

**ABLE Charter Schools  
6515 Inglewood Avenue  
Stockton, California 95207**

**Invitation for Bid No. 2022-3 - Vended Meals for Child Nutrition Programs (5/23/22)**

This Invitation for Bid for vended meals is issued with the intent of entering into a contract to purchase vended meals in accordance with applicable state and federal laws governing federally-funded Child Nutrition Programs for ABLE Charter Schools referred to below as the School Food Authority (SFA). Meal vendors are invited to submit a vended meals bid in response to this request to furnish vended meals to the SFA for the 2022-2023 school year, with possible renewals for up to two (2) subsequent school years. Meal vendors who respond to this request are hereafter referred to as "Vendors." The SFA reserves the right to waive or modify any provision of this IFB in its sole discretion.

If your company is interested in submitting a bid for the awarded contract, please respond to this Invitation for Bid (IFB) as directed in this document. The bid form is on page 3 of this document, in addition to other bid requirements. Bids must be submitted with the following information clearly marked on the envelope: "Vended Meals Bid for IFB 2022-3" followed by your company's name.

Bids must be e-mailed to [timothy.lebas@ablecharter.com](mailto:timothy.lebas@ablecharter.com) and delivered to:

ABLE Charter Schools  
6515 Inglewood Avenue  
Stockton, CA 95207  
Attention: Jasmine Jhamat

**Deadline: Bids will be accepted until Monday, June 6, 2022 at 1:00 P.M.** Late submittals will not be accepted and will be returned unopened. The SFA reserves the right to reject any and all submissions. The SFA asks Vendors that withdraw any bid to notify the SFA in writing prior to the bid opening date. By Tuesday June 7, 2022, SFA will notify bidders and provide a contract to the Contractor.

**Decision:** The decision to choose a Contractor based on the lowest cost bid is within the SFA's sole discretion and any Vendor submitting a bid agrees to waive any right to appeal SFA's decision.

Clarifying questions may be directed to Timothy Le Bas, Chief Compliance Officer, by email at [timothy.lebas@ablecharter.com](mailto:timothy.lebas@ablecharter.com)

**BID TERMS, SPECIFICATIONS, CONDITIONS, AND REQUIREMENTS**

- 1) **The Contract:** The Vendor who is selected for the contract will be referred to herein as the "Contractor." The Contractor will be required to sign the Contract. The Contract will be filled-out and completed by the SFA with bid pricing, and all applicable terms and conditions as agreed to by the SFA and the Contractor. An example of this Contract is attached to this request as Attachment A: "*Vended Meals Contract Template.*" Vendors shall thoroughly read Attachment A and fully understand the terms and conditions described therein. Contractor will be bound by those terms and conditions described in the template contract, unless modified and agreed to by the parties. The Contract will be a fully completed and updated version of the template contract. The Contract will be provided to the Contractor for signature and dating.

Contractor shall complete, sign, and date the Contract, including all applicable attachments.

The SFA reserves the right to terminate the Contract and provide a contract to another entity in the event the Vendor performing under the contract should fail to supply the SFA with goods and services as described in the Contract, not honor bid pricing, or is unable to comply with the terms and conditions described in this IFB and the Contract.

Furthermore, if the Vendor providing an item or items listed in the bid and Contract should fail to supply the SFA requirements promptly and according to the specifications and prices listed, the SFA reserves the right to cancel the Contract and purchase elsewhere.

- 2) Contract Period: The Contract issued as a result of this IFB shall run from July 1, 2022, through June 30, 2023. The vended meal prices submitted shall remain firm and continue in force during the entire period of Contract. The Contract may be renewed for up to two (2) additional one-year periods by mutual agreement between the SFA and Contractor.

Services and products rendered as a result of the Contract must comply with regulations and statutory requirements passed down by the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS), the California Department of Education, and SFA's local governing agency. This includes financial and statutory requirements for operating Child Nutrition Programs including, but not limited to, the following:

- 2 CFR Part 200;
- USDA Program regulations (7 CFR Part 210, Part 215, and Part 220), guidance, and instructions;
- State law, regulations, and policies that are not in conflict with federal requirements; and
- Local law, regulations, and policies that are not in conflict with federal requirements.

- 3) Pricing: Pricing will be a fixed price.

- 4) Meal Ordering: Vendor shall provide an online ordering system, if requested by ABLE, for all student meal orders to be processed online. Process must comply with Federal and State regulations related to payment processing (if applicable) and protection of confidentiality for free and reduced price eligible students/families.

Delivery Requirements: Delivery shall be made by the Contractor to each SFA site in accordance with the order from the SFA, for no additional delivery cost.

The Contractor will deliver the ordered meals as checked below or in a manner that is mutually agreed upon between the parties of the Contract to each school as listed below in SFA sites.

- Insulated containers with ice (cold foods)
- Heated units or insulated containers without ice (hot foods)

The Contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery and storage until meal service, in accordance with state or local health codes.

The SFA reserves the right to add or delete school site(s) and building(s) by amendment of the

initial list of approved sites in Schedule A. Deletion or addition of school site(s) and building(s) will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting school site(s) and building(s) shall be negotiated and noted in the modification. There shall not be any separate charge for transportation, fuel, or delivery. All costs are to be included in the unit price.

Contractor shall deliver meals, but a Contractor employee is not required to be present while the meals are served by the SFA.

Deliveries shall be made to the following SFA sites on a daily basis, except Saturday, Sunday, and holidays, as ordered or scheduled by SFA; unless specified otherwise, and at such times as will permit timely distribution based upon the SFA site’s meal schedule. It is the responsibility of the Contractor to place all deliveries in proper areas at each SFA site. All invoices must be reviewed and signed by an authorized SFA employee.

SFA Sites (Estimated Enrollment for the 2022-2023 Academic Year: 1200 students)

SFA School Site	Address	Breakfast	Lunch	Snack
ABLE Elementary	6504 Pacific Ave., Stockton, CA 95207	✓	✓	✓
ABLE Middle School	6515 Inglewood Ave., Stockton, CA 95207	✓	✓	✓
ABLE High School	6650 Inglewood Ave., Stockton CA 95207	✓	✓	

Furthermore:

- All delivery personnel will be in uniform with company identification.
- Delivery personnel will possess Contractor’s employee identification on their person at time of delivery.
- Delivery personnel will allow receiving staff the opportunity to inspect the inside of the delivery truck.
- Vendor will provide the necessary utensils, condiments, and napkins in sufficient quantity for the number of meals ordered.

6) Vendor Contact Information. Each bid must be accompanied by the following information about the Vendor:

- Name of company
- Legal status, i.e., sole proprietorship, partnership, corporation, etc.
- Address
- Name, title, and signature of authorized representative
- Phone number(s) for vendor and the authorized representative
- Email address for authorized representative
- Vendor website

7) **Bid Form:** The undersigned hereby offers to furnish the following items as specified below. Vendor must complete columns. If Vendor offers different sizes of meals for different grade levels (e.g., Regular Meal vs. Larger Meal), Vendor shall insert only the price per unit of its Regular Meal for the Unit Price below excluding vegan, gluten-free and field trip meals.

Item #	Name	Unit	Estimated Annual Quantity	Vendor Unit Price
1	Breakfast*	Meal	23,000	
2	Lunch*	Meal	77,000	
3	Snack*	Snack	14,000	

**Total Extended Cost (estimated annual quantity x vendor unit price):** \_\_\_\_\_

\*The estimated annual quantity for the SFA is a projection and the actual numbers will vary. All meals must follow federal meal requirements, include milk as a beverage, and be free of nut products.

See Attachment A: “*Vended Meals Contract Template*” for additional Contract terms, conditions, and renewal instructions. The selection of any Vendor is within the SFA’s sole discretion based on the lowest cost bid. **The SFA may modify the language of the final Vended Meals Contract to reflect other sizes or types of meals offered on Vendor’s Price List, and goods including supplies and condiments provided by Vendor at no additional cost, and may incorporate any changes, deletions or additions agreed upon by both parties.**

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the request. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this request, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the request and the company’s bid documents will be resolved in favor of the request, except as may be otherwise agreed to in writing by the Vendor and the SFA.

SIGNATURE (of authorized representative): \_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**VENDORS SHOULD RETAIN A COPY OF THEIR BID, INCLUDING BID INSTRUCTIONS, CONDITIONS AND SPECIFICATIONS FOR FUTURE REFERENCE.**

**Attachment A: “Vended Meals Contract Template”**

**Vended Meals Contract  
For the National Child Nutrition Program**

This Agreement (“Agreement”) is entered into by and between ABLE Charter Schools hereinafter referred to as the School Food Authority (SFA), and [Name of Vendor], hereinafter referred to as the Vendor. The effective date of this Agreement is July 1, 2022.

This Agreement sets forth the terms and conditions upon which the SFA retains the Vendor to provide meals for the SFA’s nonprofit and a la carte food service program. Furthermore, this Agreement sets forth the terms and conditions upon which the SFA will purchase meals from the Vendor and the Vendor will provide meals for the SFA’s nonprofit food service program. The SFA and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 7 CFR 3052 (Audit Requirements).

<b>SFA Contact Information</b>		<b>Vendor Contact Information</b>	
Contact Person:	Phone:	Contact Person:	Phone:
Jasmine Jhamat	(209) 478-1600		
Email: jasmine.jhamat@ablecharter.com	Fax:	Email:	Fax:
Address:		Address:	
6515 Inglewood Avenue Stockton, CA 95207			

The fixed price per meal listed below is agreed upon by both parties:

Breakfast

- Regular meal for grades TK-12, including milk: \$\_\_\_\_\_

Lunch

- Regular meal for grades TK-12, including milk: \$\_\_\_\_\_

Snack

- Snack for grades TK-8, including milk: \$\_\_\_\_\_

**A.**

**Agreement Period**

The agreement period shall be from July 1 2022 , through June 30, 2023. Both parties agree to enter into this Agreement for a one-year period with an understanding that the Agreement may be renewed by mutual agreement on a one-year basis for a maximum of two (2) additional years after the term of this Agreement.

**B.**

**The Vendor Agrees to**

1. Invoice SFA for unitized meals in accordance with the number of meals requested.
2. Provide the SFA, for approval, a proposed cycle menu of meal options for the operational period, at least 10 days prior to the beginning of the period to which the menu applies. Any changes to the menu made after SFA approval must be approved by the SFA and documented on the menu records. **Meals must be planned and prepared to meet the USDA meal pattern requirements and nutritional standards.**
3. Maintain full and accurate records that document:
  - a. the menus were provided to the SFA during the term of this Agreement,
  - b. a listing of all components of each meal,
  - c. an itemization of the quantities of each component used to prepare said meal, and
  - d. providing the SFA with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.

- The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the *USDA Food Buying Guide* or child nutrition labels or manufacturers' product information statement when calculating and recording the quantity of food prepared for each meal.
4. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records.
  5. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the SFA. Meal count documentation must include the number of meals requested by the SFA.
  6. Allow the SFA to increase or decrease the number of meal orders, as needed, when the request is made not later than 3 days of the scheduled delivery time, unless otherwise agreed upon by both parties.
  7. Present to the SFA an invoice accompanied by reports which itemizes the previous month's meals no later than the 10<sup>th</sup> business day of each month. The Vendor agrees to forfeit payment for meals which are not ready at the agreed upon time for meals to be delivered to the SFA, are spoiled, or unwholesome at the time of delivery to the SFA, or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the SFA the full amount of any meal overclaims which are attributable to the Vendor's negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the SFA for any excess costs the SFA incurs by obtaining meals from another source.
  8. Provide the SFA with a copy of all permits and licenses required by California law for the food service facility in which it prepares meals for the National School Lunch Program/School Breakfast Program (NSLP/SBP). The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times.
  9. Operate in accordance with current NSLP/SBP regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
  10. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
  11. Be paid by the SFA for all meals delivered to the SFA in accordance with this Agreement and NSLP/SBP meal pattern requirements. Neither the California Department of Education (CDE) nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor for the SFA and the number of meals served by the SFA that are not eligible for reimbursement.
  12. Make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge for such substitutions.
  13. Provide access, with or without notice, to all of the Vendor's facilities for purposes of inspection and audit.

**C. The SFA Agrees to:**

1. Request by telephone, email or online no later than 30 hours (4 days for field trips) before meals are delivered an accurate number of meals to be delivered to the SFA each day, unless otherwise agreed upon by both parties.
2. Ensure that a SFA representative is available at each school site, at the specified time on each specified school day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivered to the SFA. The SFA assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements of the NSLP/SBP, and with local health and safety codes.
3. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the Vendor (if applicable) no later than 1 day after delivery of meals.

4. Notify the Vendor within 7 days of receipt of the next month's proposed cycle menu of any changes, additions, or deletions.
5. Provide the Vendor with information on how to access or a copy of the federal NSLP/SBP meal pattern requirements, the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the NSLP/SBP. The SFA will, within 24 hours of receipt from CDE, advise the Vendor of any changes in the food service requirements.
6. Pay the Vendor within twenty-one days of receipt of the monthly itemized invoice. Notify the Vendor within 72 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals delivered to SFA in accordance with the agreement. Neither CDE nor USDA assumes any liability for payment of the difference between the number of meals prepared, and the number of meals served by the SFA that are ineligible for reimbursement.
7. Retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.
8. Be responsible for loss or damage to equipment owned by the Vendor while in the possession of the SFA.
9. Submit a signed copy of the annual renewal amendment to the CDE prior to approval of the SFA online contract for participation in SBP and NSLP.

**D. Termination**

1. Mutual Agreement Termination: With mutual agreement of both parties to this Agreement, upon receipt and acceptance of not less than sixty (60) days of written notice, this Agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.
2. Non-Performance of Agreement and Termination:
  - a. Except as may be otherwise provided by this Agreement, this Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
  - b. The SFA may terminate this Agreement immediately upon written notice to Vendor if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Vendor loses its license or other ability to provide the required products and services, or if Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the NSLP/SBP).
  - c. Any agreement termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future proposal or bid from the defaulting Vendor.
3. Termination for Convenience: The SFA may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Vendor.
4. Final Payments: Upon any termination of this Agreement, the SFA will pay for all meals received up to the effective date of termination. The Vendor shall submit all required reports and other information.

**E. Standard Terms and Conditions**

1. Terms and Conditions: Vendor must be fully acquainted with terms and conditions relating to the performance of this Agreement. Failure or omission of Vendor to be familiar with existing conditions shall in no way relieve the Vendor of obligation with respect to this agreement.
2. Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: Vendor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or <https://www.epls.gov/> agency. Vendor should consult Executive Orders 12549 and 12689. For additional information, Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit. A Suspension and Debarment Certification must be signed by an authorized person and attached to this Agreement.

3. Federal, State and Local Requirements: Vendor must have obtained and will continue to maintain during the entire term of this Agreement, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor is responsible to abide by all applicable federal and state laws and policies of CDE and state and local boards of education, as applicable, when providing services under this Agreement.
4. Equal Employment Opportunity: Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
5. Labor and Civil Rights Laws: Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
6. Clean Air Act and Energy Policy and Conservation Act: Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.
7. Breach of this Agreement and Remedies: If Vendor fails to comply with any of the terms and conditions of this Agreement; the SFA has the option to send Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach, subject to the following:
  - a. If there is not a satisfactory resolution at the end of the ten-day Notice to Cure, the SFA has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by SFA of any rights or remedies for any breach by Vendor. SFA expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the SFA may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which caused the breach.
  - b. The remedies of the SFA are cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.
8. Indemnify and Hold Harmless: Vendor shall indemnify, defend, and hold harmless the SFA, its directors, officers, employees, and agents from and against all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Vendor's negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors' employees, subcontractors, or agents. Vendor will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold harmless the SFA and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Agreement.
  - a. Vendor agrees to notify the SFA by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.
  - b. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.
9. Force Majeure: Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by



conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

10. Waiver: No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.
11. Buy American: Vendor will comply with the Buy American requirement, which dictates that SFAs participating in the federal school meal programs are required to purchase domestic commodities and products for SFA meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16).
12. Food Laws: Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect Vendor's facilities and vehicles.
13. Food Recall: Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.
14. Biosecurity: Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service.
15. Lobbying Certification: The Vendor must sign the Lobbying Certification, which is attached as an addendum to this Agreement, and which is incorporated and made a part of this Agreement. If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, or will complete and submit as required in accordance with its instructions.
16. Independent Price Determination Certification: The Vendor must sign an Independent Price Determination Certificate, which is incorporated herein by reference and made a part of this Agreement.
17. Legal Compliance: The Vendor shall comply with all other pertinent state and federal laws.
18. Records: Vendor and SFA shall retain all required records for a period of three (3) years after SFA makes final payment and all other pending matters are closed including any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the SFA, representatives CDE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the SFA, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.
19. Duty to Protect: Vendors shall perform a criminal background check on any of the Vendors employees that will be working at the SFA and disclose results to the SFA.
20. Insurance: Vendors shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in California. A Certificate of Insurance of the Vendor's insurance coverage indicating these amounts must be submitted at the time of the award. Provide the information below based on the Vendor's Certificate of Insurance:
  - a. Comprehensive General Liability—includes coverage for:
    - Premises—Operations
    - Products—Completed Operations
    - Contractual Insurance
    - Broad Form Property Damage

- Independent Contractors
- b. Automobile Liability
- c. Workers' Compensation
- d. Excess Umbrella Liability

The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Vendor must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.

The insurance company ensuring the Vendor shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

**G. General Assurances**

1. Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the parties.
2. Sole Agreement. This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.
4. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this Agreement, (2) the balance of the Agreement shall be interpreted as if such provision were so excluded and (3) the balance of the Agreement shall be enforceable in accordance with its terms.
5. Advice of Counsel. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement. CDE is not a party to any contractual relationship between a SFA and a Vendor. CDE is not obligated, liable, or responsible for any action or inaction taken by a SFA or Vendor based on this Agreement template. CDE's review of the Agreement is limited to assuring compliance with federal and state procurement requirements. CDE does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Agreement.

**SCHOOL FOOD AUTHORITY/VENDOR SIGNATURES**

Name of School Food Authority's Authorized Representative:	Title:
Signature of School Food Authority's Authorized Representative:	Date Signed:
Name of Vendor's Authorized Representative:	Title:
Signature of Vendor's Authorized Representative:	Date Signed:

## Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

- A. The participant or respondent certifies that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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Participant or Respondent Company Name

IFB Number, Contract Number, or Project Name

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Name(s) and Title(s) of Authorized Representatives

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Signature(s)

Date

## Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b>                  a. contract                  b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. bid/offer/application                  b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  a. initial filing                  b. material change</p> <p>For material change only:                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime _____ Sub-awardee                  Tier _____, if Known:                  Congressional District, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b>                  CFDA Number, <i>if applicable</i>: _____</p>	
<p><b>8. Federal Action Number, <i>if known</i>:</b></p>	<p><b>9. Award Amount, <i>if known</i>:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):</b></p>	<p><b>b. Individuals Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</b></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subcontractor, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## Certificate of Independent Price Determination

Both the SFA and Vendor shall execute this Certificate of Independent Price Determination.

	ABLE Charter Schools
Name of Vendor	Name of SFA

- A. By submission of this offer, the offeror (Vendor) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement for the purpose of restricting competition—as to any matter relating to such prices with any other offeror or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid proposal opening in the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
  3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the offeror’s organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  2. He or she is not the person in the offeror’s organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

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Signature of Vendor’s Authorized Representative	Title	Date

*In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.*

Signature of SFA’s Authorized Representative	Title	Date

Note: Accepting a Respondent’s offer does not constitute award of the contract.