

**Notice of Request for Proposals
Food Service Management Company
RFP 12425**

Notice is hereby given that the Governing Board of the Archdiocese of Los Angeles Education & Welfare Corporation (hereinafter referred to as **SFA**) is requesting proposals for a food service management company (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service program.

Respondents should not construe from this legal notice that the SFA intends to enter into a fixed-price contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The Request for Proposal (RFP) documents are available at
Archdiocese of Los Angeles Education & Welfare Corporation
Web site at <https://lacatholics.org/food-services>

To request the RFP documents by email, postal mail, or fax, please contact
Lilia S. Chavez
Email: lschavez@la-archdiocese.org
Postal Mail: 3424 Wilshire Blvd., 6th Floor, Los Angeles, CA 90010
Telephone: 213 637-7915

The SFA will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.

Respondents must submit written proposals in a sealed package labeled
"Proposal – Food Service Management Company 12425 "
Addressed to the SFA at Archdiocese of Los Angeles Education & Welfare Corporation
3424 Wilshire Blvd., 6th Floor, Los Angeles, CA 90010
ATTN: Lilia S. Chavez

The SFA will accept all proposals received on or before **Thursday, June 6, 2024 at 10:00 am**. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals at **10 am on June 6, 2024**.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their governing board, as applicable, at its regularly scheduled meeting.

ARCHDIOCESE OF LOS ANGELES EDUCATION & WELFARE CORPORATION
REQUEST FOR PROPOSAL
FOOD SERVICE MANAGEMENT COMPANY
Cover Page

CONTACT INFORMATION

RFP 12425

by

ARCHDIOCESE OF LOS ANGELES EDUCATION & WELFARE CORPORATION
FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

Lilia S. Chavez
Director, Externally Funded Programs

3424 Wilshire Blvd. 6th Floor
Los Angeles, CA 90010

213 637-7915

lschavez@la-archdiocese.org

Request for Proposal

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EXHIBIT 1: MODEL FIXED-PRICE CONTRACT I

CONTRACT SUMMARY I

Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a food service management company (FSMC) that will provide *Archdiocese of Los Angeles Education & Welfare Corporation* (hereinafter referred to as the school food authority [SFA]) with food service management assistance for their food service operation. The FSMC will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the National School Lunch and School Breakfast Programs to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program (Title 7, *Code of Federal Regulations* program [7 CFR, sections 210.10 and 220.8, if applicable].

General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, providing a variety of entrée, fruit quality and improving planning
- Maintain reasonable prices for students and adults participating in the food service program
- Maintain student and staff morale at a high level

All procurement transactions are to be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations* (2 CFR), Section 200.319(a)(1-7). The SFA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The SFA released this RFP to benefit the SFA and not the Respondents.

- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested FSMCs must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA must be an approved processor of USDA Commodities. The SFA will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the SFA of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

**Schedule of Events
for
RFP # 12425**

RFP Approval	Monday	
Release of RFP	Tuesday	5/7/2024
First Public Notice	Tuesday	5/7/2024
Second Public Notice	Tuesday	5/14/2024
Respondent Question Submission Deadline	Thursday	5/16/2024
SFA Provides Answers	Monday	5/20/2024
Deadline for Submission of Sealed Proposal	Thursday	6/06/2024
Proposals Opened	Thursday	6/06/2024
Sample Testing	Thursday	6/06/2024
Proposals Evaluated	Thursday	6/13/2024
Anticipated Contract Award Date	Thursday	6/13/2024

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will send notice of amendment to prospective bidders.

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract. The SFA may reject a proposal if it is deemed overly responsive or contains language that provides any added value not requested in the RFP.
4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.
5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.
6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
7. The Respondent shall include a 21-Day Cycle menu for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable). The respondent shall provide entrees for a sample testing on the date proposals are opened.
8. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
9. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum online at <https://lacatholics.org/food-services/>. The SFA will notify Respondents so they can obtain any addenda from the SFA to be sent by email, postal mail, or fax.

10. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.
11. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.
12. The SFA will not consider a joint proposal submitted by two or more entities.
13. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.
14. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
15. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
16. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
17. Respondents may submit their questions regarding the information presented in this RFP to Lilia S. Chavez in writing by postal mail at 3424 Wilshire Blvd, 6th Floor, Los Angeles, CA 90010, e-mail at lschavez@la-archdiocese.org and mjara@la-archdiocese.org , no later than **May 16, 2024 at 2:00 pm**. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.
18. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.
19. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or

modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA to rebid the contract.

20. Respondents shall submit one paper copy and one copy in digital format (e.g., CD, DVD, flash drive, etc.
- a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled “Master Copy”.
 - b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
 - c. The sealed proposal envelopes must be marked legibly with the SFA’s RFP number and title, and the SFA name and address, as shown in the following example:

Proposal—Food Service Management Company

[Enter FSMC Name Submitting RFP]

RFP Number 12425

Food Service Management

Archdiocese of Los Angeles Education & Welfare Corporation

Lilia S. Chavez,
Director of Externally Funded Programs

3424 Wilshire Blvd., 6th Floor, Los Angeles, CA 90010

Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

Section 1 - Administrative Requirements

A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title, phone number, fax number, and email address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and email address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right hand corner those pages to be considered proprietary (**Note:** the Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments

required to be submitted as part of the proposal are certified to be true and binding upon our company.

B. Table of Contents

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

Section 2 – Required Attachments

A. Attachment Checklist

The Respondent shall include a checklist containing all documents identified in the Attachments Checklist (as listed on Attachment A). The SFA may reject proposals that do not include the proper required attachment.

B. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment B).

C. FSMC Professional Standards

Establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs (as listed on Attachment C).

D. Proposal Questionnaire

The Proposal Questionnaire (as listed on Attachment D) is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

E. Respondent References

Respondents must provide three references on the Respondent References form (Attachment E). The SFA reserves the right to contact any of the references listed, and retains the right to conduct reference checks with individuals and entities beyond those listed.

F. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement (Attachment F) and return it with the proposal package.

G. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment G) and return it with the proposal package.

H. Certifications

The Respondent must complete the certifications (Attachment H) and return them with the proposal package.

I. Certificate of Independent Price Determination

The Respondent must complete the certifications (Attachment I) and return them with the proposal package.

J. 21–Day Cycle Menu

The Respondent must submit a 21 Day Cycle menu (Attachment J) for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable) for the proposal package.

K. Commodity Utilization Plan

The respondent must submit a utilization plan for full use of the SFA entitlement. The SFA entitlement for the 2023-2024 Program Year is valued at \$384,232.20. Please include as Attachment K

L. Certification of Approved Processor Status for USDA Commodities

Please include as Attachment L.

M. Mandatory Taste Test

Participation at this tasting is required for all respondents. Participants at the food tasting may include students, faculty and parents.

Food Tasting Event – 8 samples per meal

Taste Test Date: June 6, 2024 at 10:00 am

Location: Immaculate Conception School 830 Green Ave., Los Angeles, CA 90017

N. Performance Bond

A Performance Bond based on 10% of the contract of the successful proposal must be submitted upon execution of the contract.

Evaluation of Proposals

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Cost	45
Administrative Requirements: Did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	5
Experience with School Breakfast and National School Lunch Programs.	10
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA’s food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA’s satisfaction.	10
The financial stability of the Respondent.	10
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	10
Approved for receipt of USDA Commodities _____ California _____ National	15
Quality Score for Sample Testing	15
TOTAL POINTS	120

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the

contract to the most responsive and responsible Respondent with the highest total proposal score.

Attachment A

Attachment A: Attachments Checklist

Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or "x" next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
<input type="checkbox"/> A	Attachments Checklist
<input type="checkbox"/> B	Minimum Qualifications
<input type="checkbox"/> C	FSMC Professional Standards
<input type="checkbox"/> D	Proposal Questionnaire
<input type="checkbox"/> E	Respondent References
<input type="checkbox"/> F	Authorization Agreement
<input type="checkbox"/> G	Fee Proposal
<input type="checkbox"/> H	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters
<input type="checkbox"/> I	Certificate of Independent Price Determination
<input type="checkbox"/> J	21-Day Cycle Menu (Include)
<input type="checkbox"/> K	Commodity Utilization Plan
<input type="checkbox"/> L	Certifications-USDA Foods Approved Processor California/National
<input type="checkbox"/> M	Mandatory Sample Testing
<input type="checkbox"/> N	Performance Bond

Attachment B: Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of 2/28/2024, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least two years of experience with food service programs.
Yes _____ No _____
2. The Respondent has the resources and ability to provide 1.1 million lunches and 1 million breakfast meals per fiscal year.
Yes _____ No _____
3. The Respondent has knowledge and experience with the National School Lunch, School Breakfast, Seamless Summer Option Programs and Food Distribution Programs.
Yes _____ No _____
4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.
Yes _____ No _____
5. The Respondent is licensed to do business in the state of California.
Yes _____ No _____
6. The Respondent is approved to receive, store and use USDA Donated Foods.
Yes _____ No _____

Attachment C: FSMC Professional Standards

FSMC Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the “Final Rule,” establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director.** The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.
2. **School Nutrition Program Manager.** The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).
3. **School Nutrition Program Staff.** School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30, which can be viewed at the following web page:

http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards.
- The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.
- The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

Attachment D: Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.), and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation. Audited financial statements preferred.
7. Provide a description of promotional and marketing materials you will use to attract students to the program.
8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.
9. Provide Central Kitchen Address and copies of the following documents:
 - Permit to Operate
 - Public Health License
 - HAACP Plan
 - Meal Transport Procedures and equipment to be used for transport
 - Food Holding Procedures and equipment

Attachment E: Respondent References

List three references to which the Respondent has provided food service management services within the past three year(s).

Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Attachment F: Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: 12425

We, *[Enter FSMC Name]*, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Archdiocese of Los Angeles Education & Welfare Corporation.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Archdiocese of Los Angeles Education & Welfare Corporation.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

FSMC Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____

Attachment G: Fee Proposal

All costs are based on average daily participation of 5,502 lunch meals and 4,137 breakfast meals served on 180 number of school days. Cost per meal must include Personnel Costs.

COST BREAKDOWN			
Respondent Instructions ⇒ Provide a breakdown of all costs included in the fixed price, including personnel costs. ⇒ Provide the cost per meal; base all food costs on the attached 21–day cycle menu. ⇒ Clearly identify all costs			
Item #	Description <i>(Include All Goods and Services included in the Fixed Price)</i>	Annual Cost	
		Lunch	Breakfast
1.	Meat/Meat Alternates, Vegetable, Fruit, Grains, Milk	\$	\$
2.	Condiments	\$	\$
3.	Paper Goods for all meals to include Trays, utensils, sporks	\$	\$
4.		\$	\$
Sub Total		\$	
		Annual Cost	
GRAND TOTAL		\$	

COST PER MEAL			
Respondent Instructions: ⇒ Provide the cost per meal; base all food costs on the attached 21–day cycle menu. ⇒ Provide the cost per meal inclusive of personnel costs. ⇒ Prices must not include values for donated foods and must include all meal programs applicable.			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	745,000	\$	\$
Lunch	990,000	\$	\$
		\$	\$
		\$	\$
TOTAL		\$	\$

Attachment H: Certification Regarding Lobbying

The undersigned certifies, to the best of their 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
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> contract</p> <p><input type="checkbox"/> grant</p> <p><input type="checkbox"/> cooperative agreement loan</p> <p><input type="checkbox"/> loan guarantee</p> <p><input type="checkbox"/> loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> bid/offer/application</p> <p><input type="checkbox"/> initial award</p> <p><input type="checkbox"/> post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> initial filing</p> <p><input type="checkbox"/> material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>_____ Prime _____ Subawardee</p> <p>Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee,</p> <p>Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>10b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	

<p>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.</p>	<p>Signature: Print Name: Title: Telephone No.: _____ 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 subawardee 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 followup 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 subawardee, e.g., the first subawardee 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 "Subawardee," 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.

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

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The 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 Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Contractor/Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

Attachment I: Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

Name of Respondent	

A. By submission of this offer, the offeror (Respondent/FSMC) 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, for the purposes of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor, before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; 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 signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or
2. (i) Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.
 - Insert full names of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror's organization.

(ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs

(A)(1) through (A)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above, and

C. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Signature of FSMC'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.

Attachment J: 21-Day Cycle Menu
Please attach to your Proposal

Attachment K: Commodity Utilization Plan
Please attach to your Proposal

**Attachment L: Certificate of Approved Processor Status
State of California Certification and National Processor Certification**

Please attach to your Proposal

Attachment M: Mandatory Sample Taste Test

Taste Test Date: June 6, 2024

Taste Test Time: 10:00 AM

Location: Immaculate Conception School (323) 635-7730
830 Green Avenue, Los Angeles, CA 90017

Number of meals: 5

Number of Samples per meal: 8

Attendance at this tasting is required for all Respondents. Participants at the food tasting may include students, faculty and parents.

- 1) Respondents must bring the following four lunch entrees to the testing:
 - a) Pizza
 - b) Pasta dish of choice with Meat (Chicken or Beef)
 - c) Rice dish of choice with Meat (Chicken or Beef)
 - d) Tamales (Cheese, Chicken or Beef)
- 2) Respondents must also bring ONE breakfast meal of their choosing, to highlight a special meal that the FSMC offers.
- 3) The required meals must all be in compliance with the NSLP menu and serving guidelines (SBP for breakfast item). All meals should be the equivalent of what students would be served during the academic school year. Milk is not required for the taste test.
- 4) Production records must accompany all meals, showing compliance with NSLP or SBP respectively.
- 5) Transport records itemizing all meals delivered must accompany meals and must include time and temperature records and the signature of the person that delivers the meals.

Respondents will be judged based on taste, freshness, appearance and overall food quality based on participant surveys and feedback.

The SFA thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

Attachment N: Performance Bond

A Performance Bond based on 10% of the contract of the successful proposal must be submitted upon execution of the contract.

Exhibit 1: Model Fixed-Price Contract
FOOD SERVICE MANAGEMENT COMPANY

Archdiocese of Los Angeles Education & Welfare Corporation
FOOD SERVICE PROGRAM

3424 Wilshire Blvd, 6th Floor, Los Angeles, CA 90010

Phone: 213 637-7915

Email: lschavez@la-archdiocese.org

Model Fixed-Price Contract

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Contract Summary

FOOD SERVICES CONTRACT		CONTRACT NUMBER	
		REGISTRATION NUMBER	
1	This contract is entered into between the school food authority and the food service management company named below:		
	SCHOOL FOOD AUTHORITY NAME		
	Archdiocese of Los Angeles Education & Welfare Corporation		
	FOOD SERVICE MANAGEMENT COMPANY NAME		
2	The term of this Contract is for one year, commencing on 7/01/2024		and ending on 06/30/2025
3	The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served		\$
4	The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.		
	Request for Proposal Released	<i>Enter page(s)</i>	
	Contractor Proposal Received	<i>Enter page(s)</i>	
	Attached Terms and Conditions	<i>Enter page(s)</i>	
	Exhibit A: Scope of Work	<i>Enter page(s)</i>	
	Exhibit B: Schedule of Fees	<i>Enter page(s)</i>	
IN WITNESS WHEREOF, the parties hereto have executed this Contract.			
FOOD SERVICE MANAGEMENT COMPANY		<i>California Department of Education Use Only</i>	
NAME of FSMC (if other than an individual, state whether a corporation, partnership, etc.)			
BY (Authorized Signature) 	DATE SIGNED (do not type)		
PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS			
SCHOOL FOOD AUTHORITY			
NAME of SFA			
Archdiocese of Los Angeles Education & Welfare Corporation			
BY (Authorized Signature) 	DATE SIGNED (do not type)		
PRINTED NAME AND TITLE OF PERSON SIGNING			
		<input type="checkbox"/>	Exempt per:

Model Fixed-Price Contract

I. Introduction

The Archdiocese of Los Angeles Education & Welfare Corporation hereinafter referred to as the school food authority (SFA), enters into this Contract with [food service management company name], hereinafter referred to as the FSMC to provide food service management assistance for the SFA’s food service program, hereinafter referred to as “Services.” **During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on **07/01/2024**, and continue through **06/30/2025**. After careful consideration, the SFA may annually renew this Contract for four additional one-year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7. Code of Federal Regulations (*7 CFR*), Section 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name: Lilia S. Chavez		Name:	
Title: Director, Externally Funded Programs		Title:	
Phone: 213 637-7915	Cell Phone:	Phone:	Cell Phone:
Fax: 213 637-6900	E-mail: lschavez@la-archdiocese.org	Fax:	E-mail:

Respondents shall serve or deliver by postal mail all legal notices to:

SFA	FSMC
Name: Lilia S. Chavez	Name:
Title: Director, Externally Funded Programs	Title:
Address: 3424 Wilshire Blvd, 6 th Floor, Los Angeles, CA 90010	Address:

C. Fees

1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in 7 *CFR*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, Code of Federal Regulations (2 *CFR*), Section 200.406[a]).

2. Payment Terms

The FSMC shall submit monthly invoices by 7th of the following month that reflect all activity for the previous calendar month. The FSMC must submit detailed cost documentation monthly to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in 2 *CFR*, Part 200, as applicable. The SFA will pay invoices submitted by the FSMC within **5 days upon receipt of payment from USDA**. The SFA will pay invoices received by its accounting department by the 7TH day of the month following the month of meal service, if the invoices pass the SFA's audit. The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA. The SFA requires a monthly invoice for each site. The SFA requires a consolidated report listing all sites which specifies the number of breakfast meals and the number of lunch meals delivered with its corresponding monthly charge for each site.

3. Interest, Fines, Penalties, Finance Charges, Income and Expenses

Interest, fines, penalties, finance charges, income and expenses that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 *CFR*, Section 200.441). The SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food, Food Not Meeting Detailed Food Component Specifications or Contract Requirements.

The SFA shall make no payment to the FSMC for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for

the meal pattern, are delivered less than 15 minutes before meal service, or do not otherwise meet the requirements of this Contract (7 *CFR*, Section 210.16[c][3]).

D. Contract Cost Adjustment

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [CPI regional index](#): for Los Angeles. The February CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA. Of note, the CPI fee increases should be applied to individual meal or unit costs.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE (7 *CFR*, Section 210.19[a][5]).

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 *CFR*, Section 210.19[a][5]).

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for FSMC or SFA staff

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

K. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they

would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work for federal purposes (7 CFR, Section 200.315[b]).

M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

P. Indemnification

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction. To the fullest extent permitted by law, the FSMC shall indemnify, defend and hold harmless Archdiocese, its agents, volunteers, officers, directors and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees and expert costs and fees, and all other costs and expenses incurred as an incident thereto, arising out of, based on or relating to the performance of this Agreement, or the breach of any term, warranty or representation expressed herein, including any such claims, damages, loss or expense attributable to bodily injury, sickness, disease or death to any person, including employees of Archdiocese, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, to the extent caused in whole or in part by any acts or omissions of the FSMC, its agents, drivers, employees, subcontractors or representatives, and

anyone for whose acts FSMC may be liable, whether or not such claims are based upon the active or passive negligence of Archdiocese, except that FSMC shall not be required to indemnify Archdiocese against a claim or loss arising from the sole negligence or willful misconduct of Archdiocese.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Sanctions

If the FSMC fails to perform the contract terms, the following penalties may be imposed:

- FSMC will be required to provide in writing to the SFA how they will ensure future contract compliance.
- Continued nonperformance will result in termination of this contract.
- FSMC may be prohibited from bidding on future contracts with the SFA.

List other sanctions that the SFA and their legal counsel deem appropriate.

R. Breach of Contract

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

S. Penalties

Cost resulting from the SFA's violations, alleged violations of, or failure to comply with federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 *CFR*, Section 200.441).

T. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure,

disabling strikes, epidemics, pandemics, quarantine restrictions, and freight embargoes.

2. Force majeure does not include any of the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
 - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
 - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits
3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR*, Section 210.16(d).
4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

U. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of 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; Department of Agriculture regulations on nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and FNS Instruction 113-1 (7 *CFR*, Section 210.23[b]).

V. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.

The FSMC shall comply with all applicable federal regulations in 2 *CFR*, parts 200 and 400 and 7 *CFR*, parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, California *Education Code (EC)*, and California laws and regulations, where applicable.

W. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

X. Advice of Counsel

Each party acknowledges that, in executing this Contract, 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 Contract.

III. Relationship of the Parties

- A.** The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes, all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA.
- B.** The FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP (*EC* Section 45103.5).
- C.** All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA

concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.

- D. The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

IV. Food Service Program

A. Food Service Management Company Responsibilities

1. Except for the purchase of food for meals and costs for the preparation and delivery of meals, the FSMC shall not incur any expenses on the behalf of the SFA.
2. The FSMC is responsible for providing the SFA **Daily Delivery of hot** ready to serve NSLP and SBP compliant lunches and breakfasts (delivered no earlier than 7:00 am) which include all required food components including milk (2 milk options per meal) for each meal that meet federal and state nutrition guidelines for reimbursement under the National School Lunch and Breakfast Programs. Meals are to be delivered with condiments, trays/plates, utensils, napkins etc. which are necessary for the day's meal.
3. The FSMC will prepare meals at a Licensed and Permitted FSMC kitchen facility; transport meals to the school sites in equipment designed to hold temperature levels to ensure food safety requirements.
4. The FSMC will provide each SFA school site with an FSMC employee server(s) to serve lunch for each site. The FSMC will provide school sites with a substitute server if the regularly scheduled server is not available. A school site list is attached.
5. The FSMC shall maintain such records as the SFA will need to support its claim for reimbursement. Meal Component Contribution and Nutrition Analysis are required to be provide to the SFA with each monthly menu.
6. The FSMC will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event (7 *CFR*, Section 210.21[e]).
7. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract (7 *CFR*, Section 210.16[c][2]).

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (*7 CFR*, sections 210.16[a][2] and 210.16[a][3]).
2. The SFA retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (*7 CFR*, Section 210.16[a][4]), and a la carte prices. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced-price, and paid reimbursable lunches to all eligible children (*7 CFR*, Section 210.16[a]).
3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under *7 CFR*, Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (*7 CFR*, Section 210.8[a][1]).
4. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (*7 CFR*, Section 210.10[m]).
5. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (*7 CFR*, Section 210.16[a][5]).
6. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (*7 CFR*, Section 210.21).
7. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).

8. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk (7 *CFR*, Section 245.6).
9. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least three times annually.
10. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided (*EC* Section 49558).
11. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (7 *CFR*, Section 245.7).
12. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR*, sections 245.6 and 245.6[a]).
13. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR*, Section 210.16[a][8]).
14. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met by the FSMC preparing or serving meals off-site at an SFA facility (7 *CFR*, Section 210.16[a][7]).

V. Buy American Requirements

A. Food Service Management Company Responsibilities

1. The FSMC must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo [SP 38-2017](#)).
2. The FSMC must notify the SFA in writing at least 10 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:
 - a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
 - b) Why competitive bids reveal the cost of the domestic product is significantly higher **by 25%** than the nondomestic product
3. The FSMC will provide certification of domestic origin for products which do not have country of origin labels.

B. School Food Authority Responsibilities

1. The SFA shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American Provision requirement **prior** to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an on site administrative review and an off site procurement review.
2. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 *CFR*, Section 200.318(b) unless the FSMC has received prior approval from the SFA for nondomestic agricultural commodity or product.
3. The SFA must ensure FSMC compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the

process for requiring FSMCs to certify the domestic percentage of the agricultural food component of products.

VI. U.S. Department of Agriculture Foods

C. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR*, Section 210.16[a][6]).
2. In accordance with 7 *CFR*, Section 250.53, the FSMC shall comply with the following provisions relating to the use of donated foods, as applicable:
 - a) The FSMC must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 *CFR*, Section 250.51[a]).
 - b) The FSMC shall account for the full value of donated foods (7 *CFR*, Section 250.51) by:
 - i) Subtracting the value of all donated foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and
 - ii) Using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at <http://www.fns.usda.gov/fdd/processor-pricing-reports>.
3. The FSMC will be responsible for any activities relating to donated foods in accordance with 7 *CFR*, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.
4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.

5. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).
6. The FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 *CFR*, Section 250.53[a][7]).
7. The method and frequency of crediting donated foods will be in accordance with 7 *CFR*, Section 250.51(b). The FSMC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.
8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR*, Part 250 (7 *CFR*, Section 250.53[a][8]).
9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).
10. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR*, Section 250.54(b).

D. School Food Authority Responsibilities

1. The SFA shall retain title to all donated foods and ensure that all donated foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).
2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR*, Section 210.9[b][15]).
3. The SFA will maintain records to document its compliance with requirements relating to donated foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all donated foods in accordance with 7 *CFR*, sections 250.54(a) and (c).

4. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

VII. Meal Responsibilities

A. The FSMC shall:

1. Serve meals on such days and at such times as requested by the SFA.
2. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program.
3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, parts 210 and 220, as applicable.

VIII. Food Service Management Company Employees

- A.** The FSMC shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following web page: [School Nutrition Program Professional Standards](#).

The SFA shall ensure that all employees the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards. The FSMC shall track the trainings completed by each employee and maintain documentation to validate that training was completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

The FSMC shall provide the SFA with a list of employees and evidence that they meet the professional standards.

- B.** The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).
- C.** The FSMC shall have sole responsibility for ensuring its compliance with all laws, regulations, judicial or administrative orders and ordinances governing its conduct and the conduct of its employees, agents, and representatives, including but not limited to (i) all city, county, state and federal laws, ordinances and regulations relative to the performance of this Agreement, including all licensing and permitting; (ii) all laws governing SFA with respect to contact with minors, background checks, fingerprinting and permitting or otherwise allowing any conduct or activity on the premises of the School or in the presence of minors. The FSMC shall indemnify and hold harmless the School and the Archdiocese of Los

Angeles Education & Welfare Corporation against any claims, loss, cost, expense (including attorney's fees and expenses), damage or action arising from any failure to comply with these obligations. The FSMC shall provide copies of all documents verifying that required background investigations with fingerprint clearance of all employees who have contact with minors at the school have been conducted. **Such FSMC employees shall also attend VIRTUS training.** Company will comply with all city, county, state and federal laws, ordinances and regulations relative to the performance of this Agreement and will procure and charge to operation expense all necessary licenses and permits. The FSMC agrees to adhere to all state, federal and local legal requirement regarding employment and compensation of its employees.

- D.** The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA three calendar weeks prior to the commencement of operation.
- E.** The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.
- F.** The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.
- G.** The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- H.** The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

IX. Books and Records

- A.** The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims

for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR*, Section 210.16(c)(1).

- B.** The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE, USDA FNS and Office of Inspector General of the United States for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR*, Section 210.9[b][17]).
- C.** The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.
- D.** The USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives must have the right of access to any documents, papers, or other records of the FSMC and the SFA which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the FSMC and SFA's personnel for the purpose of interview and discussion related to such documents (2 *CFR*, Section 200.336[a]).
- E.** The distributing agency/CDE, recipient agency/SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for management and use of donated foods (7 *CFR*, Section 250.53[a][10]).

X. Monitoring and Compliance

- A.** The FSMC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.
- B.** The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.
- C.** The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in

accordance with 7 *CFR*, Section 210.8(a). At a minimum, these internal controls shall include all of the following:

- An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR*, Section 210.8[a][1])
- Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
- A system for following up on lunch counts that suggest the likelihood of lunch counting problems

XI. Equipment, Facilities, Inventory, and Storage

- A.** The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises.
- B.** The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.
- C.** The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- D.** Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- E.** Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

XII. Certifications

- A.** The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR*,

parts 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.

- B.** The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes.
- C.** The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.

For contracts in excess of \$150,000, the SFA and FSMC shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 *CFR*, Part 200).

- D.** Debarment and Suspension

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement programs (Executive Orders 12549 and 12689 and 2 *CFR*, Part 200, Appendix II).

- E.** Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration (Appendix II to 2 *CFR* Part 200 Section [I]: Byrd Anti-Lobbying [31 U.S.C 1352]).

XIII. Insurance

The parties shall maintain the following insurances:

- A.** Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability insurance, and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California. The limit shall not be less than one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition

program operations. Current certificates of insurance for commercial general liability, worker's compensation, and employer's liability, along with all additional insured endorsements, are to be files wit the SFA prior to commencement.

B. Comprehensive or Commercial Insurance

The FSMC shall obtain and keep in force for the term of this Contract, for protection of the SFA and the FSMC, policies of commercial general liability insurance with a carrier admitted in the State of California ("Insuring Company"), against any liability arising out of any act, omission or alleged act or omission of FSMC for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract. The Comprehensive General Liability Policy must contain the following endorsements: (a) The Archdiocese of Los Angeles Education & Welfare Corporation and The Roman Catholic Archbishop of Los Angeles, a corporation sole, shall be named as additional insureds ("Insured Parties"). (b) All policies of insurance carried by FSMC shall be primary and any insurance carried by Insured Parties shall be excess and con-contributory.

C. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

XIV. Termination

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 CFR, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such

cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Scope of Work

1. Overview of Archdiocese of Los Angeles Education & Welfare Corporation Food Service Program

- A. Scale. The SFA provides food service to approximately 14,000 children at seventy (70) school sites. The SFA provides approximately 1.7 million meals annually. A catered type of meal service is being solicited. The current day's meals are to be **delivered hot** and ready to serve. The FSMC is required to provide each school site with an employee to serve Lunch Meals at each school site each day of meal service. The FSMC must provide required condiments and paper goods and trays for each meal service. The use of school site heating equipment, refrigeration, and meal preparation facilities are not available to the FSMC. The FSMC is responsible for preparing meals at their central kitchen facility, transporting the current day's meals to the school sites and retrieving all equipment daily. A substitute FSMC employee is to be provided to the school site when the regularly scheduled FSMC employee is not available. No school sites are open during the month of July.
1. Except for the purchase of food for meals and costs for the preparation and delivery of meals, the FSMC shall not incur any expenses on the behalf of the SFA.
 2. The FSMC is responsible for providing the SFA **Daily Delivery of hot** ready to serve NSLP and SBP compliant lunches and breakfasts (delivered no earlier than 7:00 am) which include all required food components including milk (2 milk options per meal) for each meal that meet federal and state nutrition guidelines for reimbursement under the National School Lunch and Breakfast Programs. Meals are to be delivered with condiments, trays/plates, utensils, napkins etc. which are necessary for the day's meal.
 3. The FSMC will prepare meals at a Licensed and Permitted FSMC kitchen facility; transport meals to the school sites in equipment designed to hold temperature levels to ensure food safety requirements.
 4. The FSMC will provide each SFA school site with an FSMC employee server(s) to serve lunch. The FSMC will provide school sites with a substitute server if the regularly scheduled server is not available. A school site list is attached.
 5. The FSMC shall maintain such records as the SFA will need to support its claim for reimbursement. Meal Component Contribution and Nutrition Analysis are required to be provide to the SFA with each monthly menu.

- B. Financial Goals. The SFA is comprised of Private Schools. The operating budget is limited to Federal Reimbursement and Daily Sales derived from student meal charges, and credits provided for USDA Donated Commodities. **No State Reimbursement is available to private schools such as ours.**
- C. Management Goals. The SFA requires maximum utilization of USDA commodities offered to the SFA. The SFA has no central kitchen and must direct ship USDA commodities to the Processor. Only entities approved as “Processors” in the state of California will be considered.
- D. Food Service Office and Staff. The food service office is located at 3424 Wilshire Blvd, 6th Floor, Los Angeles, CA 90010. The School Food Service Office is comprised of 7 staff members.
- E. National School Lunch Program and School Breakfast Program. Seamless Summer Option Program was operating during distance learning for Covid-19.

Participation

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
National School Lunch (NSLP)	Pk-8	12,378	5,502	15,600	75,048	11,473
School Breakfast Program (SBP)	Pk-8	10,245	4,137	9,295	66,031	8,472

2. Description of FSMC Responsibilities

General: Under the direction of the SFA's Food Service Director, the FSMC selected pursuant to this RFP will provide the following: Production and Daily delivery of National School Lunch and Breakfast compliant meals that are prepared at an FSMC kitchen facility. The current day's meals are to be delivered to each school site. The meals must be eligible for reimbursement by the USDA National School Lunch and Breakfast programs and/or the Seamless Summer Option Program. In addition the FSMC will employ a server to each school site to serve Breakfast and Lunch meals on each day of meal service.

Responsibilities of the FSMC shall include:

A. Purchasing of Supplies for the Food Service Program

Responsible for purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Contracting With Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 *CFR*, Section 200.321 (as applicable).

C. Buy American

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using

agricultural commodities that are produced in the U. S. as provided in 7 *CFR*, sections 210.21(d) and 220.16(d). The FSMC must:

1. **Submit certification statements for all processed agricultural products.** The FSMC must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. **Request SFA approval prior to delivering a nondomestic agricultural commodity or product.** If the FSMC cannot comply with #1 above, the FSMC must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:
 - a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product
 - b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions
 - c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product

D. Facility or Site Operations

The FSMC shall recommend:

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities

- Hours and number of positions at each site to meet food service operational needs

E. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable).

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program.

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

F. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

G. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional and health certifications, and consistent quality control both in production and service.

H. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA.

I. Education

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and the school board, upon request.

J. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the type and number of meals delivered to each school site will be submitted to the SFA contact by the FSMC consultant/representative on or before the 7th of each month (7 CFR, 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs.

FSMC Tasks

(FSMC HAS A CENTRAL KITCHEN FACILITY FOR MEAL PREPARATION)

(Delivery date, if applicable)

FSMC HAS OBTAINED STATE APPROVAL AS FOODS PROCESSOR)

(Delivery date, if applicable)

**FSMC MUST HAVE VEHICLES AND EQUIPMENT NEEDED FOR DAILY
TRANSPORT OF MEALS TO SCHOOL SITES**

(Delivery date, if applicable)

**FSMC MUST ASSIGN AN EMPLOYEE TO EACH SCHOOL SITE TO PROVIDE MEAL
SERVICE FOR LUNCH (Delivery date, if applicable)**

Exhibit B

Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR*, Part 200.

All costs are based on the average daily participation of 5,502 students for lunch and 4,137 students for breakfast and 180 school days.

Cost per Meal

Note: Prices must **not** include values for donated foods, and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	745,000	\$	\$
Lunch	990,000	\$	\$
Snacks	0	\$	\$
Seamless Summer Feeding Option	0	\$	\$
Non-reimbursable Meals	0	\$	\$
TOTAL	1,735,000	\$	\$

*Units to be provided by SFA

Archdiocese of Los Angeles							
School List 2024-2025	Grades	Enrollment	School Address	School City	State	Zip Code	School Phone
Ascension School	PK - 8	164	500 W. 111th Pl.	Los Angeles	CA	90044-4262	(323) 756-4064
Dolores Mission School	PK - 8	208	170 S. Gless St.	Los Angeles	CA	90033-3308	(323) 881-0001
Guardian Angel School	PK - 8	166	10919 Norris Ave.	Pacoima	CA	91331-7100	(818) 896-1113
Holy Innocents School	PK - 12	268	2500 Pacific Ave.	Long Beach	CA	90806-3034	(562) 424-1018
Holy Name of Jesus School	PK - 8	81	1955 W. Jefferson Blvd.	Los Angeles	CA	90018-3413	(323) 731-2255
Holy Name of Mary School	PK - 8	338	124 S. San Dimas Cyn. Rd.	San Dimas	CA	91773-3153	(909) 542-0450
Holy Spirit School	PK - 8	157	1418 S. Burnside Ave.	Los Angeles	CA	90019-4014	(323) 933-7775
Immaculate Conception School	PK - 8	182	830 Green Ave.	Los Angeles	CA	90017-4313	(213) 382-5931
Mother of Sorrows School	PK - 8	181	100 W. 87th Pl.	Los Angeles	CA	90003-3316	(323) 758-6204
Mother of Sorrows School PS	PS	11	8803 S. Main Street	Los Angeles	CA	90003-3316	(323) 758-6204
Nativity School (LA)	PK - 8	305	944 W. 56th St.	Los Angeles	CA	90037-3626	(323) 752-0720
Our Lady of Guadalupe School (LA)	PK - 8	123	436 N. Hazard Ave.	Los Angeles	CA	90063-3447	(323) 269-4998
Our Lady of Guadalupe School (RH)	PK - 8	75	4522 Browne Ave.	Los Angeles	CA	90032-1819	(323) 221-8187
Our Lady of Loretto School	PK - 8	90	258 N. Union Ave.	Los Angeles	CA	90026-5435	(213) 483-5251
Our Lady of Lourdes School (LA)	PK - 8	138	315 S. Eastman Ave.	Los Angeles	CA	90063-3921	(323) 526-3813
Our Lady of Peace School	PK - 8	120	9022 Langdon Avenue	North Hills	CA	91343-3919	(818) 894-4059
Our Lady of the Holy Rosary School	PK - 8	101	7802 Vineland Ave	Sun Valley	CA	91352-4552	(818) 765-4897
Our Lady of the Miraculous Medal School	PK - 8	341	840 N. Garfield Ave.	Montebello	CA	90640-1607	(323) 728-5435
Our Lady of the Rosary of Talpa School	PK - 8	252	411 S. Evergreen Ave.	Los Angeles	CA	90033-4410	(323) 261-0583
Our Lady of the Rosary School	PK - 8	209	14813 Paramount Blvd.	Paramount	CA	90723-3406	(562) 633-6360
Our Lady of Victory School	PK - 8	116	601 E. Palmer Ave.	Compton	CA	90221-2615	(310) 631-1320
Resurrection School	PK - 8	207	3360 E. Opal St.	Los Angeles	CA	90023-2917	(323) 261-5750
Sacred Heart School (LA)	PK - 8	231	2109 Sichel St.	Los Angeles	CA	90031-3027	(323) 225-4177
San Miguel School	PK - 8	202	2270 E. 108th St.	Los Angeles	CA	90059-1346	(323) 567-6892
Santa Isabel School	PK - 8	134	2424 Whittier Blvd.	Los Angeles	CA	90023-1302	(323) 263-3716

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Santa Rosa de Lima School	PK - 8	127	1316 Griffith Street	San Fernando	CA	91340-4129	(818) 361-5096
Santa Teresita School	PK - 8	73	2646 Zonal Ave.	Los Angeles	CA	90033-1436	(323) 221-1129
SS. Peter and Paul School	PK - 8	172	706 Bay View Ave.	Wilmington	CA	90744-5308	(310) 834-5574
St. Albert the Great Middle School	6 - 8	70	823 E. Compton Blvd.	Compton	CA	90220-1105	(310) 515-3891
St. Albert the Great School	PK - 5	151	804 E. Compton Blvd.	Compton	CA	90220-1197	(310) 323-4559
St. Aloysius Gonzaga School	PK - 8	209	2023 E. Nadeau St.	Los Angeles	CA	90001-3503	(323) 582-4965
St. Alphonsus School	PK - 8	90	552 S. Amalia Ave.	Los Angeles	CA	90022-2630	(323) 268-5165
St. Anne Mission School	PK - 8	140	2015 Colorado Ave.	Santa Monica	CA	90404-3415	(310) 829-2775
St. Anthony School (LB)	PK - 8	180	855 E. 5th St.	Long Beach	CA	90802-2602	(562) 432-5946
St. Athanasius School	PK - 8	102	5377 Linden Ave.	Long Beach	CA	90805-6062	(562) 428-7422
St. Augustine School	PK - 8	52	3819 Clarington Ave.	Culver City	CA	90232-2733	(310) 838-3144
St. Cecilia School	PK - 8	162	4224 S. Normandie Ave.	Los Angeles	CA	90037-2325	(323) 293-4266
St. Christopher School	PK - 8	60	900 W. Christopher St.	West Covina	CA	91790-3703	(626) 960-3079
St. Columbkille School	PK - 8	180	145 West 64th St.	Los Angeles	CA	90003-1415	(323) 758-2284
St. Eugene School	PK - 8	244	9521 S. Haas Ave.	Los Angeles	CA	90047-3739	(323) 754-9536
St. Frances X. Cabrini School	PK - 8	215	1428 W. Imperial Hwy.	Los Angeles	CA	90047-4901	(323) 756-1354
St. Gertrude School	PK - 8	252	6824 Toler Ave.	Bell Gardens	CA	90201-3210	(562) 927-1216
St. Hilary School	PK - 8	122	5401 South Citronell Ave.	Pico Rivera	CA	90660-2707	(562) 942-7361
St. Jerome School	PK - 8	173	5580 Thornburn St.	Los Angeles	CA	90045-2141	(310) 670-1678
St. John Chrysostom School	PK - 8	252	530 E. Florence Ave.	Inglewood	CA	90301-1402	(310) 677-5868
St. John the Baptist School	PK - 8	268	3870 Stewart Ave.	Baldwin Park	CA	91706-4133	(626) 337-1421
St. Joseph School (H)	PK - 8	308	11886 Acacia Ave.	Hawthorne	CA	90250-3003	(310) 679-1014
St. Joseph School (LP)	PK - 8	221	15650 E. Temple Avenue	La Puente	CA	91744-3924	(626) 336-2821
St. Joseph School (P)	PK - 8	109	1200 W. Holt Ave.	Pomona	CA	91768-3458	(909) 622-3365
St. Lawrence of Brindisi School	PK - 8	265	10044 Compton Ave.	Los Angeles	CA	90002-2851	(323) 564-3051
St. Louis of France School	PK - 8	128	13901 E. Temple Ave.	La Puente	CA	91746-2021	(626) 918-6210

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St. Lucy School	PK - 8	150	2320 Cota Ave.	Long Beach	CA	90810-3230	(562) 424-9062
St. Malachy School	PK - 8	140	1200 E. 81st. St.	Los Angeles	CA	90001-3308	(323) 582-3112
St. Marianne de Paredes School	PK - 8	243	7911 Buhman Ave.	Pico Rivera	CA	90660-4725	(562) 949-1234
St. Matthias School	PK - 8	210	7130 Cedar St.	Huntington Park	CA	90255-5248	(323) 588-7253
St. Michael School	PK - 8	291	1027 W. 87th St.	Los Angeles	CA	90044-2107	(323) 752-6101
St. Odilia School	PK - 8	270	5300 S. Hooper Ave.	Los Angeles	CA	90011-4809	(323) 232-5449
St. Patrick School	PK - 8	299	10626 Erwin St.	No. Hollywood	CA	91606-5042	(818) 761-7363
St. Paul School	PK - 8	124	1908 S. Bronson Ave.	Los Angeles	CA	90018-1039	(323) 734-4022
St. Philip Neri School	PK - 8	211	12522 Stoneacre Ave.	Lynwood	CA	90262-5314	(310) 638-0341
St. Raphael School (LA)	PK - 8	248	924 W. 70th St.	Los Angeles	CA	90044-5221	(323) 751-2774
St. Rose of Lima School (MW)	PK - 8	82	4422 E. 60th St.	Maywood	CA	90270-3103	(323) 560-3376
St. Sebastian School (LA)	PK - 8	129	1430 Federal Ave.	Los Angeles	CA	90025-2302	(310) 473-3337
St. Thomas Aquinas School	PK - 8	148	1501 S. Atlantic Blvd.	Monterey Park	CA	91754-5202	(323) 261-6583
St. Thomas the Apostle School	PK - 8	240	2632 W. 15th St.	Los Angeles	CA	90006-4329	(323) 737-4730
St. Turibius School	PK - 8	98	1524 Essex St.	Los Angeles	CA	90021-2615	(213) 749-8894
St. Vincent School	PK - 8	258	2333 S. Figueroa St.	Los Angeles	CA	90007-2501	(213) 748-5367
Transfiguration School	PK - 8	149	4020 Roxton Ave.	Los Angeles	CA	90008-2719	(323) 292-3011