



HAWKING STEAM CHARTER SCHOOLS, INC

REQUEST FOR PROPOSAL 2020-21 VENDED MEALS

Due Date
June 5, 2020 by 5:00pm

INTRODUCTION

Hawking STEAM Charter Schools, Inc. (hereinafter referred to as the school food authority [SFA]) is requesting proposals for their vended meal service (breakfast and lunch).

Respondents should not construe from this 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 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 Board at its regularly scheduled meeting.

RESPONSE DATE / TIMELINE

Interested vendors must submit a proposal with quote via proposal (one copy) no later than **June 5, 2020 at 5:00pm to btaylor@hawkingcharter.org**. Submittals must be valid for 30 days following the submission deadline.

Questions may be submitted via email to Bill Tayler at btaylor@hawkingcharter.org

SCOPE OF WORK

The SFA is seeking an organization that is familiar with the following programs:

- The National School Lunch Program (NSLP)
- School breakfast Program (SBP)

Site Data:

School Name:	Hawking 1	Hawking 2
Grades in school	K-8	K-8
Site address	489 E Street Chula Vista, CA 91910	1275 30th Street San Diego, CA 92154
Free/Reduced %	75%	75%
SY20-21 Projected enrollment	674	641
SY20-21 Number of operating days	180	180
Average daily breakfast	90	110
Average daily lunch	310	320
SY20-21 School start date	8/10/2020	8/10/2020
SY20 School end date	6/9/2021	6/9/2021
Kitchen Equipment	None: Vendor must provide	None: Vendor must provide

The SFA may do breakfast in the classroom, however that may change in Fall 2020. At this time we are requesting breakfast to be unitized/pre-packed.

VENDOR AND FOOD QUALIFICATIONS

The ideal food vendor will have the following qualifications:

- Provide appropriate utensils and napkins as needed for the meals.
- Provide required refrigeration and heating equipment.
- Provide consistent quality control.
- Provide responsible and responsive account manager.
- NSLP compliant meals/snacks (all meals must be eligible for state and federal reimbursement).
- NSLP menu recordkeeping and planning necessary to receive reimbursements.
- Be familiar with State and Federal regulations pertaining to operations in a school setting.
- Comply with all state, county and city health and sanitation requirements. SFA reserves the right to inspect Vendor's facilities at any time during the contract period.
- Has valid certifications and insurance documents.

Food qualifications:

- Provide daily meals delivered unitized/pre-packaged
- Provide a daily vegetarian entrée option
- Provide fresh, nutritious, tasty, and visually appealing meals.
- Provide fresh fruit and/or vegetable with every meal.
- Provide lowfat or nonfat milk with each meal.
- No hydrogenated oils.
- No artificial trans fats.
- No more than 30% of calories from total fat, and no more than 10% of calories from saturated fats.
- No overly processed foods.
- No high fructose corn syrup.
- No artificial preservatives, colors, flavors or sweeteners.
- No MSG.
- Foods with little or no added sugar.
- Meats shall be free of nitrates and nitrites.
- No animal by-products.
- No mechanically separated meats.
- No BHA & BHT.
- Use organic and locally produced ingredients whenever possible.

COVID-19 PANDEMIC-RELATED MODIFICATIONS TO FOOD SERVICE

Due to the ongoing COVID-19 Pandemic, we anticipate the likelihood of following a modified schedule for at least part of the 2020/2021 school year. Accordingly, the Vendor must be able to provide in-school and take-home meals in accordance with each of the following possible schedules:

1. **Full Time Distance Learning.** Under this schedule, students would not come to school and would continue distance learning at home. The Vendor would need to deliver take-home meals to the schools. All meals for an entire week would need to be delivered together so that students' family members could pick up an entire week's worth of meals in one trip.
2. **Two Days Per Week at School.** Under this schedule, the students would be divided into two groups, with each group coming to schools two days per week. The Vendor would need to deliver meals to the schools for the students on site to consume at school, and the Vendor also would need to deliver take-home meals for the students to take home for the days they are not at school.
3. **One Day Per Week at School.** Under this schedule, the students would be divided into five groups, with each group coming to schools one day per week. The Vendor would need to deliver meals to the schools for the students on site to consume at school, and the Vendor also would need to deliver take-home meals for the students to take home for the days they are not at school.

Vendor's response to the RFP should provide examples of specific take-home meals that would be provided. Take-home meals should be nutritionally equivalent to meals offered at school. Vendor's ability to provide high-quality take-home meals will be a significant factor in choosing that Vendor to provide food services.

VENDOR RESPONSIBILITIES

The Vendor shall be responsible for the following:

- Provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- Deliver meals to the school at times specified by SFA, pre-packed and cold, to be heated on site.
- Condition or care of meals until they are delivered to the school.
- Provide to SFA no later than one (1) week prior to the end of each month, a monthly menu covering the meals to be served for the following month in an electronic file.
- Provide SFA with sack lunches for field trips when requested. All meals for field trips must meet the appropriate meal pattern requirements.
- Maintain the proper temperature of the components until they are delivered.
- Maintain all necessary records on the nutritional components and quantities of the meals served at SFA and make said records available for inspection by State and Federal authorities upon request.
- Comply with all federal, state and local laws, regulations and recommendations/guidelines related to COVID-19 when preparing or delivering meals (e.g., workplace sanitation, use of PPE, physical distancing).

SCHOOL RESPONSIBILITIES

SFA will be responsible for the following:

- Weekly ordering of the number of meals needed for each day of the following week.
- Condition and care of meals once accepted upon delivery.
- Service of meals to students.

- Maintenance of the premises, equipment and facilities where meals will be served, and will adhere to the highest standards of cleanliness and sanitary practices to ensure compliance with state and local health and sanitation requirements related to the food service program.
- Distribution and collection of applications, determining student eligibility, counting meals served in accordance with eligibility, consolidation of counts of meals served to students, and claiming of meals for reimbursement.
- Maintenance of records required to substantiate free and reduced-price meals.
- Payment of invoices to the vendor using net 30 terms.
 - Vendor must submit MONTHLY invoices
 - No payment will be made for meals that are spoiled or unwholesome at time of service, do not meet the specifications, or do not otherwise meet the requirement of the agreement. However, no deduction will be made unless SFA provides written notification of the meal service for which the deduction is to be made, specifying the number of meals for which we intend to deduct payment and setting forth the reasons for the deduction. SFA will provide such notice no later than three (3) business days after the date the meal was served.

PROPOSAL SPECIFICATIONS

Contract Period:

The contract period will be July 1, 2020 through June 30, 2021, with the option to renew up to four (4) one-year contracts.

Proposals must include:

- Description of services including but not limited to the following:
 - Menu development rationale
 - Placing orders
 - Nutrition advocacy
 - Duration and extent of experience in the operation of school meal services
 - Additional services
- Cost per meal
- Sample 21-day cycle menu for breakfast and lunch including nutritional information showing compliance with federal and state meal program requirements.
- A copy of current health certifications for the food service facility in which it prepares meals for the NSLP.
- Proof of liability insurance and proposed indemnity language
- Materials/supplies provided
- 3 professional references from schools currently operating the National School Lunch Program in CA
- Sample daily meal transport/production record

Please include the following certifications in your proposal and contract; attached within this document:

- Certificate of Independent Price Determination
- Certification Regarding Debarment, Suspension, and Ineligibility
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Byrd Anti-Lobbying Amendment

TERM OF CONTRACT (must be included in final contract)

The contract will be for one school year with the possibility of renewal up to four years.

This contract may be extended by the SFA and the VENDOR under the rules and regulations prescribed by the Commissioner of Education; however, pursuant to federal regulations CFR Part 210.16 (d), the contract between a school food authority and food service management company shall be of a duration of no longer than (1) one year; with the option to renew/extend annually with a maximum of (4) four years. Such renewals/extensions shall be executed prior to termination of the preceding contract period and shall not extend the original contract period beyond five years.

The SFA or the VENDOR may terminate the contract, for cause, by giving sixty (60) days written notice, except: If the VENDOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of bidders insolvency. If anticipated revenues or commodity assistance from federal and State reimbursements are reduced and the VENDOR submits in writing a proposal of recommended changes necessary to maintain program solvency yet the SFA repeatedly refuses or fails to take appropriate action to maintain program solvency within thirty (30) days of receipt of said notice, the VENDOR may, without prejudice and within seven (7) days written notice, terminate the contract.

The SFA or VENDOR may terminate the contract, for convenience, by giving sixty (60) days advance written notice to the other party. Such notice shall set forth with sufficient specificity such party's reasons for contemplating termination. A VENDOR facilitating the termination for convenience clause must provide adequate advance notice, to the SFA that would permit the SFA sufficient time to arrange alternate food service.

Neither the VENDOR nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of either the VENDOR or the SFA, respectively, and which by the exercise of due diligence it is unable to prevent.

Contract Cost Adjustment: The SFA may negotiate at the end of each one year contract period for a cost increase not to exceed the annual percentage increase of the Consumer Price Index for all Urban Consumers for the preceding year, provided it has been satisfactorily established by the VENDOR that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract.

The VENDOR shall comply with the Buy American Provision, including but not limited to 7 CFR 210.21, 7 CFR Part 200, and 7 CFR Part 250 for contracts that involve the purchase of food. The SFA reserves the right to review VENDOR purchase records to ensure compliance with the Buy American provision. The VENDOR shall provide Nutrition Fact labels and any other documentation requested by the SFA to ensure compliance with Buy American.

Buy American—Section 104(d) amended section 12 of the NSLA (42 U.S.C. 1760) to require SFAs participating in the NSLP and SBP to purchase for those programs, to the maximum extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (over 51 percent of the processed food comes from American produced products). The VENDOR shall certify the percentage of U.S. content in the products supplied to the SFA. The SFA reserves the right to review vendor purchase records to ensure compliance with Buy American provision. The VENDOR shall comply with the Buy American provision for contracts that involved the purchase of food as required by Title 7 CFR, part 210.21(d).

PROPOSAL CRITERIA

Points	Criteria	Minimum Standard	Evidence/Documents Required to Demonstrate	Total
10	K-12 Experience in National School Lunch Program	A minimum of five years in K-12 food service management -specifically National School Lunch and Breakfast Program	Documentation of experience as outlined in company history	
10	References	Vendor must provide at least three local customer references	Documentation of all K-12 organizations vendor has had contracts with in the past five years with contact information	
15	Ability to deliver daily meals prepackaged	Vendor must be able to meet all food safety laws and deliver meals daily in the manner requested	Description and location of facility where meals will be cooked/prepared, delivery and logistics schedule. List of equipment provided.	
15	Menu Appeal	Vendor must submit a 21 day menu for all meals platforms requested	Menus will be graded upon nutritional quality, variety and appeal	
15	Take-Home Meal Menu	Vendor must be able to provide high quality take-home meals and submit a 21 day menu for take-home meals.	Menus will be graded upon nutritional quality, variety and appeal	
35	Cost	Provide a cost per meal as shown in the fee proposal table	Vendors will be ranked according to cost	
100				

Fee Proposal

Fees should include:

- Delivery costs
- Equipment for both campuses
- Utensils
- Milk (2 types delivered daily)

Pre-packaged meals required

Meal Type	Annual	Fee per Meal	Annual Cost
Lunch		\$	\$
Breakfast		\$	\$
total			\$

The SFA shall award the contract to the lowest Responsive and responsible bidder or bid/offer most advantageous to the program with price and other factors considered [2 CFR, Section 200.320(c)(2)(iv)].

Respondent References

List three references to which the Respondent has provided meal vendor services within the past 3 years. 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		

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 *CFR*, Part 3018, "New Restrictions on Lobbying," 7 *CFR*, Part 3017, "Government-wide Debarment and Suspension (Nonprocurement)," and 7 *CFR*, Part 3021, "Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Title 31, *U.S. Code* (31 *U.S.C.*) Section 1352, and implemented at

7 *CFR*, Part 3018, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 7 *CFR*, Section 3018.105, the applicant certifies that:

- (a) 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with these instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Disclosure Of Lobbying Activities and Instructions

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

Approved by OMB

(See next page for public burden disclosure)

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<p>1. Type of Federal Action:</p> <p>a. Contract</p> <p>b. Grant</p> <p>c. Cooperative agreement</p> <p>d. Loan</p> <p>e. Loan guarantee</p> <p>f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application</p> <p>b. Initial Award</p> <p>c. Post-Award</p>	<p>3. Report Type:</p> <p>a. Initial filing</p> <p>b. Material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Prime <input type="checkbox"/> Subawardee <input type="checkbox"/></p> <p>Tier, if known <input type="checkbox"/></p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, 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>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>c. 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:</p>	
	<p>Print Name:</p>	
	<p>Title:</p>	
	<p>Telephone No: ()</p>	<p>Date:</p>
<p>FEDERAL USE ONLY:</p>		<p><i>Authorized for Local Reproduction</i> Standard Form (SF—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 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 (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first 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, U.S. Department of Agriculture, Food and Nutrition Service.
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., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include 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 phone 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, and implemented at 7 *CFR* Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Section 3017.200:

- A. The contractor 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 applicant is unable to certify to any of the statements in this certification, he or she 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

Certificate of Independent Price Determination

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

Name of VENDOR

Name of SFA

A. By submission of this offer, the offeror (VENDOR) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:

1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the offeror certifies that:

1. He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
2. He or she is not the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

<hr/> Signature of VENDOR’s	<hr/> Title	<hr/> Date
Authorized Representative		

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.

<hr/> Signature of SFA’s	<hr/> Title	<hr/> Date
Authorized Representative		

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

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