REQUEST FOR QUALIFICATIONS AND PRICING PROPOSALS
STRATEGICALLY SOURCED - PREPARED MEAL & DELIVERY SERVICES

RFQ/P No. - PMDS -2018

Issue Date: October 30, 2017

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
135 Van Ness Avenue, Room 123
San Francisco, CA 94102
The San Francisco Unified School District ("District") is requesting qualified firms, partnerships, corporations, associations, persons, or professional organizations ("Firm(s)" or "Vendor(s)" or "Proposer(s)") to submit a statement of qualifications and pricing proposals ("RFQ/P") to the District for meal preparation and delivery services ("Services"), as described herein.

**All Proposals must be received on or before NOVEMBER 27, 2017, no later than 2:00 p.m.**

Proposals are to be submitted only in sealed envelopes; facsimile and electronic transmissions are not permitted. Late responses will not be accepted. Proposals will be opened immediately after they are due. Proposals received after the due date and not in accordance with the instructions set forth in the RFQ/P will be rejected.

Interested Firms are invited to submit a Proposal as described below, with one (1) original and five (5) copies of requested materials as well as a digital copy on a thumb drive, to:

San Francisco Unified School
District Purchasing Department
RFQ/P - PMDS-2018
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

All inquiries/questions/requests for clarification regarding the RFQ/P must include reference to the RFQ/P number and the section, page, etc. that the firm is inquiring about. Questions regarding this RFQ/P must be submitted online in writing and directed to Leon Ho at hol@sfusd.edu on or before 5:00 p.m., NOVEMBER 8, 2017. Firms are directed not to contact any other person with inquiries regarding this RFQ/P. The District may respond to questions presented via addenda to this RFQ/P.

**KEY EVENTS SCHEDULE**

The target schedule for completion of this procurement is shown below. The dates are subject to change.

<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFQ/P Release</td>
<td>October 30, 2017</td>
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<tr>
<td>Deadline for Final Written Questions</td>
<td>November 8, 2017</td>
</tr>
<tr>
<td>Pre-proposal Conference</td>
<td>November 13, 2017</td>
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<tr>
<td>Sample Meal Submission to Community Tasting Panel</td>
<td>December 12 and 13, 2017</td>
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<tr>
<td>Proposal Due Date</td>
<td>November 27, 2017</td>
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<tr>
<td>Staff Notification of Selection / Intent to Award</td>
<td>December 18, 2017</td>
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<td>Protest Period Ends</td>
<td>December 21, 2017</td>
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<tr>
<td>Contract is Finalized and Signed by Vendor</td>
<td>January 3, 2017</td>
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<tr>
<td>Board of Education Approval Date</td>
<td>January 9, 2018</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>July 1, 2018</td>
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</table>
Pre-Response Meeting: A pre-response meeting will be held on NOVEMBER 13, 2017 at 11:00 a.m., at 135 Van Ness Avenue, Room 210, San Francisco, CA 94102. Interested Firms are encouraged to attend.

Mandatory Community Tasting Panel: All Firms which submit proposals that meet the Essential Requirements specified in the RFQ/P, will be required to provide to the District sample meals. The sample meal will be anonymously presented by the District to a Community Tasting Panel for evaluation.

This RFQ/P is not a formal request for Proposals, or an offer by the District to contract with Firm(s) responding to this RFQ/P. The District reserves the right to reject any and all Responses. The District also reserves the right to amend this RFQ/P as necessary. All materials submitted to the District in response to this RFQ/P shall remain the property of the District. The District shall not be responsible for the costs of preparing any proposal in response to the RFQ/P.

**RFQ/P – REFERENCED/ ATTACHED DOCUMENTS**

- Attachment “1” - Material Terms of Agreement for Meal Preparation and Delivery Services
- Attachment “2” - Scope of Services (“SOW”)
- Attachment “3” - Bid Form / Fee Schedule
- Attachment “4” - Community Tasting Test Panel Tally Sheet
- Attachment “5” - Good Food Purchasing Resolution; 2015 Wellness Policy
- Attachment “6” - Good Food Purchasing Standards Brochure / Commitment Level Scoring Sheet
- Attachment “7” - Contractor Responsibility Questionnaire
- Attachment “8” - Nutrition Baseline Assessment
- Attachment “9” - SFUSD Nutrition Guidelines
- Attachment “10” - Map of School and Delivery Sites

1. **GENERAL INFORMATION**

Overview

The District invites qualified Firms to submit a Proposal related to its ability to provide the Meal Preparation / Delivery Services, as more fully indicated herein. The San Francisco Unified School District (hereinafter also “SFUSD” or “District”), founded in 1851, is the seventh largest school district in California, educating over 57,000 preK-12 students every year. During regular school year 2016-17, SFUSD served meals at 74 elementary and K8 schools; 14 middle schools, and; 27 high schools (including two continuation schools and an independent study school); 15 early education schools; and 13 active charter schools authorized by the District. During the summer session, SFUSD served meals at 32 elementary and K-8 schools; 13 middle schools, and; 9 high schools.

SFUSD’s mission is to provide each student with an equal opportunity to succeed by promoting intellectual growth, creativity, self-discipline, cultural and linguistic sensitivity, democratic responsibility, economic
competence, and physical and mental health so that each student can achieve his or her maximum potential. Given the clear connections between health, learning, and attendance, student nutrition is a priority for the SFUSD.

SFUSD’s Student Nutrition Services (SNS) department operates the largest public food service program in San Francisco, providing 20,000 lunches, 7,500 breakfasts, 6,000 suppers and 3,000 after-school snacks (48,000 pounds of food) on a daily basis. SNS also provides meal service for Summer School. SNS is committed to ensuring students are properly nourished throughout the school day so they are prepared to learn and achieve academically.

Student Nutrition Services is a student centered, equitable, and financially stable school food eco-system that provides dignified meal experiences and engages all students in eating fresh, healthy food. The mission of SNS is nourish to our students every day with quality food that enables them to live healthy lives and thrive inside and outside the classroom, as we innovate to strengthen SFUSD’s school food eco-system.

SNS is committed to supporting the District's sustainability goals, through increasing the use of sustainably produced, locally grown products, including products that have not been treated with non-therapeutic antibiotics. Further the District is committed to San Francisco's goals to achieve Zero Waste by 2020 by using compostable wares wherever possible.

As required by the California Education Code, the District has a responsibility to provide one nutritionally adequate meal each day to each enrolled needy student. The definition of a needy student is one who qualifies for a free or reduced-price meal under the family size and income guidelines for the National School Lunch or Breakfast Program. There are currently over 30,000 youth that qualify for free or reduced-price lunches in San Francisco and it remains SNS's commitment to feed all of our students the highest quality, freshest and most nutritious meals available. The District's Board of Education has also passed the Feeding Every Hungry policy which ensures that no child is denied a meal because of inability to pay.

The national trend, from the Healthy Hunger Free Kids Act to the Let’s Move Campaign, is focused on ensuring health and wellness for all students, including access to freshly prepared food, nutrition education, and an increase in availability of fresh fruits and vegetables. On April 28, 2015, the Board of Education approved its comprehensive Wellness Policy, recognizing student wellness as a core District value; on June 23, 2015, the District updated its Nutrition Guidelines consistent with the policies and guiding principles of the HHFKA and Let’s Move Campaign.

SNS wholeheartedly embraces and supports these efforts and continues the District’s commitment to student health by reducing the daily intake of fats, sodium, and sugar while increasing the consumption of dietary fiber, fruits, vegetables, whole grain products, and legumes.

Moreover, on May 24, 2016, SFUSD adopted the Good Food Purchasing Program (GFPP). The GFPP is a metric based framework and set of tools that guides organizations to direct their buying power toward suppliers that meet five inter-connected values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition.
The purpose of the GFPP program is to make Good Food (defined as “food that is healthy, affordable, fair, and sustainable”) more widely available to all communities in order to promote healthier eating habits, support our local economy, and create more well-paying jobs along the food supply chain. The District is excited to work with vendors who share our commitment to the GFPP. This RFQ/P is an opportunity for proposers to demonstrate your level of commitment of GFPP principals, and District policies.

**Mission / Objectives:**

The District is seeking to redefine our school meal program, in harmony with the District’s Good Food Purchasing Program and its Nutrition Policies, with the goal of developing through innovative partnerships and practices, an effective meal purchasing model that considers, in addition to cost, the quality of the food used to prepare the meals as well as its timely-delivery. We believe that authentic and diverse partnerships are essential to the creation of a sustainable, quality school dining experience.

Our objectives include:

- increasing access throughout the school day to delicious nutritious food that appeals to students;
- providing experiences that will increase healthy eating at school and create environments that support healthy choices; and
- supporting the creation of a new dining culture, where meals are an integral part of the day for the entire school community.

**District Priorities:**

Safe, wholesome nutritious food is of the highest priority. The selected vendor must support the District in the removal of all non-value-added costs as well as possess similar shared values and principles. In addition, special attention will be paid to proposals that meaningfully incorporate the following District priorities:

- Proximity to San Francisco / Local Presence
- Commitment to use of Seasonal Produce
- Commitment to use of Locally Grown/Produced products
- Commitment to use of Sustainably Produced products
- Current capacity to fulfill SFUSD needs
- Content viewable packaging or realistic renderings of contents
- Level of commitment to the provision of staff support services for milestone SFUSD and school nutrition centered events:
  - Back to School events introducing parents and students to Breakfast in the Classroom programs
  - National School Lunch Week
  - National School Breakfast Week
  - Summer School meal options
  - Ongoing support for efforts to increase participation
2. SERVICES

The selected Firm ("Vendor") shall perform the Strategically Sourced - Prepared Meal & Delivery Services under the District’s form of Independent Contractor Agreement for Meal Preparation and Delivery Services ("Agreement"); the MATERIAL TERMS of the Agreement are included for Vendor’s reference as Attachment “1”. The Scope of Services (“SOW”) to be performed by the selected Firm, is also attached for Vendor’s reference as Attachment “2”. The following summary is provided as a general overview of the SOW:

2.1. Meals. Vendor shall ensure that all meals furnished meet or exceed the level of commitment to GFPP standards pledged in its Proposal. Vendor shall ensure that all meals furnished meet or exceed the U.S. Department of Agriculture (USDA) requirements under the Healthy Hunger Free Kids' Act (HHFKA) for the following child nutrition programs including School Breakfast, National School Lunch, Afterschool Snack, and At Risk After School Meals.

2.2. Utilization of USDA Foods. The District participates in the U.S. Department of Agriculture (USDA) Foods Program and the Department of Defense (DOD) Fresh Fruit and Vegetable Program administered by the California Department of Education Nutrition Services Division (NSD). USDA Foods and DOD produce are ordered and/or received through the NSD’s Food Distribution Program and a local produce company. Vendor must be willing to accept the District’s USDA and DOD foods into its facility or facilities and shall utilize such foods in the meal platform whenever such foods are compatible with the meal platform as determined by the District.

2.3. Food Quality, Inspections and Labeling. Vendor shall ensure that all meat, fish, and poultry used in meals provided under this Contract originates from a regularly operated plant which is under the supervision of or recognized by the Federal Meat Inspection Division of the USDA.

2.4. Packaging and Condiments. The District supports the City and County of San Francisco’s Food Service Waste Reduction Ordinance and its goal to achieve Zero Waste by 2020.

2.5. Delivery. District student participation in school meal programs comprises approximately 20,000 lunches, 7,500 breakfasts, 6,000 suppers and 3,000 after-school snacks served on school days during the regular school year at approximately one-hundred fourteen (114) Elementary, Middle and High Schools, as well as meal service during summer school in lesser amounts. If award is made, Vendor shall provide meal services to the District to meet such volume of student participation pursuant to the terms and conditions of the Agreement. Attachment 10 (“City Map and Site Location”) provides a map showing the geographic distribution of the current delivery sites. Contractor must provide inside delivery to approximately one hundred and thirty (130) K-12 sites and fourteen (14) EED sites daily, throughout the school year according to the SFUSD K-12 and Pre-K instructional calendars and as detailed elsewhere herein. During K-12 recesses (Winter, Spring, Summer recesses), no deliveries are made to K-12 sites, however, EED daily deliveries increase to approximately forty-six (46) sites. During K-12 summer school, daily K-12 site deliveries...
are required to approximately fifty to sixty (50-60) K12 sites per summer, with this number varying from year to year.

2.6. **Marketing; Public Relations; Education.** Vendor shall implement a local, SNS-driven and SNS approved marketing and education plan designed to increase participation among the students and create a positive image of the program to the parents and community.

2.7. **New Meals and Meal Components.** Vendor will work with SNS to develop new meals and meal components that conform to the price constraints of the Contract. As new meals and meal components are tested and approved for inclusion in the 21-day menu cycle, the District reserves the right to order these meals and meal components in substitute for existing ones.

2.8. **Product Samples.** During the term of this Agreement, Vendor shall grant District's requests for samples, free of charge, of any product being purchased from Vendor pursuant to this Agreement, or being proposed by Vendor for inclusion as a new item in order to allow District to assess and accept or reject such product as provided.

3. **COMMUNITY TASTING PANEL**

Firms shall be required to provide to the District sample meals at a Community Tasting Panel event as specified below, to be anonymously presented by District staff to a Community Tasting Panel ("Panel") for evaluation using the criteria detailed below.

3.1. The sample meals provided to the Panel will be an opportunity for a Firm to demonstrate understanding of the District’s priorities and objectives, including taste, appearance and cost-effective use of sustainable food and packaging.

3.2. Community Tasting Panel membership participation shall be through invitation and open to students, parents, community members, and District Student Nutrition Services staff.

3.3. The Community Tasting Panel evaluation is based on the National Food Service Management Institute's *Measuring Success with Standardized Recipes* (U.S. Department of Agriculture, Food and Nutrition Service, 2002). A passing score is a requirement of this RFQ/P. The winning Firm, if an award is made, must have received a passing score from the Community Tasting Panel.

Panel members will rate samples based on five traits:

- **a)** Appearance
- **b)** Taste/Flavor
- **c)** Texture/ Consistency
- **d)** Aroma/ Smell
- **e)** Overall Acceptability
A passing final score is defined as a bidder receiving a minimum of points out of a possible 300 points, as calculated across all the representative meal samples provided by that Firm, and as herein required.

3.4. Each Firm shall provide five (5) sample meals, as required below, to the District for the Community Tasting Panel evaluation. The District’s Student Nutrition Services staff (not a Panel member) will heat, or otherwise prepare, each meal pursuant to instructions that the Firm shall also provide with regard to its sample meals. The Student Nutrition Services staff will then present each prepared meal to the Community Tasting Panel for evaluation. The meals provided to the Panel shall not be identified by Firm name, but shall be anonymous, with the identity of the Firm to be tracked by an SNS staffer (not a Panel member) who shall not reveal the Firm's identity until after the Community Tasting Panel event is completed and the scores have been recorded on the Bid evaluation sheet.

3.5. Firms shall provide the sample meals exactly as each would be provided to the District under the Agreement, and exactly as if the meals were going to a school site.

3.6. The five (5) sample meals shall consist of one (1) of each of the following:

1. Chicken Entrée
2. Beef Entrée
3. Vegetarian Entrée
4. Entrée Salas
5. Sandwich (Served Cold)

3.7. A sample evaluation sheet that the District will utilize for the Community Testing Panel is attached hereto as Attachment “4,” Community Tasting Test Panel Tally Sheet, for potential Firms only for information purposes.

4. FORM OF AGREEMENT

4.1. Attached as Attachment “1” to this RFQ/P is the District’s Form Agreement for Meal Preparation and Delivery Services MATERIAL TERMS for Meal Preparation / Delivery Services (“Agreement”), including the insurance and indemnification provisions that the District will include in that Agreement.

4.2. Please indicate in Firm’s Proposal if Firm has any comments or objections to the form of Agreement. **PLEASE NOTE:** The District does not intend to consider any substantive changes to the form of Agreement if they are not submitted at or before this time.
5. **PROPOSAL FORMAT**

Firms’ Proposals must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. Firms’ Proposals shall strive to be no longer than fifty (50) pages, 8½” x 11” paper, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below.

Please note: Proposals submitted on forms other than the prescribed forms contained in this RFQ/P will be rejected. Firms may copy the forms contained in this RFQ/P for use in their proposal submission, but substituted forms or formats are unacceptable.

5.1. **Signed Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm’s experience indicating the unique background and qualities of the Firm, its personnel, and its sub-vendors, and what will make the Firm a good fit for work in the District.

5.2. **Table of Contents.** A table of contents of the material contained in the Proposal should follow the letter of interest.

**TAB ONE – Firm Information.**

A. **Executive Summary.** The executive summary should contain an outline of Firm’s approach, along with a brief summary of Firm’s qualifications.

B. **Proposed Personnel/Project Team.** Include resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm’s and personnel’s availability to provide the Services.

C. **Narrative.** Provide a comprehensive narrative of the services offered by Firm. The narrative should include the detailed Statement of Services for which Firm is submitting its Proposal, and briefly demonstrates Firm’s understanding of the Services and work required for the District. Firm must specifically identify work or services which Firm is excluding from its Statement of Services or which are not included or provided by Firm. Provide a brief history of Firm, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.

D. Provide Firm’s contact information and email address to send Firm notifications hereunder.
E. Describe Firm’s philosophy and how Firm will work with the District staff to perform the Services.

F. Provide a statement of Firm’s financial resources and insurance coverage. Submit latest Financial Statement and the previous two (2) years, either reviewed or audited per Generally Accepted Accounting Principles. Include a certification of correctness of Firm’s statement of financial resources.

G. Provide evidence that Firm has a minimum of appropriate safety controls in place and that an accredited food-safety auditing firm has found those controls to be satisfactory.

H. Specify the current and projected workload of Firm and describe Firm’s ability to complete the Services as required herein.

I. Provide a statement of ALL claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).

J. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Firm’s qualifications and expertise.

TAB TWO - Prior Relevant Experience.

K. Describe Firm’s experience with the U.S. Department of Agriculture (“USDA”), California Department of Education Nutrition Services Division (“NSD”), the Healthy Hunger Free Kids’ Act (“HHFKA”), and the following nutrition programs: School Breakfast, National School Lunch, Afterschool Snack, and At Risk After School Meals.

L. Provide a list of K-12 school districts or equivalent public institutions for which the Firm has provided the same or similar Services to in the past five (5) years. Include the names of the district or public institution, a description of services provided, scope and annual cost of provided Services, and the name of the contact person and telephone number at the district or institution. Also, indicate the Firm’s personnel that performed services for each listed institution.

M. Include letters of reference or testimonials. Firm should limit letters of references or testimonials to no more than ten (10).

TAB THREE Additional Submittals.

N. BID FORM / FEE SCHEDULE. Proposal pricing must be presented on the District’s form Attachment “3.” The Fee Schedule must be clearly filled out and written in ink or typed without interlineations, alterations, or erasures. All pricing and
information on these forms must be filled in completely or the Proposal may be found non-responsive. PLEASE SUBMIT IN SEPARATE, CLEARLY MARKED SEALED ENVELOPE as follows under Tab 3 N. “BID FORM / FEE SCHEDULE.” The envelope with Vendor’s pricing information will be opened after the Vendor’s Qualification Points have been scored.

O. **AWARD LEVEL SCORING SHEET and SAMPLE TRACEABILITY REPORT.** Level of Commitment Indicate on the “Award Level Scoring Sheet” (provided with Attachment “6”) the Level of Commitment you agree to meet and comply with for the duration of services in the five “Value” categories. Points will be awarded based on the Level of Commitment, if any, your Firm can make with its Proposal. No points will be deducted should a vendor be unable make a commitment in any particular Value category, but efforts to make some level of commitment are strongly encouraged.

P. **CONTRACTOR RESPONSIBILITY QUESTIONNAIRE.** Provide responses, if applicable, to the Contractor Responsibility Questionnaire, Attachment “7”.

Q. **NUTRITION BASELINE ASSESSMENT.** Please complete and include with your Proposal the Nutrition Baseline Assessment, developed by the Center for Good Food Purchasing, Attachment “8”.

R. **PROPOSED ROUTING SCHEDULE.** Each bidder shall submit with its bid proposal a detailed proposed routing schedule, which takes into account the volume and geographic distribution of the pickup and delivery sites detailed herein, and which takes into account the number and type of vehicles the bidder will use to perform the Services under this RFQP. Each route must be determined in a way that ensures all meals, meal components and supplies on each site’s daily order within the route can be contained in one delivery trip, as defined in Attachment “2” SOW (under the heading “Delivery Instructions”). Please refer to Attachment “10” (City Map and School Site Locations) as a resource in preparing the Proposed Routing Schedule.

S. **21 DAY MENU CYCLE; 5-DAY GLUTEN AND DAIRY FREE MENU CYCLE.** Each bidder shall submit with its bid proposal a 21-day regular menu cycle, a 5-day gluten free menu cycle and a 5-day dairy free menu cycle detailing all meal services to be provided, including ingredients lists for all items in the menu cycle, and complete nutritional analysis for the 21-day and 5-day menu cycles demonstrating that all meals furnished meet or exceed the 2010 HHFKA requirements (“Healthy Hunger-Free Kids Act Requirements”). In addition, Vendor shall make all efforts to provide variety for students with special diets and dietary restrictions. The 21-day and 5-day menu cycles submitted in the bid response shall conform to the Offer vs. Serve meal platform. Bids shall include service for all meals in the Vendor’s 21-day and 5-day menu cycles and all other necessary meal components five days per week except for school calendar holidays.
Provide additional information about the Firm as it may relate to Firm’s Proposal. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Firm’s qualifications and expertise.

6. **DISTRICT’S EVALUATION / SELECTION PROCESS**

6.1. **Basis of Award**
Subject to the provisions herein, Contract awards will be made to the responsible proposers with the “highest scored,” responsive proposals, giving appropriate consideration to the evaluation factors stated herein. The District reserves the right to make an award to other than the low-cost proposer.

The District intends to select one of the Firms, if any—but reserves the right to select more than one Firm—that best meet(s) the District’s needs to perform the Services as described in this RFQ/P. From the Firms that provide Proposals to the District, the District may, at its discretion, interview some or all of those Firms.

6.2. **Best Value Selection Process**
The Firm will be evaluated and selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success.

This RFQ/P will be evaluated as a “best value” procurement. The District will weigh proposals based on the per-day Meal and Delivery price and the total number of “qualification points” scored using a 1000-point weighted scale format under four (4) Qualification Categories:

1. Level of vendor’s overall commitment to the Good Food Purchasing Plan;
2. Results from the Community Tasting panel event;
3. Experience and approach to the required services, both of the firm and its proposed team; and
4. Overall responsiveness to the requirements set forth in the RFQ/P.

Evaluators will first “score” the Qualification Categories of all submitted proposals, before opening the separately enclosed Attachment “3” Bid Form/Fee Schedule.

The total proposal price will be bid price divided by the proposer’s weighted qualification points resulting in a unit of measurement indicating dollars per quality point. Formula: \$ ÷ Points = “$Points” or “best value” score. The Vendor with the lowest best value score shall be considered the apparent lowest responsible bidder.

Vendors are encouraged to think strategically; the successful firm’s proposal will be the one that commits to the preparation and delivery of the highest quality meals, at the most reasonable price.
7. ESSENTIAL QUALIFICATION REQUIREMENTS

In order to be found sufficiently qualified and responsible in response to this RFQ/P, a firm must demonstrate to the District that it meets each of the following Essential Qualification Requirements.

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<tr>
<th>Essential Qualifications</th>
<th>What We’re Looking For</th>
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<tr>
<td>1. Adequate Financial Resources</td>
<td>Evidence that the proposing firm has been in business long enough to understand, and be able to anticipate and support, its operational needs and to appropriately manage and address the risks associated with its operation.</td>
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<td>2. Safety Record &amp; Controls</td>
<td>Evidence that the proposing firm has a minimum of appropriate safety controls in place and that an accredited food-safety auditing firm has found those controls to be satisfactory.</td>
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<td>3. Comparable Experience</td>
<td>Evidence that the firm has experience in the preparation and delivery of meals to similar sized K-12 public school districts; charter schools; college &amp; universities and other institutional business and industry clients and for which deliveries were made to at least 75 separate institutional locations per day.</td>
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<tr>
<td>4. Appetizing, Quality Meals</td>
<td>Sample meals must meet, at a minimum, a point score of 100 out of a possible 300 points, based upon the aggregate Community Tasting Panel Event scores required by the RFP.</td>
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7.1 Once the District has determined that a Vendor has met the Essential Qualifications Requirements, the submitted proposal will be evaluated as set-forth in 6. DISTRICT’S EVALUATION / SELECTION PROCESS, above and as further discussed in Attachments to this RFQ/P. Failure to meet any of the Essential Qualifications Requirements under 1.-3. above, will preclude Vendor’s further participation in the selection process, including the sample meal submission requirement set-forth in the RFQ/P.

7.2 Following on pages 14-16 are excerpts from the pricing and qualifications Attachments that demonstrate how evaluators will objectively determine the Best Value of each proposal, including:

- PRICING SECTION SUMMARY from Attachment “3”;

- BEST VALUE QUALIFICATION SECTION 1. Good Food Purchasing Plan Commitment Level Point allocation from Attachment “6” PART B. (MINIMUM POINTS Ø – MAXIMUM POINTS 300)

- BEST VALUE QUALIFICATION SECTION 2. Community Tasting Panel review criteria from Attachment “4”. (MINIMUM POINTS 130 – MAXIMUM POINTS 300)
• **BEST VALUE QUALIFICATION SECTION 3. EXPERIENCE / APPROACH:**

  *(MINIMUM POINTS 190 – MAXIMUM POINTS 250)*

- Recent and substantial experience providing the same services to large, urban k-12 Districts in California or directly comparable market channels; Recent and substantial experience providing food to commercial clients in an environment requiring a fast and efficient system for meal delivery. **25 points.**
- Sufficient fleet of resources on hand to meet delivery requirements, or ability to easily expanded through leasing, subcontracting or acquisition; demonstrates ability for timely and accurate delivery. **25 points.**
- Understanding of SFUSD’s priorities and articulation of Firm’s methodology for its alignment. **15 points.**
- Commitment to the provision of support services including nutrition centered events and SFUSD staff professional development. **15 points**
- Responsive approach to marketing plan; creative meal packaging and use of zero waste products. **15 points.**
- Strengths and overall experience of proposed team. **15 points.**
- Approach and quality of 21-day meal cycle and 5-day gluten and dairy free meal cycles. **15 points.**
- Responsiveness and quality of proposed Traceability Report. **15 points.**
- Responsiveness and thoroughness of proposed Routing Schedule. **15 points.**
- Capacity of Firm to fulfill service requirements of SFUSD in consideration of Firm’s current facility. **15 points.**
- Efficiency of management system; paperwork reduction; effective quality controls; Demonstrates ability to reduce and control costs. **15 points.**
- Demonstrates ability to anticipate and resolve problems with flexibility to easily address changes in District needs. **15 points.**

**Regarding: BEST VALUE QUALIFICATION SECTION 4. OVERALL RESPONSIVENESS:**

*(MINIMUM POINTS 100 – MAXIMUM POINTS 150)*

- RFQ/P response demonstrates Firm’s complete understanding of the District’s School Nutrition Services program and its Meal Preparation & Delivery service requirements under GFPP, as described in the RFQ/P and the Scope of Work; Firm demonstrates its ability to perform those services to the District’s satisfaction; Firm submitted all required information in accordance with RFQ/P Proposal Requirements; Firm’s letter of intent, detailed statement of services and narrative meets or exceeds District expectations. **50 points.**
- Financial Statements evidence of Insurance meet RFQ/P requirements. **20 points.**
- Firm provided sufficient evidence of satisfactory safety controls from an accredited food-safety auditing firm. **20 points.**
- Firm provided verifiable references. **20 points.**
- Completed Responsibility Questionnaire; full and responsive answers provided. **20 points.**
- Completed Nutrition Baseline Assessment. **20 points.**
## I. PRICING SECTION (Attachment “3”)

### PER DAY MEAL PREP AND DELIVERY COST SUMMARY

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### DELIVERY COST SUMMARY

1. **Regular – School Year**
2. **Summer School - Holidays**
3. **Year-round - Bulk**

### PER DAY MEAL COST TOTAL

### DELIVERY COST TOTAL

### PER DAY PRICE TOTAL

## II. BEST VALUE EVALUATION SECTION

<table>
<thead>
<tr>
<th>Section</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td>1. Good Food Purchasing Commitment Level Section</td>
<td>300</td>
</tr>
<tr>
<td>2. Community Tasting Panel Section</td>
<td>300</td>
</tr>
<tr>
<td>3. Experience – Team- Approach Section</td>
<td>250</td>
</tr>
<tr>
<td>4. Overall Responsiveness Section</td>
<td>150</td>
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<td><strong>TOTAL POINTS</strong></td>
<td><strong>1000</strong></td>
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Section 1. Good Food Purchasing Commitment Level

Developed from Good Food Purchasing Program Standards Attachment “6” PART A)

Using the GFFP Standards Brochure as a Guide, vendor will be asked to indicate on the Award Level Scoring Sheet (provided with Attachment “6”) the Level of Commitment you agree to meet and comply with for the duration of services in the five “Value” categories. Points will be awarded based on the Level of Commitment, if any, your Firm can make with its Proposal. No points will be deducted should a vendor be unable make a commitment in any Value category, but efforts to make some level of commitment are strongly encouraged.

**FOR EACH VALUE:**
1. Local Economies
2. Environmental Sustainability
3. Valued Workforce
4. Animal Welfare
5. Nutrition

*(Points will be totaled for each of the five values and multiplied by .5 for the total score in this section)*

<table>
<thead>
<tr>
<th>Year 1 COMMITMENT</th>
<th>Points</th>
<th>Year 3 COMMITMENT</th>
<th>Points</th>
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<tr>
<td>Baseline</td>
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<td>Up to 150</td>
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<tr>
<td>LEVEL 3</td>
<td>Up to 250</td>
<td>LEVEL 3</td>
<td>Up to 250</td>
</tr>
</tbody>
</table>

*(Weighted Score________ x50%) TOTAL POSSIBLE POINTS 250*

**TRACEABILITY = 50 POINTS - Vendor to provide a sample of a traceability report** you agree to utilize during the term of services to SFUSD. The traceability report should include the following information for each food group: FRUIT/VEGETABLE, MEAT/POULTRY, DAIRY, SEAFOOD and GRAINS - to include:
- Product name; Volume purchased; The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin;
- The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin;
- Amount spent for each product, to include: Price per volume;
- For each individual farm or ranch from which product is sourced: total dollar value spent on each individual product from that farm or ranch.
Section 2. Community Tasting Panel Talley Sheet (From RFP Attachment 4)

The Community Tasting Panel evaluation is based on the National Food Service Management Institute’s *Measuring Success with Standardized Recipes* (U.S. Department of Agriculture, Food and Nutrition Service, 2002). A passing score is a requirement of this RFQ/P. The winning Firm, if an award is made, must have received a passing score from the Community Tasting Panel.

- a) Appearance
- b) Taste/Flavor
- c) Texture/Consistency
- d) Aroma/Smell
- e) Overall Acceptability

A passing final score is defined as a bidder receiving a minimum of 100 points out of a possible 300 points, as calculated across all the representative meal samples provided by that Firm, and as herein required.

**MINIMUM POINTS NEEDED = 100**

**MAXIMUM POINTS POSSIBLE = 300 points**

7.3. Commencement of Services

The District anticipates the selected Firm will be awarded the Services on or about (TBD), 2018, and will begin coordination to provide the Services immediately following Board approval of the selected Firm. The services will begin with the 2018/2019 school year.

8. TERMS AND CONDITIONS

8.1. The District reserves the right to contract with any Firm responding to this RFQ/P for all or portions of the above-described Services, to reject any Proposal as non-responsive, and not to contract with any Firm for the Services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever.

8.2. The District is not responsible for late delivery of a Proposal. It is the responsibility of the responding Firm to ensure that the Proposal is submitted on time to the District. Proposals that are received after the deadline may not be considered.

8.3. Responses to this RFQ/P will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,”
“CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Firm agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

8.4. Issuance of this RFQ/P does not commit the District to award a contract for Services or to pay any costs incurred with the preparation of a response. Firms should note that the execution of any contract pursuant to this RFQ/P is dependent upon successful negotiation of terms and fees as well as approval by the District’s Board of Education.

8.5. Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. Fingerprinting of all personnel who will visit school sites is also required. The District reserves the right to amend this RFQ/P by means of addenda.

8.6. In the event Firm is asked to attend an interview, it is mandatory that the proposed primary contact and a principal of the Firm with the authority to enter into binding contracts with the District attend the interview. The District is not responsible for any costs the Firm may incur in the preparation of the Proposal, interview, or selection process.

9. **PROTESTS**

Any protest regarding this RFQ/P must be submitted in writing to the District, before **5:00 p.m. of the THIRD (3rd) business day following the date of notification by the District that a firm has been selected following the evaluation / selection process.**

9.1. The protest must contain a complete statement of any and all bases for the protest.

9.2. The protest must refer to the specific portions of any documents that form the bases for the protest.

9.3. The protest must include the name, address, e-mail, and telephone number of the person representing the protesting party.

9.4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest; and all other Firms or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

9.5. The procedure and time limits set forth in this paragraph is mandatory and are each Firm's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.
1. **DEFINITION OF PRICE.** The preserving price to the District shall be reduced by Offer vs. Serve credits, USDA and DOD food credits, or other credits provided for herein. Contractor's fixed per-serving price to District shall be inclusive of the costs to Contractor of all meals and meal components (except milk beverage containers which the District shall provide separately), packaging, freight, and delivery to Contractor's distribution center along with all other related costs including condiments, utensils, serving trays and napkins, as required to be served in all child nutrition programs and consistent with the approved menu cycle.

2. **INDEFINITE QUANTITY BID/CONTRACT.** Any estimated quantities are approximate only. Provision of the products hereunder shall be required as ordered and at the times required herein during the term of this Contract. The District does not guarantee a minimum of orders nor shall the District be required to limit its orders. Contractor shall allow unlimited orders within the term of the Contract at the prices resulting from award of the Contract. District reserves the right to make purchases of products from other than the Contractor when District determines that such articles are immediately needed or that it is obviously not practical to purchase against the Contract.

3. **DISCREPANCIES BETWEEN UNIT PRICE AND EXTENSION.** The fixed-per-serving-price listed on Exhibit “B” Fee Schedule will prevail. If there is a discrepancy in the fee schedule that is not equal to the quantity times the per-serving price, the District will correct the mistake by inserting the correct extension of the quantity times the per-serving price and arrive at a new extension and a new total, which will be the basis of the Contract.

4. **FIRM PRICES.** Prices/quotations must be firm. Prices will be in effect for the term of the Contract, including any extensions hereto, unless otherwise provided for herein. Prices/quotations can be modified only with written approval from the District.

5. **TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT.** The term of this Agreement shall be as set forth in the approved Board of Education resolution authorizing this Agreement, unless terminated earlier pursuant to Section (“Termination”). The District shall have options to extend the term of this Agreement, under the same terms and conditions of this Agreement, for a period or periods ending no later than [DATE], with said options to be exercised at the sole discretion of the District. Contractor shall execute with the District a written amendment pursuant to Section (“Modification of Agreement) to effectuate any such option or options that the District may exercise. This Agreement shall be effective upon execution of this Agreement by the duly authorized representatives of the Parties, approval by the Board of Education, and certification by the Chief Financial Officer as to the availability of funds. The not-to-exceed amount of this Agreement shall be set forth in the approved Board of Education resolution that shall be attached and incorporated into this Agreement as though fully set forth herein, once approved, and shall be based upon
Contractor's Fee Schedule and the pricing provisions set forth in this Agreement. It shall be the responsibility of the Contractor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded. Any products or services provided in excess of said amount shall not be compensated.

6. **PRICE ADJUSTMENTS.** The not-to-exceed amount of this Agreement may, as applicable, be increased or decreased after the initial term of this Agreement and any extension of this Agreement pursuant to Section ("Term; Effective Date; Amount of Agreement), provided that any such increase or decrease is executed, approved, and certified pursuant to Section ("Modification of Agreement). Any requested price increase or decrease must be properly documented and submitted in writing by Contractor to the District's Director of Student Nutrition Services no less than sixty (60) days prior to the anniversary of the date of the commencement of the initial term of this Agreement, and prior to such anniversary date of any extension of this Agreement thereafter. The percentage increase shall not exceed the All Consumer Price Index (CPI) of the San Francisco Metropolitan Area, as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date. In no event shall the increase exceed five percent (5%). Contractor will be required to present documentation sufficient to justify any proposed percentage price increase.

7. **BUDGET AND FISCAL PROVISIONS.** This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and Board of Education approval and appropriation of funds for this Agreement. Charges will accrue only after written authorization is provided by the District's Board of Education, proper execution of this Agreement by the parties, and certification by the Chief Financial Officer as to the availability of funds. The amount of the District's obligation hereunder shall not at any time exceed the terms herein stated. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. This Section controls against any and all other provisions of this Agreement.

8. **PAYMENT FOR SERVICES RENDERED.** The District agrees to pay, and the Contractor agrees to accept as full payment for its performance of this Agreement, the Contractor's fixed per-meal price for meals provided to District as detailed in this Agreement, provided however that the District's obligations under this Agreement shall not exceed the not-to-exceed amount of this Agreement approved by the Board of Education pursuant to Section and certified by the District's Chief Financial Officer. Payment to the Contractor by the District will be made in arrears for meal services provided as ordered by the District pursuant to this Agreement, and after receipt of properly documented invoices, submitted by Contractor on an invoicing form acceptable to the District pursuant to Section ("Invoicing").

9. **CHANGE ORDERS.** The District may order a change, addition, alteration, modification, or extra in the products or services herein required (hereinafter "Change"), and may order extra materials and extra work in connection with the performance of the Contract, and the Contractor must comply with such Change orders, accept that if any such Change order is of such a nature as to exceed the not-to-exceed amount of the Agreement pursuant to Section, Contractor shall not implement such Change unless pursuant to a written instrument executed, approved, and certified as provided for in Section ("Modification of Agreement). It shall be the responsibility of the Contractor to ensure that the not-to-exceed amount of the Agreement, pursuant to Section is not exceeded. Any
10. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK.** No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Contractor without delay at no additional cost to the District. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

11. **TAXES; PAYMENT OF TAXES.** The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor and at no additional cost to the District.

12. **SUBCONTRACTING.** Contractor shall not subcontract the entirety of or a majority of, the services to be provided under this Agreement. Contractor is permitted to enter into subcontracts in the performance of a minor portion of this Agreement with the prior written consent of the District. If the Contractor will subcontract a minor portion of this Contract, Contractor shall comply with the provisions of this Section and shall ensure that its subcontractor shall comply with all applicable requirements of this Contract including but not limited to Section (“Insurance”), Section (“Qualified Personnel) and Section (“Facilities”). Contractor is prohibited from subcontracting this Contract, or any portion of this Contract, without the prior written consent of the District. Contractor remains responsible for the fulfillment of all obligations and requirements under this Agreement. No Party on the basis of this Contract shall in any way contract on behalf of, or in the name of, the other Party of this Contract,

13. **ASSIGNMENT.** It is understood and agreed that the services to be performed by the Contractor are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the Contractor without the prior written consent of the District.

14. **CONSULTATION SERVICES; OWNERSHIP OF RESULTS.** The Contractor agrees to act as a consultant to the District on matters concerning routine organization and operations related to this Agreement at no additional cost to the District. Any interest of the Contractor in reports, studies, memoranda, computation sheets or other documents prepared by the Contractor in connection with such services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent Contractor’s use does not violate Section of this Agreement (“Proprietary or Confidential Information of the District).”

15. **SCHEDULE FOR IMPLEMENTATION.** Should the District not approve the Contractor’s schedule for implementation, Contractor shall work in good faith to resolve any differences and shall, in all cases, implement the Contract in compliance with the terms and conditions of this Contract.
16. **BONDS.** Bonds are subject to approval of the District's Chief Financial Officer as to sufficiency and qualifications of sureties.

17. **INSURANCE.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor shall procure and maintain during the full term of this Agreement, at the Contractor's expense, insurance acceptable to the District and as follows:

A. Commercial General Liability Insurance with limits not less than $10,000,000 (ten million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage.

B. Commercial Automobile Liability Insurance with limits not less than $2,000,000 (two million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

C. Workers' Compensation Insurance, with Employer's Liability limits not less than $1,000,000 (one million dollars) each accident.

D. Errors and Omissions (E&O) insurance with limits not less than $2,000,000 (two million dollars) each occurrence.

E. Commercial General Liability and Business Automobile Liability policies must provide the following:


   ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

F. All policies shall provide thirty (30) days advance written notice to the District of cancellation, nonrenewal or reduction in coverage to the following office:

   SFUSD Purchasing Department
   135 Van Ness Street, Room 123
   San Francisco, CA 94102

G. If any policies are written on a claims-made form, Contractor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.

H. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense
costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.

I. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

J. Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance, an endorsement showing the additional insured policy, all with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District’s request. Contractor also understands and agrees that the District may withhold payment for products and services performed for any violations of the insurance provisions of this Agreement. Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.

18. FAILURE TO DELIVER. When Contractor fails to deliver an article or service of the quality, in the manner, or within the time called for in the Contract, the District may purchase such article or service from any source and if a greater price than that named in the Contract is paid for such article or service the excess price will be charged to and collected from the Contractor or sureties on Contractor's bond if bond has been required; or the District may terminate the Contract for default; or the District may return deliveries made and receive a refund. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

19. CONTRACTOR DEFAULT; REMEDIES. If the Contractor fails to fulfill its obligations under this Contract, whether or not said obligations are specified in this Section, such failure shall constitute an event of default. On or after any event of default, District shall have the right to exercise its legal and equitable remedies, including without limitation, the right to:

A. Seek specific performance of all or any part of this Contract,

B. Terminate this Contract at no cost to District in accordance with Section (“Termination”) herein; or

C. Exercise any other legal or equitable remedy.

In addition, District shall have the right, but no obligation, to cure (or cause to be cured) on behalf of the Contractor any event of default. Contractor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between District and Contractor all damages, losses, costs or expenses incurred by District as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract between District and Contractor. Any such offset by District will not constitute a waiver of any other remedies the District may have against Contractor for financial injury or otherwise. All remedies provided for
in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

20. **TERMINATION.**

   A. In the event of Contractor default pursuant to Section ("Contractor Default; Remedies") of this Contract, wherein Contractor fails to perform any of its obligations under this Contract, in addition to any other remedies available to the District, the District may terminate this Agreement, and all of the Contractor’s rights hereunder ended. Termination shall be effective ten (10) days after Contractor's receipt of written notice of termination from the District delivered pursuant to Section ("Notice to the Parties"). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination. In the event of termination for cause, the Contractor shall be paid for those services performed under this Contract to the satisfaction of the District up to the effective date of the termination. However, pursuant to Section ("Contractor Default; Remedies") herein, District may offset from any such amounts due Contractor any costs to District arising from Contractor's default and may otherwise demand payment from Contractor of such costs.

   B. The District may terminate this Contract in whole or in part for District’s convenience and without cause at any time by giving Contractor thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received pursuant to Section ("Notice to the Parties"). In event of termination for convenience, Contractor will be paid for those services performed, or deliveries made, pursuant to this Contract and to satisfaction of District up to the specified date of termination. In no event will District be liable for costs incurred by Contractor after the specified date of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, or any other costs which is not reasonable or authorized under this Section. This Section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the Contract after receipt of the termination notice.

21. **INDEMNIFICATION.**

   A. Contractor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees, consultants and costs of investigation) (collectively, “Claim”), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of California Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor’s employees or agents during the performance of this
B. To the fullest extent permitted by California law, Vendor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the District.

C. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor’s employees or agents.

LIABILITY OF DISTRICT. DISTRICTS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE DISTRICT BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

22. INDEPENDENT CONTRACTOR. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required by District under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any retirement, health, or other benefits that District may offer its employees. Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Contractor’s performing services and work, or any employee or agent of Contractor providing same. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District’s payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount of compensation specified in this Agreement. Contractor shall refund any amounts necessary to effect such reduction.
23. **CONFLICT OF INTEREST.**

A. Contractor is responsible to know, and comply with, the full requirements of the law. Under the California Political Reform Act (CPRA), codified in part as Government Code section 1090 and sequential, and section 87100 and sequential: No public official shall make, participate in making, or in any way attempt to use his or her official position, to influence a contract on behalf of the public agency when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.

B. Government Code section 1090 defines "making" a contract broadly to include actions that are preliminary or preparatory to the selection of a contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations. (Cal. Govt. Code§ 1090)

C. SFUSD Board Policy 3850 provides: "That no Board Member or employee of the San Francisco Unified School District, except persons engaged in the performance of contracts as early retirants or consultants under the approved federally assisted programs, may participate in proposal process or have any interest, direct or indirect, in any contract made by or on behalf of the School District within two (2) years after the termination of a Board Member's term in office or the termination of employment with the School District. Except as herein provided, any contract or other transaction entered into for or on behalf of the School District, in violation of the terms herein provided, shall be void and unenforceable against the School District: (SFUSD Board Policy 3850)

D. State law limits the amount of gifts that may be received by public officials from a single source during a calendar year. In 2012, the gift limit is $420 per source per calendar year. (See e.g. Cal. Govt. Code 89503; 2 CCR 18940.2. See also www.fooc.ca.gov)

E. State law prohibits, with limited exceptions, certain former local public officials from appearing before their former public agency for the purpose of influencing a governmental decision for 12 months from the date the former employee left that public agency. (Cal. Govt. Code§ 87406.3)

F. State law bars a public agency employee from making governmental decisions regarding an organization which is engaged in employment negotiations with that public agency. (C81. Govt. Code§ 87407)

G. Contractors and their representatives may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Contractors representatives must submit a disclosure filing called a Statement of Economic Interests or “Form 700." (Cal. Govt. Code§§ 81000-91015; SFUSD Board Rules and Procedures 9270, "Conflict of Interest Code")

H. Obligations of Contractor. It is the obligation of the Contractor, as well as any subcontractors, to determine whether or not participation in a contract may constitute a
conflict of interest. While the District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the District immediately if it finds that a potential conflict may exist.

I. Consultation with Counsel. The District strongly advises any Contractor, and any proposing/bidding firm, to consult with its legal counsel to determine whether a conflict of interest may exist. It is the responsibility of a Contractor, or a proposing/bidding firm, to make that determination.

J. Consequences of Violation. Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. The government agency can seek repayment from the Contractor of any amounts already paid, and refer the matter to appropriate authorities for prosecution. Additional consequences may also apply.

K. Disclosure Requirement. Contractor will submit to the District a list of all of Contractor's employees (including owners) who are also current SFUSD Board members or employees, or former SFUSD Board members or employees in the last two years. Contractor will submit the attached "Contractor's Disclosure Form Regarding SFUSD Officials" attached hereto as Exhibit. Contractor will update this form with SFUSD, as needed, during the term of this Agreement. Exception: Public agencies that provide contract services to the District are not subject to this disclosure requirement.

L. Compliance with Gift Limits. Contractor will abide by legal gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to District officials, and in order not to place District officials in conflict with any specific gift restrictions:

i. No Contractor or representative thereof shall offer, give, or promise to offer or give, directly or in directly, any money, gift or gratuity to any District contracting or procurement official at any time.

ii. No Contractor or representative thereof shall offer or give, directly or indirectly, any gifts in a calendar year to a District official which exceed the allowable gift limit. (See e.g. Cal. Govt. Code 89503; 2 CCR 18940.2. See also www.fooc.ca.gov)

M. Employment Negotiations. Prior to engaging in employment negotiations with a District employee (e.g. a job interview or discussion of a job offer), Contractor shall notify that District employee's supervisor of Contractor's interest in hiring said employee, so that, if applicable, and if practicable, a full separation may be established between the public employee and any governmental decisions regarding that Contractor.

N. Contractor Certification. In signing this Agreement, Contractor certifies that it will comply
with conflict of interest laws and regulations, and SFUSD Board Policies. Contractor acknowledges that it is familiar with these provisions; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

24. **File Statement of Economic Interest (“Form 700”) as Applicable.** Contractors and their representatives may be required to disclose any economic interests they hold that could foreseeably be affected by the exercise of their public duties. (Govt. Code §§ 81000-91015; SFUSD Board Rules and Procedures 9270 "Conflict of Interest Code") This filing, called a Statement of Economic Interests or "Form 700," aids public officials to ensure they do not make or participate in making any governmental decision in which they have a financial interest.

A. **Applicability.** Contractors/representatives are considered public officials and must file a “Form 700” only if they qualify as “Consultants.” Under SFUSD’s Conflict of Interest Code, "Consultant means any natural person who provides, under contract, information advice, recommendation or counsel to an agency, department, officer, or commission, provided, however, that a "Consultant" shall not include a person whom:

i. Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and

ii. Possesses no authority with respect to any agency decision beyond the rendition of information, advice, recommendation or counsel.

B. **Filing Deadline.** Contractors/representatives required to file a Form 700 shall submit a filing:
   (a) ten days prior to commencement of work with SFUSD; (b) yearly thereafter by the April 1 annual due date; and (c) upon termination of work with SFUSD.

C. **Interest To Be Disclosed.** Contractors/representatives required to file a “Form 700” shall disclose only income, investments and business positions in: (a) business entities that manufacture or sell supplies, books, machinery or equipment of the type utilized or purchased by SFUSD and for which the Contractor/representative is a manager or director; and/or in (b) business entities that are contractors or subcontractors engaged in the performance of work services of the type utilized or purchased by SFUSD and for which the Contractor/representative is a manager or director.

D. **Filing Process.** “Form” 700 must be received by SFUSD’s Contracts Office by the timelines provided herein, in order to be considered properly filed.

E. **Disqualification.** Consultants/Representatives who must file financial disclosure statements, like other public officials under the CPRA, are subject to disqualification when they encounter decision-making that could affect their financial interests. Contractors and their representatives shall be responsible for ensuring that they take the appropriate actions necessary in order not to violate applicable laws and SFUSD policies.
25. **PROPRIETARY AND CONFIDENTIAL INFORMATION OF THE DISTRICT.** In connection with this Agreement, the Contractor may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data. Contractor shall comply at all times, as applicable, with the requirements of the Family Educational Records Privacy Act (FERPA) and relevant state law regarding the confidentiality and handling of confidential student information, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access personally identifiable student information pursuant to parent consent, legitimate educational interest pursuant to the performance of this Contract, and/or other applicable provisions federal and state law allowing access to personally identifiable student information. Contractor shall not re-disclose personally identifiable student information unless pursuant to federal and state law. Contractor shall not use such student information or data for any purpose other than the District's purposes as specified in this Agreement. Failure to comply with this Section may constitute a material breach if so deemed by the District.

A. **Civil Rights Assurances:**

   [ref. FNS 113-1 Section X; Child Nutrition Programs Appendix B (D)] and Nondiscrimination Statement

   i. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

   ii. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

   iii. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint_filing_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
B. **Clean Air Act**: (42 U.S.C. 7401-7671q,) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. **Debarment and Suspension** (sample form on page 93 of the attached guidance) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


E. **For cost-reimbursable contracts:**

i. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority? [7 CFR 210.21(f)(i)]

ii. The contractor must separately identify for each cost submitted for payment to the
school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or that the contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification? [7 CFR 210.21(f)(A)(B)]

iii. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

iv. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. [7 CFR 210.21(f)(v)]. [7 CFR 210.21(f)(iv)]

v. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department? [7 CFR Part 210.21(f)(vi)]

26. DELIVERY SERVICES; PERFORMANCE SPECIFICATIONS AND LOGISTICS.

A. Contractor employees shall have a valid appropriate level driver’s license (all Class B drivers) and be adequately trained by Contractor to successfully complete all deliveries and complete all required paperwork daily.

B. Contractor vehicles must be in compliance with all City and County of San Francisco Department of Public Health requirements and regulations. A Letter of approval from the City and County of San Francisco Department of Public Health will be required.

C. Contractor vehicles shall maintain food at the proper temperatures, at or below 41 degrees Fahrenheit for cold food and at or above 165 degrees Fahrenheit for hot food. For pick-up, District will provide hot foods in thermal bags or top-loading Cambro brand carriers; Contractor shall ensure that during transportation hot food is maintained at or above 135 degrees Fahrenheit. For pick-up, District will provide cold food items in metal racks; refrigeration at or below 41 degrees is required for the transportation of cold food. Contractor vehicles delivering cold food must be equipped with refrigeration sufficient to meet the terms and conditions of this bid/contract.

D. All vehicles shall have the name of the Contractor prominently displayed, and must be currently licensed, throughout the term of this Contract, if an award is made.

E. Contractor shall at all times furnish and maintain a sufficient number of vehicles to perform the work.
27. **ENTIRE CONTRACT; SEVERABILITY.** All of the agreements between the Parties are included herein and no warranties, expressed or implied, representations, promises or statements have been made by either Party except as expressly provided for herein. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

28. **MODIFICATION OF AGREEMENT.** No oral statement of any person whosoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement. Any modification or amendment to this Agreement shall be in writing and shall be effective upon execution by the duly authorized representatives of the Parties, approval by the Board of Education, and certification in the same manner as this Agreement.

29. **CONTRACT INTERPRETATION; CHOICE OF LAW; VENUE.** Should any questions arise as to the meaning and intent of this Agreement, the matter shall be referred to the Purchaser who shall decide the true meaning and intent of the Contract. This Contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California. The venue for all claims arising out of this Contract shall be in San Francisco.

30. **SUBMITTING FALSE CLAIMS; MONETARY PENALTIES.** Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to ten thousand dollars ($10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person:

A. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;

B. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;

C. conspires to defraud the District by getting a false claim allowed or paid by the District;

D. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;

E. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;

F. knowingly buys, or receives as a pledge of an obligation or debt, public property
from any person who lawfully may not sell or pledge the property;

G. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or

H. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

INCIDENTAL AND CONSEQUENTIAL DAMAGES. CONTRACTOR SHALL BE RESPONSIBLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING IN WHOLE OR IN PART FROM THE ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS. NOTHING IN THIS SECTION SHALL CONSTITUTE A WAIVER OR LIMITATION OF ANY RIGHTS THAT THE DISTRICT MAY HAVE UNDER APPLICABLE LAW.

31. NON-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT. Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Contract. Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

32. LAWS AND REGULATIONS. In the performance of this Contract, Contractor shall keep itself informed of, and at all times comply with, all applicable Federal, State, and Local laws, ordinances, regulations and other legal requirements that are in effect as of the commencement of the term of this Agreement and as may be amended from time to time, including but not limited to the Safety Orders of the California Division of Industrial Safety. It is the responsibility of the Contractor to obtain, at its sole expense, any required permit(s) and license(s).

33. BANKRUPTCY. In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other Party this Agreement shall terminate and be of no further force and effect, and any property or rights of such other Party, tangible or intangible, shall forthwith be returned to it. The Contractor shall notify the District within ten (10) days of filing a bankruptcy petition under the Federal Bankruptcy Act.

34. SUSPENSION AND DEBARMENT CERTIFICATION. A corporation-bidder for any contract of one hundred thousand dollars ($100,000) or more for goods/services must complete and submit to
District a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Bidders shall submit with the Contract a completed Suspension and Debarment Certification attached hereto as (Exhibit).

35. NON-WAIVER OF RIGHTS. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

36. QUALIFIED PERSONNEL. Work under this Agreement shall be performed only by personnel who have been trained, qualified, as applicable, appropriately certified and/or licensed, under the supervision of and/or in the employment of the Contractor.

37. DRUG FREE WORKPLACE POLICY. The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on School District premises. Any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

38. RESPONSIBILITY FOR EQUIPMENT. The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees or agents, even though such equipment be furnished, rented or loaned to the Contractor by the District. The acceptance or use of such equipment by the Contractor or any of its employees or agents shall be construed to mean that the Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless the District from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to the Contractor, its employees or agents, District employees or third parties, or to property belong to any of the above.

39. AUDIT AND INSPECTION OF RECORDS. The Contractor agrees to maintain and make available to the District, during business hours, accurate books and accounting records including computer records relative to its activities under this Agreement. The Contractor will permit the District to audit, examine and make copies and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the District by this Agreement.

40. CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST.

A. Contractor is required to comply with the criminal background check provisions of California
Education Code ("EC") section 45125.1. Contractor will conduct criminal background checks with the California Department of Justice (CDOJ) for all Contractor employees, agents, and volunteers assigned to the District, and will certify that no employees, agents, or volunteers who have been convicted of a serious or violent felony as described in EC 45125.1 (citing 45122.1), a sexual offense as defined by EC 44010 or a controlled substance offense as described in EC 44011 (consistent with EC 45123), will have contact with District pupils pursuant to this Agreement. This prohibition does not apply to a conviction for which the employee, agent or volunteer has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.

B. Contractor will provide the District with a list of all employees, agents and volunteers who have cleared the criminal background check, as detailed above, and who will have contact with District pupils pursuant to this Agreement, and specify to which sites they will be assigned. Contractor will be responsible for the costs of the criminal background checks.

C. As written certification of its compliance with this Section, Contractor will complete and submit the Criminal Background Check Certification Form attached hereto as Exhibit. For any Contractor employees, agents or volunteers that Contractor hires/assigns subsequent to Contractor's initial submission of Exhibit to District, Contractor will conduct background checks and submit Exhibit to District, as required.

D. The criminal background check requirement applies only to Contractor's employees, agents or volunteers who will have more than limited contact with students. Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District's Cabinet-level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have only limited contact with students.

E. In addition to the initial criminal background check, Contractor will obtain from the CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have contact with students, and is responsible for all costs associated with these subsequent notifications.

F. Upon receipt of notice that any of its employees, agents, or volunteers that have contact with students has been arrested or convicted of a serious or violent felony as described in EC 45125.1 (citing 45122.1), a sexual offense as defined by EC 44010 or a controlled substance offense as described in EC 44011 (consistent with EC 45123), Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with pupils, and will immediately notify SFUSD.

41. **Tuberculosis Testing.** Contractor agrees that all employees, agents or volunteers whose functions require frequent or prolonged contact with students will complete tuberculosis testing the same as the testing that is described in California Education Code section 49406. The
examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, the Contractor shall ensure that its employees, agents or volunteers who are skin test negative have undergone the foregoing examination at least once every four (4) years if the Contractor is still rendering services to the District pursuant to this Contract, and such employees, agents, and volunteers shall be listed by name on the Tuberculosis Clearance Written Certification Form attached hereto as Exhibit with a notation of the date of each individual's testing/clearance. Contractor shall maintain on file in its offices documentation of tuberculosis clearance for its employees, agents, and volunteers who shall have more than limited contact with students under this Contract. The Contractor shall be responsible for the costs of the examination. The District shall be the final arbiter of what constitutes "limited contact". The District may also, in its sole discretion, waive the provisions of this Section for a specified time period if it determines that emergency or exceptional circumstances exist which threaten student or staff safety if the work is delayed pending clearance. Contractor must complete, sign and submit the Tuberculosis Clearance Written Certification Form attached hereto as Exhibit as written certification of its compliance with the provisions of this Section.

42. **NOTICE TO THE PARTIES.** District and Contractor understand and agree that notice to the Parties shall be as follows:

A. Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it via first class mail or certified mail with a return receipt requested, or via nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefore, with postage prepaid, addressed as in Subsection D, below.

B. Notices herein shall be deemed to have been received two (2) business days after the date when they shall have been mailed if sent by first class mail, certified mail or overnight courier, or upon the date personal delivery is made.

C. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party.

D. Notice to the Parties shall be addressed as follows (or such alternative address as may be provided in writing) to all parties listed below:

**NOTICE TO THE DISTRICT:**

SITE/DEPARTMENT  Student Nutrition Services Department  
HEAD OF SITE/DEPARTMENT  Director, Elizabeth Albert  
CONTACT PERSON  Director Elizabeth Albert  
STREET ADDRESS  841 Ellis Street  
CITY STATE. ZIP  San Francisco, CA 94109  
TELEPHONE/FAX  415. 749-3604 (TEL) 415.749-3618 (FAX)  
EMAIL ADDRESS  i alberte@sfusd.edu  

**NOTICE TO THE DISTRICT PURCHASING DEPARTMENT:**

San Francisco Unified School District  
Purchasing Department
INVOICING.

A. Contractor shall submit invoices weekly in arrears, detailing and aggregating the meal services satisfactorily provided during that billing week. The invoices shall contain the following information: invoice, date of invoice, item number and description for every item, commodity designation, quantity, unit price and extended totals. Contractor shall detail in the invoices all applicable deductions from the per-serving price to District, and/or apply all applicable credits as detailed in this contract.

B. Contractor shall provide such invoices to the District no later than 5:00 PM on the fifth (5th) working day following the end of the billing week, unless another timeframe is agreed to in writing by the District.

C. Contractor shall submit invoices electronically to the following District representative or as otherwise designated in writing:

   Elizabeth Albert, Director
   Student Nutrition Services
   San Francisco Unified School District
   841 Ellis Street
   San Francisco, CA 94109
   Email: AlbertE@sfusd.edu

D. With invoices for each billing week, Contractor shall submit copies of all Morning Exchange Sign-off forms (MES) for each route and for each school day of the billing week. Each such MES must have been signed pursuant to Section 52 (“Performance Logistics”) as supporting documentation for meal services rendered.

E. A copy of every signed MES shall be retained by the Contractor for Contractor's records and in the event that an audit or other need for a copy should arise.

F. Contractor shall provide to District a monthly activity report of USDA Foods usage on a monthly basis at no additional charge and include the following information: beginning inventory, monthly usage/draw down and ending inventory.

G. Contractor's failure to provide satisfactory invoicing and supporting
information and documentation as required may result in delay of payment or non-payment.

44. **FACILITIES.** Contractor’s employees and agents, and all equipment and facilities used by Contractor, or its agents, to provide services under this Agreement shall meet all applicable federal, state, county, and city health code or other requirements. Proof of current compliance must be in public view at the Contractor’s or its agent’s facilities, and Contractor shall provide copies to District upon request. District reserves the right to conduct facilities sites visits announced or unannounced, of all such Contractor/agent facilities.

45. **PERFORMANCE BOND.** Within fifteen (15) days after notification of intent to award the Contract, the successful Contractor must provide to the District a performance bond equivalent to twenty percent (20%) of the estimated annual contract value. The performance bond shall be for three (3) years, renewable yearly thereafter. The performance bond shall be in the form attached hereto as Exhibit Performance Bond.

46. **FORCE MAJESTEUR CLAUSE.** Vendor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Vendor.

47. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

48. **BINDING CONTRACT.** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

49. **DISTRICT WAIVER.** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

50. **INVALID TERM.** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

51. **ENTIRE CONTRACT: ** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties’ mutual consent.
Attachment “2”
SCOPE OF SERVICES

1. MEALS

1.1. Healthy Hunger-Free Kids Act Requirements. Vendor shall meet all current and future State and Federal requirements throughout the Service Term. In addition, Vendor shall ensure that, at a minimum, all meals furnished meet or exceed the U.S. Department of Agriculture (USDA) requirements under the 2010 version of Healthy Hunger Free Kids' Act (HHFKA) for the following child nutrition programs including School Breakfast, National School Lunch, Afterschool Snack, and At Risk After School Meals. The District will not be rolling back any provisions of the 2010 HHFKA, even when allowed by USDA guidelines to do so.

1.2. SFUSD Nutrition Standards (2015). Vendor shall ensure that all meals furnished meet or exceed the District’s Nutrition Standards and Guidelines as set-forth herein.

1.3. 21 Day Menu Cycle; Ingredients Data; Nutritional Analysis. Vendor shall provide a 21-day regular menu cycle, a 5-day gluten menu cycle and a 5-day dairy free menu cycle detailing all meal services to be provided, including ingredients lists for all items in the menu cycle, and complete nutritional analysis for the 21-day menu cycle demonstrating that all meals furnished meet or exceed the 2010 HHFKA requirements (“Healthy Hunger-Free Kids Act Requirements”). In addition, Vendor shall make all efforts to provide variety for students with special diets and dietary restrictions. Vendors shall provide the information required in the immediately preceding sentence with the bid response. To determine meal requirements and equivalents met by each item and compliance with HHFKA, Vendor/Vendors shall refer to the most current version of the Food Buying Guide for Child Nutrition Programs (Program Aid Number 1331), most recently revised in 2012, or any official updates thereafter.

1.4. Offer vs. Serve. Vendor shall ensure that all meals furnished comply with the offer platform of “Offer vs. Serve” pursuant to the USDA-approved Food-Based Menu planning platform with meal sizes of K-5, 6-8, and 9-12. Under Offer vs. Serve, students may not decline more than two (2) food items at lunch and one (1) food item at breakfast, and must select one (1) fruit or vegetable at each meal.

1.5. HHFKA 6 cents Reimbursement. In order to certify compliance with the new USDA meal pattern under HHFKA, the Contract shall provide, for each type of menu, information that is required for obtaining the additional 6 cents reimbursement: 1-week menu for each tiered menu; portion size for all reimbursable menu items, contribution information for each menu item (CN Label, USDA Food Fact Sheet if applicable).

1.6. School Data. Vendor will be responsible to provide all meals, including all meal components, for approximately 180 school days per school year and 20-45 school days per summer, pursuant to the District's current school calendar, which is subject to minor revisions during the term of the Agreement.
1.7. **Meal Components; Exclusion of Milk.** As part of providing meal service as ordered by the District, Vendor shall supply each school day all meal components, including but not limited to appropriate utensils and serving trays sturdy enough to hold up under the weight of food, required by the HHFKA in the service of meals consistent with breakfast, lunch, and snack specifications, and consistent with Section D ("Packaging; Condiments") herein, with the exception of the half (1/2) pint of milk which District will itself supply.

1.8. **Major Ingredients and Food Specifications.**

1.8.1. **Health Department Requirements.** Vendor shall ensure that, at all times during the term of this Agreement, any facility in which meals will be prepared under this Contract holds all applicable State or local health department certification and/or licensure, in current and valid status. Vendor shall ensure that all meals to be provided under this Contract are prepared, assembled, transported and stored under properly controlled temperatures in accordance with applicable State or local health department requirements.

1.8.2. **Meat and Poultry.** Only meat and poultry meeting the following grade standards shall be used:

- 1.8.2.1. Beef USDA A Choice or better
- 1.8.2.2. Pork USDA A Number 1
- 1.8.2.3. Veal USDA A Choice
- 1.8.2.4. Fowl USDA A Grade A or B
- 1.8.2.5. Poultry Chicken (fryers) USDA A Grade A
- 1.8.2.6. Turkey USDA A Grade A

1.8.3. **Cured Processed Meats.** (Bologna, frankfurters, luncheon meat, salami, others) shall meet all applicable requirements for Food Safety and Quality standards for the product. No variety meats, fillers, extenders, non-fat milk solids or cereal shall be used, which shall be subject to third-party verification.

1.8.4. **Non-Cured Meat Products.** Meat shall not contain fillers and must be Grade A or better. Beef shall have a lean-to-fat ratio of at least eighty percent lean to twenty percent fat (80:20 lean-to-fat). For sausage patties, the maximum fat allowed is fifty percent (~50) by weight.

1.8.5. **Dairy Products.** All dairy products shall be United States Department of Agriculture Grade A, where applicable. The following items shall not be used: Cold-pack cheese food, pasteurized processed cheese food, pasteurized cheese spread, and pasteurized processed cheese spreads and other cheese alternates.

1.8.6. **Frozen Vegetables.** All frozen vegetables shall be United States Department of Agriculture Grade A Fancy IOF frozen providing color, flavor and textural characteristics of freshly prepared non-frozen vegetable upon re-heating of meal from frozen O degree Fahrenheit state. Canned vegetables may be used only in preparation of sauces.
1.8.7. **Fresh Fruits and Vegetables.** A variety of fresh fruits and vegetables, with preference for seasonal, shall be served; no fruit or vegetable may be repeated more than twice weekly in the same meal platform.

1.8.8. **Fruit and Fruit Juice.** No frozen fruits or canned fruit juice shall be served. Fruit juice shall be 100% fruit. Fresh fruit shall be USDA Fancy or #1 Grade, and size fruit equivalency must meet grade-level requirements under the Healthy Hunger-Free Kids Act (HHFKA).

1.8.9. **Fats and Oils.** Butter - Must meet 92 score, Fortified, Margarine must be Fortified 15,000 I.U.

1.8.10. **Fried Foods, Trans Fats.** No fried foods, flash fried foods or artificial trans fats are permitted; only natural, non-hydrogenated, and trans-fat free oils may be used in cooking, food preparation, and dressings.

1.8.11. **Processed Foods.** All processed foods shall contain no more than the minimum of sodium, fat, sugar, and/or other additives that are absolutely necessary for food preservation, safety, and palatability. Specifically prohibited additives are listed below. Vendor shall ensure that meals provided pursuant to this Contract shall be free of the prohibited additives. The presence of prohibited additives shall be subject to third party verification at the discretion of the District, and the Vendor shall be responsible for the costs of any such verification.

1.8.12. **Prohibited Additives:**

1.8.12.1. Those not on the USDA GRAS list
1.8.12.2. Monosodium Glutamate (MSG)
1.8.12.3. Sodium Bisulfate (Sulfite Compounds)
1.8.12.4. Sodium Nitrate
1.8.12.5. Sodium Nitrite
1.8.12.6. Sodium Benzoate
1.8.12.7. Artificial colors or flavors
1.8.12.8. Added animal fats (lard) or by-products
1.8.12.9. Tropical oils (coconut and palm oils)
1.8.12.10. BHA & BHT.
1.8.12.11. L-Cystine
1.8.12.12. Disodium dihydrogen-sodium EDTA
1.8.12.13. Hydrogenated oils
1.8.12.14. Products containing peanuts or peanut residues
1.8.12.15. High fructose corn syrup
1.8.12.16. No artificial trans fats

1.8.13. **Fat and Sodium Levels.** Vendor shall ensure that the meals provided shall contain the lowest possible fat and sodium content possible while still providing a product with a good flavor and texture. Vendor shall ensure that in no event shall more than thirty percent (30%) of the calories in any meal come from total...
fat, and in no event, shall more than ten percent (10%) of calories in any meal be derived from saturated fats.

1.8.14. **Products, Ingredients Requiring Approval.** Vendor shall not use products containing the following ingredients unless the Vendor receives prior approval from the District's representative: MSG, wine, alcohol, beef tallow, coconut palm oil.

1.8.15. **Domestic Products.** Federal regulations require that, to the maximum extent possible, only domestic products be purchased for use in the School Breakfast, National School Lunch, Afterschool Snack, and At Risk After School Meals\(^1\). [https://fns-prod.azureedge.net/sites/default/files/cn/SP38-2017os.pdf](https://fns-prod.azureedge.net/sites/default/files/cn/SP38-2017os.pdf)

1.8.16. If Vendor will include foreign-grown or foreign-produced products, the Vendor must identify those products. The Vendor must provide this information on any foreign-grown or foreign produced products sold to the District.

1.8.17. **Cultural Variety.** Vendor shall include in its menu plans a variety of foods from the District's students' cultural backgrounds.

1.8.18. **Freshly Prepared, Not Frozen Meals.** Vendor shall provide meals that are freshly prepared (as defined below) and not frozen (as defined below). Vendors shall include a detailed description of the daily production of such freshly prepared and not frozen meal platform, demonstrating compliance with these requirements.

1.8.19. **Freshly Prepared.** Freshly prepared" shall mean that no more than twenty-four (24) hours shall elapse between the time that a meal is fully prepared and individually packaged, and 5:00 AM of each following school day.

1.8.20. **Not Frozen.** "Not frozen" shall mean that the meal, once fully prepared, shall never be frozen.

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1. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
2. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, 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 using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
3. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum # day(s) in advance of delivery. The request must include the:
   a) Alternative substitute(s) that are domestic and meet the required specifications:
      i) Price of the domestic food alternative substitute(s); and
      ii) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
   b) Reason for exception: limited/lack of availability or price (include price):
      iii) Price of the domestic food product; and
      iv) Price of the non-domestic product that meets the required specification of the domestic product.
1.8.21. **Sourcing.** Vendor shall provide detailed information with its 21-day menu cycle regarding the sourcing of all meal ingredients, and shall note whether meal ingredients do or do not come from locally-grown foods (as defined below), sustainably produced foods (as defined below), and/or animal products that are free from the non-therapeutic use of antibiotics (as defined below). Vendor shall maintain systems to track the sourcing of all meal ingredients, and shall provide notification of the names and locations of the sourcing at least one week prior to the day of delivery of meals to District.

1.8.22. **Animal Products Free from Non-Therapeutic Use of Antibiotics.** "Animal products that are free from non-therapeutic use of antibiotics" are animal products that come from food-producing animals which have only been subjected to the use of antibiotics (particularly antibiotics with analogues to human drugs) when diagnosed with bacterial disease by a certified veterinarian, and which have not been subjected to the routine use of antibiotics other than for such disease therapy.

1.9. **Utilization of USDA Foods**

1.9.1. The District participates in the U.S. Department of Agriculture (USDA) Foods Program and the Department of Defense (DOD) Fresh Fruit and Vegetable Program administered by the California Department of Education Nutrition Services Division (NSD). USDA foods and DOD produce are ordered and/or received through the NSD's Food Distribution Program and a local produce company. Vendor must be willing to accept the District's USDA and DOD foods into its facility or facilities and shall utilize such foods in the meal platform whenever such foods are compatible with the meal platform as determined by the District.

1.9.2. When USDA Foods are used, Vendor shall provide full commodity credit for the District. Credits for commodities will be at the Fair Market Value established by the USDA utilizing the most current version of the November 15 Commodity File Report. In order to ensure full commodity credit, Vendor will provide documentation that includes the following:

1.9.2.1. Name of Menu Items utilizing USDA Foods
1.9.2.2. Name of USDA Foods and USDA Item code for the corresponding menu item
1.9.2.3. Net weight/portion of USDA Foods in the menu item
1.9.2.4. Total number of servings of menu item in each case of USDA Foods
1.9.2.5. USDA value per serving of the menu item

1.9.3. In its invoicing to District, Vendor shall deduct, and detail such deduction, all applicable commodity credits from the total price of the meal or meals based on the USDA value per serving.

1.9.4. Vendor shall assume liability for proper use and protection of USDA Foods assigned to it by the District for which the District will receive credit. In the
event that a loss of USDA Foods occurs while the food is in the control of the
Vendor and the food is deemed unfit for human consumption as a result of
spoilage, contamination, infestation, and/or damage, the Vendor shall be
required to reimburse the District for the Fair Market Value of the USDA Foods
or be required to replace the product on the commercial market with the same
type of food of U.S. origin of equal or better quality.

1.9.5. Vendor shall comply with USDA Foods program requirements for verification of
purchases and distributions of commodity processed food products.

1.9.6. If the Vendor is an approved USDA Foods processor, it shall comply with the
rules and regulations of the National and/or State Processing Agreement.

1.9.7. If Vendor is not an approved USDA Foods processor, then it shall use USDA
foods to the extent permitted by the USDA in its menu plan, and shall work with
the District and the NSD’s Food Distribution Program to ensure that Vendor is
using USDA Foods in a manner that complies with the USDA Foods Processing
Program.

1.9.8. If Vendor is not an approved USDA Foods processor, District prefers for Vendor
take the steps necessary to become an approved USDA Foods processor.

1.9.9. Each year the discounts permitted on the State Commodity Processing
Agreement are expected to change. If the District extends the Contract, then for
any such extension, if Vendor is an approved USDA Foods processor, then
Vendor shall submit the following documentation to the District's Student
Nutrition Services department:

1.9.9.1. New, approved State Commodity Processing Agreement for the term of
the extension.
1.9.9.2. New, approved End Product Data Schedules for the term of the
extension for each product awarded.

1.10. **Food Quality, Inspections and Labeling**

1.10.1. Vendor shall ensure that all meat, fish, and poultry used in meals provided
under this Contract originates from a regularly operated plant which is under
the supervision of or recognized by the Federal Meat Inspection Division of the
USDA.

1.10.2. Vendor shall ensure that all food items shall be fresh and sound, prepared in
properly equipped plants under modern sanitary conditions in accordance with
the best commercial practice, free from decay, discoloration or foreign matter.

1.10.3. Vendor shall ensure that all meals are delivered in containers that are sound,
clean, sturdy and sealed. Opened or damaged packages will not be accepted.
Vendor shall ensure that all packages have uniform identification labels written
in English. Vendor shall ensure that the brand name, item code, Child Nutrition
(CN) label, and count are clearly identified on master cases and boxes within master cases.

1.10.4. Vendor shall ensure that all items have the date of production, date of expiration or use by date clearly marked, where applicable.

1.10.5. Vendor shall ensure that all products conform to provisions set forth in the federal, state and county laws for the production, handling, processing, marketing and labeling of food items. In the event of off-flavor, damaged or items found to be unsatisfactory for consumption, Vendor shall replace the items or issue credit to the District.

1.11. **Packaging; Condiments**

1.11.1. Packaging must allow students to either see the entrée contents inside or be labeled with stickers or pictures that accurately depict the entrée contents.

1.11.2. Meal components intended for heating must be supplied in oven-able containers only, individually and securely lip sealed with oven-able closure film. The film used shall be 60 to 80-gauge polyester stock, transparent and nontoxic, which is heat (not adhesive) sealed to the flanges of the containers, to prevent separation in convection oven heating. Excess film should be tucked under containers in a fashion to preclude sticking to adjacent containers during heating. All modules must withstand oven heating up to 400 degrees Fahrenheit for a minimum of 35 minutes and subzero Fahrenheit temperatures as well. Oven-able Film wrap used for sandwich type items shall be 60 to 80-gauge polyester stock, transparent and non-toxic.

1.11.3. For items intended for "hot use," products must not melt, deform or break apart when they come in contact with hot food or liquids. For these items intended for "hot use," Vendor shall provide District with exact temperature tolerances in its instructions for the preparation of the meals.

1.11.4. Vendor shall provide meals with the following non-food items: sturdy single use serving trays, condiments consistent with the attached menu, napkins, and single service ware. Vendor shall include all non-food items that are necessary for the meal to be served.

1.11.5. Vendor shall furnish individual packets of appropriate condiments as dictated in the menu to all schools. All condiments must meet food specifications. Any deviation in content must have prior approval by Student Nutrition Services ("SNS"). Vendors shall include specifications and information for all condiments provided in the 21-day menu cycle.

1.11.6. Vendor shall furnish Carry-out Trays that hold all meal components and are easily transportable by all students.
1.11.7. Zero Waste Goal. The District supports the City and County of San Francisco’s Food Service Waste Reduction Ordinance and its goal to achieve Zero Waste by 2020. Requirements for products to help meet this goal include compostable or recyclable disposable food service ware, as follows:

1.11.7.1. Compostable plastic items must not contain additives that include highly hazardous chemicals, including but not limited to: persistent, bioaccumulative, and toxic (PBT) chemicals; very persistent and very bioaccumulative (vPvB) chemicals; carcinogens; mutagens; reproductive toxins.

1.11.7.2. Compostable plastic products must not contain polyvinyl chloride (PVC), polystyrene (PS), acrylonitrile butadiene styrene (ABS), polycarbonate (PC), or polyurethane (PU).

1.11.7.3. No chlorine or chlorine compounds may have been used in the manufacture of the compostable plastic products.

1.11.7.4. Compostable plastic products must be clearly labeled as "compostable" with green lettering or green stripe and readily distinguishable from any non-compostable plastic products for both users as well as for those handling the products once they are discarded.

1.12. Marketing; Public Relations; Education

1.12.1. Vendor shall implement a local, SNS-driven and SNS-approved marketing and education plan designed to increase participation among the students and create a positive image of the program to the parents and community, which shall include full color photographs of all entrees. Vendors shall submit as a part of the bid response a marketing and education plan which shall include but not be limited to the following:

1.12.1.1. Direct marketing:

1.12.1.1.1. Provide graphic colorful copies of menus and topical nutrition information to parents monthly. Distribution and communication channels should also include potentially using social networking sites.

1.12.1.1.2. Provide monthly newsletters designed to educate youth and their families. Each newsletter must be unique and represent a timely or seasonal topic.

1.12.1.1.3. Provide graphic artwork, direct marketing materials (e.g. posters, menu boards, banners).
1.12.1.1.4. Provide attractive packaging for all meals; preference is for packaging that allows students to see the actual entrée inside. If compostable packaging is used, full color photographs of each individual entrée must be attached.

1.12.1.2. **Promotions and Nutrition Education:** Vendor shall participate in a minimum of five (5) Student Nutrition Services-driven promotions per school year designed to increase the number of students participating in the meal program. Incentive prizes, such as hosting a nutrition education event for winning school, or age-appropriate and nutrition-related give away items such as recipe books etc., must also be provided.

1.12.1.3. **Training and Events:**

1.12.1.3.1. Provide two-to-four in-service trainings for Student Nutrition Services staff on quality service, innovations in food service, HHKFA and other topics as agreed upon with SNS leadership.

1.12.1.3.2. Participate in nutrition centered events:

1.12.1.3.2.1. Back to School events introducing parents and students to Breakfast in the Classroom programs
1.12.1.3.2.2. National School Lunch Week
1.12.1.3.2.3. National School Breakfast Week
1.12.1.3.2.4. Summer School meal options

1.13. **New Meals and Innovative Meal Components**

1.13.1. Contractor will work with SNS to develop new meals and meal components that represent the wide cultural diversity of our students while conforming to price constraints of the Contract.

1.13.2. As new meals and meal components are tested at each school grade level (ES, MS & HS) and approved for inclusion in the 21-day menu cycle, the District reserves the right to order these meals and meal components in substitute for existing ones.

1.14. **Product Samples**

1.14.1. During the term of this Agreement, Vendor shall grant District's requests for samples, free of charge, of any product being purchased from Vendor pursuant to this Agreement, or being proposed by Vendor for inclusion as a new item in order to allow District to assess and accept or reject such product as provided.
2. DELIVERY SERVICES

2.1. General

2.1.1. District Volume. District student participation in school meal programs comprises approximately 20,000 lunches, 7,500 breakfasts, 6,000 suppers and 3,000 after-school snacks served on school days during the regular school year at approximately one-hundred fourteen (114) Elementary, Middle and High Schools, as well as meal service during summer school in lesser amounts. If award is made, Vendor shall provide meal services to the District to meet such volume of student participation pursuant to the terms and conditions of this Contract.

2.1.2. Menu Cycle Change Procedure. Vendor shall deliver meals to schools on a daily basis every school day in accordance with the agreed upon menu cycle. Deviation from this menu cycle shall be permitted only upon written authorization of the District’s Student Nutrition Services department. Menu changes may be made only when agreed upon by both parties. When an emergency prevents the Vendor from delivering a specified meal component, Vendor shall notify immediately the designated representative from Student Nutrition Services to request approval of substitutions. The District reserves the right to request menu changes periodically throughout the term of the Contract.

2.1.3. Meal Services Orders. An authorized representative of the District’s SNS department will place orders with the Vendor for meals according to a timeline that shall be mutually agreed upon by the parties in writing. The orders will include totals for each school site and each type of meal. SNS will submit orders to Vendor every school day and SNS reserves the right to increase or decrease the number of meals ordered on a seventy-two (72) hour notice, or less if mutually agreed upon between the parties.

2.1.4. Online Order System. District will place orders with the Vendor via an online order system. Vendor shall accept orders in an automated flat-file format provided by the District’s software provider. If the Vendor requires the District’s software provider to develop a custom file in order to allow Vendor to accept such format, then Vendor shall pay for all custom development work at no cost to the District. If the Vendor can accept the file in any of the formats provided by the District’s software provider then there will be no such additional cost.

2.2. PerformanceLogistics. Vendor must provide inside delivery to approximately 74 elementary and K-8 schools; 14 middle schools; 27 high schools (including two continuation schools and an independent study school); 15 early education schools; and 13 active charter schools authorized by the District. During the summer session, must provide inside delivery to approximately 32 elementary and K-8 schools; 13 middle schools, and; 9 high schools with this number varying from year to year.
2.2.1. Vendor must deliver all meals in wire racks that are compatible with SNS’s retherm ovens. Vendor may, in some circumstances be required to put meals in the retherm oven and turn it on.

2.2.2. Vendor must provide one (1) customer service representative who is available to assist Student Nutrition each day of service from 6 am to 5 p.m.

2.2.3. Vendor is required to provide a routing schedule outlining daily meal deliveries, and weekly food deliveries, to each site by route, which must be approved by Student Nutrition prior to implementation. Loading/unloading time and delivery time are dependent on the route definition and number and capacity of trucks. Each route must be determined in a way that ensures all meals, meal components and supplies on each site’s daily order within the route can be contained in one delivery trip, as defined in Section 3 (“Delivery Instructions”). If required, Vendor shall revise a routing schedule based on the needs of the District. Any Vendor-proposed route changes must be communicated to Student Nutrition in writing at least two (2) weeks in advance and approved prior to implementation. Please see Attachment 10 for City Map and Site Location.

Site enrollments and participation levels may fluctuate.

2.2.4. If delivery to a site or sites should occur so late as to require payment of overtime rates (after 3:00 p.m.) to District school food service staff, the resulting overtime dollar amount incurred by the District will be deducted from the District’s payment to Vendor of an outstanding Vendor invoice if such late delivery was the fault of the Vendor. Vendor will immediately notify Student Nutrition, by 7:00 am at the latest, if there are delays, due to the meals and supplies not being ready by the times listed above.

2.2.5. At pick-up, Vendor employees or agents shall verify each item received on every daily site food order form for accuracy, and acknowledge receipt by signing off on the receiving document validating the content before departing. Damaged products shall be refused and indicated on the receiving document.

2.2.6. Vendor employees shall have a valid appropriate level driver’s license (all Class B drivers) and be adequately trained by Vendor to successfully complete all deliveries and complete all required paperwork daily.

2.2.7. Vendor employees driving motor vehicles on school grounds shall use extreme caution at all times. Drivers entering or leaving school premises when school is not in session shall be required to lock any gate or door to which they have access. Any unusual conditions noted by the Vendor’s employee shall be reported immediately to the employee’s immediate supervisor. The supervisor shall contact Student Nutrition during business hours to report any such occurrence. In the event of an emergency during
non-business hours, the supervisor shall contact the District’s emergency contact person, whom the District shall identify in writing to the Vendor.

2.2.8. Vendor shall be required to provide service throughout the school year. Service during SFUSD holidays and recesses may be completely suspended or may continue to be required but at reduced levels. Prior to any such reduction in service, the District representative will notify the Vendor and consult as to any necessary arrangements during that time period. In the event of a major disaster or labor dispute at any District or Vendor site, or affecting any District or Vendor site, Vendor shall continue to provide services pursuant to this RFQ/P.

2.2.9. For contract implementation, if awarded, the District shall provide the Vendor with a then-current instructional calendar and a list of sites for billing and routing purposes. The calendars and site list are subject to revisions and changes by the District.

2.3. **Pick Up and Delivery**

2.3.1. Sites requiring delivery are listed in “Attachment 12” (“Current Order Level by Site”) which also provides the current volume by site of items delivered. Attachment “10” (“City Map and Site Location”) provides a map showing the geographic distribution of the current delivery sites. The location and number of pickup and delivery sites, and quantity of items delivered, are subject to change.

2.3.2. All meals and supplies originating from the EED Central Kitchen will be ready for Vendor pick-up each day (starting at 9:30 am) for EED sites. Vendor shall deliver the daily meal and supply orders to each site as ordered no later than one (1) hour prior to the scheduled lunch period for each K-12 site and EED site. Vendor may start making deliveries to Elementary Schools starting at 7:30 am, and to Middle and High Schools starting at 6:30 am. Vendor’s delivery routes and scheduling are subject the approval of Student Nutrition.

2.3.3. Vendor shall deliver the food and supply orders to each site as ordered no later than 1:00 pm. Vendor shall not deliver during meal service, particularly the lunch or supper meal service.

2.3.4. The length of time to complete a delivery trip, as defined in Section 5 (“Delivery Instructions”) below, is dependent on the definition of the route and the number and capacity of Vendor’s delivery vehicles. The EED Central Kitchen does not have loading doors, but is grade level and accessible for the loading of multiple trucks concurrently. Vendor shall safely and securely transport all packaging, trays, utensils, etc. that accompany meals and food items. Any damage occurring in transport to meals or accompanying items is the responsibility of the Vendor and all charges of replacement or refunds due to incomplete deliveries will be charged to Vendor at the rate of purchase.
2.3.5. **Delivery Instructions.** A delivery trip is defined as one roundtrip that begins at the designated site of initiation, makes deliveries to sites, and ends at the same site of initiation with the return of all production and any other designated equipment, supplies and items gathered from the school site(s). All food and supply orders to be delivered for a site shall be completed in one delivery trip by Vendor. If a second delivery trip is required due to limited Vendor truck capacity, or Vendor error, no additional delivery charges shall be applied. Site orders may include breakfast (to be served the next day), lunch, supper, and snacks, depending on the site.

2.3.6. If an additional meal program (for example, supper) will be added at a site that did not previously have that meal program, Student Nutrition Services will notify Vendor of any such addition as this may require additional trucks or truck capacity, depending on Vendor’s vehicles and routes. District shall provide such notice in writing to Vendor at least one month in advance in order to allow Vendor time to adjust routes and vehicles in order to accommodate such an addition.

2.3.7. When required, Vendor shall arrive for pick-up at the Central Kitchen, load trucks with all indicated food and supplies according to the Student Nutrition-approved paperwork.

2.3.8. Vendor must deliver meals to K-12 and EED sites no later than one (1) hour prior to the scheduled lunch period.

2.3.9. Vendor shall deliver all food and supplies as specified by Student Nutrition in accordance with the California Retail Food Code. Deliveries may be made unattended provided that such deliveries comply with the provisions of this RFQ/P, including but not limited to Vendor employees transferring meals from bread racks to oven racks, loading meals which require heating into the re-thermalization oven(s), setting the oven(s) in operation according to approved time and temperatures provided by Student Nutrition, loading all cold food in refrigerators, and otherwise storing all food and supplies at the delivery site in accordance with appropriate Hazard Analysis Critical Control Point (HACCP) procedures.

2.3.10. Vendor shall take all food temperatures upon delivery at each site and document the temperature reading on the provided paperwork.

2.3.11. Vendor shall pick up and return to the Student Nutrition-designated locations all production equipment and supplies including without limitation oven racks, milk crates, thermal bags and food containers and any other designated District-authorized equipment from the day prior usage. Vendor shall weekly pick up a variety of required paperwork and deliver it to the office of Student Nutrition.

2.4. **Additional Services.**

2.4.1. Vendor shall provide additional services as requested by the District, as detailed herein. Vendor shall include pricing for additional services on Bid
Sheets in the spaces provided. Student Nutrition Managers, as designated by the Director of Student Nutrition Services, will have the authority to request that Vendor provide additional services. Such requests may initially be verbal (e.g. via phone call), however, the Vendor shall ensure that such a request is followed up with an email in order to document that the request is authorized. The provision of any additional services pursuant to such a request must be detailed every month pursuant to Section 61 ("Reports"), and must include the name of the SNS Manager that requested the additional service.

2.4.2. During the school year, three days a week, additional cases of fruit are shipped along with the daily meal deliveries for approximately 20 schools.

2.4.3. On occasion, Vendor will be required to visit a site to reset a re-thermalization oven.

2.4.4. On occasion, emergency meal delivery is required due to oven malfunction or power outage. In such instance, Vendor will re-route meals to a nearby Student Nutrition Services-approved school, where the meals will be heated and packed by Student Nutrition employees. Vendor will then redeliver meals to the originally intended school. Vendor will complete the Meal Transport Log as per Food Safety Requirements (Attachment N).

2.4.5. On occasion, emergency milk delivery is required, whereby Vendor will pick up milk from one school and deliver it to another. The volume of milk will vary between 1 – 10 crates.

2.4.6. On occasion, Vendor will be required to pick up and move equipment, such as refrigerator, milk cooler, or stainless-steel table, from one school to another. On occasion, the request may include the move of more than one piece of equipment.

2.4.7. On occasion, Vendor will be required to deliver meals for catering events. Meals will be picked up from one school and delivered to another location, possibly not an SFUSD campus but at a location within San Francisco.

2.5. **Vendor Vehicles**

2.5.1. Vendor vehicles must be in compliance with all City and County of San Francisco Department of Public Health requirements and regulations. A Letter of approval from the City and County of San Francisco Department of Public Health will be required. The type of vehicle to be used shall be left to the determination of the Vendor/Vendor (if award is made), provided that the requirements of this RFQ/P are met.

2.5.2. Vendor vehicles shall maintain food at the proper temperatures, at or below 41 degrees Fahrenheit for cold food and at or above 165 degrees Fahrenheit for hot food. For pick-up, District will provide hot foods in thermal bags or top-loading Cambro brand carriers; Vendor shall ensure that during transportation hot food is maintained at or above 135 degrees Fahrenheit. For pick-up, District will provide cold food items in metal racks; refrigeration
at or below 41 degrees is required for the transportation of cold food. Vendor vehicles delivering cold food must be equipped with refrigeration sufficient to meet the terms and conditions of this bid/contract.

2.5.3. All vehicles shall have the name of the Vendor prominently displayed, and must be currently licensed, throughout the term of this Contract, if an award is made.

2.5.4. Vendor shall at all times furnish and maintain a sufficient number of vehicles to perform the work. Except in the case of an emergency or other special circumstance requiring an additional delivery to a site, the Vendor’s vehicle fleet shall be in sufficient number and capacity to deliver all daily food and supplies to every site while requiring no more than one daily delivery trip, as defined herein.

2.5.5. As documentation of the Vendor’s ability to furnish and maintain the appropriate vehicles, and in sufficient number and capacity, to perform this RFQ/P, if awarded, each Vendor shall submit with its bid proposal the detail and documentation sufficient to establish the Vendor’s ownership, lease, or option to lease, such vehicles that Vendor shall use, if awarded, to perform the services under this RFQ/P as of the school year start date listed in Section 21 (“Schedule for Implementation”) herein.

---end---
Attachment “3”
Bid Form / Fee Schedule

INSTRUCTIONS:

Attachment “3” is divided into three (3) sections:
• Proposal Pricing Summary
• Meal Preparation Pricing
• Meal Delivery Pricing

The quantities and items listed on the Fee Schedule are for proposal purposes only. The actual quantities and items to be purchased under the Contract will be dictated by the actual needs of the District. Firms are to complete and enter the appropriate cost on the Fee Schedule in the space provided.

The Fee Schedule is set up as a tiered pricing and service structure FOR 6 DIFFERENT MEALS, and with price breakouts for four (4) utensil and packaging scenarios, aimed at achieving the greater goal of Zero Waste Goods (“ZWG”).

The only price used for scoring purposes is for the MEAL using traditional packaging and utensils, labeled “A.” on the Bid Form, and color highlighted in each of the FIVE (5) MEAL categories, at each of the three (3) Grade Levels. All other pricing is for informational purposes, but will be relied upon as an alternate price if ZWG products are selected.

MEAL COST SUMMARY (per Bid Form / Fee Schedule below)

<table>
<thead>
<tr>
<th></th>
<th>K-5</th>
<th>6-8</th>
<th>9-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-A</td>
<td></td>
<td>1-A</td>
<td>1-A</td>
</tr>
<tr>
<td>2-A</td>
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<td>2-A</td>
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<tr>
<td>3-A</td>
<td></td>
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<td>4-A</td>
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</tr>
<tr>
<td>subtotal</td>
<td></td>
<td>subtotal</td>
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</tr>
</tbody>
</table>

Per Day MEAL COST TOTAL

Sec. 1 - DELIVERY COST SUMMARY (per Bid Form / Fee Schedule below)

<table>
<thead>
<tr>
<th>1.</th>
<th>Regular School Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Day DELIVERY COST</td>
<td></td>
</tr>
</tbody>
</table>

PROPOSAL PRICE
## Sec. 2.

**Bid Form / Fee Schedule - MEAL PRICING**

### GRADES K-5

<table>
<thead>
<tr>
<th>Item#</th>
<th>Description</th>
<th>Estimated Servings Per Day</th>
<th>Price Per Serving</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>HOT Breakfast</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Traditional utensils and packaging</td>
<td>3000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Traditional utensils but ZWG packaging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C. Traditional packaging but ZWG utensils</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>D. ZWG utensils and ZWG packaging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>COLD Breakfast</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Traditional utensils and packaging</td>
<td>3000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Traditional utensils but ZWG packaging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C. Traditional packaging but ZWG utensils</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>D. ZWG utensils and ZWG packaging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>SNACK</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Traditional utensils and packaging</td>
<td>3000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Traditional utensils but ZWG packaging</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>C. Traditional packaging but ZWG utensils</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>D. ZWG utensils and ZWG packaging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td><strong>LUNCH</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Traditional utensils and packaging</td>
<td>14000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Traditional utensils but ZWG packaging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C. Traditional packaging but ZWG utensils</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>D. ZWG utensils and ZWG packaging</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. SUPPER

A. Traditional utensils and packaging

B. Traditional utensils but ZWG packaging

C. Traditional packaging but ZWG utensils

D. ZWG utensils and ZWG packaging

GUARANTEED OFFER vs. SERVE
CREDITS PER SERVING

6. VEGETABLES

7. FRESH FRUIT
# GRADES 6-8

## Bid Form / Fee Schedule - MEALS

<table>
<thead>
<tr>
<th>Item#</th>
<th>Description</th>
<th>Estimated Servings Per Day</th>
<th>Price Per Serving</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>HOT Breakfast</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Traditional utensils and packaging</td>
<td>350</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Traditional utensils but ZWG packaging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Traditional packaging but ZWG utensils</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>ZWG utensils and ZWG packaging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>COLD Breakfast</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Traditional utensils and packaging</td>
<td>250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Traditional utensils but ZWG packaging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Traditional packaging but ZWG utensils</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>ZWG utensils and ZWG packaging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>SNACK</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Traditional utensils and packaging</td>
<td>1500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Traditional utensils but ZWG packaging</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Traditional packaging but ZWG utensils</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>ZWG utensils and ZWG packaging</td>
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<td></td>
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</tr>
<tr>
<td>4.</td>
<td>LUNCH</td>
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</tr>
<tr>
<td>A.</td>
<td>Traditional utensils and packaging</td>
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<tr>
<td>B.</td>
<td>Traditional utensils but ZWG packaging</td>
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</tr>
<tr>
<td>C.</td>
<td>Traditional packaging but ZWG utensils</td>
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</tr>
<tr>
<td>D.</td>
<td>ZWG utensils and ZWG packaging</td>
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</tbody>
</table>
5. **SUPPER**

A. Traditional utensils and packaging

B. Traditional utensils but ZWG packaging

C. Traditional packaging but ZWG utensils

D. ZWG utensils and ZWG packaging

---

GUARANTEED OFFER vs. SERVE
CREDITS PER SERVING

<table>
<thead>
<tr>
<th>Credit</th>
<th>Amount</th>
</tr>
</thead>
</table>

6. **VEGETABLES**

7. **FRESH FRUIT**
## Attachment “3”
Bid Form / Fee Schedule - MEALS

### GRADES 9-12

<table>
<thead>
<tr>
<th>Item# Description</th>
<th>Estimated Servings Per Day</th>
<th>Price Per Serving</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td><strong>1. HOT Breakfast</strong></td>
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<td></td>
</tr>
<tr>
<td>A. Traditional utensils and packaging</td>
<td>600</td>
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</tr>
<tr>
<td>B. Traditional utensils but ZWG packaging</td>
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<tr>
<td>C. Traditional packaging but ZWG utensils</td>
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</tr>
<tr>
<td>D. ZWG utensils and ZWG packaging</td>
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</tr>
<tr>
<td><strong>2. COLD Breakfast</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>A. Traditional utensils and packaging</td>
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<td>B. Traditional utensils but ZWG packaging</td>
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<td>C. Traditional packaging but ZWG utensils</td>
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<td>D. ZWG utensils and ZWG packaging</td>
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<td></td>
</tr>
<tr>
<td><strong>3. SNACK</strong></td>
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</tr>
<tr>
<td>A. Traditional utensils and packaging</td>
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<td>B. Traditional utensils but ZWG packaging</td>
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<td>C. Traditional packaging but ZWG utensils</td>
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<tr>
<td>D. ZWG utensils and ZWG packaging</td>
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<td></td>
</tr>
<tr>
<td><strong>4. LUNCH</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Traditional utensils and packaging</td>
<td>3000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Traditional utensils but ZWG packaging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Traditional packaging but ZWG utensils</td>
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<td></td>
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<tr>
<td>F. ZWG utensils and ZWG packaging</td>
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</table>
### 5. SUPPER

<table>
<thead>
<tr>
<th>Option</th>
<th>Credit Amount</th>
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</thead>
<tbody>
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<td>A. Traditional utensils and packaging</td>
<td>3000</td>
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<tr>
<td>B. Traditional utensils but ZWG packaging</td>
<td></td>
</tr>
<tr>
<td>C. Traditional packaging but ZWG utensils</td>
<td></td>
</tr>
<tr>
<td>D. ZWG utensils and ZWG packaging</td>
<td></td>
</tr>
</tbody>
</table>

GUARANTEED OFFER vs. SERVE CREDITS PER SERVING

### 6. VEGETABLES

### 7. FRESH FRUIT
### MEAL DELIVERY COSTS

#### 1. REGULAR – SCHOOL YEAR

<table>
<thead>
<tr>
<th>A. Est. Number of Sites</th>
<th>B. Per Site Delivery Price</th>
<th>C. Est. Per Day Delivery Price (A. X B. = C.)</th>
</tr>
</thead>
</table>

- **Student Nutrition Tier 3 Sites (451 and more meals)**
  - Est. Number of Sites: 8
  - Per Site Delivery Price: $180
  - Est. Per Day Delivery Price: $-

- **Student Nutrition Tier 2 Site (101 – 450 meals)**
  - Est. Number of Sites: 89
  - Per Site Delivery Price: $180
  - Est. Per Day Delivery Price: $-

- **Student Nutrition Tier 1 Site (100 and few meals)**
  - Est. Number of Sites: 18
  - Per Site Delivery Price: $180
  - Est. Per Day Delivery Price: $-

- **Early Ed Delivery#**
  - Est. Number of Sites: 14
  - Per Site Delivery Price: $180
  - Est. Per Day Delivery Price: $-

#### Per Day Total

#### 2. SUMMER SCHOOL & HOLIDAYS

<table>
<thead>
<tr>
<th>A. Est. Number of Sites</th>
<th>B. Per Site Delivery Price</th>
<th>C. Est. Per Day Delivery Price (A. X B. = C.)</th>
</tr>
</thead>
</table>

- **Student Nutrition Tier 3 Sites (451 and more meals)**
  - Est. Number of Sites: 1
  - Per Site Delivery Price: $45
  - Est. Per Day Delivery Price: $-

- **Student Nutrition Tier 2 Site (101 – 450 meals)**
  - Est. Number of Sites: 30
  - Per Site Delivery Price: $45
  - Est. Per Day Delivery Price: $-

- **Student Nutrition Tier 1 Site (100 and few meals)**
  - Est. Number of Sites: 29
  - Per Site Delivery Price: $45
  - Est. Per Day Delivery Price: $-

- **Early Ed Delivery#**
  - Est. Number of Sites: 25
  - Per Site Delivery Price: $90
  - Est. Per Day Delivery Price: $-

#### Per Day Total

---
3. **FOOD SUPPLIES DELIVERY (BULK) YEAR-ROUND**

<table>
<thead>
<tr>
<th>A. Est. Number of Sites</th>
<th>B. Per Site Delivery Price (Est. Number of Service Days)</th>
<th>C. Est. Per Day Delivery Price (A. X B. = C.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Nutrition Tier 3 Sites (51 cases and above)</td>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>Student Nutrition Tier 2 Site (31 to 50 cases)</td>
<td>6</td>
<td>36</td>
</tr>
<tr>
<td>Student Nutrition Tier 1 Site (1 to 30 cases)</td>
<td>17</td>
<td>36</td>
</tr>
<tr>
<td><strong>Per Day Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ADDITIONAL SERVICES**
(for informational pricing only – WILL NOT BE USED TO DETERMINE PROPOSAL PRICING)

<table>
<thead>
<tr>
<th>Additional Cases of Fruit (USDA Commodities) (Shipping with Daily Meal Delivery During School Year)</th>
<th>25</th>
<th>10</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Re-thermalization Oven Resent</th>
<th>Price Per Service</th>
<th>Est. Number Per Year</th>
<th>Price Per Service by Est. # of Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ -</td>
<td>20</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Emergency Meal Delivery</th>
<th>Price Per Service</th>
<th>Est. Number Per Year</th>
<th>Price Per Service by Est. # of Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ -</td>
<td>20</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Emergency Milk Delivery</th>
<th>Price Per Service</th>
<th>Est. Number Per Year</th>
<th>Price Per Service by Est. # of Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ -</td>
<td>30</td>
<td>$ -</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment Move</th>
<th>Price Per Service</th>
<th>Est. Number Per Year</th>
<th>Price Per Service by Est. # of Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ -</td>
<td>10</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment Move- additional units, same day delivery</th>
<th>Price Per Service</th>
<th>Est. Number Per Year</th>
<th>Price Per Service by Est. # of Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ -</td>
<td>5</td>
<td>$ -</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>SFUSD Catering Delivery</th>
<th>Price Per Service</th>
<th>Est. Number Per Year</th>
<th>Price Per Service by Est. # of Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ -</td>
<td>20</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>
Sample Tasting Panel Tally Sheet – **ELEMENTARY LEVEL**

**Basic Form**

**Directions:** Circle the number that best answers each question. 1 is the worst and 6 is the best.

<table>
<thead>
<tr>
<th>How does the food look?</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>How does the food taste?</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>How is the texture? How does the food feel in your mouth?</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>How does the food smell?</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>How would you rate the food overall?</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

We are asking you to try food that we would like to add to our school lunch menu. Circle the smiley face that best describes how you feel about the food that you are tasting!

Food being tasted: ________________________________

What do you think of the color/look of this food item?

![Smiley Faces for Rating]

Very Good  Good  Just Okay  Bad  Very Bad

What do you think of the taste/ flavor of this food item?

![Smiley Faces for Rating]

Very Good  Good  Just Okay  Bad  Very Bad

What do you think of the smell of this food?

![Smiley Faces for Rating]

Very Good  Good  Just Okay  Bad  Very Bad

Do you think we should serve this food item on the lunch menu?

![Smiley Faces for Rating]

Very Good  Good  Just Okay  Bad  Very Bad
### Sensory Evaluation Form – Circle

**Directions**: Circle one rating in the yellow boxes for each of the following: Appearance, Taste/Flavor, Texture/Consistency, Aroma/Smell, and Overall Acceptability.

**Sample Name #:**

<table>
<thead>
<tr>
<th>Rating</th>
<th>Extremely Attractive</th>
<th>Moderately Attractive</th>
<th>Matches photo</th>
<th>Unappetizing</th>
<th>Unattractive</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Appearance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Taste/Flavor</strong></td>
<td>Tasted great</td>
<td>Flavorful</td>
<td>Acceptable</td>
<td>Off flavor</td>
<td>Flavor did not appeal to me</td>
</tr>
<tr>
<td><strong>Texture</strong></td>
<td>Wonderful texture</td>
<td>Good texture</td>
<td>Acceptable texture</td>
<td>Off texture</td>
<td>Inappropriate texture</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Flat-Runny</td>
</tr>
<tr>
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<td>Acceptable aroma</td>
<td>Aroma is not appealing</td>
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</table>
**Directions:** Check one rating for each of the following: Appearance, Taste/Flavor, Texture/Consistency, Aroma/Smell, and Overall Acceptability.

**Sample Name / # ____:**

<table>
<thead>
<tr>
<th>Rating Scale</th>
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<th>Like very much</th>
<th>Like moderately</th>
<th>Like slightly</th>
<th>Neither like nor dislike</th>
<th>Dislike slightly</th>
<th>Dislike moderately</th>
<th>Dislike very much</th>
<th>Dislike extremely</th>
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<td>5</td>
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Appearance

Taste/Flavor

Texture/Consistency

Aroma/ Smell

Overall Acceptability
Vendor Name__________________________

COMMUNITY TASTING PANEL TALLY – minimum 100 / maximum 300 POINTS

Appearance – 60
Taste/Flavor - 60
Texture/ Consistency-60
Aroma/ Smell -60

Overall Acceptability -60

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<tr>
<th>Rating Scale</th>
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<th>Like moderately</th>
<th>Like slightly</th>
<th>Neither like nor dislike</th>
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Sample 1 - Chicken Entrée
Sample 2 - Beef Entrée
Sample 3 - Vegetarian Entrée
Sample 4 - Entrée Salas
Sample 5 - Sandwich (Served Cold)

TOTAL = [SUBTOTAL ÷ 5]
Attachment "5"

Second Reading

SUBJECT: Resolution No. 164-26A3
Adopting Good Food Purchasing Standards for SFUSD
- Commissioners Sandra Lee Fewer, Matt Haney, and Shamann Walton

WHEREAS: The San Francisco Unified School District (SFUSD) operates the largest public food program in the city of San Francisco, serving over 6 million meals during the school year and over 275,000 meals during the summer months, and

WHEREAS: Our students look to us to provide the support they need for a healthy future, and SFUSD believes that all students should have access to real, freshly prepared whole foods, that are made with carefully considered ingredients that promote healthy growth and development; and

WHEREAS: Over the past decade SFUSD’s Board of Education has taken many steps to improve SFUSD’s food systems, including aligning around the highest nutritional standards in the nation and making a bold commitment to feed every hungry child; and

WHEREAS: In April 2015, the San Francisco Board of Education adopted Wellness Policy (P5167) which meets all the provisions of the Healthy, Hunger-Free Kids Act of 2010 (HHFKA), and provides all schools with a framework to actively promote the health and wellness of all students; and

WHEREAS: SFUSD’s Wellness Policy includes guidelines related to nutrition, nutrition education, food and beverage marketing, physical education physical activity, and staff wellness; and

WHEREAS: SFUSD’s Nutrition Guidelines meet or exceed the standards outlined in federal, state, and local policies, and they apply to all foods and beverages sold or served to students, staff and families on every PreK-12 campus and administrative building during school day, and district funds can only be used to purchase foods and beverages that meet these nutritional guidelines; and

WHEREAS: SFUSD’s Student Nutrition Services (SNS) spends over 11 million dollars annually on food and food supplies; and

WHEREAS: The Good Food Purchasing Program (GFPP) was developed in 2012 to incentivize public institutions to procure food produced through values-driven purchasing standards; and

WHEREAS: Good Food is defined by GFPP as food that is Healthy, Affordable, Fair and Sustainable. These foods meet the Dietary Guidelines for Americans, provide freedom from chronic ailment, and are delicious and safe. All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation. Good Food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food
RESOLUTION NO. 164-26A3
ADOPTING GOOD FOOD PURCHASING STANDARDS FOR SFUSD
COMMISSIONERS SANDRA LEE FEWER, MATT HANEY, AND SHAMANN WALTON

Page 2

is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management), and

WHEREAS: Good Food values prioritize nutrition, affordability, geography, and sustainable production practices including sound environmental practices, fair prices for producers, safe and fair working conditions for employees, and humane conditions for animals; and

WHEREAS: Good Food Procurement refers to the sourcing and purchasing all foods and beverages procured with SFUSD funds; and

WHEREAS: In practicing Good Food Procurement methods, SFUSD will help support a regional food system that is ecologically sound, economically viable, and socially responsible, and thoughtful purchasing practices throughout SFUSD will have an impact on the availability of local, sustainable, food; and

WHEREAS: SFUSD’s Board of Education has a longstanding commitment to creating school environments that promote and protect children’s health, well-being, and ability to learn by supporting healthy eating and physical fitness, The Good Food Purchasing Program will strengthen SFUSD’s capacity to become a Good Food leader in our community.

THEREFORE BE IT RESOLVED: That SFUSD’s Board of Education embraces the Good Food Purchasing Program (GFPP) as a strategy to help improve our region’s food system through the adoption and implementation of the Good Food Purchasing Standards (GFPS), which emphasize the following values.

1. Local Economies– support small and mid-sized agricultural and food processing operations within the local area or region.

2. Environmental Sustainability – support producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.

3. Valued Workforce – provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

4. Animal Welfare – provide healthy and humane care for farm animals.

5. Nutritional – promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives.
FURTHER BE IT RESOLVED: That SFUSD will embrace the GFPS, which include a number of options and levels within each of these five value categories, as a framework for guiding values-driven purchasing; and

BE IT FURTHER RESOLVED: That SFUSD’s Student Nutrition Services staff, with technical assistance from the Good Food Program, will take the following steps in support of Good Food.

1. Within six months of the adoption of this resolution, communicate Good Food Purchasing Standards to all suppliers, including distributors and foodservice companies, and ask them to share data that will help SFUSD complete an assessment of baseline procurement practices. Here are examples of the types of data SFUSD will request.
   - Line item listing of each product purchased in the following categories: produce, meat & poultry, milk & dairy, seafood, and grains & legumes;
   - Total spend for each line item;
   - Price per unit for each line item;
   - Number of units/volume purchased for each line item;
   - Farm/supplier/producer of origin for each line item;
   - Production location.

2. Complete a baseline Good Food Purchasing assessment of food procurement practices within 12 months of the adoption of this resolution.

3. Develop and adopt a multi-year action plan with benchmarks to comply with Good Food Purchasing Standards. This multi-year action plan will be developed within 6 months after the baseline assessment has been completed.

4. Establish supply chain accountability and traceability systems with vendors/distributors to verify sourcing commitments and assess current food procurement practices. This system will be developed within 6 months after the baseline assessment has been completed.

5. Incorporate Good Food Purchasing Standards into new Requests for Proposals (RFPs) and contracts within 6 months after the baseline assessment has been completed.

6. Report progress to the Board of Education within 12 months of the adoption of this resolution, and then report annually on implementation progress

Please Note:

➢ Referred by order of the Chair on 4/26/16 to the Budget and Business Services Committee.

4/26/16
5/24/16
I. Introduction

1) Background

Comprehensive student wellness is a core value of the Board of Education of the San Francisco Unified School District (hereinafter “District”). The District recognizes that social, emotional, and physical health are fundamental for each student to achieve his or her maximum potential. The District has a longstanding commitment to creating school environments that promote and protect children’s health, well-being, and ability to learn by supporting healthy eating and physical fitness. The District’s first wellness policy was adopted in 2003, a year before districts participating in the National School Lunch Program, or any program in the Child Nutrition Act of 1966, were mandated to adopt a school wellness policy for all schools under their jurisdictions.

While the District’s wellness policy was considered ahead of its time a decade ago, the last revisions to this policy occurred in 2007. Since then, the wellness policy requirement established by the Child Nutrition and WIC Reauthorization Act of 2004 has been further strengthened by the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The HHFKA expands the scope of the wellness policy; brings in additional stakeholders in its development, implementation and review; and requires public updates on the content and implementation of the wellness policy. The intent is to strengthen local school wellness policies so they become useful tools in evaluating, establishing, and maintaining healthy school environments, and to provide transparency to the public on key areas that affect the nutrition and physical activity environment in each school.

Over the course of the past two years, the Food and Fitness Advisory Committee (FFAC), a multidisciplinary committee of diverse stakeholders including families, staff, students, City agencies, and nonprofit organizations, with the assistance of members of the public, developed recommendations for a revised wellness policy. To develop the next generation of the wellness policy, the FFAC relied on the framework of the District’s strategic plan, researched the most recent scientific literature on the effect of nutrition and physical education (PE)/activity (PA) on student achievement and health, and reviewed District-specific data on student health and academic achievement gaps.

The FFAC shared its recommendations in writing with the Board of Education in December 2013, and since then the FFAC has collaborated with District staff from a variety of departments, including Policy and Operations, School Health Programs, Student Nutrition Services, Physical Education, School Partnerships, and After School Programs, to develop an updated wellness policy. The development of the updated wellness policy was guided by the following: (1) recommendations from the FFAC; (2) the Healthy Hunger-Free Kids Act of 2010; (3) guidelines from the USDA, California Department of Education, and the Centers for Disease Control and Prevention; (4) sample wellness policies from the California School Board Association and other school districts; (5) the Wellness Policy approved by SFUSD’s Board of Education in 2003; (6) Vision 2025 and other District policies and practices that reflect the District’s commitment to improving the health of students, families, and staff and the academic outcomes of all students.

This collaborative approach to writing the updated wellness policy was supported by a grant from the Department of Public Health which provided resources to help coordinate across programs and departments, convene meetings between District staff and the FFAC, and conduct research to ensure the updated wellness policy meets or exceeds state, federal, and local guidelines.
2) Research Findings

The research findings summarized below are from multiple sources, including: SFUSD Food and Fitness Committee Wellness Policy Recommendations; Making the Case for Healthy, Freshly Prepared School Meals, Center for Ecoliteracy; USDA Food and Nutrition Service; the Centers for Disease Control and Prevention; the California School Board Association; the American Journal of Preventive Medicine; and the American Heart Association.

a) Several studies have consistently documented the powerful connection between health and academic achievement, with poor health often negatively affecting students’ attendance, grades and ability to learn in school. Adolescents with poorer general health are less likely to graduate from high school on time or attend college or post-secondary education.

b) Heart disease, cancer, stroke, and diabetes are responsible for two-thirds of deaths in the United States. Major factors for these diseases, such as unhealthy eating habits, physical inactivity, and obesity, often are established in childhood.

c) Obesity rates have doubled in children and tripled in adolescents over the last two decades in the United States, and physical inactivity and excessive calorie intake are the predominant causes of obesity. While obesity affects all genders and all racial and age groups, low-income children and food insecure children may be at even greater risk.

d) Regular physical activity and high-quality diets are associated with higher levels of academic performance, longer attention spans, increased work capacity, and more class participation. A California Department of Education study of the Fitnessgram found that physically fit children scored twice as well on academic tests as unfit children.

e) Both physical education and recess promote activity and a healthy lifestyle. According to the Centers for Disease Control and Prevention, time spent in recess appears to have a positive relationship with children’s attention, concentration, and on-task classroom behavior.

f) Well-nourished children are tardy or absent less often. They have fewer behavioral problems, require fewer visits to the school nurse, and are less susceptible to obesity, diabetes, and a variety of other preventable health problems that lead to early death.

g) School meals are important in determining if students get the nutrition they need to succeed academically. Students, on average, consume about 35 percent of their daily calories at school, and many consume half or more of their calories at school.

h) Participants in National School Breakfast and Lunch programs are less likely to have nutrient inadequacies; more likely to consume fruit, vegetables, and milk; and less likely to consume desserts and snack food than children who do not.

i) Consumption of sweetened beverages, including soda, sports drinks, fruit flavored punches, and consumption of 100% juice, promote excess calorie intake with little to no nutritional value added. Research shows that sweetened beverages are linked to obesity, diabetes and other chronic diseases.

j) Nutrition education programs are an effective way to increase the consumption of fruits and vegetables and create healthy habits for life.

k) Employees who have poor health are more likely to miss work or have trouble concentrating at work. In addition to improving the overall health of staff, wellness programs for staff may increase their capacity to be positive roles models for students.
3) **Declarations**

a) The District’s mission is to provide each student with an equal opportunity to succeed by promoting intellectual growth, creativity, self-discipline, cultural and linguistic sensitivity, democratic responsibility, economic competence, and physical and mental health so that each student can achieve his or her maximum potential.

b) The District’s wellness policy is ambitious because student health and wellness is of paramount importance; the policy aims to provide all school administrators with a framework to actively promote the health and wellness of all students. The wellness policy is meant to inspire and empower. Each school shall implement and uphold the policy to best fit the needs, concerns, and resources of its local community.

c) It is difficult for students to learn if they are unhealthy. To strengthen academic outcomes we must create environments that promote good eating habits and physical activity.

d) The Board recognizes that a safe, positive school environment is also conducive to students’ physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

e) Establishing healthy behaviors during childhood is easier and more effective than trying to change unhealthy behaviors during adulthood. Schools play a critical role in promoting the health and safety of young people and helping them establish lifelong healthy behavior patterns.

f) The District is committed to providing quality school meals, and ensuring that during the school day all foods and beverages made available to students adhere to the District’s nutrition guidelines, support the health curriculum, and promote optimal health.

g) The District’s physical education program and physical activity efforts support its coordinated wellness program and provide students with the skills and knowledge they need to be active as children, adolescents, and throughout the stages of adulthood. Integral to this effort is supporting safe physical and social environments in and outside of school where students are active.

h) The District highly values the health and well-being of every staff member and will plan and implement activities and policies that support personal efforts by staff to maintain a healthy lifestyle and be role models for students, families and peers.

i) The District’s approach to wellness is aligned with the *Whole School, Whole Community, Whole Child* model from the Centers for Disease Control and Prevention which outlines an ecological approach that is directed at the whole school, with the school in turn drawing its resources and influences from the whole community and serving to address the needs of the whole child.
II. Definitions

The following definitions apply to terms used in this wellness policy (hereinafter “Policy”).

A la carte  
A selection of food items each priced separately.

Administrative Regulations  
Detailed operational directions developed by SFUSD staff to put Board policy into practice.

Competitive Foods & Beverages  
Any food or beverage outside the federally reimbursable school meal programs available to students on the school campus and at any time during the school day. This includes all foods and beverages available for sale to students, and/or donated to schools for students, and/or brought by families or teachers for classroom parties or school celebrations.

District’s Nutrition Guidelines  
The District’s nutrition guidelines are a description of the minimum standards for all foods and beverages, including the type and amount of fat, sodium, sugar, calories, and other nutrients and food qualities. The standards meet or exceed the standards outlined in federal, state, and local policies. Student Nutrition Services updates the standards as new nutritional science information becomes available.

Freshly Prepared  
Meals that are fully prepared and individually packaged within twenty-four (24) hours.

Food & Fitness Advisory Committee  
The Food & Fitness Advisory Committee (FFAC) was formed in 2003 by the Superintendent under the guidance of Board Resolution No. 211-12A8. Members include parents/guardians, staff, students, nutritionists, and healthcare professionals. The purpose of the FFAC is to support the District in the design, implementation, and enforcement of its Wellness Policy.

Juice  
100% fruit and/or vegetable juice with no added sweeteners.

Marketing  
Advertising and other promotions in schools. Food marketing commonly includes oral, written, or graphic statements made for the purpose of promoting the sale of food or beverage products made by the producer, manufacturer, seller, or any other entity with a commercial interest in the product.

Meal Charges  
Students with no qualifying meal application on file and/or no money to pay on the day of service can “charge” their meal with the understanding that their family will reimburse the District at a later date. At the end of the school year, the District must pay the balance of any outstanding meal charges per USDA regulations.

Non-Compliant  
Any food or beverage that does not comply with the District’s nutrition guidelines.

Nutrition Education  
A standards-based sequential pre-K through 12 instructional program that builds nutrition knowledge, attitudes, and skills that help students make lifelong healthy eating choices.
<table>
<thead>
<tr>
<th><strong>Nutrition Promotion</strong></th>
<th>Strategies, social marketing, materials, and oral and written communications that provide methods to shift cultural norms toward healthier foods and beverages.</th>
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</thead>
<tbody>
<tr>
<td><strong>Physical Activity</strong></td>
<td>Behavior consisting of bodily movement that requires energy expenditure above the normal physiological (muscular, cardio respiratory) requirements of a typical school day, such as walking and biking to and from school.</td>
</tr>
<tr>
<td><strong>Physical Education</strong></td>
<td>A standards-based sequential pre-K through 12 instructional program that engages students in a range of physical activities and prepares students to incorporate the long-term benefits of activity into a healthy lifestyle.</td>
</tr>
<tr>
<td><strong>School Campus</strong></td>
<td>School buildings and grounds under the jurisdiction of the Board of Education.</td>
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<tr>
<td><strong>School Day</strong></td>
<td>Starting from the time students are first admitted to the school campus in the morning to 30 minutes after the end of regularly scheduled afterschool programs.</td>
</tr>
<tr>
<td><strong>School Wellness Committee</strong></td>
<td>A school wellness committee is a group of school representatives from different segments of the school community who collaborate to address health and wellness in their school.</td>
</tr>
<tr>
<td><strong>Sold</strong></td>
<td>Sold means the exchange of food and/or beverages for money, coupons, vouchers, or order forms.</td>
</tr>
<tr>
<td><strong>Sweetened Beverage</strong></td>
<td>Any beverage that contains added caloric sweeteners, including sodas, energy drinks, sweetened iced teas, sports drinks, flavored water, sweetened juices, juice nectars, and fruit punches.</td>
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<tr>
<td><strong>Wellness</strong></td>
<td>An interactive process of becoming aware of and practicing choices to create a healthy and balanced lifestyle, which includes but is not limited to nutrition, nutrition education, physical activity, and physical education.</td>
</tr>
<tr>
<td><strong>Wellness Policy</strong></td>
<td>Written document that guides the school district’s efforts to establish a school environment that promotes students’ health, well-being, and ability to learn by supporting healthy eating and physical activity.</td>
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</table>
III. **Wellness Policies**

This Wellness Policy imagines a paradigm shift that will require resources and that will take multiple years to fully operationalize. The goal is to create a framework to help all school administrators actively promote student health and wellness. The approach to implementing the various elements of this wellness policy will be respectful of all communities and sensitive to risks associated with trying to control what people eat.

The wellness policies are organized into nine sections:
1) Nutrition services
2) Nutrition guidelines for all foods and beverages
3) Nutrition promotion
4) Nutrition education
5) Food and beverage marketing
6) Competitive Foods and Beverages
7) Physical education
8) Physical activity
9) Staff wellness

1) **Nutrition Services**

a) To maximize the District’s ability to provide nutritious meals and snacks, all District schools shall participate in available federal school nutrition programs, including the National School Lunch, the School Breakfast Program, the Child and Adult Care Food Program, and the Summer Food Service Program.

b) Student Nutrition Services (SNS) and the Early Education Department (EED) shall offer school meal programs that aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns, and support healthy choices while accommodating cultural food preferences and special dietary needs.

c) SNS and EED will ensure that all students who participate in school meal programs have access to the same high quality food and nutrition guidelines across all schools.

d) Hunger is such an extreme impediment to academic achievement that no student shall be denied a school meal because of an inability to pay. Because the cost of feeding students whose families do not qualify for government sponsored meals and cannot afford to pay for their own meals reduces the amount of money available to pay for other education related expenses, SNS shall create detailed administrative regulations that outline the steps families, schools, and SNS will take to minimize the financial implications of feeding all students regardless of ability to pay.

e) Students will be allowed to eat or finish their breakfast in class at the beginning of the school day, and all eligible District schools shall partner with SNS and/or EED to implement federal breakfast expansion models, for example, Breakfast in the Classroom, Grab n’ Go, Second Chance Breakfast.

f) SNS and EED will ensure that all school sites are in compliance with food safety code and are capable of storing and serving fresh food that is locally prepared.
g) All school nutrition program staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals.

2) Nutrition Guidelines For all Foods and Beverages

a) The District’s nutrition guidelines shall meet or exceed current SFUSD standards as outlined in the District’s predecessor policy and the current meals contract (IFB No. MS-2012), and the standards outlined in applicable federal, state, and local policies, including but not limited to 42 USC 1758 and 1766; 42 USC 1773 and 1779; and the USDA’s recently published Smart Snacks nutrition standards required by the Healthy, Hunger-Free Kids Act of 2010 (HHFKA), with the objectives of promoting student health and reducing childhood obesity.

b) The District’s nutrition guidelines are included in its current meals contract (IFB No. MS-2012), including the requirement that all school meals will be freshly prepared and not frozen.

c) The District’s nutrition guidelines shall keep current with nutritional science and will be updated as new information becomes available. The Superintendent, or his designee, shall convene a group of nutrition experts (e.g., registered dietitian nutritionists/medical professionals) to advise the Director of Student Nutrition Services throughout the school year and to complete an annual review of the District’s nutrition guidelines. Findings from the annual review of the District’s nutrition guidelines shall be shared with the Board of Education and the Food and Fitness Advisory Committee.

d) The District’s nutrition guidelines shall apply to all foods and beverages sold or served to students, staff and families on every PreK–12 campus and administrative building, including but not limited to: snacks; rewards; celebrations; school meals; à la carte service in the cafeteria; vending machines; donated food; school stores; snack bars/concession stands; fundraisers on school grounds; classroom-based activities; staff and parent meetings; and after school programs.

e) District funds can only be used to purchase foods and beverages that meet the District’s nutrition guidelines.

f) The District’s nutrition guidelines shall not impact culinary education programs’ curriculum in schools. However, to the extent that such programs are selling or serving food to students on campus during the school day the food must comply with the District’s nutrition guidelines.

g) To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day. Students shall be provided access to free, potable water during meal times in the food service area in accordance with Education Code 38086 and 42 USC 1758. In addition, students will be allowed to bring and carry water bottles filled with only water with them throughout the day.

h) SNS will explore ways to phase out chocolate milk and will share findings from its exploration with the Board of Education within a year after the Policy is approved.

i) Sweetened Beverages (i.e., any beverage that contains added caloric sweeteners, including sodas, energy drinks, sweetened iced teas, sports drinks, flavored water, sweetened juices, juice nectars, and fruit punches) will not be sold or served to SFUSD students, staff or families at any time on any district property.
j) All vending machines on District property, including schools and central offices, shall adhere to the District’s nutrition guidelines. Adult vending machines may contain unsweetened coffee or tea beverages.

k) Within a month after the Board of Education approves the Policy, SNS will develop and make publically available a detailed description of the District’s specific nutrition guidelines for all foods and beverages. This detailed description will be designed to provide students, teachers, administrators, families, community partners, and vendors with a comprehensive understanding of the District’s nutrition guidelines for all foods and beverages sold or served to students, staff and families on every PreK-12 campus and administrative building.

3) Nutrition Promotion

a) Schools will promote healthy food and beverage choices for all students throughout the school campus. Participation in federal child nutrition programs will be promoted among students and families to help ensure that families know what meal programs are available at their school.

b) SNS and EED will embrace tools and strategies to create environments and food service venues that encourage students to make healthy nutrition choices; improve student participation in school meals; encourage the consumption of more whole grains, fruits, vegetables, and legumes; and decrease plate waste.

c) SNS and EED will post the following information on the web: a description of the Federal Child Nutrition programs in which the District participates as well as any unique school meal activities that are provided; a description of the District’s nutrition guidelines for school meals and all other foods available to students during the school day; the current menus; guidelines regarding food allergies; administrative regulations regarding competitive foods and beverages; and policies regarding the availability and locations of free drinking water throughout the school day, including during the meal service.

d) SNS will involve the Student Advisory Council in the selection of new food choices in the school meals programs.

e) District staff will not use food or beverages as a reward for students' academic performance, accomplishments, or classroom behavior. The District will provide teachers and other relevant school staff a list of alternative ways to reward children.

4) Nutrition Education

a) Nutrition education shall be provided as part of the comprehensive integrated health education program for all pre-k – 12 students, as delineated in the Board’s Comprehensive Health Education Policy (P6302). Nutrition education shall include but not be limited to information on the benefits of healthy eating for learning, disease prevention, weight management and oral health. The District’s nutrition education program shall be based on the most current research and shall be designed to provide students with the knowledge, attitudes, skills, and experiences needed for healthy eating.
b) Nutrition education curricula will align with California Health Education Standards and as appropriate, be integrated into Common Core, other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, career education programs, and school garden programs.

c) Professional development shall be regularly offered to health education and physical education teachers, coaches, activity supervisors, food services staff, and other staff as appropriate to enhance their health knowledge and skills.

5) Food and Beverage Marketing

a) To reinforce the District’s nutrition education program, marketing and advertising of non-compliant foods and beverages is prohibited on the exterior of vending machines, through posters, menu boards, coolers, trashcans, food service equipment, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free giveaways, or any other means. These prohibitions are further reinforced by the Commercial Free Schools Act which forbids the District from entering into a district-wide exclusive contract with a soda or snack food company. It also prohibits teachers from using curricula that includes unnecessary brand name advertising and requires the Board to approve all long-term corporate sponsorships.

b) The District will encourage the City to provide training and information to unpermitted food vendors operating within 50 feet of all school entrances to encourage them to sell foods and beverages that meet the District’s nutrition guidelines.

6) Competitive Foods and Beverages

a) Schools shall not invite or contract with any entity and/or individual who wishes to sell, donate, or provide any kind of food or drinks to students, even those meeting the District’s nutrition guidelines, if it is in direct competition with SNS’s or EED’s federally funded school meal programs.

b) Any entity and/or individual interested in donating, serving, or selling food and/or beverages to students during the school day must be pre-approved in writing by SNS and must keep their own records as proof of compliance.

c) Class parties or celebrations must adhere to the District’s nutrition guidelines and may only be held after the lunch period. SNS will provide a list of healthy party ideas to families and teachers, including non-food celebration ideas.
### SFUSD BOARD OF EDUCATION POLICY

<table>
<thead>
<tr>
<th>Article 5 - Students</th>
<th>P 5167</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section – Wellness Policy</td>
<td>Date: April 28, 2015</td>
</tr>
</tbody>
</table>

#### d) Any student-run fundraiser occurring on school campuses during the school day that involves food and/or beverages:
- may not interfere with SNS’s or EED’s federally funded school meal programs;
- must meet the District’s nutrition guidelines;
- can only be by an organization consisting solely of pupils at the school; and
- must comply with the California Code of Regulations, including those outlined below.
  i. Conditions for all schools (PreK-12)
     1. The sale must occur after the lunch period has ended.
     2. The food and/or beverages sold cannot be prepared on campus.
     3. The food and/or beverages sold cannot be the same item/s sold by SNS or EED at that school during the same school day.
  ii. Additional conditions for Early Education, K-5, and K-8 Schools
     1. No more than one food or beverage item is permitted per sale.
     2. Each school is allowed a maximum of four sales per year.
  iii. Additional conditions for Middle Schools and High Schools
     1. No more than three categories of foods or beverages may be sold each day (e.g. sandwich, fruit, milk, etc.)
     2. Only one student organization is allowed to sell each school day.
     3. In addition to one student organization sale each school day, any and all students organizations may sell on the same four designated school days per school year.
     School administration may set these four dates.

#### e) On-campus adult-run fundraisers involving food or beverages may only occur after the end of the school day through midnight or on weekends or holidays. Food and beverages must comply with the District’s Nutrition Guidelines, with the following exceptions:
  a. Ten times per year, elementary parents/caregivers and staff may sell food that does not meet the Nutrition Guidelines, with approval of the site administrator. Beverages must meet the Nutrition Guidelines at all times.
  b. Though it is highly recommended that food meet the Nutrition Guidelines, middle and high school parents/caregivers and staff may sell any food, any number of times with approval of the site administrator. Beverages must meet the Nutrition Guidelines at all times.

#### f) It is recommended that all off-campus fundraising be with either non-food items, or items that meet the District’s nutrition guidelines. Principals will decide whether to allow off-campus sales of foods and/or beverages that do not meet the nutrition guidelines, and if so, set and monitor a maximum frequency.

#### g) Within three months after the Board of Education approves the Policy, SNS must develop and disseminate detailed administrative regulations to put the Board’s policies regarding *Competitive Foods and Beverages* into practice.
7) Physical Education

a) Physical education plays an integral role in the education of each student. Therefore, the District shall provide access to a content rich curriculum, high quality instruction, focused assessment of student learning, and supportive learning environments for each student.

b) The District’s physical education programs shall be based on the most current research, shall be consistent with the expectations established in the state’s curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle, which includes building skills for active transportation.

c) The District’s physical education program shall comply with state law, Board Policy and the District’s Physical Education Master Plan.

d) Professional development shall be regularly offered to health education and physical education teachers, coaches, activity supervisors, food services staff, and other staff as appropriate to enhance their health knowledge and skills.

8) Physical Activity

a) All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and will also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

b) Students will be provided adequate time for recess at elementary levels and will be encouraged to engage in physical and kinesthetic activities throughout the day.

c) Schools shall prioritize the use of school fields and black tops for students’ physical activities.

d) District staff shall use restorative approaches to support positive student behaviors and will not withhold recess or other physical activity or physical education as a form of punishment.

e) Extended day programs, out of school time (which includes before and after school programs), and after school programs on District facilities, will offer an array of physical activity opportunities and ensure all students are able to participate.

f) The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to provide as many opportunities as possible for children to get at least 60 minutes of moderate to vigorous physical activity during the course of a day.

g) District staff shall work with relevant City departments and local agencies (e.g., the San Francisco Safe Routes to School Partnership) to assess walking and biking conditions at each school and leverage opportunities to make it easier for students to walk or bike to school.

h) Schools shall participate in and actively promote Walk & Roll to School Day, and Bike and Roll to School Week.
9) **Staff Wellness**

a) The District cares about the well-being of staff members and understands the influence that staff actions have on student health behaviors. All staff are encouraged to promote healthy school environments by being positive role models for healthy behaviors on school property and at school-sponsored meetings and events where students are present, including only eating/drinking items that comply with the District’s nutrition guidelines.

b) The District will promote work-site wellness programs and may provide opportunities for regular physical activity among employees. For example, District staff is encouraged to promote the use of *Let’s Move, Walk to Work Day, Bike to Work Day, Shape Up SF Walking Challenge*, and other health initiatives to promote physical activity and healthy eating.

c) The District will designate a staff wellness coordinator to develop, monitor and evaluate worksite wellness initiatives designed to promote a culture that improves the health, safety, and well-being of employees and family members.
IV. Implementation and Monitoring

Additional resources will be required to effectively implement and monitor this Wellness Policy. Assuming additional resources are available, the first year will be focused on: communicating the Policy to all stakeholders; and working with school communities to develop recommendations for a coordinated approach to implementing and monitoring the policy.

1) Implementation

a) The Superintendent shall ask the Food and Fitness Advisory Committee (FFAC) to continue to support the development and implementation of the Policy, to participate in the periodic review and update of this Policy, and to advise the District on health-related issues, activities, policies, and programs. The FFAC is encouraged to have a membership that includes parents/guardians, students, food service employees, physical education teachers, school health professionals, school administrators, school staff, and members of the public. Staff from SNS, EED, Physical Education, and School Health Programs shall share regular progress reports with the FFAC.

b) The Superintendent will designate one or more central office staff to:
   • support the work of the Food and Fitness Advisory Committee;
   • inform and update the public (including families, students, and others in the community) about the content and implementation of the Policy;
   • collaborate with school administrators and faculty to develop approaches that will inspire and empower school communities to implement the Policy;
   • create a coordinated approach to implementing the Policy; and
   • establish administrative regulations, guidelines, and tools to help ensure relevant departments and every school have the information and tools (e.g., templates for school wellness report cards, action plans, assessment tools, etc.) needed to implement and monitor the Policy.

c) School administrators and staff shall actively participate in ensuring their school is in compliance with the Policy and establishing a school climate that encourages and does not stigmatize healthy eating and physical activity.
   i) Schools shall encourage families to support healthy eating and physical activity.
   ii) Each school is encouraged to establish and/or maintain a School Wellness Committee to help implement and evaluate adherence to the Policy. This will involve: assessing the school’s healthy eating and physical activity policies and practices; writing an action plan for the school year based on the assessment; implementing the plan; and communicating wellness related polies to the school community.
   iii) Each school is encouraged to create a ‘school wellness report card’ that details its progress in various areas.

d) Health and wellness information disseminated by the Superintendent or designee to families through district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications shall emphasize the relationship between student health and academic performance, as appropriate.
e) Each school shall post the District’s policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas (EC 49432).

f) The Superintendent will designate resources to combine this Wellness Policy with other policies related to safety, health, and wellness into a single comprehensive policy that promotes sustainable wellness practices for students and staff.

2) Monitoring

a) The Superintendent shall designate one or more staff to produce an annual progress report that will be made readily available to the public, and that will include:
   • The web site address for the Policy and/or information on how the public can access a copy;
   • A description of each school’s progress implementing the Policy;
   • Any proposed updates or modifications to the Policy;
   • Contact information for the leader(s) of the Policy team; and
   • Information on how individuals and the public can participate.

b) The Superintendent shall designate one or more staff to conduct an assessment of the Policy every three years to determine:
   • Compliance with the Policy;
   • How the Policy compares to model wellness policies; and
   • Progress made in implementing the Policy.

c) Designated staff shall establish indicators that will be used to measure the implementation and effectiveness of the policy. Such indicators might include: student participation rates in all school meal and/or snack programs; the extent to which foods sold on campus outside SNS or EED (e.g., vending machines) comply with nutrition guidelines; results of the state’s physical fitness test at applicable grade levels; number of minutes of PE offered at each grade span; a description of other district wide or school-based wellness activities offered; student health behaviors assessed using student surveys (e.g., the California Healthy Kids Survey, and/or the Youth Risk Behavior Survey); percent of students who walk or bike to and from school.

d) The District will inform and update the public about the content and implementation of the Policy, including progress reports and assessment reports described above.

V. History/Authorization

Adopted: Resolution (First Reading - February 24, 2015)
(Second Reading April 28, 2015)

Please Note: This Policy overrides all terms in Board policies and administrative regulations that are inconsistent with any of its provisions, including but not limited to the following Board Resolutions:
• 211-12A8 Healthy School Nutrition and Physical Exercise Policy for SFUSD;
• 93-10A1 Feeding Every Hungry Child in the SFUSD; and
• 136-25A2 In Support of a Policy Allowing Students to Eat Breakfast During Their First Class of the School Day.
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   Value Three: Valued Workforce
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Creating a transparent ‘farm-to-fork’ food supply
Scoring System
Verification and scoring are central components of the Good Food Purchasing Program. When an institution participates in the program, Center for Good Food Purchasing (CGFP) staff work with the institution to collect and analyze in-depth information about purchasing and food service practices.

The following program components guide the detailed analysis of institutional purchasing practices:

**BASELINE STANDARD IN FIVE VALUE CATEGORIES**
Participating institutions agree to meet a baseline standard in each of the five value categories.

**TIERED, POINTS-BASED SCORING SYSTEM**
The Good Food Purchasing Program is points-based and flexible, so an institution can meet different standard levels in each value category to align with their organizational priorities. The aggregate points result in a star rating of one through five. The star rating is determined as follows: one point is awarded in each category for achievement of the baseline standard (i.e. Level 1). An institution may choose to meet more rigorous standards (i.e. Levels 2 or 3) in any or all categories to earn additional points (i.e. 2 points for Level 2 and 3 points for Level 3 in a single category), and may also earn bonus points in each category. A score is given in each category, and an institution is awarded a star rating based on the aggregate score across the five value categories.

**MIXING LEVELS AND VALUES**
Points may be earned by mixing various standard levels and value categories.

*Example:*
2 points from Level 2 of Nutrition + 1 point from Level 1 of Animal Welfare = 3 points total

The Good Food Purchasing Program provides clear standards and strategic support to empower major institutions to procure local, sustainable, fair and humanely produced foods, while improving access to healthy, high quality food for all communities.
GOOD FOOD PURCHASING
AWARD LEVELS

Each of the five value categories has a baseline standard, which represents an institution has met higher-than-average industry standards in its sourcing efforts. To become a Good Food Provider, the food service institution will at least meet the baseline (equal to 1 point) in each of the five values. Meeting even higher standards results in greater points awarded. The accumulation of points across all values is used to calculate and award a star rating.

ACCUMULATION OF POINTS
Cumulative points may be earned if purchasers comply simultaneously with multiple standards within a particular value category.

2 points from Level 2 Environmental Sustainability + 1 Point from Level 1 Environmental Sustainability = 3 Points

INCREASED COMMITMENT OVER TIME
GFPP institutions are committed to creating positive changes in their local region over time. To maintain the star rating, an institution must increase its overall Good Food Purchases from 15% to 25% for Local Economies, Environmental Sustainability, and Animal Welfare and from 5% to 15% for Valued Workforce.

<table>
<thead>
<tr>
<th>STAR RATING</th>
<th>NUMBER OF POINTS NEEDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>★</td>
<td>5 – 9</td>
</tr>
<tr>
<td>★★</td>
<td>10 – 14</td>
</tr>
<tr>
<td>★★★</td>
<td>15 – 19</td>
</tr>
<tr>
<td>★★★★</td>
<td>20 – 24</td>
</tr>
<tr>
<td>★★★★★</td>
<td>25 +</td>
</tr>
</tbody>
</table>
Institution A serves nutritious meals to low-income children. They would like to make purchases that support local businesses and well-paying jobs, so they have prioritized Local Economies, Valued Workforce, and Nutrition. They are satisfied meeting the baseline standard in Environmental Sustainability and Animal Welfare.

**SCORING EXAMPLE**

<table>
<thead>
<tr>
<th>Local</th>
<th>6pts.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creating opportunities for businesses in our community to thrive is important to us. Over 50% of our food is purchased from producers in Southern California, including very small farmers, minority-owned businesses, and businesses located in LA County.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sustainable</th>
<th>1pt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 15% of our purchases are from producers with high environmental stewardship standards, including pesticide-free and organic practices and minimal use of growth hormones &amp; antibiotics in dairy cattle.</td>
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<table>
<thead>
<tr>
<th>Fair</th>
<th>6pts.</th>
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</thead>
<tbody>
<tr>
<td>Over 10% of our food purchases come from suppliers who pay living wages and respect health &amp; safety regulations, and many have a union contract. This is a high bar by industry standards and something we work actively with our suppliers to improve even further.</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Humane</th>
<th>1pt.</th>
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</thead>
<tbody>
<tr>
<td>15% of our meat, poultry and dairy products are humanely produced, including 65% of our eggs being cage-free and 10% of our meat being antibiotic-free.</td>
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</table>

<table>
<thead>
<tr>
<th>Healthy</th>
<th>3pts.</th>
</tr>
</thead>
<tbody>
<tr>
<td>We purchase whole, seasonal fruits and vegetables and minimize added sugars, sodium, and fats. Our most nutritious offerings are featured in high-visibility areas to make healthy choices easy.</td>
<td></td>
</tr>
</tbody>
</table>

**17pts.**
Implementation Timeline & Key Steps
Values-based procurement begins with understanding current food sources. With this transparency, institutions can make meaningful improvements to their purchasing practices over time.

STEP 1: Conduct Baseline Assessment

Good Food Provider Action Steps

1. NOTIFY VENDORS OF POLICY ADOPTION
   Contracted vendors are notified of the institution’s adoption of the Good Food Purchasing Policy and the expectation that detailed purchasing data will be provided to the institution.

2. COLLECT PURCHASING DATA
   The institution works with food service providers and/or vendors to collect detailed purchasing data.
   Detailed purchasing data include records of each fruit, vegetable, meat/poultry, dairy and grain product purchased by the institution, including:
   - Product name;
   - Volume purchased;
   - The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin;
   - Any known Good Food attributes of a supplier (such as Integrated Pest Management, union contract, etc.)
   - Amount spent by institution for each product, to include:
     (a) Price per volume; and
     (b) For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch; and

   The institution also reports on the total dollar value of purchases by the institution for all food items.

3. SUBMIT ADDITIONAL REQUIRED DOCUMENTATION
   Contractor Code of Conduct
   Food Service Operations Overview
   Nutrition Checklist

CGFP Staff Action Steps

1. COMPLETE DATA ANALYSIS & BASELINE ASSESSMENT
   CGFP staff analyze purchasing data to provide a detailed analysis of the institution’s current progress toward the baseline standards in each value category.
**Good Food Provider Action Steps**

1. **USE BASELINE ASSESSMENT TO DEVELOP ACTION PLAN TO MEET BASELINE STANDARDS IN ALL CATEGORIES**
   The action plan is a tool developed by each institution with CGFP staff guidance, to provide a framework for meeting short and long-term purchasing goals:
   
   (a) Short-term goals may include changes to purchasing practices to meet the baseline standards in each of the value categories (i.e. using new suppliers, moving toward new product lines from existing suppliers, etc.).
   
   (b) Long-term goals establish the framework for increasing Good Food purchases each year.

**CGFP Staff Action Steps**

1. **COORDINATE INDIVIDUAL TECHNICAL ASSISTANCE**
   Arrange consulting opportunities including menu development, sourcing assistance, cafeteria food environment maximization, etc.;
   Generate preferred supplier information by value category;
   Provide advice on bidding guidelines and RFP and contract language to Good Food Providers;
   Develop multi-year implementation plans with Good Food Providers;
   Share branding materials and program marketing assistance.

2. **PROVIDE GROUP TECHNICAL ASSISTANCE**
   Host regular meetings, workshops and/or webinars for Good Food Providers and their vendors to:
   
   (1) share best practices,
   
   (2) build capacity around current values-based procurement initiatives and
   
   (3) receive programmatic updates

**STEP 2: Provide Technical Assistance**

CGFP staff provide technical assistance to Good Food Providers and vendors to encourage key changes in production practices of current supply chain partners and to shift purchases toward source-verified farms that meet GFPP standards.
**STEP 3:**
Verify Sources and Award Star Rating

GFPP establishes supply chain traceability to measure purchasing impacts along the supply chain. GFPP staff regularly verify purchasing sources, conduct a thorough analysis of production practices, and award a star rating, establishing GFPP as a rigorous standard by which to measure procurement performance over time.

**STEP 4:**
Institutionalize GFPP

Institutions are most successful in meeting their Good Food purchasing goals when the Good Food Purchasing Standards and reporting requirements are incorporated into new RFPs and contracts. CGFP staff supplies Good Food Providers with sample RFP and contract language to assist with the process.

<table>
<thead>
<tr>
<th>Good Food Provider Action Steps</th>
<th>CGFP Staff Action Steps</th>
</tr>
</thead>
</table>
| **1. COLLECT UPDATED PURCHASING DATA**
  Detailed purchasing data are collected twice yearly, to assess progress toward the goals identified in the action plan. | **1. COMPLETE DATA ANALYSIS & AWARD SCORE**
  The analysis of the institution’s data is completed and a score is formally awarded. If the participant meets the baseline standard in all five categories at this time, they are considered a Good Food Provider and receive the official program logo and decal to share their accomplishment and the steps they have taken to improve their sourcing practices in marketing materials and food service settings. |
| **1. SHAR E CONTRACT AND RFP TIMELINES WITH CGFP STAFF** | **1. PROVIDE SAMPLE RFP AND CONTRACT LANGUAGE TO GOOD FOOD PROVIDER** |
| **2. INCORPORATE GOOD FOOD PURCHASING STANDARDS AND REPORTING REQUIREMENTS INTO NEW RFPS AND CONTRACTS** | **2. PARTICIPATE AS TECHNICAL ADVISORS IN RFP AND BID SELECTION PROCESSES, UPON REQUEST** |
The Good Food Purchasing Program publicly acknowledges outstanding Good Food Providers each year. As a part of the GFPP commitment made through the policy process, annual progress reports are provided to relevant public officials.

CGFP staff meet with each Good Food Provider for an annual check-in on the action plan in preparation for these public recognition opportunities.

Good Food Provider & CGFP Staff Action Steps

1. ANNUAL CHECK-IN/YEAR END REVIEW
2. OUTSTANDING PARTICIPANTS PUBLICLY RECOGNIZED
Good Food Purchasing Policy
We recognize that the adoption of the Good Food Purchasing Program has the power to reform the food system, create opportunities for smaller farmers to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods. We will leverage our purchasing power to support the following values:

**Local Economies:** support small and mid-sized agricultural and food processing operations within the local area or region.

**Environmental Sustainability:** source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.

**Valued Workforce:** provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption.

**Animal Welfare:** provide healthy and humane care for livestock.

**Nutrition:** promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives.

**WE COMMIT TO TAKING THE FOLLOWING STEPS IN SUPPORT OF GOOD FOOD:**

1. Meet identified multi-year benchmarks at the baseline standard or higher for each of the five value categories—local economies, environmental sustainability, valued workforce, animal welfare, and nutrition, as specified in the Good Food Purchasing Standards and annually increase the procurement of Good Food.

2. Establish supply chain accountability and a traceability system with
suppliers to verify sourcing commitments.

(3)
Incorporate the Good Food Purchasing Standards and reporting requirements into all new RFPs and contracts.

REPORTING REQUIREMENTS

(1)
Submit a Food Service Operations Overview form detailing the total annual dollar amount of food purchases by food category (including beverages), within one month of adopting the Good Food Purchasing Policy.

(2)
Submit Baseline Nutrition Assessment within one month of adopting the Good Food Purchasing Policy.

(3)
Submit signed Contractor Code of Conduct within one month of adopting the Good Food Purchasing Policy, verifying that vendors and all subcontractors and suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core International Labour Organization (ILO) standards. Verify that vendors and all subcontractors and suppliers inform their employees in the language(s) appropriate to the employees about their employment rights under this policy.

The ILO standards include:
1. Freedom of association and the right to collective bargaining.
2. Elimination of all forms of forced or compulsory labor.
3. Abolition of child labor.
4. Elimination of discrimination with respect to employment or occupation.

(4)
Submit quarterly records of each fruit, vegetable, meat/poultry, dairy and grain products purchased, to include:

Product name; and
Volume purchased; and
The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s)
of origin; and
If/how a Good Food supplier fulfills and verifies identified Good Food goals, including local, environmentally sustainable, fair, animal welfare and healthy; and
Amount spent by institution for each product, to include:
  a. Price per volume; and
  b. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch; and
Total dollar value spent for all food items.

(5) Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Purchasing Standards within the first year of adopting the Good Food Purchasing Policy.

(6) Report annually on implementation progress of the Good Food Purchasing Standards.
Good Food Purchasing Standards for Food Service Institutions
GOOD FOOD PURCHASING PRINCIPLES

LOCAL ECONOMIES (LOCAL FOOD)

Use local, seasonally available ingredients from community supported, small and medium sized farms and food processing facilities, to maintain local economies, create jobs, prevent sprawl, preserve farmlands, provide fresher food, and minimize transport and storage. If local ingredients are not available, use regional or at a minimum, domestic, ingredients.

ENVIRONMENTAL SUSTAINABILITY (ENVIRONMENTALLY SUSTAINABLE FOOD)

Source food from farming systems that minimize harm to the environment, such as certified organic farms, farms offering high bio-diversity of crop yield, farms actively reducing risk created through pesticide use, and soil enrichment and water conservation programs.

Avoid food products with supplemental growth hormones and non-therapeutic antibiotics and Genetic Modification (GMO) of crops, livestock, and livestock feed.

Minimize foods of animal origin (meat, dairy products, and eggs), as livestock farming is one of the most significant contributors to climate change.

Exclude fish species identified as most ‘at risk’ by the Marine Conservation Society and Monterey Bay Aquarium’s Seafood Watch and give preference to fish derived from sustainable sources.

Purchase lower-grade (less than retail quality) produce for use in prepared dishes to allow more complete use of farm produce, to reduce waste, and to reduce costs.

Minimize bottled water sales and instead serve plain or filtered tap water in reusable jugs or bottles, to minimize transport and packaging waste.

VALUED WORKFORCE (FAIR FOOD)

Choose food products that ensure safe and healthy working conditions, fair compensation, and a voice at work for all food chain workers and producers from production to consumption.

Choose food and drink products that ensure a fair deal for producers and workers in developing nations and economies.
**ANIMAL WELFARE**

(HUMANE FOOD)

If animal products are a featured menu item, ensure that meat, dairy products, and eggs are produced using high verifiable animal welfare standards which consumers would consider to be significantly higher than standard industry practices.

**NUTRITION**

(HEALTHY FOOD)

Promote health and well-being by offering generous portions of vegetables, fruit, and whole grains while reducing salt, added sugars, fats, oils, and red meat consumption, and eliminating artificial additives.

Improving equity, affordability, accessibility, and consumption of high quality culturally relevant Good Food in all communities is central to our focus on advancing Good Food purchasing practices.
### Local Economies

<table>
<thead>
<tr>
<th>LEVEL 1 - BASELINE</th>
<th>LEVEL 2</th>
<th>LEVEL 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local within 200 miles AND large scale operations (&gt;500 acre farms); or</td>
<td>Local within 200 miles AND medium scale operations; or</td>
<td>Local within 200 miles AND small scale operations</td>
</tr>
<tr>
<td>Outside of the local 200 mile range but within state AND medium scale operations (180-499 acre farms); or</td>
<td>Outside of the local 200 mile range but within state AND small scale operations</td>
<td></td>
</tr>
<tr>
<td>Outside of state AND small scale operations (&lt;180 acres)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Local Economies category.

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1 The geographic radius of local is flexible, depending on regional variation in food production patterns.
2 Farm size is based upon the classification of farms by acreage in the 2012 USDA Agricultural Census
<table>
<thead>
<tr>
<th>Level</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 - Baseline</td>
<td>15% annual average</td>
<td>25% annual average</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>of total cost of food purchases, comes from Level 1 Local food sources.</td>
<td>of total cost of food purchases will come from Level 1 local food sources.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>If vendor and/or suppliers do not have current capacity to meet local food purchasing baseline standards, the institution may submit a plan to achieve compliance with at least the baseline by the end of year 1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 2</td>
<td>15% annual average</td>
<td>25% annual average</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>of total cost of food purchases come from Level 2 Local food sources.</td>
<td>of total cost of food purchases will come from Level 2 local food sources.</td>
<td></td>
</tr>
<tr>
<td>Level 3</td>
<td>15% annual average</td>
<td>25% annual average</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>of total cost of food purchases come from Level 3 Local food sources.</td>
<td>of total cost of food purchases will come from Level 3 local food sources.</td>
<td></td>
</tr>
<tr>
<td><strong>LEVEL 1 - BASELINE</strong></td>
<td><strong>LEVEL 2</strong></td>
<td><strong>LEVEL 3</strong></td>
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<tr>
<td><strong>FRUITS &amp; VEGETABLES</strong></td>
<td><strong>FRUITS &amp; VEGETABLES</strong></td>
<td><strong>FRUITS &amp; VEGETABLES</strong></td>
<td></td>
</tr>
<tr>
<td>Organic practices, including pesticide-free, hydroponic, IPM, organic practices with no certification, or PRiME score has no high risk components for Integrated Pest Management Practices</td>
<td>PRiME score indicates low-risk for Integrated Pest Management Practices; or Protected Harvest certified; or Non-GMO Project Verified; or Food Alliance Certified;</td>
<td>USDA Organic; or Biodynamic</td>
<td></td>
</tr>
<tr>
<td><strong>MILK &amp; DAIRY</strong></td>
<td><strong>MILK &amp; DAIRY</strong></td>
<td><strong>MILK &amp; DAIRY</strong></td>
<td></td>
</tr>
<tr>
<td>No antibiotics; and rBGH/rBST free</td>
<td>Non-GMO Project Verified; or Animal Welfare Approved</td>
<td>Food Alliance Certified; or USDA Organic</td>
<td></td>
</tr>
<tr>
<td><strong>MEAT &amp; POULTRY</strong></td>
<td><strong>MEAT &amp; POULTRY</strong></td>
<td><strong>MEAT &amp; POULTRY</strong></td>
<td></td>
</tr>
<tr>
<td>Cage-free eggs; or Pasture raised; or USDA Grassfed; or No antibiotics; or Certified Responsible Antibiotic Use</td>
<td>AGA Grassfed; or Non-GMO Project Verified; or Animal Welfare Approved</td>
<td>Food Alliance Certified; or USDA Organic</td>
<td></td>
</tr>
<tr>
<td><strong>SEAFOOD</strong></td>
<td><strong>SEAFOOD</strong></td>
<td><strong>SEAFOOD</strong></td>
<td></td>
</tr>
<tr>
<td>No seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s Seafood Watch Guide</td>
<td>Fish listed as “Good” and “Best” choices in Monterey Bay Aquarium’s Seafood Watch Guide</td>
<td>Marine Stewardship Council certified; or 100% of fish listed as “Best Choice” in Monterey Bay Aquarium’s Seafood Watch Guide</td>
<td></td>
</tr>
<tr>
<td><strong>GRAINS</strong></td>
<td><strong>GRAINS</strong></td>
<td><strong>GRAINS</strong></td>
<td></td>
</tr>
<tr>
<td>Pesticide-free</td>
<td>Food Alliance Certified; or Non-GMO Project Verified</td>
<td>USDA Organic</td>
<td></td>
</tr>
</tbody>
</table>

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

*No antibiotics* refers to sub-therapeutic use in food production. It does not refer to residues on the meat itself.
### Level 1 - Baseline

<table>
<thead>
<tr>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>15% annual average</strong> of total cost of food purchases comes from Level 1 Environmentally Sustainable sources.</td>
<td><strong>25% annual average</strong> of total cost of food purchases will come from Level 1 environmentally sustainable sources.</td>
<td><strong>1</strong></td>
</tr>
<tr>
<td>No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td>No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td></td>
</tr>
<tr>
<td>– OR –</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If vendor and suppliers do not have current capacity to meet environmentally sustainable purchasing baseline standard, the institution may submit a plan to achieve compliance with at least the baseline by the end of year 1.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Level 2

<table>
<thead>
<tr>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>15% annual average</strong> of total cost of food purchases come from Level 2 environmentally sustainable food sources.</td>
<td><strong>25% annual average</strong> of total cost of food purchases come from Level 2 environmentally sustainable sources.</td>
<td><strong>2</strong></td>
</tr>
<tr>
<td>No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td>No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td></td>
</tr>
</tbody>
</table>

### Level 3

<table>
<thead>
<tr>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>15% annual average</strong> of total cost of food purchases come from Level 3 environmentally sustainable food sources.</td>
<td><strong>25% annual average</strong> of total cost of food purchases come from Level 3 environmentally sustainable sources.</td>
<td><strong>3</strong></td>
</tr>
<tr>
<td>No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td>No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td></td>
</tr>
</tbody>
</table>
Distributor has policy to respect the freedom of association of farmers, ranchers, and fisherfolk; and Vendor signs in writing that vendor and all suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):

1. Freedom of association and the right to collective bargaining.
2. Elimination of all forms of forced or compulsory labor.
3. Abolition of child labor.
4. Elimination of discrimination with respect to employment or occupation; and

If vendors and suppliers are found to have health and safety and/or wage and hour violations within the past 5 years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations.

<table>
<thead>
<tr>
<th>LEVEL 1 - BASELINE</th>
</tr>
</thead>
</table>
| Distributor has policy to respect the freedom of association of farmers, ranchers, and fisherfolk; and Vendor signs in writing that vendor and all suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):

1. Freedom of association and the right to collective bargaining.
2. Elimination of all forms of forced or compulsory labor.
3. Abolition of child labor.
4. Elimination of discrimination with respect to employment or occupation; and

If vendors and suppliers are found to have health and safety and/or wage and hour violations within the past 5 years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations. |

<table>
<thead>
<tr>
<th>LEVEL 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meets the Level 1 baseline requirements; and Vendor and Supplier Have a social responsibility policy, which includes: (1) union or non-poverty wages; (2) respect for freedom of association and collective bargaining; (3) safe and healthy working conditions; and (4) prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as: (5) health care benefits (6) paid sick days; 7) profit-sharing with all employees; or Are Fair Trade Certified; or Has Fair for Life certification</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEVEL 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meets the Level 1 baseline requirements; and Vendor and Supplier* Have a union contract with their employees; or Are a Worker-Owned Cooperative; or Have signed the CIW Fair Food Supplier Code of Conduct; or Are Food Justice-Certified by the Agricultural Justice Project; or Are certified by the Equitable Food Initiative</td>
</tr>
</tbody>
</table>

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Valued Workforce Category.

*Greater credit is given for full supply chain participation at Level 3. Points are weighted as follows:

- 100% credit if source farm, AND processor or shipper, AND distributor meet Level 3 criteria.
- 66% credit if two of three companies meet Level 3 criteria.
- 33% credit if one of three companies meet Level 3 criteria.
Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.

– AND –

If VENDORS AND suppliers are found to have health & safety and/or wage & hour violations within the past 5 years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations.

– OR –

If vendor and/or suppliers do not have current capacity to meet fair food purchasing baseline standard, the institution may submit a plan to achieve full compliance at least at the baseline level by end of Year 1.

Level 1 - Baseline

Institution complies with baseline Level 1 fair criteria AND

5% annual average

of total cost of food purchases come from Level 2 fair food sources.

Target: Year 1

Target: Year 5

Points Awarded

1

Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.

– AND –

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past 5 years, that supplier about steps taken to mitigate past violations and prevent future violations.

Institution complies with baseline Level 1 fair criteria AND

5% annual average

of total cost of food purchases come from Level 3 fair food sources.

Institution complies with baseline Level 1 fair criteria AND

15% annual average

of total cost of food purchases come from Level 2 fair sources.

Institution complies with baseline Level 1 fair criteria AND

15% annual average

of total cost of food purchases come from Level 3 fair sources.

Level 2

Level 3
# VALUE FOUR: Animal Welfare

## LEVEL 1 - BASELINE

**MILK & DAIRY**
Produced from Pastured Cows; or
USDA Organic; or
No antibiotics

**MEAT & POULTRY**
Step 1 of Global Animal Partnership
5-Step Animal Welfare Rating standards; or
USDA Organic; or
Cage-free eggs; or
Pastured; or
No antibiotics; or
Certified Responsible Antibiotic Use

## LEVEL 2

**MILK & DAIRY**
American Humane Certified

**MEAT & POULTRY**
Step 2 of Global Animal Partnership
5-Step Animal Welfare Rating standards; or
American Humane Certified

## LEVEL 3

**MILK & DAIRY**
Animal Welfare Approved; or
Humane Farm Animal Care/Certified Humane Raised and Handled®

**MEAT & POULTRY**
Step 3 or higher of Global Animal Partnership 5-Step Animal Welfare Rating Standards; or
Animal Welfare Approved; or
Humane Farm Animal Care/Certified Humane Raised and Handled®

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Animal Welfare Category.

---

1 "No antibiotics" refers to sub-therapeutic use in food production. It does not refer to residues on the meat itself. At this time, the antibiotics standard is a proxy for better welfare for livestock than those raised with antibiotics; closed-confinement systems cannot safely raise animals without antibiotics.
<table>
<thead>
<tr>
<th>Level 1 - Baseline</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>15% annual average</td>
<td>of total cost of milk and dairy products and animal protein product purchases come from Level 1 Humane food sources</td>
<td>25% annual average</td>
<td>1</td>
</tr>
<tr>
<td>100%</td>
<td>of all eggs are cage-free.</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>– OR –</td>
<td>If vendor and/or suppliers do not have current capacity to meet animal welfare purchasing baseline standard, the with institution may submit a plan to achieve full compliance at least at baseline level by end of year one.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 2</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>15% annual average</td>
<td>of total cost of milk and dairy products and animal protein products come from Level 2 Humane food sources.</td>
<td>25% annual average</td>
<td>2</td>
</tr>
<tr>
<td>100%</td>
<td>of all eggs are cage-free.</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 3</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>15% annual average</td>
<td>of total cost of milk and dairy products and animal protein products come from Level 3 Humane food sources.</td>
<td>25% annual average</td>
<td>3</td>
</tr>
<tr>
<td>100%</td>
<td>of all eggs are cage-free.</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>YEAR 1 TARGET</td>
<td>YES/NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------------------------------</td>
<td>---------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fruits, vegetables, and whole grains account for at least 25% of total food purchases.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To the greatest extent possible, purchase unprocessed whole fresh fruits. When whole and unprocessed fruit cannot be purchased, due to cost or availability, purchase unsweetened frozen fruit. If frozen products are unavailable, fruit should be canned in water or its own juice with no sugars added.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To the greatest extent possible, purchase unprocessed whole vegetables. When whole and unprocessed vegetables cannot be purchased, due to cost or availability, purchase frozen vegetables without added sodium and fat. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions) or have “no salt added.”</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At least 50% of entrees and sides, when applicable, shall be made with whole grains.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offer plant-based main dishes at each meal service.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If meat is offered, prioritize the purchase of “extra lean” (total fat ≤ 5%) and “lean” (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If meat is offered, minimize the purchase of processed meats.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If dairy products are offered, purchase Fat-Free, Low-Fat or reduced fat dairy products, with no added sweeteners. If milk is offered, also offer soy, rice, or other non-dairy milk alternatives without added sweeteners.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At least 50% of available beverage choices contain ≤ 25 calories per 8 ounces.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offer free drinking water (preferably cold tap water in at least 12 ounce cup sizes).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All pre-packaged food has zero grams trans fat per serving (as labeled).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eliminate the use of deep frying.</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
**YEAR 1 TARGET**

Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming).

Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat-Free or Low-Fat milk products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable).

Fruit and/or non-fried vegetables are prominently featured in high-visibility locations.

Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage.

Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable).

If applicable, combination meals that serve an entrée plus a side option and a beverage shall offer bottled water as a beverage alternative and offer fresh fruit or a non-starchy vegetable prepared without fat or oil as a side option.

Highlight locally-grown fruits or vegetables or locally-sourced proteins with signage.

Highlight plant based meals by placing them at the front of the cafeteria line or other convenient, high-visibility locations.

**LEVEL 1 HEALTHY (BASELINE)**
MEETS 13 -15 OUT OF 25 (OR BETWEEN 51-64% OF ALL APPLICABLE ITEMS)

**LEVEL 2 HEALTHY**
MEETS 16 - 20 OUT OF 25 (OR BETWEEN 65%-80% OF ALL APPLICABLE ITEMS)

**LEVEL 3 HEALTHY**
MEETS 21 - 25 OUT OF 25 (OR BETWEEN 81-100% OF ALL APPLICABLE ITEMS)

To be recognized as a Good Food provides an institution meets at least the baseline standard in the Nutrition category.
**Bonus Points**

In addition to base points earned in each category, bonus points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOCAL ECONOMIES</strong></td>
<td>Food is purchased from microenterprise farm of less than 100 acres and located within 200 miles.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Food is grown/raised AND processed in the same county as institution.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Food is purchased directly from farmer-owned businesses.</td>
<td>1</td>
</tr>
<tr>
<td><strong>ENVIRONMENTAL SUSTAINABILITY</strong></td>
<td>Institution participates in “Meatless Mondays” campaign.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>100% of disposable flatware, dishes, cups, napkins and other service items are compostable.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>No bottled water is sold or served, but plain or filtered tap water in reusable jugs, bottles or dispensers is available.</td>
<td>1</td>
</tr>
<tr>
<td><strong>Food Resource Recovery</strong></td>
<td>Institution employs at least two of the following:</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>• Purchase lower-grade (less than retail quality) produce for use in prepared dishes to allow more complete use of farm produce, to reduce waste and to reduce costs.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Donate surplus food from facilities and events to local charities accepting food donations.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Compost or redistribute for reuse all organics including food and yard discards, soiled paper products, and compostable food containers.</td>
<td></td>
</tr>
<tr>
<td><strong>VALUED WORKFORCE</strong></td>
<td>Institution establishes a reporting system for workers to report violations with a protection for workers from retaliation.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Institution has adopted a “living wage” policy to ensure direct employees are paid non-poverty wages.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Institution’s food service contractor meets Level 3 Valued Workforce criteria.</td>
<td>1</td>
</tr>
</tbody>
</table>
## ANIMAL WELFARE

| Institution encourages plant-based diets by offering 100% vegetarian and/or vegan options. | 1 |
| Institution reduces overall meat purchases by 25% each year. | 1 |

## NUTRITION

| Institution’s menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide. | 1 |
| Institution adopts one or more portion control strategy, if applicable. | 1 |

### Examples of qualifying strategies:
- Utilize 10” or smaller plates for all meals
- Make available reduced-size portions of at least 25% of menu items offered
- Offer reduced-size portions at a lower price than regular-sized portions.¹⁷

| Institution adopts a healthy vending machine policy for machines at all locations, using the County of Los Angeles’s Vending Machine Nutrition Policy or a higher standard.¹⁸ | 1 |
| Institution develops and implements a worksite wellness program for employees and/or patrons that includes nutrition education | 1 |
### Value Chain

**Equity & Innovation**

Institution develops and implements long-term plan to encourage and invest in value-chain innovation among its suppliers.

**Examples of qualifying initiatives:**
- Help develop new distribution infrastructure to facilitate working with very small growers or food businesses.
- Guarantee a certain volume of purchases to small growers prior to each planting cycle.
- Work with suppliers to include alternate ingredients in processed food items that support the Good Food value categories.
- Finance suppliers’ certification processes to help them participate in Level 3 certification initiatives.

Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or promote quality employment or business ownership opportunities for minority or disadvantaged communities.

**Examples of qualifying initiatives:**
- Purchase food from Socially Disadvantaged, Beginning, Limited Resource, Veteran, Women, Minority, or Disabled Farmers/Ranchers.
- Support at least one neighborhood-based community food project that expands access to healthy food for low-income residents such as a procurement agreement with a corner store that carries healthy food in a low-income census tract, a low-cost Community Supported Agriculture program dedicated to serving low-income families, or a farmer’s market located in a low-income census tract that accepts EBT.
- Establish a contract, MOU or other formal partnership to purchase food from a community-serving business/organization with a stated mission that includes providing jobs to people with barriers to employment such as those transitioning from homelessness, incarceration, substance abuse or foster care.
- For new facilities development, create a Community Benefits Agreement that considers the workforce, community development and environmental impact of the development.
- Establish a formal hiring policy, which prioritizes hiring local residents who experience barriers to employment.
- Establish a contract, MOU or other formal partnership to purchase food from a worker-owned cooperative that has a stated mission to serve or is majority-owned by disadvantaged populations.
- Support workforce development in the food industry for disadvantaged or vulnerable populations through scholarships for employees who participate in career pathway training programs or hire new employees directly from a workforce training program.

1–3 points, depending on rigor of plan and steps taken.
All nutrition goals listed above may not apply to all types of food service institutions. Food service institutions must ensure the above nutrition goals comply with local, state and federal law that may govern individual food service programs such as youth detention facilities, school meal programs and other meals served to dependent community members. Each food service institution will be eligible for points based on the total potential applicable points for that type of food service venue. GFPP will work with each institution individually to evaluate which nutrition checklist items are applicable. These nutrition goals were developed from reputable sources including the United States Department of Agriculture, the Food and Drug Administration, as well as other leading health organizations. The above nutrition goals will be reviewed and revised periodically to ensure they meet current dietary recommendations and take into consideration program implementation.

- Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC).
- Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice. 3 grams or more of fiber/serving
- Recommend plant-based dishes to include fruits, vegetable, beans, and legumes.
- RACC is 100g for meat, per RACC “lean” requires 10g fat or less, 4.5g saturated fat or less, 95mg of cholesterol or less. Per RACC, “extra lean” requires 5g fat or less, 2g saturated fat or less, 95mg cholesterol or less.
- Processed meats include any meat preserved by curing, salting, smoking, or have other chemical preservation additives. If processed meats are offered, recommend using only products with no more than 480mg of sodium per 2 oz.
- Fat-Free is 0.5g or less per RACC; Low-Fat is 3 g or less per RACC (and per 50g if RACC is small). Reduced fat is 25% less fat per RACC when compared to the original food. Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small).
- Low Sodium is 140 mg or less per RACC.
- Low Fat is 3 g or less per RACC (and per 50g if RACC is small). Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small).
- RACC is 40 calories or less per RACC (and per 50g if RACC is small). Reduced-sized portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.
- Hydrogenated and partially hydrogenated oils should not be included in the product ingredient list.

Attachment "6" PART B Commitment Level Scoring Criteria

Using the GFFP Standards Brochure as a Guide (ATTACHMENT “6” PART A), indicate by circling on the next page the Level of Commitment you agree to meet and comply with for the duration of services in the five “Value” categories. Points will be awarded based on the Level of Commitment, if any, your Firm can make with its Proposal. No points will be deducted should a vendor be unable make a commitment in any Value category, but efforts to make some level of commitment are strongly encouraged.

FOR EACH VALUE:
1. Local Economies
2. Environmental Sustainability
3. Valued Workforce
4. Animal Welfare
5. Nutrition

THE FOLLOWING POINTS WILL BE AWARDED

(Points will be totaled for each of the five values and multiplied by .5 for the total score in this section)

<table>
<thead>
<tr>
<th>Year 1 COMMITMENT</th>
<th>Points</th>
<th>Year 3 COMMITMENT</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseline</td>
<td>Up to 50</td>
<td>Baseline</td>
<td>0</td>
</tr>
<tr>
<td>LEVEL 2</td>
<td>Up to 150</td>
<td>LEVEL 2</td>
<td>Up to 150</td>
</tr>
<tr>
<td>LEVEL 3</td>
<td>Up to 250</td>
<td>LEVEL 3</td>
<td>Up to 250</td>
</tr>
</tbody>
</table>

(Weighted Score____x50%) TOTAL POSSIBLE POINTS 250

TRACEABILITY = 50 POINTS

ATTACH A SAMPLE TRACEABILITY REPORT you agree to utilize during the term of services to SFUSD. The traceability report should include the following information for each food group: FRUIT/ VEGETABLE, MEAT/Poultry, DAIRY, SEAFOOD and GRAINS

• Product name;
• Volume purchased;
• The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; a
• Amount spent for each product, to include:
  o Price per volume;
  o For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.
### Local Economies

<table>
<thead>
<tr>
<th>Year 1 COMMITMENT</th>
<th>Points</th>
<th>Year 3 COMMITMENT</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseline</td>
<td>10</td>
<td>Baseline</td>
<td>0</td>
</tr>
<tr>
<td>LEVEL 2</td>
<td>30</td>
<td>LEVEL 2</td>
<td>30</td>
</tr>
<tr>
<td>LEVEL 3</td>
<td>50</td>
<td>LEVEL 3</td>
<td>50</td>
</tr>
</tbody>
</table>

### Environmental Sustainability

<table>
<thead>
<tr>
<th>Year 1 COMMITMENT</th>
<th>Points</th>
<th>Year 3 COMMITMENT</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseline</td>
<td>10</td>
<td>Baseline</td>
<td>0</td>
</tr>
<tr>
<td>LEVEL 2</td>
<td>30</td>
<td>LEVEL 2</td>
<td>30</td>
</tr>
<tr>
<td>LEVEL 3</td>
<td>50</td>
<td>LEVEL 3</td>
<td>50</td>
</tr>
</tbody>
</table>

### Valued Workforce

<table>
<thead>
<tr>
<th>Year 1 COMMITMENT</th>
<th>Points</th>
<th>Year 3 COMMITMENT</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseline</td>
<td>10</td>
<td>Baseline</td>
<td>0</td>
</tr>
<tr>
<td>LEVEL 2</td>
<td>30</td>
<td>LEVEL 2</td>
<td>30</td>
</tr>
<tr>
<td>LEVEL 3</td>
<td>50</td>
<td>LEVEL 3</td>
<td>50</td>
</tr>
</tbody>
</table>

### Animal Welfare

<table>
<thead>
<tr>
<th>Year 1 COMMITMENT</th>
<th>Points</th>
<th>Year 3 COMMITMENT</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseline</td>
<td>10</td>
<td>Baseline</td>
<td>0</td>
</tr>
<tr>
<td>LEVEL 2</td>
<td>30</td>
<td>LEVEL 2</td>
<td>30</td>
</tr>
<tr>
<td>LEVEL 3</td>
<td>50</td>
<td>LEVEL 3</td>
<td>50</td>
</tr>
</tbody>
</table>

### Nutrition

<table>
<thead>
<tr>
<th>Year 1 COMMITMENT</th>
<th>Points</th>
<th>Year 3 COMMITMENT</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseline</td>
<td>10</td>
<td>Baseline</td>
<td>0</td>
</tr>
<tr>
<td>LEVEL 2</td>
<td>20</td>
<td>LEVEL 2</td>
<td>10</td>
</tr>
<tr>
<td>LEVEL 3</td>
<td>30</td>
<td>LEVEL 3</td>
<td>20</td>
</tr>
</tbody>
</table>
Attachment "6 " PART B
Commitment Level Scoring Criteria

Good Food Purchasing Standards for Food Service Institutions
GOOD FOOD PURCHASING PRINCIPLES

LOCAL ECONOMIES (LOCAL FOOD)

Use local, seasonally available ingredients from community supported, small and medium sized farms and food processing facilities, to maintain local economies, create jobs, prevent sprawl, preserve farmlands, provide fresher food, and minimize transport and storage. If local ingredients are not available, use regional or at a minimum, domestic, ingredients.

ENVIRONMENTAL SUSTAINABILITY (ENVIRONMENTALLY SUSTAINABLE FOOD)

Source food from farming systems that minimize harm to the environment; such as certified organic farms, farms offering high bio-diversity of crop yield, farms actively reducing risk created through pesticide use, and soil enrichment and water conservation programs.

Avoid food products with supplemental growth hormones and non-therapeutic antibiotics and Genetic Modification (GMO) of crops, livestock, and livestock feed.

Minimize foods of animal origin (meat, dairy products, and eggs), as livestock farming is one of the most significant contributors to climate change.

Exclude fish species identified as most ‘at risk’ by the Marine Conservation Society and Monterey Bay Aquarium’s Seafood Watch and give preference to fish derived from sustainable sources.

Purchase lower-grade (less than retail quality) produce for use in prepared dishes to allow more complete use of farm produce, to reduce waste, and to reduce costs.

Minimize bottled water sales and instead serve plain or filtered tap water in reusable jugs or bottles, to minimize transport and packaging waste.

VALUED WORKFORCE (FAIR FOOD)

Choose food products that ensure safe and healthy working conditions, fair compensation, and a voice at work for all food chain workers and producers from production to consumption.

Choose food and drink products that ensure a fair deal for producers and workers in developing nations and economies.
If animal products are a featured menu item, ensure that meat, dairy products, and eggs are produced using high verifiable animal welfare standards which consumers would consider to be significantly higher than standard industry practices.

Promote health and well-being by offering generous portions of vegetables, fruit, and whole grains while reducing salt, added sugars, fats, oils, and red meat consumption, and eliminating artificial additives.

Improving equity, affordability, accessibility, and consumption of high quality culturally relevant Good Food in all communities is central to our focus on advancing Good Food purchasing practices.
### Value One: Local Economies

**Level 1 - Baseline**
- Local within 200 miles AND large scale operations (>500 acre farms); or
- Outside of the local 200 mile range but within state AND medium scale operations (180-499 acre farms); or
- Outside of state AND small scale operations (<180 acres)

**Level 2**
- Local within 200 miles AND medium scale operations; or
- Outside of the local 200 mile range but within state AND small scale operations

**Level 3**
- Local within 200 miles AND small scale operations

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Local Economies category.

---

1. The geographic radius of local is flexible, depending on regional variation in food production patterns.
2. Farm size is based upon the classification of farms by acreage in the 2012 USDA Agricultural Census.
<table>
<thead>
<tr>
<th></th>
<th><strong>TARGET: YEAR 1</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 - Baseline</td>
<td><strong>15% annual average</strong> of total cost of food purchases, comes from Level 1 Local food sources.</td>
</tr>
<tr>
<td></td>
<td>If vendor and/or suppliers do not have current capacity to meet local food purchasing baseline standards, the institution may submit a plan to achieve compliance with at least the baseline by the end of year 1.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>TARGET: YEAR 5</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 - Baseline</td>
<td><strong>25% annual average</strong> of total cost of food purchases will come from Level 1 local food sources.</td>
</tr>
<tr>
<td>Level 2</td>
<td><strong>15% annual average</strong> of total cost of food purchases come from Level 2 Local food sources.</td>
</tr>
<tr>
<td>Level 3</td>
<td><strong>15% annual average</strong> of total cost of food purchases come from Level 3 Local food sources.</td>
</tr>
<tr>
<td></td>
<td><strong>25% annual average</strong> of total cost of food purchases will come from Level 3 local food sources.</td>
</tr>
</tbody>
</table>
## Value Two:
**Environmental Sustainability**

<table>
<thead>
<tr>
<th>Level 1 - Baseline</th>
<th>Level 2</th>
<th>Level 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fruits &amp; Vegetables</strong></td>
<td><strong>Fruits &amp; Vegetables</strong></td>
<td><strong>Fruits &amp; Vegetables</strong></td>
</tr>
<tr>
<td>Organic practices, including pesticide-free, hydroponic, IPM, organic practices with no certification, or PRiME score has no high risk components for Integrated Pest Management Practices</td>
<td>PRiME score indicates low-risk for Integrated Pest Management Practices; or Protected Harvest certified; or Non-GMO Project Verified; or Food Alliance Certified;</td>
<td>USDA Organic; or Biodynamic</td>
</tr>
<tr>
<td><strong>Milk &amp; Dairy</strong></td>
<td><strong>Milk &amp; Dairy</strong></td>
<td><strong>Milk &amp; Dairy</strong></td>
</tr>
<tr>
<td>No antibiotics; and rBGH/rBST free</td>
<td>Non-GMO Project Verified; or Animal Welfare Approved</td>
<td>Food Alliance Certified; or USDA Organic</td>
</tr>
<tr>
<td><strong>Meat &amp; Poultry</strong></td>
<td><strong>Meat &amp; Poultry</strong></td>
<td><strong>Meat &amp; Poultry</strong></td>
</tr>
<tr>
<td>Cage-free eggs; or Pasture raised; or USDA Grassfed; or No antibiotics; or Certified Responsible Antibiotic Use</td>
<td>AGA Grassfed; or Non-GMO Project Verified; or Animal Welfare Approved</td>
<td>Food Alliance Certified; or USDA Organic</td>
</tr>
<tr>
<td><strong>Seafood</strong></td>
<td><strong>Seafood</strong></td>
<td><strong>Seafood</strong></td>
</tr>
<tr>
<td>No seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s Seafood Watch Guide</td>
<td>Fish listed as “Good” and “Best” choices in Monterey Bay Aquarium’s Seafood Watch Guide</td>
<td>Marine Stewardship Council certified; or 100% of fish listed as “Best Choice” in Monterey Bay Aquarium’s Seafood Watch Guide</td>
</tr>
<tr>
<td><strong>Grains</strong></td>
<td><strong>Grains</strong></td>
<td><strong>Grains</strong></td>
</tr>
<tr>
<td>Pesticide-free</td>
<td>Food Alliance Certified; or Non-GMO Project Verified</td>
<td>USDA Organic</td>
</tr>
</tbody>
</table>

---

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

*“No antibiotics” refers to sub-therapeutic use in food production. It does not refer to residues on the meat itself.*
<table>
<thead>
<tr>
<th>Level 1 - Baseline</th>
<th>TARGET: YEAR 1</th>
<th>of total cost of food purchases comes from Level 1 Environmentally Sustainable sources.</th>
<th>of total cost of food purchases will come from Level 1 environmentally sustainable sources.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>15% annual average</strong></td>
<td>No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td>No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
</tr>
<tr>
<td></td>
<td><strong>– OR –</strong></td>
<td>If vendor and suppliers do not have current capacity to meet environmentally sustainable purchasing baseline standard, the institution may submit a plan to achieve compliance with at least the baseline by the end of year 1.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 2</th>
<th>TARGET: YEAR 5</th>
<th>of total cost of food purchases come from Level 2 environmentally sustainable food sources.</th>
<th>of total cost of food purchases comes from Level 2 environmentally sustainable sources.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>15% annual average</strong></td>
<td>No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td>No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 3</th>
<th></th>
<th>of total cost of food purchases come from Level 3 environmentally sustainable food sources.</th>
<th>of total cost of food purchases comes from Level 3 environmentally sustainable sources.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>15% annual average</strong></td>
<td>No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
<td>No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</td>
</tr>
<tr>
<td>LEVEL 1 - BASELINE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distributor has policy to respect the freedom of association of farmers, ranchers,</td>
<td>Valued Workforce</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and fisherfolk; and</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Vendor signs in writing that vendor and all suppliers comply with domestic labor | Vendor signs in writing that vendor and all suppliers comply with labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):
| law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):
| (1) Freedom of association and the right to collective bargaining.                |
| (2) Elimination of all forms of forced or compulsory labor.                      |
| (3) Abolition of child labor.                                                    |
| (4) Elimination of discrimination with respect to employment or occupation; and  |
| If vendors and suppliers are found to have health and safety and/or wage and hour violations within the past 5 years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations. |

<table>
<thead>
<tr>
<th>LEVEL 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meets the Level 1 baseline requirements; and</td>
</tr>
<tr>
<td><strong>Vendor and Supplier</strong></td>
</tr>
<tr>
<td>Have a social responsibility policy, which includes: (1) union or non-</td>
</tr>
<tr>
<td>poverty wages; (2) respect for freedom of association and collective</td>
</tr>
<tr>
<td>bargaining; (3) safe and healthy working conditions; and (4) prohibition</td>
</tr>
<tr>
<td>of child labor, except as allowed by domestic law and at least one</td>
</tr>
<tr>
<td>additional employment benefit such as: (5) health care benefits (6) paid</td>
</tr>
<tr>
<td>sick days; 7) profit-sharing with all employees; or</td>
</tr>
<tr>
<td>Are Fair Trade Certified; or</td>
</tr>
<tr>
<td>Has Fair for Life certification</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEVEL 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meets the Level 1 baseline requirements; and</td>
</tr>
<tr>
<td><strong>Vendor and Supplier</strong></td>
</tr>
<tr>
<td>Have a union contract with their employees; or</td>
</tr>
<tr>
<td>Are a Worker-Owned Cooperative; or</td>
</tr>
<tr>
<td>Have signed the CIW Fair Food Supplier Code of Conduct; or</td>
</tr>
<tr>
<td>Are Food Justice-Certified by the Agricultural Justice Project; or</td>
</tr>
<tr>
<td>Are certified by the Equitable Food Initiative</td>
</tr>
</tbody>
</table>

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Valued Workforce Category.
**TARGET: YEAR 1**

<table>
<thead>
<tr>
<th>Level 1 - Baseline</th>
<th>Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>– AND –</td>
</tr>
<tr>
<td></td>
<td>If VENDORS AND suppliers are found to have health &amp; safety and/or wage &amp; hour violations within the past 5 years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations.</td>
</tr>
<tr>
<td></td>
<td>– OR –</td>
</tr>
<tr>
<td></td>
<td>If vendor and/or suppliers do not have current capacity to meet fair food purchasing baseline standard, the institution may submit a plan to achieve full compliance at least at the baseline level by end of Year 1.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 2</th>
<th>Institution complies with baseline Level 1 fair criteria AND</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>5% annual average</strong></td>
</tr>
<tr>
<td></td>
<td>of total cost of food purchases come from Level 2 fair food sources.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 3</th>
<th>Institution complies with baseline Level 1 fair criteria AND</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>5% annual average</strong></td>
</tr>
<tr>
<td></td>
<td>of total cost of food purchases come from Level 3 fair food sources.</td>
</tr>
</tbody>
</table>

**TARGET: YEAR 5**

<table>
<thead>
<tr>
<th>Level 1 - Baseline</th>
<th>Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>– AND –</td>
</tr>
<tr>
<td></td>
<td>If vendor and/or suppliers are found to have health &amp; safety and/or wage &amp; hour violations within the past 5 years, that supplier about steps taken to mitigate past violations and prevent future violations.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 2</th>
<th>Institution complies with baseline Level 1 fair criteria AND</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>15% annual average</strong></td>
</tr>
<tr>
<td></td>
<td>of total cost of food purchases come from Level 2 fair food sources.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 3</th>
<th>Institution complies with baseline Level 1 fair criteria AND</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>15% annual average</strong></td>
</tr>
<tr>
<td></td>
<td>of total cost of food purchases come from Level 3 fair food sources.</td>
</tr>
</tbody>
</table>
# VALUE FOUR: Animal Welfare

<table>
<thead>
<tr>
<th>LEVEL 1 - BASELINE</th>
<th>LEVEL 2</th>
<th>LEVEL 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milk &amp; Dairy</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Produced from Pastured Cows; or USDA Organic; or No antibiotics</td>
<td>American Humane Certified</td>
<td>Animal Welfare Approved; or Humane Farm Animal Care/Certified Humane Raised and Handled®</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Meat &amp; Poultry</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1 of Global Animal Partnership 5-Step Animal Welfare Rating standards; or USDA Organic; or Cage-free eggs; or Pastured; or No antibiotics; or Certified Responsible Antibiotic Use</td>
<td>Step 2 of Global Animal Partnership 5-Step Animal Welfare Rating standards; or American Humane Certified</td>
<td>Step 3 or higher of Global Animal Partnership 5-Step Animal Welfare Rating Standards; or Animal Welfare Approved; or Humane Farm Animal Care/Certified Humane Raised and Handled®</td>
</tr>
</tbody>
</table>

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Animal Welfare Category.

---

1. "No antibiotics" refers to sub-therapeutic use in food production. It does not refer to residues on the meat itself. At this time, the antibiotics standard is a proxy for better welfare for livestock than those raised with antibiotics; closed-confinement systems cannot safely raise animals without antibiotics.
<table>
<thead>
<tr>
<th>Level 1 - Baseline</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15% annual average</td>
<td>25% annual average</td>
</tr>
<tr>
<td></td>
<td>of total cost of milk and dairy products and animal protein product purchases come from Level 1 Humane food sources.</td>
<td>of total cost of milk and dairy products, and animal protein product purchases will come from a Level 1 humane sources by fifth year of participation.</td>
</tr>
<tr>
<td></td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>of all eggs are cage-free.</td>
<td>of all eggs are cage-free.</td>
</tr>
<tr>
<td></td>
<td>– OR –</td>
<td></td>
</tr>
<tr>
<td></td>
<td>If vendor and/or suppliers do not have current capacity to meet animal welfare purchasing baseline standard, the with institution may submit a plan to achieve full compliance at least at baseline level by end of year one.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 2</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15% annual average</td>
<td>25% annual average</td>
</tr>
<tr>
<td></td>
<td>of total cost of milk and dairy products and animal protein products come from Level 2 Humane food sources.</td>
<td>of total cost of milk and dairy products, and animal protein product purchases come from Level 2 humane sources.</td>
</tr>
<tr>
<td></td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>of all eggs are cage-free.</td>
<td>of all eggs are cage-free.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 3</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15% annual average</td>
<td>25% annual average</td>
</tr>
<tr>
<td></td>
<td>of total cost of milk and dairy products and animal protein products come from Level 3 Humane food sources.</td>
<td>of total cost of milk and dairy products, and animal protein product purchases come from Level 3 humane sources.</td>
</tr>
<tr>
<td></td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>of all eggs are cage-free.</td>
<td>of all eggs are cage-free.</td>
</tr>
<tr>
<td>YEAR 1 TARGET</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>Fruits, vegetables, and whole grains account for at least 25% of total food purchases.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To the greatest extent possible, purchase unprocessed whole fresh fruits. When whole and unprocessed fruit cannot be purchased, due to cost or availability, purchase unsweetened frozen fruit. If frozen products are unavailable, fruit should be canned in water or its own juice with no sugars added.</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions.</td>
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<td></td>
</tr>
<tr>
<td>Eliminate the use of deep frying.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**LEVEL 1 HEALTHY (BASELINE)**
MEETS 13 -15 OUT OF 25 (OR BETWEEN 51-64% OF ALL APPLICABLE ITEMS)

- Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming).

- Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat-Free or Low-Fat milk products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable).

- Fruit and/or non-fried vegetables are prominently featured in high-visibility locations.

- Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage.

- Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable).

- If applicable, combination meals that serve an entrée plus a side option and a beverage shall offer bottled water as a beverage alternative and offer fresh fruit or a non-starchy vegetable prepared without fat or oil as a side option.

- Highlight locally-grown fruits or vegetables or locally-sourced proteins with signage.

- Highlight plant based meals by placing them at the front of the cafeteria line or other convenient, high-visibility locations.

**LEVEL 2 HEALTHY**
MEETS 16 - 20 OUT OF 25 (OR BETWEEN 65%-80% OF ALL APPLICABLE ITEMS)

**LEVEL 3 HEALTHY**
MEETS 21 - 25 OUT OF 25 (OR BETWEEN 81-100% OF ALL APPLICABLE ITEMS)

To be recognized as a Good Food provides an institution meets at least the baseline standard in the Nutrition category.
**Bonus Points**

In addition to base points earned in each category, bonus points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

| LOCAL ECONOMIES | Food is purchased from microenterprise farm of less than 100 acres and located within 200 miles. | 1 |
| Food is grown/raised AND processed in the same county as institution. | 1 |
| Food is purchased directly from farmer-owned businesses. | 1 |

| ENVIRONMENTAL SUSTAINABILITY | Institution participates in “Meatless Mondays” campaign. | 1 |
| 100% of disposable flatware, dishes, cups, napkins and other service items are compostable. | 1 |
| No bottled water is sold or served, but plain or filtered tap water in reusable jugs, bottles or dispensers is available. | 1 |

**Food Resource Recovery**

- Purchase lower-grade (less than retail quality) produce for use in prepared dishes to allow more complete use of farm produce, to reduce waste and to reduce costs.
- Donate surplus food from facilities and events to local charities accepting food donations.
- Compost or redistribute for reuse all organics including food and yard discards, soiled paper products, and compostable food containers.

| VALUED WORKFORCE | Institution establishes a reporting system for workers to report violations with a protection for workers from retaliation. | 1 |
| Institution has adopted a “living wage” policy to ensure direct employees are paid non-poverty wages. | 1 |
| Institution’s food service contractor meets Level 3 Valued Workforce criteria. | 1 |
| ANIMAL WELFARE | Institution encourages plant-based diets by offering 100% vegetarian and/or vegan options. | 1 |
|               | Institution reduces overall meat purchases by 25% each year. | 1 |

| NUTRITION | Institution’s menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide. | 1 |
|           | Institution adopts one or more portion control strategy, if applicable. | 1 |

**Examples of qualifying strategies:**
- Utilize 10” or smaller plates for all meals
- Make available reduced-size portions of at least 25% of menu items offered
- Offer reduced-size portions at a lower price than regular-sized portions.\(^\text{17}\)

|          | Institution adopts a healthy vending machine policy for machines at all locations, using the County of Los Angeles’s Vending Machine Nutrition Policy or a higher standard.\(^\text{18}\) | 1 |
|          | Institution develops and implements a worksite wellness program for employees and/or patrons that includes nutrition education | 1 |
Attachment “7”

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

In the past five years, has your firm been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below? If yes, please circle the corresponding number and explain on a separate sheet(s) the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome. Attach your responses and include with your Proposal.

FEDERAL ENTITIES

Federal Department of Labor
1. American with Disabilities Act
2. Immigration Reform and Control Act
3. Family Medical Leave Act
4. Fair Labor Standards Act
5. Davis-Bacon and laws covering wage requirements for federal government contract workers
6. Migrant and Seasonal Agricultural Workers Protection Act
7. Immigration and Naturalization Act
8. Occupational Safety and Health Act
9. anti-discrimination provisions applicable to government contractors and subcontractors
10. whistleblower protection laws

Federal Department of Justice
12. Civil Rights Act
13. American with Disabilities Act
15. bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)
16. anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
17. prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency
19. Environmental Protection Act

National Labor Relations Board
20. National Labor Relations Act

Federal Equal Employment Opportunity Commission
21. Civil Rights Act
22. Equal Pay Act
23. Age Discrimination in Employment Act
24. Rehabilitation Act
25. Americans with Disabilities Act

OTHERS

26. Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.
NUTRITION BASELINE ASSESSMENT

Promote health and well-being by offering generous portions of vegetables, fruits, and whole grains; reducing salt, added sugars, fats and oils; and by eliminating artificial additives.

This baseline assessment measures your institution’s compliance with the nutrition category of the Good Food Purchasing Program. Circle Yes / No / Not Applicable for each item. All nutrition goals listed below may not apply to all types of food service institutions. If YES, please provide detail on how your institution meets this Standard. If NO, please state why not and if box is checked N/A, please explain why this item does not apply to your institution. For more information on Nutrition Scoring, please see page 28 of the Good Food Purchasing Standards (2015). For information on Nutrition Bonus Points, please see page 31 of the Good Food Purchasing Standards.

<table>
<thead>
<tr>
<th>Nutrition Goals</th>
<th>Yes / No / N/A (Circle)</th>
<th>Description: If box is checked YES, please provide detail on how institution meets this guideline. If NO, please state why not. If you checked N/A please explain why.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruits, vegetables, and whole grains account for at least 25% of total food purchases.</td>
<td>Yes / No / N/A</td>
<td></td>
</tr>
<tr>
<td>Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price.</td>
<td>Yes / No / N/A</td>
<td></td>
</tr>
<tr>
<td>To the greatest extent possible, purchase unprocessed whole fresh fruits. When whole and unprocessed fruit cannot be purchased, due to cost or availability, purchase unsweetened frozen fruit. If frozen products are unavailable, fruit should be canned in water or its own juice with no sugars added.</td>
<td>Yes / No / N/A</td>
<td></td>
</tr>
</tbody>
</table>

1 Food service institutions must ensure the above nutrition goals comply with local, state and federal law that may govern individual food service programs such as youth detention facilities, school meal programs and other meals served to dependent community members. Each food service institution will be eligible for points based on the total potential applicable points for that type of food service venue. GFPP will work with each institution individually to evaluate which nutrition checklist items are applicable. These nutrition goals were developed from reputable sources including the United States Department of Agriculture, the Food and Drug Administration, as well as other leading health organizations. The above nutrition goals will be reviewed and revised periodically to ensure they meet current dietary recommendations and take into consideration program implementation.

© 2016 Center for Good Food Purchasing
Baseline Assessment: Nutrition Guidelines in Food Service Institutions, Version 2
5/2/2017
# NUTRITION BASELINE ASSESSMENT

<table>
<thead>
<tr>
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SFUSD’s Nutrition Guidelines for all Food and Beverages

Nutrition guidelines are updated as new nutritional science information becomes available.

Last updated: June 18, 2015

The District’s nutrition guidelines are a description of the minimum standards for all foods and beverages, including the type and amount of fat, sodium, sugar, calories, and other nutrients and food qualities. These guidelines meet or exceed the standards outlined in federal, state, and local policies and adhere to the USDA’s recently published Smart Snacks nutrition standards required by the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). In the event the nutrition standards in the HHFKA get rolled back, the District’s nutrition guidelines will not be rolled back but rather will retain the higher standards.

The District’s nutrition guidelines apply to all foods sold or served to students, staff and families on every PreK-12 campus and administrative building during school days starting from the time students are first admitted to the school campus in the morning to thirty minutes after the end of the regularly scheduled afterschool programs. This includes but is not limited to:

- A la carte service in the cafeteria
- After school programs
- Celebrations
- Classroom-based activities
- Donated food
- Fundraisers on school grounds
- Vending machines
- Rewards
- School meals
- School stores
- Snack bars/concession stands
- Snacks
- Staff and parent meeting

The District’s nutrition guidelines shall not impact culinary education programs’ curriculum in schools. However, to the extent that such programs are selling or serving food to students on campus during the school day the food must comply with the District’s nutrition guidelines.

Any entity and/or individual interested in donating, serving, or selling food and/or beverages to students during the school day must be pre-approved in writing by Student Nutrition Services (SNS) and must keep their own records as proof of compliance. For more information about the pre-approval process, visit www.sfusd.edu/bewell.

*District funds can only be used to purchase foods and beverages that meet the District’s nutrition guidelines.*

The District’s nutrition guidelines do not apply to food or beverage items bought with non-SFUSD funds for personal consumption. However, all staff are encouraged to promote healthy school environments by being positive role models for healthy behaviors on school property and at school-sponsored meetings and events where students are present, including only eating/drinking items that comply with the District’s nutrition guidelines.
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1. Quality Products

All food and beverages provided to the students, including those from outside food sources and those served under the federally funded child nutrition program, must meet the quality standard listed below and must also meet the applicable nutrition standards outlined in sections 2 or 3 of this document.

A. **Meat and Poultry.** Meat and poultry must meet the following grade standards.
   - Beef USDA A Choice or better
   - Fowl USDA A Grade A or B
   - Poultry Chicken (fryers) USDA A Grade A
   - Turkey USDA A Grade A
   - No pork is to be served.

B. **Cured Processed Meats.** (Bologna, frankfurters, luncheon meat, salami, others) shall meet all applicable requirements for Food Safety and Quality standards for the product. No variety meats, fillers, extenders, non-fat milk solids or cereal shall be used.

C. **Non-Cured Meat Products.** Meat shall not contain fillers and must be Grade A or better. Beef shall have a lean-to-fat ratio of at least eighty percent lean to twenty percent fat (80:20 lean-to-fat). For sausage patties, the maximum fat allowed is fifty percent (50%) by weight.

D. **Animal Products Free from Non-Therapeutic Use of Antibiotics.** Food providers and programs shall provide information whether animal products are or are not sourced from animals free from the non-therapeutic use of antibiotics. “Animal products that are free from non-therapeutic use of antibiotics” are animal products that come from food-producing animals which have only been subjected to the use of antibiotics (particularly antibiotics with analogues to human drugs) when diagnosed with bacterial disease by a certified veterinarian, and which have not been subjected to the routine use of antibiotics other than for such disease therapy.

E. **Dairy Products.** All dairy products shall be USDA Grade A, where applicable. The following items shall not be used: Cold-pack cheese food, pasteurized processed cheese food, pasteurized cheese spread, and pasteurized processed cheese spreads and other cheese alternates.

F. **Frozen Vegetables.** All frozen vegetables shall be USDA Grade A Fancy IQF frozen providing color, flavor and textural characteristics of freshly prepared non-frozen vegetable upon reheating of meal from frozen 0 degree Fahrenheit state. Canned vegetables, except beans, may be used only in preparation of sauces.

G. **Fresh Fruits and Vegetables.** A variety of fresh fruits and vegetables shall be served.

H. **Grains.** Foods that contain 100-percent whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50-percent is whole grain. The remaining 50 percent or less of grains, if any, must be enriched.

I. **Fats and Oils.** Butter must meet 92 score; Fortified Margarine must be Fortified 15,000 IU.
J. **Fried Foods, Trans Fats.** No fried foods, flash fried foods or artificial trans fats are permitted; only natural, non-hydrogenated, and trans-fat free oils may be used in cooking, food preparation, and dressings.

K. **Processed Foods.** All processed foods shall contain no more than the minimum of sodium, fat, sugar, and/or other additives that are absolutely necessary for food preservation, safety, and palatability.

L. **Prohibited Additives.** All foods shall be free of the prohibited additives listed below:
   - Those not on the USDA Generally Recognized As Safe (GRAS) list.
   - Monosodium Glutamate (MSG)
   - Sodium Bisulfate (Sulfite Compounds)
   - Sodium Nitrate
   - Sodium Nitrite
   - Sodium Benzoate
   - Artificial colors or flavors
   - Added animal fats (lard) or by-products
   - Tropical oils (coconut and palm oils)
   - BHA&BHT.
   - L-Cystine
   - Disodium dihydrogen-sodium EDTA
   - Hydrogenated oils
   - High fructose corn syrup
   - No artificial transfats
   - Products containing: wine, alcohol, beef tallow, coconut palm oil.

M. **Fat and Sodium Levels.** Meals shall contain the lowest possible fat and sodium content possible while still providing a product with a good flavor and texture. Meals shall not contain more than thirty-five percent (35%) of the calories in any meal come from total fat, and no more than ten percent (10%) of calories in any meal be derived from saturated fats. See specific charts below for sodium levels.

N. **Freshly Prepared, Not Frozen Meals.** No more than twenty four (24) hours shall elapse between the time that a meal is fully prepared and individually packaged. Once fully prepared meals shall never be frozen.

O. **Peanuts and Tree Nuts.** No peanut or tree nut products can be distributed to students or added to any food/beverages distributed to students.
2. Foods and Beverages Standards

Any entity and/or individual interested in donating, serving, or selling food and/or beverages to students during the school day must comply with the following guidelines.

I. Food

Snacks or entrées must meet one of the following standards:

- First ingredient must be one of the food groups: Fruit, vegetable, dairy, protein, or whole grain
- Or
- Contain > 10% DV for calcium or potassium or Vitamin D or dietary fiber
- Or
- Be a combination food containing at least ¼ cup fruit or vegetable

The following foods only need to meet the calories, sodium, and trans fat requirements:

- Reduced-fat cheese or part-skim mozzarella
- Seeds or seed butters
- Dried fruits with no added sugar
- Fruits: fresh, frozen or canned in 100% juice
- Non-fried vegetables: fresh, frozen, or canned
- Dried fruits or vegetables

Entrée Standards (Middle and High Schools Only, Not Allowed at Elementary)

Entrées must meet one of the following standards:

- Meat/meat alternative and whole grain rich food
- Or
- Fruit/vegetable and meat/meat alternative
- Or
- Meat/meat alternative alone

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>Limit per Item (≤)</th>
</tr>
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<tbody>
<tr>
<td>Calories</td>
<td>350 kcal</td>
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<tr>
<td>Sugar</td>
<td>35% sugar by weight</td>
</tr>
<tr>
<td>Sodium</td>
<td>480mg</td>
</tr>
<tr>
<td>Fat</td>
<td>35% of total calories from fat</td>
</tr>
<tr>
<td>Saturated Fat</td>
<td>10% of calories from saturated fat</td>
</tr>
<tr>
<td>Trans Fat</td>
<td>0g trans fat</td>
</tr>
</tbody>
</table>
Snacks: Pre-K and Elementary Schools Standards

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>Limit per Item (≤)</th>
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<tbody>
<tr>
<td>Calories</td>
<td>175 kcal per item/container</td>
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<tr>
<td>Sugar</td>
<td>35% sugar by weight</td>
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<tr>
<td>Sodium</td>
<td>200mg</td>
</tr>
<tr>
<td>Fat</td>
<td>35% of total calories from fat*</td>
</tr>
<tr>
<td>Saturated Fat</td>
<td>10% of calories from saturated fat</td>
</tr>
<tr>
<td>Trans Fat</td>
<td>0g trans fat</td>
</tr>
</tbody>
</table>

The first ingredient must be one of the food groups: fruit, vegetable, dairy, protein*, or whole grain. *Protein is limited to seeds, legumes, eggs, cheese.

Snacks: Middle and High Standards

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>Limit per Item (≤)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calories</td>
<td>200 kcal per item/container</td>
</tr>
<tr>
<td>Sugar</td>
<td>35% sugar by weight</td>
</tr>
<tr>
<td>Sodium</td>
<td>200mg</td>
</tr>
<tr>
<td>Fat</td>
<td>35% of total calories from fat*</td>
</tr>
<tr>
<td>Saturated Fat</td>
<td>10% of calories from saturated fat</td>
</tr>
<tr>
<td>Trans Fat</td>
<td>0g trans fat</td>
</tr>
</tbody>
</table>

Snacks: Adult Standards

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>Limit per Item (≤)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calories</td>
<td>250 kcal per item/container</td>
</tr>
<tr>
<td>Sugar</td>
<td>35% sugar by weight</td>
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<td>Sodium</td>
<td>360 mg</td>
</tr>
<tr>
<td>Fat</td>
<td>35% of total calories from fat*</td>
</tr>
<tr>
<td>Saturated Fat</td>
<td>10% of calories from saturated fat</td>
</tr>
<tr>
<td>Trans Fat</td>
<td>0g trans fat</td>
</tr>
</tbody>
</table>
II. Beverages (All Ages)

The following drinks are allowed:

- Water
- Naturally Flavored Water (≤5 calories)
- Naturally Flavored Carbonated Water (≤5 calories)
- Milk (≤8 oz for Elementary, ≤12 oz for Middle and High Schools)
  - Non-fat or 1% milk
  - Non-fat Milk, flavored or unflavored (no more than 30 calories can be attributed to added sugar for flavored milk)
  - No added sweeteners
  - 25% DV for Calcium, contains Vitamin A and D
- Milk Alternatives
  - Lactose-free milk
  - Non-dairy milk (i.e.: soy milk, almond milk…) must meet the nutrient standards in the table below.

Prohibited Beverages (All Ages)

Sugar Sweetened Beverages will not be sold or served to SFUSD students, staff or families at any time on any district property.* In addition, the following are not allowed:

- Caffeine**
- Added sugars, including high fructose corn syrup
- Artificial sweeteners
- 100% fruit juice
- Fruit drinks and punches
- Sports and energy drinks
- Soda***

* Flavored milk is allowed but no more than 30 calories can be attributed to added sugar, and high fructose corn syrup can not be used.

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>Per one (1) cup (8 ounces)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calcium</td>
<td>276 mg.</td>
</tr>
<tr>
<td>Protein</td>
<td>8 gm.</td>
</tr>
<tr>
<td>Vitamin A</td>
<td>500 IU.</td>
</tr>
<tr>
<td>Vitamin D</td>
<td>100 IU.</td>
</tr>
<tr>
<td>Magnesium</td>
<td>24 mg.</td>
</tr>
<tr>
<td>Phosphorus</td>
<td>222 mg.</td>
</tr>
<tr>
<td>Potassium</td>
<td>349 mg.</td>
</tr>
<tr>
<td>Riboflavin</td>
<td>0.44 mcg.</td>
</tr>
<tr>
<td>Vitamin B-12</td>
<td>1.1 mcg.</td>
</tr>
<tr>
<td>Sugar</td>
<td>&lt; 10 g</td>
</tr>
<tr>
<td>Fat</td>
<td>&lt; 5 g</td>
</tr>
</tbody>
</table>
**Adult beverages include caffeinated coffee or tea with no added sugar or artificial sweeteners.**  
***No diet sodas/ drinks for adult vending, meetings, etc.***

3. School Meal Standards and Meal Pattern

School meals must comply with the regulations of the federally funded Child Nutrition programs, ie National School Lunch Program (NSLP) and School Breakfast Program (SBP). A meal pattern is a menu-planning tool used to develop menus for a specific age group. Meal patterns should include food from each of four food groups- meat/meat alternate, vegetable/fruit, bread/bread alternate, and milk/milk alternate.

### Breakfast Pattern for Early Education Centers

<table>
<thead>
<tr>
<th>Breakfast</th>
<th>Select All Three Components for a Reimbursable Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Components</td>
<td>Ages 3-5</td>
</tr>
<tr>
<td>1 Milk</td>
<td>3/4 cup</td>
</tr>
<tr>
<td>1 Fruit/Vegetable</td>
<td>1/2 cup</td>
</tr>
<tr>
<td>1 Grains/Bread bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains</td>
<td>1/2 slice 1/2 serving 1/3 cup 1/4 cup 1/4 cup</td>
</tr>
</tbody>
</table>

- **Milk served must be low-fat (1%) or non-fat (skim) for children ages 2 years and older and adults.**
- **Breads and grains must be made from whole-grain or enriched meal or flour.**
- **Cereal must be whole-grain or enriched or fortified.**

### Breakfast Meal Pattern for K-12

<table>
<thead>
<tr>
<th>Grade K-5</th>
<th>Grade 6-8</th>
<th>Grade 9-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruit (cup)</td>
<td>5 (1)</td>
<td>5 (1)</td>
</tr>
<tr>
<td>Grains (oz eq)</td>
<td>7-10 (1)</td>
<td>8-10 (1)</td>
</tr>
<tr>
<td>Fluid Milk (cups)</td>
<td>5 (1)</td>
<td>5 (1)</td>
</tr>
</tbody>
</table>

**Other Specifications: Daily Amount Based on the Average for a 5-Day Week**

<table>
<thead>
<tr>
<th>Min-Max calories (kcal)</th>
<th>350-500</th>
<th>400-550</th>
<th>450-600</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturated Fat (% of total calories)</td>
<td>&lt; 10</td>
<td>&lt; 10</td>
<td>&lt; 10</td>
</tr>
<tr>
<td>Sodium (mg)*</td>
<td>&lt; 430</td>
<td>&lt; 470</td>
<td>&lt; 500</td>
</tr>
<tr>
<td>-------------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>Trans Fat</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Lunch Pattern for Early Education Centers**

<table>
<thead>
<tr>
<th>Lunch</th>
<th>Food Components</th>
<th>Ages 3-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select All Four Components for a Reimbursable Meal</td>
<td>1 Milk</td>
<td>3/4 cup</td>
</tr>
<tr>
<td></td>
<td>2 Fruit/Vegetable</td>
<td>1/2 cup</td>
</tr>
<tr>
<td></td>
<td>1 Grains/Bread</td>
<td>1/2 slice</td>
</tr>
<tr>
<td></td>
<td>bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains</td>
<td>1/2 serving</td>
</tr>
<tr>
<td></td>
<td>1 meat/meat alternate</td>
<td>1½oz.</td>
</tr>
<tr>
<td></td>
<td>meat or poultry or fish or alternate protein product or cheese or egg or cooked dry beans or peas yogurt</td>
<td>1½ oz.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3/4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3/8 cup</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 oz.</td>
</tr>
</tbody>
</table>

Menu offers non-choking hazard foods for pre-k students, who are under four years of age. Menu will not offer foods that are round, hard, small, thick and sticky, smooth, or slippery because they can cause choking. Hot dogs (sliced into rounds), whole grapes, hard candy, seeds, raw peas, dried fruit, pretzels, chips, popcorn, marshmallows, spoonfuls of peanut butter, and chunks of meat, which are larger than can be swallowed whole are examples of foods that can cause choking.
### Lunch/Supper Meal Pattern for K-12

<table>
<thead>
<tr>
<th>Amount of Food Per Week (Minimum Per Day)</th>
<th>Grade K-5</th>
<th>Grade 6-8</th>
<th>Grade 9-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruit (cup)</td>
<td>2½ (½)</td>
<td>2½ (½)</td>
<td>5 (1)</td>
</tr>
<tr>
<td>Vegetable (cup)</td>
<td>3¾ (¾)</td>
<td>3¾ (¾)</td>
<td>5 (1)</td>
</tr>
<tr>
<td>Dark Green</td>
<td>½</td>
<td>½</td>
<td>½</td>
</tr>
<tr>
<td>Red/orange</td>
<td>¾</td>
<td>¾</td>
<td>1¼</td>
</tr>
<tr>
<td>Beans/Peas (Legumes)</td>
<td>½</td>
<td>½</td>
<td>½</td>
</tr>
<tr>
<td>Starchy</td>
<td>½</td>
<td>½</td>
<td>½</td>
</tr>
<tr>
<td>Other</td>
<td>½</td>
<td>½</td>
<td>¾</td>
</tr>
<tr>
<td>Additional vegetables</td>
<td>1</td>
<td>1</td>
<td>1½</td>
</tr>
<tr>
<td>Grains (oz eq)</td>
<td>8-9 (1)</td>
<td>8-10 (1)</td>
<td>10-12 (2)</td>
</tr>
<tr>
<td>Meat/Meat Alternates (oz eq)</td>
<td>8-10 (1)</td>
<td>9-10 (1)</td>
<td>10-12 (2)</td>
</tr>
<tr>
<td>Fluid Milk (cups)</td>
<td>5 (1)</td>
<td>5 (1)</td>
<td>5 (1)</td>
</tr>
</tbody>
</table>

**Other Specifications: Daily Amount Based on the Average for a 5-Day Week**

<table>
<thead>
<tr>
<th>Min-Max calories (kcal)</th>
<th>Grade K-5</th>
<th>Grade 6-8</th>
<th>Grade 9-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>550-650</td>
<td>&lt; 10</td>
<td>&lt; 10</td>
<td>&lt; 10</td>
</tr>
<tr>
<td>600-700</td>
<td>&lt; 640</td>
<td>&lt; 710</td>
<td>&lt; 740</td>
</tr>
<tr>
<td>750-850</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Afterschool Snacks for K-12

All snacks served through NSLP must meet USDA nutritional guidelines and include at least two of the following:

- 1 serving of milk
- 1 serving of fruits and/or vegetables
- 1 serving of grains1 serving of protein