



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 24-11637-C
FOR
SUMMER LUNCH PROGRAM
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals *to prepare and deliver lunches and snacks for the Summer Food Program*. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, February 22, 2024**. Proposals are to be sent via email with the “**Specification No. 24-11637-C and SUMMER LUNCH PROGRAM**” clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical Proposal with the filename saved as, “**Proposal Vendor Name - 24-11637-C SUMMER LUNCH PROGRAM**.” Corresponding pricing proposal shall be submitted as a separate document with the filename saved as, “**Pricing Vendor Name - 24-11637-C SUMMER LUNCH PROGRAM**”

Email Proposals to:

City of Berkeley
Finance Department/General Services Division
purchasing@berkeleyca.gov

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please **contact Ginsi Bryant, Recreation Program Supervisor**, via email at Gbryant@berkeleyca.gov no later than **Wednesday February 9, 2024**. Answers to questions will **not** be provided by telephone or email. Answers to all questions or any addenda will be **posted** on the City of Berkeley’s site at [Bid & Proposal Opportunities | City of Berkeley \(berkeleyca.gov\)](https://www.berkeleyca.gov/bid-proposal-opportunities). It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Darryl Sweet
General Services Manager

I. INTRODUCTION

The City of Berkeley (the “City”) Summer Food Program provides lunch with milk and snacks at various sites throughout the City in accordance with the United States Department of Agriculture (USDA) meal requirements for youth ages 18 years and younger. The total number of meals served varies daily, but averages approximately 400 lunches and 400 snacks per day. The program runs Monday through Friday for eight to ten (8) - (10) weeks each summer. Each year, Summer Camps begin mid-June and run through the end of August (exact dates depend upon the Berkeley Unified School District calendar).

For more information about the USDA Summer Food Program visit:

<https://www.fns.usda.gov/sfsp/summer-food-service-program>

Funding for the program is provided through a reimbursement program from the California Department of Education (CDE), Nutrition Services Division (NSD), based upon established annual rates and City of Berkeley general funds. The City of Berkeley seeks a vendor that will provide quality meals based on the standards that meet SFSP (Summer Food Service Program) and City requirements; specifications which are stated within this RFP. Healthy menus, meal variety, recyclable packaging, organic food options, and timely delivery of meals are required for the summer lunch program. The City will enter into a contract with a vendor that is an established Food Service Vendor, a School Food Authority (SFA) or a Summer Food Service Program (SFSP) vendor that meets all CDE requirements as well as the City of Berkeley’s Food and Nutrition policy (Exhibit A). For information about USDA meal patterns visit the following website:
<https://www.fns.usda.gov/sfsp/meal-patterns>

II. SCOPE OF SERVICES

The vendor will prepare and deliver unitized lunch, milk and snacks to approximately six (6) sites throughout the City of Berkeley for the Summer Food Program. Locations are listed in Exhibit B on page 34. Meals must be individually proportioned, packaged and delivered as a unit to each site. Milk and juice may be packaged separately. Food containers must be made of clear, compartmentalized recyclable materials, preferably made from compostable materials. Perishables will be cooled/refrigerated during preparation and transport in a manner consistent with USDA standards, and all laws ensuring safe food handling procedures.

At a minimum, the vendor must provide meals that meet the USDA lunch program standards, and must conform to the cycle menus, quality standards and food specifications approved by the CDE <http://www.cde.ca.gov/ls/nu/>. This includes appropriate component contents as well as portion size. The City will not be obligated to pay for meals that are found (during delivery inspection or during meal service) to be of unacceptable quality (moldy bread, rotten fruits or vegetables, overcooked or burned food, spoiled milk, etc.) or meals that do not meet the USDA guidelines.

Meals cannot be sub-contracted out for a part of the whole meal (i.e. with or without milk or for the assembly of the meals). Vendors are required by the National School Lunch Program to use food service funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under these programs. A “domestic commodity

or product” is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States. The term “substantially” means that over 51 percent (51%) of the final product consists of agricultural commodities that are grown domestically. The City seeks a menu that has variety and food appeal to ensure that the meals are well received and consumed by the children. Prior to award, a mandatory taste test may be conducted.

Optimally, the vendor will provide lunches and snacks consistent with the City of Berkeley Food and Nutrition Policy. The goals of this policy are to ensure that food served by City programs shall be, within the fiscal resources available, culturally appropriate and nutritious (for example, contain minimal trans-fat and high-fructose corn syrup), regionally grown or processed, hormone-free, antibiotic-free and organic meeting USDA standards. For further information, please see the City of Berkeley Food and Nutrition Policy (Exhibit A pages 30-33).

A. Contract Term

The contract awarded from this Request for Proposal has an estimated contract date of May 15, 2024 and estimated start date of June 2024 through August 30, 2024 with the option to amend/extend the contract for four (4) additional one (1) year terms assuming the vendor has successfully provided foods per the specifications of this bid and is in compliance with all contracting requirements.

B. Meal Ordering

The City will order meals on Friday of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week and will include breakdown totals for each delivery site and each type of meal. The City reserves the right to increase or decrease the number of meals ordered within 24-hour notice (or another mutually agreed upon timeframe between the parties to this contract) of scheduled delivery. Errors in meal orders made by the City shall be the responsibility of the City.

C. Meal Substitutions

Once a menu cycle has been approved, changes to this cycle may be made only when agreed upon by both parties. In such instances the City will be contacted by phone or by email by the vendor so that substitutions can be agreed upon. Both the City and the vendor will document changes. The City reserves the right to request menu changes within the cost parameters periodically throughout the contract period if meals are not being well received (consumed) by the children.

D. Delivery Requirements

The contractor shall deliver meals to each center listed on Exhibit B in accordance with the delivery order from the City. Meals will be delivered, and unloaded in the designated center daily (no later than 1 hour prior to lunch service) by the contractor's personnel at each of the locations and times listed in Exhibit B. The contractor will be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating will be provided during transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes. The City reserves the right to add or delete feeding sites. This will be done by an amendment of Exhibit B. The City will notify the vendor of such amendments not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting

centers will be negotiated and noted in the modification. The contractor's invoice will show the cost as a separate item for those sites.

E. Inspections & Record Keeping

The vendor will retain all required records for a period of three (3) years after the end of the term of the contract. Records must document.

- i. The menus that were provided to the City during the term of the contract including a list of all components of each meal, and an itemization of the quantities of each component used to prepare said meals
- ii. Food preparation records showing evidence that meals met the SFSP Meal Pattern
- iii. Cost records such as invoices, receipts and/or other evidence that document the purchase of the meal components and quantities itemized in the meal preparation records
- iv. Maintain a daily accurate count of the number of meals, by meal type, prepared and delivered to the City (this includes the number of meals ordered by the City)
- v. Provide the City with a copy of current health certifications for the food service facility in which it prepares meals for the SFSP. Vendor shall ensure that all health and sanitation requirements of State and local laws are met, and maintained at all times
- vi. Vendor will supply the City with copies of the food preparation records at the end of each month, unless requests are made more frequently

The City, CDE, and the U.S. Department of Agriculture reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals. The contractor's facilities will be subject to periodic inspections by U.S. Department of Agriculture, state and local health departments or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with U.S. Department of Agriculture regulations. The contractor will obtain for meals, which it prepares, periodic inspections by the local health department or an independent agency to determine bacteria levels in the meals and conformance with standards set by local health authorities.

The Contractor will promptly submit results of any inspections to the City and the SFSP representative. The books and records of the contractor, pertaining to this contract, will be available for a period of (3) three years from the date the agency submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for investigation and audit by representatives of CDE, representatives of the U.S. Department of Agriculture, the agency and the Controller General of the United States at any reasonable time and place.

F. Nutritional Improvements

USDA nutritional guidelines ensure that children are receiving healthy meals with the proper amounts of grains, produce, dairy and meat or meat alternatives. While this provides a good foundation for quality meals, nutritional improvements can be made. Examples include exchanging a white flour bun for two slices of whole wheat bread, offering fresh fruits and vegetables instead of juice, offering nonfat/low-fat options. Milk and cheeses can be low in fat. Whole grain breads, rolls, buns and pastas can be used whenever economically feasible, and low-fat oatmeal raisin cookies can be offered in place of full fat chocolate chip cookies. Foods can be baked or stir-fried instead of deep fat fried.

G. Logistics and Good Meal Quality

Temperature, delivery, and preparation of food are critical and add to nutritional quality. Meals shall not be prepared earlier than 24 hours in advance of children's eating to maximize the freshness of the food. Proper refrigeration shall be maintained during the preparation and delivery of all food to ensure the wholesomeness of food at the time of delivery and in accordance with State and local health codes. Food is to be maintained at 41 degrees Fahrenheit. Bidder shall provide extra ice for each ice cooler to maintain food at safe levels at sites where no refrigeration is available. This is critical during extreme hot weather days. Food must be delivered at an appropriate temperature; frozen sandwiches will not be accepted. Foods that are delivered without appropriate temperature regulation (in an unrefrigerated truck or come frozen) will not be accepted. Meals must be delivered no later than one (1) hour prior to the start of the scheduled mealtime at each site. With prior approval from the City deliveries may be made at a time agreed to by both parties. All drivers may be asked to wait until the site supervisor counts all items including meals, juices, and milk. Should the number of meals differ from what was to be delivered, both the driver and the supervisor shall initial all delivery tickets. The vendor shall have back up drivers and vehicles on hand to assure prompt delivery of meals. The City reserves the right to add or delete food service sites by amendment of the initial list of approved sites in this RFP and make changes in the approved level for the maximum number of meals which may be served under the program at each site.

H. Non-Compliance

The City shall reserve the right to hold the vendor accountable for failure to comply with a contract that is awarded based on this RFP. The City reserves the right to inspect and determine the quality of food delivered. All meals must be wholesome at the time of delivery and meet the SFSP meal requirements. Any meals, which do not comply with the requirements and specifications herein, will be rejected, and vendor agrees to forfeit payment for rejected meals. Violations that shall cause disallowances in the vendor's payment shall include but not be limited to the following:

- i. Delivering meals that are not unitized;
- ii. Delivering meals that are wholly or partially spoiled;
- iii. Delivering meals that are outside the designated delivery times;
- iv. Delivering meals that are improperly packaged, i.e. containers that are broken, torn or open;
- v. Delivering meals with components that are less than the required size, weight, or temperature;
- vi. Delivering meals that are missing components;
- vii. Delivering meals in excess of the order, regardless of whether they are accepted at the site;
- viii. Changing meals or substituting components without the City's prior approval.

In case of non-performance or non-compliance on the part of the vendor, the vendor shall pay the City for any excess costs the City incurs by obtaining meals from an outside source.

I. Termination for Cause

Either party may terminate any contract resulting from this RFP for cause. A 30-day notice must be given to the project manager for either party in writing with a detailed explanation of why the contract will be terminated.

J. Termination for Without Cause

The City may terminate any contract resulting from this RFP without cause. A 30-day notice must be given to the contractor's project manager in writing terminating the contract.

K. Meal Requirements and Pricing

In order to compare pricing for lunches and snacks that meet minimum and optimal requirements, the City of Berkeley is requesting proposals that meet requirements in three different levels (A, B and C) as distinguished below. Vendors may submit bids that include any or all levels, but it is recommended that they submit bids that at least include levels A and B. The City reserves the right to reward the bid to the lowest bidder at Level A, B or C. In addition to pricing please submit a 15-day sample menu cycle with each appropriate Level (A, B or C) with your submission (fill in and submit next page with your proposal). The City of Berkeley reserves the right to award to more than one vendor or award the contract in whole, whichever is in the best interest of the City.

Please show a cost per meal for each level as listed below:

Level A

Must meet USDA guidelines as required by the National School Lunch Program.

Level B

- Must meet requirements of Level A, plus;
- Minimum of 50% of the food must be grown in California;
- Food must contain no trans fats;
- 50% of meat and dairy antibiotic-free and hormone-free.

Level C

- Must meet requirements of Level B, Plus;
- Minimum of 50% of fruits, vegetables and ingredients must be organic;
- All meat and dairy antibiotic-free and hormone-free;
- Food must contain no high fructose corn syrup;

Per USDA guidelines, please submit a 15-day menu cycle. The vendor selected will need to provide several sample lunches and snacks prior to contract award. The vendor must provide refrigeration equipment, as a separate cost, for sites listed on Exhibit A.

MENU PRICING AND CYCLES

Level “A” Pricing and Sample Menu

Lunch \$ _____ Snack \$ _____ Total daily meal cost \$ _____

Week	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1					
Week 2					
Week 3					

Level “B” Pricing and Sample Menu

Lunch \$ _____ Snack \$ _____ Total daily meal cost \$ _____

Week	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1					
Week 2					
Week 3					

Level “C” Pricing and Sample Menu

Lunch \$ _____ Snack \$ _____ Total daily meal cost \$ _____

Week	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1					
Week 2					

Week 3					
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III. SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. Contractor Identification:
 Provide the name of the firm, the firm's principal place of business (see section VII, F. – Local Vendor Preference), the name and telephone number of the contact person and company tax identification number.

2. Client References: *(3-5 References is usual)*
 Provide a minimum of *three (3)* client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client’s direction.

3. Price Proposal:
 The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise. Pricing proposals shall be a separate document. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. Evaluation of price proposals are subject to the local vendor business preference (see section VII.F.)

4. Contract Terminations:
If your organization has had a contract terminated in the last five (5) years, describe such incident.
 Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

 Submit full details of the terms for default including the other party’s name, address, and phone number. Present the vendor’s position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

 If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

5. Sample Menus as specified in “Meal Requirements and Pricing” (pgs. 5-6) Provide a 15-day sample menu cycle for each level of meal (lunch and snack) applicant is submitting for bid.

IV. SELECTION CRITERIA

The following criteria will be considered, although not exclusively, in determining which firm is hired.

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. References | 10 Points |
| 2. Cost* | 50 Points |
| 3. Ability to follow the City’s Food Nutrition policy by providing a high level of healthy food that would be appealing to our youth, providing a diverse menu, and results of facility tour and tasting. | 30 Points |

4. Completeness of proposal. All requirements addressed and submitted by proposal. 10 Points

A selection panel will be convened of City staff from the Parks, Recreation and Waterfront Department and if required, staff from the CDE, Nutrition and Services Division.

**Effective 1/1/2022. Local Vendor Preference. For the purposes of comparing pricing as part of this competitive RFP for goods up to \$100,000 or non-professional services up to \$250,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor.*

IV. **PAYMENT**

Invoices: Invoices must be fully itemized and provide sufficient information for approving payment and audit. The contractor will submit itemized invoices to the City on a monthly basis. Each invoice will provide a detailed breakdown of the number of meals delivered and signed for at each center during the preceding month. For payment to be processed of invoice **email to Accounts Payable and cc' Ginsi Bryant, gbryant@berkeleyca.gov;** (List on invoice, Attn: Ginsi Bryant, Parks, Recreation, and Waterfront Department) and reference the contract number.

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94710-700
Email: AccountsPayable@berkeleyca.gov
Phone: 510-981-7310

Payments: The City will make payment to the vendor within 30 days of receipt of a correct and complete invoice assuming the project manager has approved all charges.

- Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time.
- Vendor agrees to forfeit payment for meals that are spoiled, unwholesome at the time of delivery, or do not meet the SFSP meal requirements.
- CDE nor the USDA assumes liability for payment of any differences between the number of meals delivered by the vendor and the number of meals served by the City that are eligible for reimbursement.
- The City shall pay the vendor for all meals delivered in accordance with the SFSP regulations.

VI. **CITY REQUIREMENTS**

A. **Non-Discrimination Requirements:**

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that

all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants.

Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal.

B. **Nuclear Free Berkeley Disclosure Form:**

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work.

Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work.

Bidders must submit the attached Oppressive States Disclosure Form with their proposal.

D. Sanctuary City Contracting Ordinance:

Chapter 13.105 of the Berkeley Municipal Code prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security (“ICE”).

Bidders must submit the attached Sanctuary City Compliance Statement with their proposal.

E. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

F. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The current Living Wage rate can be found here: [Information for Vendors | City of Berkeley \(berkeleyca.gov\)](https://www.berkeleyca.gov/Information-for-Vendors). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of

your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

G. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

H. Statement of Economic Interest:

The City's Conflict of Interest Code designates "consultants" as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VII. OTHER REQUIREMENTS

A. Insurance:

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$2,000,000, automobile liability insurance in the minimum amount of \$1,000,000 and a professional liability insurance policy in the amount of \$2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insured.

B. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

C. Business License:

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (See B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper:

Any printed reports for the City required during the performance of the work shall be on 100% recycled paper, and shall be *printed on both sides of the page* whenever practical.

E. State Prevailing Wage:

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. These labor categories, when employed for any “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” constitute a “Public Work” within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at:
http://www.dir.ca.gov/OPRL/statistics_and_databases.html

F. Local Vendor Preference:

City of Berkeley applies a local vendor preference for comparing pricing submittals in RFP responses (City Council Resolution No. 69,890-N.S.)

A **local business** is defined as “a business firm with fixed offices or distribution points located within the City of Berkeley boundaries and listed in the Permits and License Tax paid file, with a Berkeley business street address.”

Competing for non-professional services

For the purposes of comparing pricing as part of this competitive RFP for non-professional services up to \$250,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor in order to assign evaluation points to the pricing section.

SCHEDULE (Dates are subject to change)

- | | |
|--------------------------------------------------------------------|-----------------------------|
| <input type="checkbox"/> Issue RFP to Potential Bidders: | January 25, 2024 |
| <input type="checkbox"/> Questions Due: | February 9, 2024 |
| <input type="checkbox"/> Proposals Due from Potential Bidders: | February 22, 2024 |
| <input type="checkbox"/> Site Visit and Food Tasting: | February 26 - March 8, 2024 |
| <input type="checkbox"/> Complete Selection Process | March 14, 2024 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | April 16, 2024 |
| <input type="checkbox"/> Award of Contract | April 17, 2024 |
| <input type="checkbox"/> Sign and Process Contract | May 1, 2024 |
| <input type="checkbox"/> SFSP CA State Child Nutrition Approved | May 15, 2024 |
| <input type="checkbox"/> Notice to Proceed | May 20, 2024 |

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- | | |
|--------------------------------------------------------------------------|--------------|
| • Check List of Required items for Submittal | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form | Attachment C |
| • Oppressive States Form | Attachment D |
| • Sanctuary City Compliance Statement | Attachment E |
| • Living Wage Form | Attachment F |
| • Equal Benefits Ordinance Disclosure | Attachment G |
| • Certification of Compliance With Equal Benefits Ordinance | Attachment H |
| • Right to Audit Form | Attachment I |
| • Commercial/General Auto Insurance Endorsement | Attachment J |
| • Debarment/Suspension Certification | Attachment K |
| • General Provision for Contracts Exceeding \$10,000 | Attachment K |
| • Clean Air and Water Certification & Energy Policy and Conservation Act | Attachment L |
| • Summer Food Service Program Meal Pattern | Attachment M |
| • City of Berkeley Food and Nutrition Policy | Exhibit A |
| • Locations of where meals will be served | Exhibit B |
| • Menu Pricing and Cycles | Page 7 |

ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) PDF of proposal)
- Contractor Identification and Company Information

VIII.

- Client References
- Costs proposal by task, type of service & personnel (as a separate document from the proposal)
- The following forms, completed and **signed in blue ink** (attached):
 - Non-Discrimination/Workforce Composition Form Attachment B
 - Nuclear Free Disclosure Form Attachment C
 - Oppressive States Form Attachment D
 - Sanctuary City Compliance Statement Attachment E
 - Living Wage Form Attachment F
 - Equal Benefits Ordinance Disclosure Attachment G
 - Certification of Compliance With Equal Benefits Ordinance Attachment H
 - Right to Audit Form Attachment I
 - Commercial/General Auto Insurance Endorsement Attachment J
 - Debarment/Suspension Certification Attachment K
 - General Provision for Contracts Exceeding \$10,000 Attachment K
 - Clean Air and Water Certification & Energy Policy and Conservation Act Attachment L
 - Summer Food Service Program Meal Pattern Attachment M

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

- Provide **original-signed in blue ink** Evidence of Insurance
 - Auto
 - Liability
 - Worker's Compensation
- Right to Audit Form Attachment H
- Commercial General & Automobile Liability Endorsement Form Attachment I
- Berkeley Business License (Current Year Certificate)

For informational purposes only: Sample of Personal Services Contract can be found on the City's website on the current bid and proposal page at the top of the page.

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: _____
 Address: _____
 Business Lic. #: _____

Occupational Category: (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators												
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

Is your business MBE/WBE/DBE certified? Yes: _____ No: _____ If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

Do you have a Non-Discrimination policy? Yes: _____ No: _____

Signed: _____ Date: _____

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

Contract Description/Specification No: **Summer Lunch Program** 24-11637-C

Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry-cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

Contract Description/Specification No: **Summer Lunch Program** 24-11637-C

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).
4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Summer Lunch Program/ 24-11637-C**

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Aho, Kham and U-Tsang; and Burma (Myanmar)**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Summer Lunch Program/ 24-11637-C**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Sanctuary City Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, at _____, California.

Printed Name: _____ Title: _____

Signed: _____ Date: _____

Business Entity: _____

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees' changes (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, **including the present contract**, bid, or proposal, with the City of Berkeley for a **cumulative amount of \$25,000.00 or more?**

YES ____ NO ____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES ____ NO ____

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES ____ NO ____

If **no**, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES ____ NO ____

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

Contract Description/Specification No: **Summer Lunch Program/ 24-11637-C**

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Section III

- **** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

CITY OF BERKELEY
Equal Benefits Ordinance Disclosure Form

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor/Vendor (“Contractor”) may be required, during the performance of the contract, to comply with the City’s non-discrimination provisions of the Equal Benefits Ordinance (“EBO”) as set forth in Berkeley Municipal Code, Chapter 13.29. The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include, but are not limited to, health benefits, bereavement leave, family medical leaves, membership and membership discounts, moving expenses, retirement benefits, and travel benefits. A cash equivalent payment is permitted if an employer has taken all reasonable efforts to provide domestic partner’s with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is if the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate \$350,000 or more in annual gross receipts
- Entities which receive a grant agreement of \$100,000 or more

Contractors who are subject to the EBO must certify to the City before execution of the contract by completing form EBO-1 that they are in compliance with the EBO or have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following situations:

- (1) until the first effective date after the first open enrollment process following the contract execution date, not to exceed two years if the Contractor submits evidence of engaging in reasonable efforts to comply with the EBO;
- (2) until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor’s infrastructure, not to exceed three months, unless extended at the discretion of the City Manager; and
- (3) until the expiration of a Contractor’s current collective bargaining agreement(s)

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of B.M.C. Chapter 13.29, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

To be completed by
Contractor/Vendor



**Form EBO-1
CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name:		Vendor No.:	
Address:	City:	State:	ZIP:
Contact Person:		Telephone:	
E-mail Address:		Fax No.:	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
 If "Yes," continue to Question C.
 If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E.
If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No

If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? * Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name (*Sign and Print*): _____ Date: _____

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Contract Description/Specification No: **Summer Lunch Program/ 24-11637-C**

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is _____.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
_____.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to _____, Department of _____, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

Insurance Company

Date: _____ By: _____
Signature of Underwriter's
Authorized Representative

DEBARMENT/SUSPENSION CERTIFICATION

(BEFORE COMPLETING THIS CERTIFICATION, READ THE ATTACHED INSTRUCTIONS)

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). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

The prospective food vendor certifies to the best of its knowledge and belief, that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (e) Where the prospective food vendor is unable to certify to any of the statements in this certification, such prospective food vendor shall attach an explanation to this proposal.

VENDOR NAME
VENDOR OFFICIAL (SIGNATURE)
VENDOR OFFICIALS NAME AND TITLE (PRINT)
TELEPHONE NUMBER
DATE

Instructions for Debarment/Suspension Certification

1. **By signing and submitting this form, the prospective food service vendor is providing the certification set out on the reverse side in accordance with these instructions.**
2. **The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective food service vendor shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective food service vendor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.**
3. **The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective food service vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.**
4. **The prospective food service vendor shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective food service vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
5. **The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.**
6. **The prospective food service vendor agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.**
7. **The prospective food service vendor further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**
8. **A participant in a covered transaction may rely upon a certification of a prospective food service vendor in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non- procurement List. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.**
9. **Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.**
10. **Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.**

GENERAL PROVISIONS
FOR CONTRACTS EXCEEDING \$10,000

The following provisions are applicable only if the contract exceeds \$10,000 or the agency official has determined that the orders under an indefinite quantity contract in any one year will exceed \$10,000, of a facility to be used has been the subject of a conviction under the Clean Air Act (41 USC 1857C-8(c)(1) or the Federal Water Pollution Control Act (33 USC 1319C) and is listed by Environmental Protection Agency, or the contract is not otherwise exempt from these provisions.

The Contractor agrees as follows:

1. Clean Air and Water:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 USC 1857, et seq., as amended by Public Law 91-604) and all requirements adopted pursuant to Division 26 of the California Health and Safety Code, Section 39000, et seq., respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements so specified, and all regulations and guidelines issued thereunder before the award of this contract.

B. To comply with all the requirements of Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et seq., as amended by Public Law 92-500) and all requirements adopted pursuant to the Porter-Cologne Water Quality Control Act (California Water Code, Division 7, Section 13000, et seq.), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in said acts, and all regulations and guidelines issued thereunder before the award of this contract.

C. That no portion of the work required by this contract will be performed at a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

D. To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

E. To insert the substance of the provisions of this clause in any nonexempt subcontract including this paragraph 1(E).

2. Energy Policy and Conservation Act (PL. 94-163):

The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency as contained in the California Administrative Code, Title 24, pursuant to the California State Energy Efficiency Conservation Plan issued in compliance with Public Law 94-163.

**CLEAN AIR AND WATER CERTIFICATION
&
ENERGY POLICY AND CONSERVATION ACT**

This certification is applicable if bid or offer exceeds \$10,000 or the Nutrition Services Division has determined that orders under an indefinite quantity contract in any year will exceed \$10,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.Code s/s 7401 et.seq. (1970) or the Federal Water Pollution Control Act 33 U.S.Code s/s 1251 et seq. (1977) and is listed by EPA, or is not otherwise exempt.

The Contractor Certifies as Follows:

- A. Any facility to be utilized in the performance of this proposed contract Has Has not been listed on the Environmental Protection Agency List of Violating Facilities.
- B. Will promptly notify the Nutrition Services Division, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, and U.S. Environmental Protection Agency, indicating that any facility, which he/she proposes to use for the performance of the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- C. Will include substantially this certification, including this paragraph (c) in every nonexempt subcontract.

Energy Policy and Conservation Act (PL. 94-163):

The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency as contained in the California Administrative Code, Title 24, pursuant to the California State Energy Efficiency Conservation Plan issued in compliance with Public Law 94-163. NAME OF COMPANY

Name of Company		
SIGNATURE OF AUTHORIZED REPRESENTATIVE <input type="checkbox"/>	TITLE	DATE

**SUMMER FOOD SERVICE PROGRAM
MEAL PATTERN**

FOOD COMPONENTS	BREAKFAST	LUNCH OR SUPPER	SNACK¹ (choose two of the four)
Milk Milk, fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ³	1 cup (8 fl. oz.) ²
Vegetable(s) and/or Fruit(s) Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice or An equivalent quantity of any combination vegetables(s), fruit(s), and juice	1/2 cup 1/2 cup (4 fl. oz.)	3/4 cup total ⁴	3/4 cup 3/4 cup (6 fl. oz.)
Grains/Breads⁵ Bread Cornbread, biscuits, rolls, muffins, etc., or Cold dry cereal or Cooked pasta or noodle product or Cooked cereal or cereal grains or an equivalent quantity of any combination of bread/bread alternates	1 slice (.9 oz.) 1 serving 3/4 cup or 1 oz. ⁶ 1/2 cup 1/2 cup	1 slice (.9 oz.) 1 serving 1/2 cup 1/2 cup	1 slice (.9 oz.) 1 serving 3/4 cup or 1 oz. ⁶ 1/2 cup 1/2 cup
Meat/Meat Alternates⁷ Lean meat, poultry, fish or Cheese or Cottage cheese or Eggs or Cooked dry beans, peas, or Peanut butter, soynut butter, seed butters, other nut butters, or Peanuts, soy nuts, tree nuts, seeds, or Yogurt, flavored, plain, sweetened, or An equivalent quantity of any combination of the above meat/meat alternates	(optional) 1 oz. 1 oz. 1/4 cup 1 large egg 1/4 cup 2 Tbsp. 1 oz. ⁷ 1/2 cup (4 fl. oz.) 1 oz. total	2 oz. 2 oz. 1/2 cup 1 large egg 1/2 cup 4 Tbsp. 1 oz. ⁷ 1 cup (8 fl. oz.) 2 oz. total	1 oz. 1 oz. 1/4 cup 1 large egg 1/4 cup 2 Tbsp. 1 oz. ⁷ 1/2 cup (4 fl. oz.) 1 oz. total

SUMMER FOOD SERVICE PROGRAM MEAL PATTERN

MEAL PATTERN DEFINITIONS

- 1 **SNACKS:** Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
- 2 **MILK FOR BREAKFAST:** Serve as a beverage, on cereal, or use part of it for each purpose.
- 3 **MILK FOR LUNCH OR SUPPER:** Served as a beverage.
- 4 **VEGETABLE/FRUIT FOR LUNCH OR SUPPER:** Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- 5 **DEFINITION OF GRAINS/BREADS:** Grain products, pasta, noodles and cereal grains (such as rice, bulgur, oats, wheat or corn grits) shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal including wheat germ, wheat bran, oat bran, etc., shall be whole-grain, enriched or fortified.

A bread serving is considered to be 1 slice of bread equivalent to 25 grams (.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the United States Department of Agriculture (USDA) or the grains/breads chart for Child Nutrition Programs.

- 6 **QUANTITY OF DRY CEREAL:** Use either volume (cup) or weight (oz.) whichever is less, according to the information in the USDA Food Buying Guide.
- 7 **MEAT/MEAT ALTERNATES:** No more than 50 percent of the requirement shall be met with nuts or seeds. Nut or seed butter may satisfy 100 percent of the requirement. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; 1/4 cup of cottage cheese is equal to 1 oz. of meat alternate; 1/2 cup of yogurt is equal to 1 oz. of meat/meat alternate.

For the purpose of this table, a cup means a standard measuring cup.
Indicated endnotes can be found on the back of this page

CERTIFICATION – I certify to provide SFSP sponsors with meals that comply with the SFSP meal pattern requirements set forth in the federal regulations, 7 CFR Part 225.16 and as outlined above. I also understand failure to provide meals that meet the SFSP meal pattern requirements will result in loss of payment from the SFSP sponsor and/or removal from the SFSP Registered Vendors list.

PRINTED NAME OF FOOD SERVICE VENDOR	DATE
SIGNATURE OF FOOD SERVICE VENDOR	DATE



EXHIBIT A

City of Berkeley

Food And Nutrition Policy

Purpose

The purpose of the City of Berkeley Food and Nutrition Policy is to help build a more complete local food system based on sustainable regional agriculture that fosters the local economy and assures that all people of Berkeley have access to healthy, affordable, and culturally appropriate food.

Responsibilities

The City Council recognizes the opportunity to contribute to the conditions in which optimal personal, environmental, social, and economic health can be achieved through a comprehensive food policy. The City Council also recognizes that the sharing of food is a fundamental human experience; a way of nurturing and celebrating diverse cultures, thereby building community and strengthening inter-generational bonds.

Council will direct City staff, in collaboration with the Berkeley Food Policy Council and other community groups, to take the necessary steps within the resources available to work toward the achievement of the Food and Nutrition Policy goals in:

- City of Berkeley programs involving the regular preparation and serving of food and snacks in youth centers, senior centers, summer camp programs, City jail, and other similar programs.
- Food purchased by all City of Berkeley programs and staff for meetings, special events, etc.
- Other City-funded programs and sites interested in voluntary participation in policy implementation.

City staff from the Chronic Disease Prevention Program in the Public Health Division of the Department of Health and Human Services will coordinate the implementation of the Food and Nutrition Policy through the following activities: 1) promoting awareness of the policy and information on implementation strategies; 2) providing technical assistance to City programs working on implementation through collaboration with community groups and agencies such as the Food Policy Council; 3) monitoring implementation and reporting on progress; 4) coordinating outreach and education promoting voluntary participation in policy implementation to City residents, non-profit agencies, government agencies, businesses and other groups.

In addition, Council supports the City's role as a model promoter of healthy food and a sustainable and diverse food system and encourages other public agencies, private sector businesses, and non-profit agencies to adopt relevant portions of the policy.

GOALS

1. Ensure that the food served in City programs shall, within the fiscal resources available:
 - be nutritious, fresh, and reflective of Berkeley's cultural diversity
 - be from regionally grown or processed sources to the maximum extent possible
 - be organic (as defined by the United States Department of Agriculture (USDA) National Organic Program regulations) to the maximum extent possible
 - not come from sources that utilize excessive antibiotics, bovine growth hormones, irradiation, or transgenic modification of organisms until such time as the practice is proven to enhance the local food system

2. Utilize a preventive approach to nutrition-related health problems.
3. Improve the availability of food to Berkeley residents in need.
4. Promote urban agriculture throughout the City.
5. Support regional small scale, sustainable agriculture that is environmentally sound, economically viable, socially responsible, and non-exploitative.
6. Strengthen economic and social linkages between urban consumers and regional small-scale farms.
7. Maximize the preservation of regional farmland and crop diversity.
8. Provide community information so residents may make informed choices about food and nutrition and encourage public participation in the development of policies and programs
9. Coordinate with other cities, counties, state and federal government and other sectors on nutrition and food system issues.

STRATEGIES

A. Local and Regional Food Systems

1. Purchase fresh food from nearby and regional farms, gardens and food processors as a first priority, when
2. affordable, readily available, and when quality standards are maintained.
3. Purchase prepared or processed foods from nearby, small businesses that procure ingredients from regional organic farmers and food processors to the maximum extent possible.
4. Support cooperatives, bartering, buying clubs, local currencies and other non-traditional payment mechanisms for purchasing regionally and sustainably grown food.
5. Join with neighboring “food shed” municipalities, county governments and organizations in the purchase of agricultural conservation easements² in neighboring rural communities where feasible.
6. Promote ecologically sound food cultivation in public and private spaces throughout Berkeley.

B. Equitable Access to Nutritious Food

1. Increase access to affordable fruits, vegetables and healthy foods for all Berkeley residents through support of farmer’s markets, community supported agriculture, produce stands and other farm to neighborhood marketing strategies.
2. Promote neighborhood-based food production, processing, warehousing, distribution, and marketing.
3. Improve public transportation that increases access to food shopping, especially in highly transit dependent communities.
4. Assist low-income residents in accessing available emergency and subsidized food sources.
5. Where feasible, make City-owned kitchen facilities available to community-based groups to provide nutrition education and increased access to healthy foods for residents.

¹ While existing research indicates that food grown and processed utilizing these practices may have risks that are at acceptable levels for human consumption and there are some positive consequences of their use, it is the negative social and ecological consequences of the advancement of such technologies that prompt their exclusion in this policy.

² Purchase of agricultural conservation easement programs compensate property owners for permanently limiting non-agricultural land uses. Selling an easement allows farmers to cash in a percentage of the equity in their land, thus creating a financially competitive alternative to development. After selling an easement, the landowner retains all other rights of ownership, including the right to farm the land, prevent trespass, sell, bequeath or otherwise transfer the land.

C. Public Policy

1. Advocate for food labeling laws, and request that federal and state representatives support legislation that will clearly label food products that have been irradiated, transgenically modified or have been exposed to bovine growth hormones.
2. Promote the use of the Precautionary Principle in agriculture and food issues to ensure the environment is not degraded and Berkeley residents are not exposed to environmental or health hazards in the production and availability of local foods.³
3. Work with media to offset unhealthy eating messages and to promote activities that alter public opinion in ways that will support policy initiatives that promote the public's health.
4. Support state and local initiatives, including research, which provide clear, concise, accurate, culturally appropriate messages about food and healthful eating patterns.
5. Advocate for federal and state programs that increase access to nutritious food for low-income residents.
6. Foster regional food production through support for initiatives that assist nearby farms, gardens, distributors and neighborhood stores.
7. Advocate for local, state and federal actions that support implementation of the City of Berkeley Food and Nutrition Policy.

D. Public Outreach and Education

1. Conduct outreach to a wide range of stakeholders in the food system through support of regular public events such as festivals of regional food, resource guide on the regional food system, publicizing community supported agriculture (CSA) options, and farmer's markets.
2. Provide training to appropriate City staff on basic nutrition, nutrition education, and the benefits of organic and regional sustainable agriculture.
3. Provide accurate, ongoing, and culturally appropriate nutrition education messages to residents that are tailored to their individual needs and that consider the whole health of individuals, including emotional, mental and environmental health as well as social-well-being.
4. Increase resident skills in consumer literacy, reading labels, analyzing conflicting healthy eating and weight loss messages, meal planning, cooking, and shopping for nutritious foods.
5. Conduct citywide culturally specific social marketing activities promoting nutritious food choices.
6. Increase food system literacy among residents on issues such as the environmental and social impact of synthetic biocides (fungicides, pesticides, and herbicides), large-scale industrial farming, and patenting of life forms.
7. Provide training to residents and community groups in backyard, container, and rooftop gardening techniques.
8. Provide information to residents on the impact of open-air propagation of transgenically modified plants and the use of synthetic biocides.
9. Outreach to neighborhood stores to promote the availability of a variety of fresh, affordable regional and organic produce.

³ In contrast to the Risk Management Principle that weighs hypothetical outcomes and determines hypothetical manageability of risk, the Precautionary Principle states that a practice must be proven to be safe in order to be allowed. Where risk is indeterminable and recall is questionable, as in the case of transgenically modified organisms and genetically engineered seeds and substances, the Precautionary Principle is becoming the standard of choice in policy development.

E. Berkeley Food Policy Council

1. The Berkeley Food Policy Council, a community group in existence since May, 1999, consisting of a wide range of Berkeley residents and agency providers and open to all interested persons, shall serve in an advisory capacity to the Department of Health and Human Services and City Council on food issues and provide a forum to discuss food-related topics of concern to the community.
2. The Berkeley Food Policy Council shall meet at least six times a year at hours convenient for public participation.
3. The Berkeley Food Policy Council will provide technical assistance to City programs, staff and community groups in the implementation of this Food and Nutrition Policy and subsequent recommendations.

EXHIBIT B

LOCATIONS WHERE SUMMER LUNCH PROGRAM WILL OPERATE:

Site Name	Site address	Site Supervisor	Days of Service	Type of Meal	Number of Meals	Delivery Time of Meals by Type	Beginning and ending Dates
West Campus	2100 Browning St.	Sunshine Reece	Monday-Friday	Lunch and Snack	100	8am-10am	6/10/24 8/9/24
Frances Albrier	2800 Park St.	Jorge Buendia	Monday-Friday	Lunch and Snack	100	8am-10am	6/10/24 8/9/24
James Kenney Recreation Center	1720 8 th Street	Loren Rasmussen	Monday-Friday	Lunch and Snack	100	8am-10am	6/10/24 8/9/24
Strawberry Creek	1730 Oregon St.	Joaquim Lee	Monday-Friday	Lunch and Snack	50	8am-10am	6/10/24 8/9/24
YAP	1730 Oregon	Jasmine Gunn-Vaca	Monday-Friday	Lunch and Snack	65	8am-10am	6/10/24 8/9/24
Black Repertory Theater	920 Allston Way	Ginsi Bryant	Monday-Friday	Lunch and Snack	50	8am-10am	6/10/24 8/9/24