

**OHIO DEPARTMENT OF EDUCATION  
OFFICE FOR CHILD NUTRITION  
SCHOOL MEAL PROGRAMS**

**INVITATION FOR BID #1516WL  
BREAKTHROUGH CHARTER SCHOOLS**

May 15, 2015

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## OVERVIEW:

### FOOD PROCUREMENT REQUIREMENTS

NSLP food procurement requirements are found in 7CFR Part 210.21.

#### **Procurement Standards, 210.21**

(a) *General.* State agencies and school food authorities shall comply with the requirements of this part and 7 CFR part 3016 or 7 CFR part 3019, as applicable, which implement the applicable Office of Management and Budget Circulars, concerning the procurement of all goods and services with nonprofit school food service account funds.

(b) *Contractual responsibilities.* The standards contained in this part and 7 CFR part 3015, 7 CFR part 3016 and 7 CFR part 3019, as applicable, do not relieve the State agency or school food authority of any contractual responsibilities under its contracts. The State agency or school food authority is the responsible authority, without recourse to FNS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in connection with the Program. This includes, but is not limited to source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violation of law are to be referred to the local, State, or Federal authority that has proper jurisdiction.

(c) *Procedures.* The State agency may elect to follow either the State laws, policies and procedures as authorized by §§ 3016.36(a) and 3016.37(a) of this title, or the procurement standards for other governmental grantees and all governmental subgrantees in accordance with § 3016.36(b) through (i) of this title. Regardless of the option selected, States must ensure that all contracts include any clauses required by Federal statutes and executive orders and that the requirements of § 3016.60(b) and (c) of this title are followed. A school food authority may use its own procurement procedures which reflect applicable State and local laws and regulations, provided that procurements made with nonprofit school food service account funds adhere to the standards set forth in this part and §§ 3016.36(b) through 3016.36(i), 3016.60 and 3019.40 through 3019.48 of this title, as applicable, and in the applicable Office of Management and Budget Circulars. School food authority procedures must include a written code of standards of conduct meeting the minimum standards of § 3016.36(b)(3) or § 3019.42 of this title, as applicable.

(1) *Pre-issuance review requirement.*

The State agency may impose a preissuance review requirement on a school food authority's proposed procurement. The school food authority must make available, upon request by the State agency, its procurement documents, including but not limited to solicitation documents, specifications, evaluation criteria, procurement procedures, proposed contracts and contract terms. School food authorities shall comply with State agency requests for changes to procurement procedures and solicitation and contract documents to ensure that, to the State agency's satisfaction, such procedures and documents reflect applicable procurement and contract requirements and the requirements of this part.

*(2) Prototype solicitation documents and contracts.*

The school food authority must obtain the State agency's prior written approval for any change made to prototype solicitation or contract documents before issuing the revised solicitation documents or execution of the revised contract.

*(3) Prohibited expenditures.*

No expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements of this part.

*(d) Buy American*

*(1) Definition of domestic commodity or product.*

In this paragraph (d), the term 'domestic commodity or product' means—

- An agricultural commodity that is produced in the United States; and
- A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

*(2) Requirement.*

*(i) In general.* Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

*(ii) Limitations.* Paragraph (d)(2)(i) of this section shall apply only to—

- (A) A school food authority located in the contiguous United States; and
- (B) A purchase of domestic commodity or product for the school lunch program under this part.

*(e) Restrictions on the sale of milk.* A school food authority participating in the Program, or a person approved by a school participating in the Program, must not directly or indirectly restrict the sale or marketing of fluid milk (as described in paragraph (m)(1)(ii) of this section) at any time or in any place on school premises or at any school-sponsored event.

*(f) Cost reimbursable contracts*

*(1) Required provisions.* The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such 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;

*(ii)(A)* 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

(B) 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;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) 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. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) 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; and

(vi) 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.

(2) *Prohibited expenditures.* No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

## **OHIO DEPARTMENT OF AGRICULTURE FOOD SAFETY REGISTRATION AND/OR MEAT/POULTRY INSPECTION LICENSE**

As part of the NSLP vending contract for providing food to schools and Residential Child Care Institutions, vendors must have either a Food Safety Registration and/or Meat/Poultry Inspection License from the Ohio Department of Agriculture (ODA). To obtain, vendors need to contact the ODA so the type of registration and/or licensure can be determined and to start the process.

It is important when contacting potential vendors that the NSLP sponsor finds out if the vendor already has the needed registration/license or if they will need to obtain in order to be in compliance with vending requirements.

### **Food Safety Registration**

As per the ORC 3715.041, a facility (food processing establishment) must register with the ODA Division of Food Safety as a food manufacturer if the following criteria are met: they are producing food products on a routine basis for the same customer; these food products are produced at one commercial location but delivered at another location for sale or distribution. This activity cannot be covered under the local health department as a caterer as it is not 'event driven'. The registration renews every January and costs from \$50 to \$300 depending on the square footage of the facility. The main requirement to be in compliance with Good Manufacturing Practices, OAC 901:3-1.

### **Meat/Poultry Inspection License**

Having a Meat/Poultry Inspection License means a vendor is in compliance with Chapter 918 of the ORC and any applicable parts of 9 CFR Parts 300-500. When a vendor has met all requirements for licensure (i.e. a written Sanitation Standard Operating Procedures (SSOP); a written Hazard Analysis and Critical Control Points (HACCP) program; an acceptable commercial facility; acceptable label; etc...) a license will be granted. The license renews each March and costs \$100. Inspection visits are required each day the facility produces amenable meals under the Division of Meat Inspection (DMI). If the vendor produces, delivers and serves the meals at the receiving site, they may qualify for an exemption from the DMI, however, a Food Safety Registration with the Division Food Safety, ODA, will still be required.

### *Exemptions*

Additionally, certain meals are considered non-amenable (or exempt) from Division of Meat Inspection. Exemptions include: closed faced, traditional sandwiches; meals comprised only of cheese/dairy, seafood, or vegetables; and meals that contain less than 2% cooked meat/poultry.

If the following criteria are met, these items are considered exempt from Meat /Poultry Inspection Licensure.

### Sandwiches

1. The sandwich must be closed-faced. This means that a hamburger patty that is not on the bun until it is served would have to be under Meat Inspection. If the hamburger is delivered as a closed-faced sandwich, then it would be exempt, and

2. The sandwich must be packaged and served separately from the meal. This means that if a chicken patty sandwich is on a bun and in the same box (such as in a boxed lunch), the meal would have to be inspected. If the chicken patty sandwiches are delivered, on a closed bun and wrapped separately, or are stacked in a separate pan or serving dish, and the customer picks up the sandwich separately from other menu items, then the meal is exempt.

#### Pizza

1. Prepared, inspected and passed in a cured or cooked form as ready-to-eat (i.e., no further cooking or preparation is necessary) in compliance with the requirements of the Act and these regulations:
  - To be served in public or private nonprofit institutions;
  - Ready-to-eat (i.e., no further cooking or other preparation is needed, except that they may be reheated prior to serving if chilled during transport); and
  - Transported directly to the receiving institution by employees of the preparing firm, receiving institution, or a food service management company contracted to conduct food service at the public or private nonprofit institution, without intervening transfer or storage (from 9 CFR 303.1(2)).

#### **When can the vendor drop & drive and when must they be present to oversee serving of delivered food?**

Vendors with a current Food Safety Registration and Meat/Poultry Inspection License **can** drop off meals/food to the site, drive away and not be present to oversee the serving of the delivered food.

Vendors that have only a current Food Safety Registration **can** drop off meals/food to the site IF the meals contain meat/poultry that is considered exempt (i.e. sandwiches and pizza per above criteria); or meals that contain less than 2% cooked meat/poultry; or if the meals do not contain meat or poultry and are comprised only of cheese/dairy, seafood, or vegetables.

Vendors that have a current Food Safety Registration but don't have a Meat/Poultry Inspection License, **cannot just drop off meals/food at a site and drive away IF the meal contains meat or poultry that is not considered exempt.** The vendor's employees or vendor trained volunteer does not necessarily have to serve the food, but must stay with the food and oversee the serving of the delivered food at the site.

If you have any questions contact the following persons at the Ohio Department of Agriculture:

Jodi Taylor  
Agricultural Inspection Manager  
The Ohio Department of Agriculture  
Division of Meat Inspection  
8995 E. Main St.  
Reynoldsburg, OH 43068  
[taylor@agri.ohio.gov](mailto:taylor@agri.ohio.gov)  
614-728-6364 (office)  
800-282-1955 (toll free)  
1-800-750-0750 (TTY)  
614-728-6434 (fax)

Terry Gerhardt  
Assistant Chief  
The Ohio Department of Agriculture  
Division of Food Safety  
8995 E. Main St.  
Reynoldsburg, OH 43068  
[gerhardt@agri.ohio.gov](mailto:gerhardt@agri.ohio.gov)  
614-728-6250 (office)  
800-282-1955 (toll free)  
1-800-750-0750 (TTY)  
614-644-0720

## GEOGRAPHIC PREFERENCE

Section 4302 of Public Law 110-246, the Food, Conservation, and Energy Act of 2008, amended section 9 (j) of the Richard B. Russell National School Lunch Act (NSLA) to allow institutions receiving funds through the Child Nutrition Programs to apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products. "Unprocessed agricultural products" means only those agricultural products that retain their inherent character. The effects of the following handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different inherent character: cooling, refrigerating, freezing; size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; drying/dehydration; washing; the application of high water pressure or "cold pasteurization"; packaging (such as placing eggs in cartons) and vacuum packing and bagging (such as placing vegetables in bags); butchering livestock, fish and poultry; and the pasteurization of milk.

There is no requirement that sponsors must purchase locally grown and locally raised agricultural products. **There is no requirement that sponsors must apply geographic preference in their procurements of these products.**

### Guidelines about Geographic Preference

- Geographic Preference applies to the unprocessed locally grown or raised agricultural product
- It is irrelevant where the bidder's business is incorporated or location of their place of business. Geographic Preference follows the agricultural product not the location of the bidder.
- Discretion to define the local area for any geographic preference is left to the institution (sponsor) responsible for the procurement contract. The sponsor is also responsible for determining if the Bidder meets the geographic preference criteria in awarding the contract and throughout the contract period. If contractor/vendor fails to meet sponsor's geographic preference criteria during the contract period, documentation must be maintained to provide justification of not renewing the contract or not awarding contract to vendor again if rebid.
- "Local" must not be defined in a way that unnecessarily limits competition

In a nutshell this means the sponsor can provide favor (preference/points) in awarding the contract if the Bidder will follow and meet the geographic preference as defined by the sponsor in the contract.

### Bidder Geographic Preference Worksheet

If the sponsor decides to apply geographic preference to the procurement contract then the Bidder Geographic Preference Worksheet must be completed by the sponsor to determine which Bidder has to lowest and most responsive bid for contract award. The sponsor is to refer each vendor's submitted bid obtain the information in filling in the numbers in columns C, E, G and I in the Bidder Geographic Preference Worksheet. The preference points (0.5¢) are to be used to award preference to bidders willing to comply with the geographic preference criteria. In column J, the sponsor is to subtract 0.5¢ from each meal type/age group submitted Unit Price per Meal quote the sponsor listed in column G. When the total preference unit price per meal for each meal type/age group is calculated then sponsor is to calculate the total meal cost per contract. Remember the application of the preference points

apply only to determining the winning bidder and does not affect the actual unit price per meal that the bidder has submitted (column G) and will paid for meals provided.

Note: If no bidder is able to meet sponsor's geographic preference criteria for procurement, the sponsor will need to send bid packets to more vendors to solicit additional bids or decide to not apply geographic preference to the procurement contract. If the sponsor eliminates geographic preference from the contract then sponsor must contact each bidder who submitted a bid and request re-submission of price schedule if bidder indicates that unit price per meal will change.

## **Background Information on Breakthrough Charter Schools**

Breakthrough Charter Schools (“Breakthrough”) is a nationally recognized network of high-performing, free, non-selective public charter schools in Cleveland, Ohio. Their mission is to develop a growing network of distinctive school options that prepare Cleveland area students for success in life. Their schools have been recognized as the top performing network of charter schools in Cleveland.

Breakthrough was formed in 2010 by four existing successful public charter schools -- Citizens Academy, Entrepreneurship Prep & Village Prep, and The Intergenerational School. Over the past five years, they’ve grown by replicating each of the original school models and by adding Citizens Leadership Academy, a new Expeditionary Learning-based middle school model. Their new Strategic Plan calls for continued growth in order to serve more than 6,000 children across 19 schools by 2019.

What makes Breakthrough unique? Breakthrough offers choices. Their schools offer distinct educational models to their students, families, teachers, and community. **Citizens Schools** are defined by a commitment to academic excellence and responsible citizenship. The K-5 Citizens Academy model provides two hours of daily literacy and math instruction with an integrated citizenship curriculum. The 6-8 Citizens Leadership Academy model continues rigorous academics and prepares leaders of tomorrow through an innovative, project-based Expeditionary Learning curriculum.

**Prep Schools** are defined by a focus on preparation for college in a warm and structured school culture found in many of the nation’s top-performing urban schools. Motivating school-wide routines create a culture where scholars thrive.

The K-4 Village Prep schools focus on reading and math instruction, integrating technology, and feature two teachers in each classroom. The 5-8 Entrepreneurship Prep schools feature a mentorship program, annual trip to Washington DC, and preparation for rigorous college prep high schools.

**Intergenerational Schools** are defined by an innovative academic model that has earned national recognition for its unique, effective approach to education. These K-8 schools organize classes into multi-age clusters that align with children’s developmental stages. Intergenerational Schools create multigenerational learning communities, with senior mentors, to reinforce the philosophy that learning is a lifelong process.

While educationally unique, the Breakthrough schools are built on the shared belief that all children can learn and excel given high expectations and a supportive environment.

**Ohio Department of Education, Office for Child Nutrition, National School Lunch Program**  
**INVITATION FOR BID AND CONTRACT**  
**(Formal Sealed Bid Method of Procurement)**

**Section A:**

This document contains an Invitation for Bid for the furnishing of meals (unitized if applicable) to be served to children participating in the National School Lunch Program (NSLP) established by the United States Department of Agriculture (7CFR Part 210) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the School Food Authority (SFA). *The individual signing as the authorized representative must be authorized to commit the agency to legal and binding agreements.* The state agency does not in any way become a party to any contract between a SFA and a bidder. The SFA has full responsibility for seeing that the terms of the contract are fulfilled. The state agency has no involvement with the enforcement of the contract; however, payment can be denied for all meals received under an invalid contract. It is preferred that the SFA develop procurement contracts that coincide with the NSLP program year of July 1 through June 30 but it is permissible for the contract year to be any twelve month or appropriate period.

<b>SFA</b>		2. Bid Number (if applicable) <b>1516WL</b>		
1. Name of Institution <b>Breakthrough Charter Schools</b> <b>(See next page for complete listing)</b>		3. Bid Due Date <b>May 29, 2015</b> Time: <b>9:00 AM EST</b>		
Street Address <b>10118 Hampden Ave.</b>		4. Bid Opening Date <b>May 29, 2015</b> Time: <b>10:00 AM EST</b>		
City <b>Cleveland</b> State <b>OH</b> Zip <b>44108</b>		Bid Submission and Opening Location <b>10118 Hampden Ave. Cleveland, OH 44108</b>		
Telephone <b>216-456-2086 x1312</b>		5. Contract Commencement Date		
For Information Call <b>Megan Kayser</b>		6. Contract Expiration Date		
7. a. Meal Type	b. Total Estimated No. Vended Meals Per Day	c. Total Est. No. Serving Days per Contract	d. Unit Price	e. Total Price per Contract (b x c x d = e)
Breakfast	<b>Please see next page</b>		\$	\$
Lunch			\$	\$
After School Snack			\$	\$
<b>BIDDER</b> (Complete area highlighted by shading)			8. Total Estimated Amount of Bid \$	
9. Name of Bidder			10. PROMPT PAYMENT DISCOUNT _____ % for payment within _____ days	
Street Address			11. The bidder will have an employee present at the school(s) during the serving of the meal/snack? <input type="checkbox"/> Yes <input type="checkbox"/> No	
City State Zip				

12. Have you attached? (check) \_\_\_ Health Certificate, \_\_\_ Catering License or \_\_\_ Certificate of Meat Inspection

13. Multi School Schools: Indicate School Buildings Bid Covers: \_\_\_ ALL OR List specific school names or locations:

14. By submission of this bid, the bidder certifies that, in the event he receives an award under this solicitation, he shall operate in accordance with all applicable, current program regulations. This contract shall be in effect for one year and may renewed by mutual agreement with options to renew yearly, not to exceed four additional years.

\_\_\_\_\_  
 Signature of Authorized Representative, Bidder (in ink)      Print or Type Signature of Authorized Representative, Bidder

Title \_\_\_\_\_      Date \_\_\_\_\_      Telephone No. \_\_\_\_\_

**ACCEPTANCE OF CONTRACT** –SFA to complete section below upon awarding the contract

Name of SFA:

_____	_____	_____
Signature of SFA Authorized Representative	Title	Date

Listing of Breakthrough Charter Schools for consideration in IFB#1516WL	
Citizens Academy East (CAE)	12523 Woodside Ave. Cleveland, OH 44108
Citizens Leadership Academy (CLA)	9711 Lamont Ave. Cleveland, OH 44106
Lakeshore Intergenerational School (LIS)	18025 Marcella Rd. Cleveland, OH 44119
Near West Intergenerational School (NWIS)	3805 Terrett Ave. Cleveland, OH 44113
The Intergenerational School (TIS)	11327 Shaker Blvd. Ste. 200E Cleveland, OH 44104

**Please factor vendor provided labor for heating and serving meals into pricing below.**

School	Meal Type	Avg. # vended meals per day	Estimated serving days	Unit Price	Total price per contract
CAE	Breakfast	100	173		
CAE	Lunch	292	173		
CAE	Snack	365	173		
CLA	Breakfast	100	175		
CLA	Lunch	250	175		
LIS	Breakfast	51	165		
LIS	Lunch	87	165		
NWIS	Breakfast	42	165		
NWIS	Lunch	163	165		
TIS	Breakfast	83	165		
TIS	Lunch	155	165		

**SECTION B CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND NON-COLLUSION**

**BIDDER:**

- A. By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:
  - 1. The prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition or to any matter relating to such prices with any other bidder or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor;
  - 3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition;
  - 4. The bid of this organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
  
- B. Each person signing this contract on behalf of the bidder certifies that: (INDICATE WHICH IS APPLICABLE)
  - Ø 1. He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, will not participate, in any action contrary to (A)(1) through (A)(4) above.
  - Ø 2. He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(4) above and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(4) above.
  
- C. A Certification of Clean Air and Water Practices must also be completed by any bidder whose bid exceeds \$150,000 in anticipated program payments or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$150,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [42 USC 1856C-8(c)(1)] or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or is not otherwise exempt.
  - 1. Any facility to be utilized in the performance of this contract (check one) \_\_\_\_\_ has \_\_\_\_\_ has not been listed on the Environmental Protection Agency List of Violating Facilities.
  - 2. He/she will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, US Environmental Protection Agency, indicating that any facility which he/she proposed to use for the performance of the contract is under consideration to be listed on the EPA list of violating facilities.
  - 3. He/she will include substantially this certification in every non-exempt subcontract.
  
- D. To the best of my knowledge, this vending organization, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Authorized Representative, Bidder	Title	Date
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**SFA to complete section below after bid opening.**

**SFA:**

In accepting this bid, the SFA certifies that the SFA's officers, employees or agents have not taken any action which may have jeopardized the independence of the bid referred to above. (Accepting a bid does not constitute acceptance of the contract.)

\_\_\_\_\_  
**Signature of Authorized Representative, SFA**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**SECTION B continued**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

**NOTE:** Lower tier participant refers to bidder/vendor

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR 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 with which this transaction originated.

Contracts equal to or greater than the \$150,000 threshold require this signed certification statement from all responsive bidders. Completion of this certification statement is also highly recommended for all contracts under \$150,000.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BIDDER: BEFORE COMPLETING CERTIFICATION BELOW, READ INSTRUCTIONS ON PAGE 3.**

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Signature of Authorized Representative, Bidder**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
2. The certification in this clause is a material representative of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted, if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant 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 with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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.
8. 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 5 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## SECTION C: INSTRUCTIONS TO BIDDERS

### 1. Definitions

As used herein:

- (a) **"Aggregate"** When procurements aggregate (add up) to more than \$150,000 for a School Food Authority (SFA), formal sealed bidding methods must be used to obtain a meal vendor. It is, therefore, important to define an "aggregate procurement" so that state agencies (SAs) and SFAs know when formal methods must be employed and when less formal methods are appropriate. Beyond this, the issue is important in that aggregating and the use of formal procurement methods are widely recognized means of lowering per unit costs and making maximum efficient use of funds.

An aggregate procurement is the sum total of goods or services which can logically be purchased from one vendor during one year (either program or calendar year). As an example, a SFA may be able to project from past years' usage that it will require roughly \$50,000 worth of canned vegetables, \$35,000 worth of canned fruits, and \$40,000 of canned fruit juices during a year. If commercial distributors are available from whom the full range of canned products could be purchased, the SFA should aggregate all its canned goods needs into one bid contract.

The requirement to aggregate goods on a yearly basis applies to all services where annual needs can be anticipated such as all staples, nonperishable foods, nonfood goods and supplies, and items purchased by standing order (such as milk or ice cream). This requirement does not apply, however, in the case of fresh produce, meat, or frozen goods which, due to their perishability and/or rapid market fluctuations, are necessarily purchased more frequently. However, if in the course of purchasing a perishable item on a weekly, monthly, or bi-monthly basis, the perishables aggregate to more than \$150,000 for that period, they too should be formally procured through formal sealed bidding or competitive negotiation.

Please note that any attempt to divide an aggregate procurement unnecessarily is a violation of the intent of Federal procurement regulations and may result in the disallowance of claims for reimbursement. The only exception to this rule is the division of aggregate purchases for the purpose of encouraging the participation of small, minority, or other disadvantaged businesses.

- (b) **"Bid"** means the bidder's offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- (c) **"Bidder"** means a vended/catered meal company submitting a bid in response to the Invitation for Bid.
- (d) **"Contractor"** means a successful bidder who is awarded a contract by a SFA under the USDA National School Lunch Program.
- (e) **"Vendor/Caterer"** in this Invitation for Bid and Contract means any commercial enterprise or nonprofit organization which contracts with the SFA to prepare unitized/catered/vended meals with or without milk.

- (f) **"Invitation for Bid"** referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this program the IFB becomes the contract upon acceptance by the SFA.
- (g) **"Responsive"** For a bid to be considered responsive, it should offer a product which does not substantively deviate from the requirements of the IFB. All terms of the IFB, including price, expected quantities, delivery schedule, and quality must be considered minimum requirements, and any attempt to modify these minimum requirements (e.g., for a bidder to offer twice-a-week delivery rather than the daily delivery required in the IFB) would make the bid non-responsive. Furthermore, any attempt to make the bid price conditional or contingent upon other factors would make the bid non-responsive unless contingent bids had been authorized in the IFB.
- (h) **"Responsibility"** Assessment of a bidder's responsibility should be relatively easy in the case of local bidders and procurement of standard products or services. If a contracting agency anticipates receiving bids from a large number of non-local bidders or if the procurement is for highly complex or technical goods or services, the IFB should probably request that bidders submit with the bids proof of their program stability and/or their ability to provide the products or services required.
- (i) **"SFA"** means the contracting agency which issues this IFB.
- (j) **"Unitized Meal"** means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk. The state agency may approve other exceptions to the unitized meal such as separate hot and cold packs or separate delivery of juice. Bulk food delivery is also allowable.

## 2. Bidders and Submission of Bids

- (a) **All vendors must have either a Food Safety Registration and/or Meat/Poultry Inspection License from the Ohio Department of Agriculture (ODA).**
- (b) **Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.**
- (c) **Bidders must complete the following information in the bid packet:**
  - 1. **Section A, Page 1: Shaded Bidder information: 7 d & e; 8, 9, 10, 11, 12, 13,& 14**
  - 2. **Section B, Page 1 and 2, shaded areas: Signature of Bidder is required along with title and date**
  - 3. **BCS Specifications, Page 4: Cover page**
  - 4. **BCS Specifications, Page 5 – 12: Attachments (including completion of table on pages 7 and 8)**
- (d) **Bidders must submit the following attachments with the completed bid packet.**
  - 1. **A copy of bidder's current catering license**
  - 2. **If applicable, a copy of bidder's current certification of Federal or State meat inspection.**

**(e) All pages of the Invitation for Bid and Contract packet and attachments must be completed. If accepted, this IFB will become the contract. One copy of the signed contract will be sent from the SFA to the successful bidder as a notice of award. One copy is to be marked "original." It will be kept by the SFA and will be the governing document if there is a discrepancy among documents. No changes are allowed in the specifications or general conditions of the bid packet. Erasures must be initialed by the bidder before submitting the packet. Failure to comply with any of the above shall be reason for rejection of the bid.**

### 3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc. must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to the prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uniformed bidders.

### 4. Acknowledgment of Amendments to IFB's

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

### 5. Discounts

Prompt payment discounts offered to the SFA for payment made in less than twenty calendar days will not be considered in evaluating bid offers for award of contract. However, offered discounts of less than twenty days will be accepted if the SFA makes payment within the discount period.

### 6. Multi-school Locations

If the SFA has specified in the Public Notice of Intent to Contract advertisement, the bidder may bid on one or all of the schools listed. The bidder must complete information on Section A, Page 1, number 13, to indicate the schools for which the bid is submitted.

### 7. Bidders Having Interest in More Than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

### 8. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the SFA no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

## 9. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and (s)he cannot secure relief on the plea of error.

## 10. Award of Contract

- (a) The contract will be awarded to that responsive and responsible bidder (see definitions) whose bid conforms to the IFB which will be most advantageous to the SFA, kind and quality of meals, price and other factors considered. Consideration should be given to such matters as vendor integrity, compliance with public policy, record of past performance and financial and technical resources.
- (b) The SFA reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the program and to waive informalities and minor irregularities in bids received.
- (c) The SFA reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.
- (d) SFA reserves the right to accept any bid within 30 days from the date of bid opening.

## 11. Late Bids, Modification of Bids or Withdrawal of Bids

- (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid in response to an IFB requiring receipt of bids by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup> or earlier).
- (b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawals sent either by registered or certified mail is the U.S. Parcel Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Parcel Service.)
- (d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the SFA will be considered at any time it is received and may be accepted.

## 12. Renewal of Contract

(a) **This contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.** For example: A contract signed for program year 2016 (beginning on July 1, 2015) can be renewed for program year 2017, 2018, 2019 and 2020. The SFA would need to complete the formal sealed bid process (IFB) again for program year 2021 (beginning July 1, 2020).

(b) It is recommended that any re-negotiation of price charged to the SFA cannot exceed the Consumer Price Index for all Urban Consumers (CPI-U), U.S. base, for food away from home, as computed and published by the U.S. Department of Labor for the most recent twelve-month period for which CPI data are available.

### 13. Nondiscrimination

The vendor is advised that a complaint can be filed with USDA if he or she believes there was discrimination by the State or institution in the contracting process. In accordance with Federal law and U.S. Department of Agriculture policy, discrimination on the basis of race, color, national origin, sex, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department is prohibited. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

**SECTION D: SCOPE OF SERVICES**

- A. Meal(s) are to be delivered by the contractor in **(insert: bulk or unitized)** **Unitized** form to locations as indicated on Schedule A, attached hereto and made a part hereof, subject to the terms/conditions of this solicitation.
- B. **Meal Preference:** The SFA would like to receive vended meals that **(check one):**  
 \_\_\_\_\_ Consist of hot and/cold meals that contain only meat/protein food items such as sandwiches, pizza or other meat alternatives  
 Consist of hot and/or cold meals that contain meat/protein food items that are not limited to only sandwiches, pizza or other meat alternatives.
- C. Contractor agrees to deliver meals **(insert: inclusive or exclusive)** **INCLUSIVE** of milk to locations listed in Schedule A.
- D. The contractor is to provide the SFA with any special food/diets listed below or on Schedule Band C menu forms. Special foods/diets include **(insert: N/A if none):**

**NO PORK, NO SEAFOOD, NO NUTS OF ANY KIND, LACTOSE FREE MILK FOR STUDENTS WITH ALLERGIES**

- E. SFA requests the following items to be delivered with meals: **(check all that apply)**  
 Condiments    Straws                       Napkins                       Single Service Ware  
 Cups                       Plates                       Saucers                       Bowls  
 Other (list) \_\_\_\_\_
- F. Meals are to be provided by the contractor according to the menus developed by the SFA. At minimum, the portion sizes must meet the required portion/serving sizes as listed in Schedule C. On the chart below, **insert the estimated number of children and or adults to be served on a daily basis for the vended meals.**

<b>GRADE GROUPS</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>After School Snack</b>
Kindergarten – 5th grade	<b>See Section D, Page 2 below</b>		
6 <sup>th</sup> – 8 <sup>th</sup> grade			
9 – 12 <sup>th</sup> grade			
Adults (program staff )			
Total (totals to match vended meal type totals as listed on page 1, 7b of the contract)			

- G. Meals are to be served **(insert: number of serving days)** **FIVE** days a week.
- H. Contractor shall furnish meals as ordered by the SFA during the period of **(insert: contract commencement date and contract expiration date)** **August 1, 2015 – July 31, 2016**
- I. All meals furnished must meet or exceed the minimum food specifications listed in Section D and the U.S. Department of Agriculture requirements set out in Schedule F, attached hereto and made a part hereof.

**GRADE GROUPS**

<b>School</b>	<b>Meal Type</b>	<b>K-5</b>	<b>6-8</b>	<b>TOTAL Avg. # vended meals per day</b>	<b>Estimated serving days</b>
CAE	Breakfast	100	0	100	173
CAE	Lunch	292	0	292	173
CAE	Snack	365	0	365	173
CLA	Breakfast	0	100	100	175
CLA	Lunch	0	250	250	175
LIS	Breakfast	51	0	51	165
LIS	Lunch	87	0	87	165
NWIS	Breakfast	36	6	42	165
NWIS	Lunch	140	23	163	165
TIS	Breakfast	62	21	83	165
TIS	Lunch	80	75	155	165

**SECTION E: UNIT PRICE SCHEDULE INSTRUCTIONS**

1. Bidders are asked to submit prices on Section A, Page 1, Number 7(d) for the specified meal types which meet the food specifications set forth in Schedule C and the meal pattern requirements summarized in Schedule D for the quantities to be delivered to the schools stated in Schedule A or listed on Page 1.

**FOR EXAMPLE**

(a) Meal Type	(b) Estimated No. Vended Meals Per Day	(c) Estimated Number of Serving Days	(d) Unit Price Per Meal	(e) Total Price
Breakfast	<u>29</u>	<u>179</u>	<u>\$ .92</u>	<u>\$ 4,776.00</u>
Lunch (Unitized Meal)	<u>61</u>	<u>179</u>	<u>\$ 1.53</u>	<u>\$ 16,706.00</u>
After School Snack	<u>23</u>	<u>179</u>	<u>\$ .42</u>	<u>\$ 1,880.00</u>
			Total Bid	<u>\$ 23,362.00</u>

- A. If unitized meals will be required, the SFA must indicate so by placing "unitized meals" in parenthesis by the meal type. (column a).
  - B. SFA shall fill the estimated number of meals that will be served each day by meal type during the contract period (column b).
  - C. SFA shall fill in the number of anticipated days that meals will be served during the contract period (column c).
  - D. Bidder shall insert appropriate unit prices for each meal type as indicated by SFA (column d).
  - E. SFA shall calculate total price (column e) by multiplying columns b x c x d.
2. Requirements Contract: Unit Price Schedule
    - A. Bidder shall submit the bid on an "all or none" basis. Except as otherwise provided in the solicitation, if a contract is awarded as a result of this solicitation, it will bind the SFA during the term of the contract to secure all of its needs from the successful bidder and such contract shall

bind the bidder to perform all such work ordered by the SFA at prices specified in the contract. Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the SFA. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

- B. This is a requirement contract for the services specified in the schedule and for the period set forth therein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the SFA's requirements for services set forth in schedule do not result in orders in the amounts or quantities described as "estimated" in the schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.
- C. The SFA may issue orders which provide for delivery to or performance at multiple destinations.

The SFA shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the bidder for services specified in the schedule will be dependent upon the needs and requirements of the SFA.

### 3. Pricing

Pricing shall be based on the menus developed by the SFA and listed in Schedule B. All bidders must submit bids on the same menu cycle provided by the SFA. After the contract is awarded, deviation from this menu cycle shall be permitted only upon authorization of the SFA. The Bid unit price must include price of food (including special foods/diets), milk (if applicable), packaging, transportation/fuel, and all other related costs (e.g., condiments, utensils, etc.). There shall be no separate charge for transportation, fuel or delivery. The contractor shall bill the SFA for creditable meals, snacks, or extra milks delivered at the unit prices listed in Section A, page 1, 7d of the contract.

- a. **SFA: Indicate billing period (weekly, bi-weekly or monthly):** MONTHLY
- b. **SFA: Indicate payment due date: Payment is due** THIRTY **days after receipt of invoice OR on the \_\_\_\_\_ (date) of each month.**
- c. **No increases in price over the original bid will be considered until** TWELVE **months after the effective date (commencement date listed on Page 1, #5) of this contract. Subsequent increases or decreases in price shall be determined by and/or allowed (list conditions):** in accordance with change to in the United States Consumer Price Index over the preceeding (12) months, not to exceed 2%.

### 4. Evaluation of Bidders

Each bidder will be evaluated on the following factors:

- a. Ability to provide the kind of meals regarding meat/protein presentation and nutritional quality preferred by the SFA.
- b. Financial capability to perform a contract of the scope required.

- c. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable state and local health, safety, and sanitation standards.
- d. Previous experience of the bidder in performing services similar in nature and scope.
- e. Other factors such as transportation capability, sanitation and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not considered for award.

#### 5. Unit Prices

The Unit Prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and any delivery cost to the designated schools. There shall be no separate charge for transportation, fuel or delivery. Unit prices shall include taxes but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the SFA.

#### 6. Meal Orders

SFA will order meals on (insert: day of week) **TUESDAY** 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 school and each type of meal.

The SFA reserves the right to increase or decrease the daily number of meals ordered on a (insert: number of hours) **48** hour notice or less if mutually agreed upon between the parties to this contract.

#### 7. Menu Cycle Change Procedure

Meals will be delivered on a daily basis in accordance with the menu cycle (cycle not to be less than 10 days) developed by the SFA. Deviation from the delivery cycle shall be permitted only upon authorization of the SFA. Menu changes may be made when mutually agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he shall notify the SFA immediately so substitutions can be agreed upon. The SFA reserves the right to suggest menu changes within the contractor's suggested food cost periodically throughout the contract period.

#### 8. Noncompliance

The SFA reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. **The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications.** The SFA reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The SFA or agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

## 9. Specifications

### A. Packaging

1. Hot Meal Unit - Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of nontoxic material, and be capable of withstanding temperatures of 400 degrees (204 C) or higher.
2. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and nontoxic.
3. Cartons - Each carton to be labeled. Label to include:
  - a. Processor's name and address (plant)
  - b. Item identity, meal type
  - c. Date of production
  - d. Quantity of individual units per carton

### B. Food Preparation

**Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.**

### C. Food Specifications

Bids are to be based on the menu cycle (at least a 10 day cycle) developed by the SFA and listed in Schedule C. Menus must meet the meal pattern requirements regarding the food components and minimum portions specified by the U.S. Department of Agriculture for each meal as listed in Schedule F of this contract.

All foods must meet the minimum food specifications and quality standards as listed in Schedule D.

All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a U.S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

Product Specifications: Milk and milk products are defined as "...fluid types of pasteurized unflavored low fat (1%) milk, or fat free milk, or flavored fat free milk or cultured unflavored low fat (1%) or fat free buttermilk which meet state and local standards for such milk. All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with state and local standards for such milk." Milk delivered hereunder shall conform to these specifications. At both breakfast and lunch service, a variety of milk must be offered. A variety can mean two different flavors or two different milk fats or a combination of these.

**SECTION F: GENERAL CONDITIONS**

1. Delivery Requirements

- A. Delivery shall be made by the contractor to each school in accordance with the order from the SFA.
- B. The contractor will deliver the ordered meals as checked below or in a manner that is mutually agreed upon between the parties of this contract to each school as listed in Schedule A. **SFA check all that apply:**

<b>Refrigerated truck(s)</b>	<input checked="" type="checkbox"/>
<b>Insulated containers with ice (cold foods)</b>	<input type="checkbox"/>
<b>Insulated containers without ice (hot foods)</b>	<input type="checkbox"/>
<b>Heated units/ovens</b>	<input type="checkbox"/>

- C. **Delivery Preference of SFA:** The SFA would like to have the bidder: (SFA check):
  - Deliver meals and have an employee of the bidder serve the meals
  - Deliver meals and have an employee of the bidder be present while the meals are served by SFA
  - Deliver meals and not have an employee be present while the meals are served by the SFA
- D. Meals are to be daily delivered, unloaded, and placed in the designated school by the contractor's personnel at each of the locations and times listed in Schedule A.
- E. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes.
- F. The SFA reserves the right to add or delete school buildings by amendment of the initial list of approved schools in Schedule A. Deletion or addition of schools will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting schools shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that school. Otherwise, there shall not any separate charge for transportation, fuel or delivery. All costs are to be included in the Unit Price.

2. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging in addition to the quality of products.

3. Recordkeeping

- A. Delivery tickets must be prepared by the contractor at a minimum in triplicate: one for the contractor, one for the school personnel and one for the SFA. For each school, delivery tickets must be itemized for each meal type to show the number of unitized meals or food items delivered or the total amount of bulk food delivered, total number of servings sent and serving size. Designees of the SFA at each school will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the SFA only if signed by the SFA's designee at the school.
- B. The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims. Advance menus shall be submitted to the SFA monthly. Food production records or food specifications shall be submitted to the SFA upon request.

- C. The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the state agency, representatives of the U.S. Department of Agriculture, the SFA and the Comptroller General of the United States at any reasonable time and place.

#### 4. Method of Payment

The contractor shall submit its itemized invoice(s) to the SFA. Each invoice shall give a detailed breakdown of the number of meals and if applicable the amount of milk delivered at each school during the specified billing period.

Payment will be made at the unit price specified in the contract.

**No payment shall be made unless the required delivery receipts were provided by the contractor and were signed by the representative of the SFA.**

**The contractor shall be paid by the SFA for all meals delivered in accordance with this contract and USDA/NSLP regulations. However, the Department of Agriculture nor the state agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the SFA that are eligible for reimbursement.**

#### 5. Inspection of Facility

- A. The SFA, the state agency 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.
- B. The contractor's facilities shall be subject to periodic inspections by U.S.D.A., state and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations. **All vendors must have either a Food Safety Registration and/or Meat/Poultry Inspection License from the Ohio Department of Agriculture (ODA).**
- C. The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

#### 6. Insurance

The contractor shall maintain in force all insurance coverage required by the appropriate state or local licensing authority.

#### 7. Availability of Funds

The SFA shall have the option to cancel this contract if the Federal Government withdraws funds to support the National School Lunch Program. It is further understood that, in the event of cancellation of the contract, the SFA shall be responsible for meals that have been assembled and delivered in accordance with this contract. It is permissible for the contract year to be any twelve-month period. **If the contract crosses program years, federal funding under contract beyond the National School Lunch Program program year is subject to availability of funds.**

## 8. Number of Meals and Delivery Times

The contractor must provide the quantity of meals ordered. Meals will be inspected and counted at all schools before meals are accepted by school personnel. Damaged or incomplete meals will not be included when the number of delivered meals is determined.

## 9. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the SFA by telephone, text, email or in person of the following: (1) the impossibility of on-time delivery, (2) the circumstance(s) precluding delivery, and (3) a statement of whether or not succeeding deliveries will be affected. **No payments will be made for deliveries that arrive later than the beginning of the meal service which is (insert beginning time of meal(s) to be vended): Refer to schedule A for delivery time by school; no payment will be made for deliveries that arrive 30 minutes or more past specified delivery time.**

Emergency circumstances at the school precluding utilization of meals are the concern of the SFA. The SFA may cancel orders provided it gives the contractor at least 48 hours notice or time agreed upon by both parties. Adjustments for emergency situations affecting the vendor's ability to deliver meals, or SFA's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the SFA.

## 10. Termination

- A. The SFA reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The SFA shall notify the contractor of specific instances of noncompliance in writing.
- B. In instances where the vendor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the SFA shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damage incurred by the SFA.
- C. The SFA may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the SFA that gratuities in the form of entertainment, gifts, etc. were offered or given by the contractor to any officer or employee of the SFA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract, provided that the existence of the facts upon which the SFA makes such findings shall be an issue and may be reviewed in any competent court.
- D. In the event this contract is terminated as provided in paragraph (B) hereof, the SFA shall be entitled (1) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the vendor, and (2) as a penalty in addition to any other damages in an amount which shall not be less than three or more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- E. Both the contractor and the SFA reserve the right to cancel this contract upon written notice for causes from conditions and circumstances beyond the reasonable control of the parties or, with mutual agreement, upon 60 days after written notice is delivered to either party by the other.
- F. The rights and remedies of the SFA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## 11. Subcontracts and Assignments

The contractor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the SFA, his(her) contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the SFA as principal for the performance of all his obligations under this contract.

## SECTION G: GENERAL PROVISIONS

### Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor [41 CFR ch. 60].)

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or training, including apprenticeship. The contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor (or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders).
- (f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### Clean Air and Water

(Applicable only if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 USC 1857c-8(c)(1)] or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.

(a) The contractor agrees as follows:

- (1) 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 Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
- (2) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency 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.
- (3) 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.
- (4) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).

(b) The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (41 USC 1857 et. seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et. seq., as amended by Public Law 92-500).

- (3) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order No. 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d) respectively of the Air Act [42 USC 1857 c-6(c)(d)], an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].
- (4) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 USC 1342), or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 USC 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or schools of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or school of operations contains or includes more than one building, plant, installation, or structure, the entire location or school shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

#### Energy Policy and Conservation Act (P.L. 94-163)

The contractor shall meet mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**INVITATION FOR BID SCHEDULE A \* SCHOOLS TO BE VENDED - SY 2016**

(1 and 2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Name, Address and Telephone Number of School(s)	Authorized Designee at School	Type of Meal(s)	Bulk or Unitized Delivery	Number of Meals	Holding Facilities (Yes/No)	Delivery Time(s) for Each Vended Meal	Beg/End Dates of NSLP Operation at School
Citizens Academy East (CAE) 12523 Woodside Ave. Cleveland, OH 44108 216-367-9392	Rick Powers	Breakfast Lunch Snack	Unitized	B = 100 L = 292 S = 365	Yes	8:00 AM B = prior day L = same day	8/17/15 through 5/26/16
Citizens Leadership Academy (CLA) 9711 Lamont Ave. Cleveland, OH 44106 216-229-8185	Davis Karousis	Breakfast Lunch	Unitized	B = 100 L = 250	Yes	9:00 AM B = prior day L = same day	8/17/15 through 5/27/16
Lakeshore Intergenerational School (LIS) 18025 Marcella Rd. Cleveland, OH 44119 216-586-3872	Danae Brown	Breakfast Lunch	Unitized	B = 51 L = 87	Yes	9:30 AM B = prior day L = same day	8/13/15 through 5/27/16
Near West Intergenerational School (NWIS) 3805 Terrett Ave. Cleveland, OH 44113 216-961-4308	Stephanie McDonnell	Breakfast Lunch	Unitized	B = 42 L = 163	Yes	9:30 AM B = prior day L = same day	8/13/15 through 5/27/16
The Intergenerational School (TIS) 11327 Shaker Blvd. Ste. 200E Cleveland, OH 44104 216-721-0120	Sarah Wiersma	Breakfast Lunch	Unitized	B = 83 L = 155	Yes	10:00 AM B = prior day L = same day	8/13/15 through 5/27/16

**NOTE TO VENDOR: additional Breakthrough schools may be added for duration of contract as necessary.**

## SCHEDULE B \* MENU CYCLE DEVELOPED BY SFA

### Menu Requirements

1. SFAs are to include in the bid packet at least a 10 day cycle of menus for all meal types that are to be vended under this contract. Refer to page Section A, page 1, 7 a, or Section D, page 2 (Scope of Services) of this contract for vended meal types.
  - Menu cycle may be for a longer time period, for example a 4 week or 6 week cycle. Copy menu forms included in bid packet as needed.
2. Menus are to be planned to meet the scope of services as listed on page 8, Section D of this contract and summarized below:
  - A. Bulk or unitized
  - B. Meal preference regarding meat/protein food items: Plan menus that are in agreement with your selected meal preference choice on contract page 8, Scope of Services, Item B.
  - C. Inclusive or exclusive of milk delivery
  - D. Special foods/diets
  - E. Condiments and nonfood items
  - F. Meal types and number of meals per age group
  - G. Number of serving days per week
  - H. Contract commencement and expiration date
  - I. Meal Delivery Preference: Plan menus that are compatible with your selected meal delivery preference on page 12, General Conditions, item C.
3. Menus are to meet NSLP Meal Pattern requirements as listed in Schedule D for the meals to be vended under this contract.
4. **MENU FORMS: The SFA MUST use the appropriate NSLP prototype menu forms that are included in Schedule C.**
  - These prototype menu forms already list the required minimum portion sizes
  - Each meal type needs to be listed separately on the menu form.
  - If you want items such as processed breaded meat products (that is: fish sticks, chicken or fish nuggets, chicken patties, fish patties, etc) to count for the meat and the bread requirement in the lunch or supper meal then indicate that you want the product to have a Child Nutrition Label by listing (CN) next to the item.
  - Be very specific and descriptive in specifying food items. For instance: list the type of cereal (Cheerios), the kind of juice (orange), the type of fruit (bananas), the type of veggies (celery sticks). For any meat item that is to be served as a sandwich, don't forget to list the bun. For instance, list hamburger pattie and bun instead of just saying hamburger.

- Be sure to list any condiments needed for the meal.
- If milk is excluded from your bid (see Scope of Services, Section D, page 1) then do not list it on your menu.
- NSLP prototype menu forms are to be copied as needed.

SCHEDULE C

Ohio NSLP Weekly Menu for Children (5-Day) – Developed by SFA (Week 1)

Type	Component	Minimum Serving			Date:	Date:	Date:	Date:	Date:
Breakfast***		Grades K-12			Mon.	Tues.	Wed.	Thurs.	Fri.
	Milk, fluid	1 cup			1% white milk or fat free flavored milk	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk
	100% Juice, fruit or vegetable	1 cup			100% orange juice, fresh apple	100% grape juice, Craisins	100% orange juice, applesauce cup	100% apple juice, Fresh orange	100 % orange juice, fresh apple
	Grains/Breads* AND/OR Grain and Meat/ Meat Alternate	Two ounces of Grain/Bread OR one servings of Grains/Breads and 1 ounce Meat/ Meat Alternate			Blueberry muffin with margarine spread	Apple cinnamon cheerios	Egg and cheese sandwich on English muffin	Chocolate chip pancakes, syrup cup	Strawberry oatmeal bar, Cheddar cheese
Lunch		Grades K-5	Grades 6-8	Grades 9-12					
	Meat or meat alternate (ounce equivalent)	1 daily, 8 weekly	1 daily, 9 weekly	2 daily, 10 weekly	Meatballs	Turkey pepperoni	Chicken tenders with barbeque sauce	Hamburger with American cheese, ketchup, mustard, pickle chip	Chicken patty with light mayonnaise
	Grains (ounce equivalent)*	1 daily, 8 weekly	1 daily, 8 weekly	2 daily, 10 weekly	Pasta with marinara sauce	Pizza	Whole wheat wrap	Hamburger bun	Hamburger bun
	Fruit	½ cup	½ cup	1 cup	Fresh orange	Fresh banana	Fresh pear	Fresh peach	Fresh apple
	Vegetable**	¾ cup	¾ cup	1 cup	Broccoli	Carrots with ranch dressing dip	Corn nibblets (3/4c), peas (1/2c)	Baked beans (3/4c), tator tots (1/2c)	Romaine salad, Italian dressing
	Milk, fluid	1 cup	1 cup	1 cup	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk
<b>After School Snack (must serve at least two different food groups)</b>									
Milk, Fluid Vegetable, Fruit or 100% Vegetable or Fruit Juice Bread or Bread Alternate  Meat or Meat Alternates		1 cup 3/4 cup 1serving  1 oz.							

# Ohio NSLP Weekly Menu for Children (5-Day) – Developed by SFA (Week 2)

Type	Component	Minimum Serving			Date:	Date:	Date:	Date:	Date:
<b>Breakfast***</b>		<b>Grades K-12</b>			<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>
	Milk, fluid	1 cup			1% white milk or fat free flavored milk	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk
	100% Juice, fruit or vegetable	1 cup			100% grape juice, fresh pear	100% orange juice, fresh banana	100% orange juice, applesauce cup	100% apple juice, Orange	100 % orange juice, fresh apple
	Grains/Breads* AND/OR Grain and Meat/ Meat Alternate	Two ounces of Grain/Bread OR one servings of Grains/Breads and 1 ounce Meat/ Meat Alternate			Cinnamon raisin bagel, low fat cream cheese spread	Low fat blueberry yogurt cup, goldfish crackers	French toast sticks, syrup cup	Brown sugar & cinnamon hot oatmeal, mozzarella string cheese	Nutrigrain bar, low fat vanilla yogurt cup
<b>Lunch</b>		<b>Grades K-5</b>	<b>Grades 6-8</b>	<b>Grades 9-12</b>					
	Meat or meat alternate (ounce equivalent)	1 daily, 8 weekly	1 daily, 9 weekly	2 daily, 10 weekly	Corn dog, ketchup, mustard	Salisbury steak, beef gravy	Soft ground turkey taco, tomato salsa, shredded cheddar cheese	Sloppy joe (ground beef, tomato sauce)	Pepperoni (on pizza)
	Grains (ounce equivalent)*	1 daily, 8 weekly	1 daily, 8 weekly	2 daily, 10 weekly	Corn dog (breading)	Dinner roll	Brown rice, soft taco shell	Hamburger bun	Cheese pizza
	Fruit	½ cup	½ cup	1 cup	Fresh orange	Fresh apple	Fresh pear	Fresh banana	Fresh orange
	Vegetable**	¾ cup	¾ cup	1 cup	Corn nibblets (3/4c), Peas (1/2c)	Diced carrots	Black beans	Tater tots(3/4c), Corn Nibblets (1/2c)	Broccoli
	Milk, fluid	1 cup	1 cup	1 cup	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk	1% white milk or fat free flavored milk
<b>After School Snack (must serve at least two different food groups)</b>									
Milk, Fluid Vegetable, Fruit or 100% Vegetable or Fruit Juice Bread or Bread Alternate Meat or Meat Alternates		1 cup 3/4 cup 1 serving 1 oz.			/	/	/	/	/

\* In SY 2014-2015, SFAs must follow the ounce equivalent crediting method for grains and all of the grain credited in both breakfast and lunch must be Whole Grain Rich. \*\* Vegetable offerings must meet the vegetable subgroup requirements as specified in the US Department of Agriculture Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan 2012 . \*\*\* The meal pattern for breakfast has changed for SY 2014-2015.

**SCHEDULE D**  
**Ohio Department of Education – Office for Child Nutrition**  
**National School Lunch Program**

**VENDING FOOD SPECIFICATIONS**

All foods used shall be in conformance with NSLP guidelines for menu planning and the following minimum specifications:

**MEATS**

Only those meats or meat products which are slaughtered, processed and manufactured in plants participating in the U.S. Department of Agriculture inspection program can be used. Meats and meat products must bear the appropriate inspection seals. All meat and meat products must be sound, sanitary and free of objectionable odors and signs of deterioration on delivery. Meats that are dry heat cooked, use USDA Choice Grade. Meats cooked with moist heat, use USDA Good Grade or better.

**GROUND BEEF/PORK**

Maximum 26% fat content.

**PROCESSED MEATS**

Processed meats such as frankfurters, bologna, knockwurst and vienna sausage that are all meat or have alternate protein products as the only added binder/extender.

**PRE-PORTIONED MEAT ENTREES**

Commercially prepared products such as breaded chicken or fish, meatballs or patties, etc. must have a Child Nutrition (CN) label indicating that the product has been reviewed by the USDA Child Nutrition Labeling Program and that its contribution to the meal pattern requirements has been determined OR a product analysis sheet signed by an official of the manufacturer stating the amount of cooked lean meat/meat alternate in the product per serving is on file and available upon request.

**POULTRY AND SEAFOOD**

When served as whole pieces, must be U.S. Grade A.

**MILK**

Pasteurized, homogenized fluid milk; unflavored must be low fat (1%) or fat free (skim), flavored fat free (skim) or plain cultured buttermilk (1% milk fat or less). All milk is to contain vitamin A and D at the levels specified by the Food and Drug Administration and consistent with state and local standards for such milk.

**CHEESE**

U.S. Grade A.

**EGGS**

U.S. Grade A. All eggs must be free from cracks. Dried, liquid or frozen eggs shall be pasteurized.

### **FRUITS AND VEGETABLES**

Fresh produce should be of good quality (U.S. No. 1) relatively free of bruises and defects. Commercially canned fruits packed in it's own juice, water, juice or light syrup and be U.S. Grade B (Choice) or better. Canned juices shall be 100% juice, U.S. Grade A. Commercially canned or frozen vegetables, U.S. Grade B (Choice) or better.

### **GRAINS/BREADS**

Grains/breads are creditable when the products are whole-grain, bran, germ or enriched or made with whole-grain, bran, germ and/or enriched meal or flour. If it is a cereal, the product must be whole-grain, bran, germ, enriched, or fortified. If the product is enriched, the item must meet the Food and Drug Administration's Standards of Identity for enriched bread, macaroni and noodle products, rice, cornmeal or corn grits. The grains/breads item must contain enriched flour, bran, germ and/or whole-grain as specified on the label or according to the recipe or must be enriched in preparation or processing and labeled "enriched." All of all grains credited in the breakfast and lunch programs must be Whole Grain Rich in 2014-2015.

**NOTE:** All foods provided to fill the NSLP meal pattern food component requirements must meet Program standards as set forth in USDA guidance and "A MENU PLANNER FOR HEALTHY SCHOOL MEALS", a resource manual for the NSLP, and any additions or amendments thereto.

## **SCHEDULE E \* ALTERNATE PROTEIN PRODUCTS**

### *A. What Are the Criteria for Alternate Protein Products Used in the National School Lunch Program?*

1. An alternate protein product used in meals planned under the food-based menu planning approaches in § 210.10(k), must meet all of the criteria in this section.
2. An alternate protein product whether used alone or in combination with meat or other meat alternates must meet the following criteria:
  - a. The alternate protein product must be processed so that some portion of the nonprotein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.
  - b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).
  - c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. (“When hydrated or formulated” refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors or any other substances which have been added).
  - d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A2. a through c of this appendix.
  - e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.
  - f. For an alternate protein product mix, manufacturers should provide information on:
    - (1) the amount by weight of dry alternate protein product in the package; (2) hydration instructions; and (3) instructions on how to combine the mix with meat or other meat alternates.

### *B. How Are Alternate Protein Products Used in the National School Lunch Program?*

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in § 210.10.
2. The following terms and conditions apply:
  - a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.
  - b. Alternate protein products may be used in the dry form (nonhydrated), partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

### *C. How Are Commercially Prepared Products Used in the National School Lunch Program?*

Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate product combined with alternate protein products or use a commercially prepared product that contains only alternate protein products.

Source: USDA FNS National School Lunch Program Regulations 7 CFR 210, Appendix A Part II

**SCHEDULE F:**

**Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Jan. 2012)**

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 <sup>a</sup>	Grades 6-8 <sup>a</sup>	Grades 9-12 <sup>a</sup>	Grades K-5	Grades 6-8	Grades 9-12
<b>Meal Pattern</b>	<b>Amount of Food<sup>b</sup> Per Week (Minimum Per Day)</b>					
Fruits (cups) <sup>c,d</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) <sup>c,d</sup>	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green <sup>f</sup>	0	0	0	½	½	½
Red/Orange <sup>f</sup>	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) <sup>f</sup>	0	0	0	½	½	½
Starchy <sup>f</sup>	0	0	0	½	½	½
Other <sup>f,g</sup>	0	0	0	½	½	¾
Additional Veg to Reach Total <sup>h</sup>	0	0	0	1	1	1½
Grains (oz eq) <sup>i</sup>	7-10 (1) <sup>j</sup>	8-10 (1) <sup>j</sup>	9-10 (1) <sup>j</sup>	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 <sup>k</sup>	0 <sup>k</sup>	0 <sup>k</sup>	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <sup>l</sup>	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>						
Min-max calories (kcal) <sup>m,n,o</sup>	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) <sup>n,o</sup>	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) <sup>n, p</sup>	< 430	< 470	< 500	< 640	< 710	< 740
Trans fat <sup>n,o</sup>	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

<sup>a</sup> In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

<sup>b</sup> Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ½ cup.

<sup>c</sup> One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

<sup>d</sup> For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).

<sup>e</sup> The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).

<sup>f</sup> Larger amounts of these vegetables may be served.

<sup>g</sup> This category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

<sup>h</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>i</sup> At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).

<sup>j</sup> In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

<sup>k</sup> There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

<sup>l</sup> Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

<sup>m</sup> The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

<sup>n</sup> Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

<sup>o</sup> In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).

<sup>p</sup> Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast

## After School Snack Meal Pattern

### 7CFR Part 210.10(n)

COMPONENTS (Select Two Different Components From The Four Listed)	AGES 1 and 2	AGES 3 through 5	AGES 6 through 12 <sup>1</sup>
<b>MILK</b> Milk, fluid	1/2 cup	1/2 cup	1 cup
<b>VEGETABLES and FRUITS</b> Vegetable(s) <b>and/or</b> fruit(s) <b>or</b> full-strength fruit or vegetable juice <b>or</b> An equivalent quantity of any combination of these foods <b>(Juice may not be served when milk is served as the only other component)</b>	1/2 cup	1/2 cup	3/4 cup
<b>GRAINS and BREADS<sup>2</sup></b> Bread <b>or</b> Cornbread, biscuits, rolls, muffins, etc. <b>or</b> Cold dry cereal <sup>3</sup> <b>or</b> Hot cooked cereal <b>or</b> Cooked pasta or noodle products <b>or</b> Cooked cereal grains or an equivalent quantity of any combination of the above grain and bread products	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup 1/2 cup
<b>MEAT and MEAT ALTERNATES</b> Lean meat or poultry or fish <sup>4</sup> <b>or</b> Alternate protein products <sup>5</sup> Cheese <b>or</b> Eggs <b>or</b> Cooked dry beans or peas <b>or</b> Peanut butter or soy nut butter or other nut or seed butters <b>or</b> Peanuts or soy nuts or tree nuts or seeds <sup>6</sup> <b>or</b> Yogurt <sup>7</sup> , plain or sweetened and flavored <b>or</b> An equivalent quantity of any combination of the above meat and meat alternates	1/2 oz. 1/2 oz. 1/2 oz. 1/2 large egg 1/8 cup 1 Tbsp.  1/2 oz. 2 oz. or 1/4 cup	1/2 oz. 1/2 oz. 1/2 oz. 1/2 large egg 1/8 cup 1 Tbsp.  1/2 oz. 2 oz. or 1/4 cup	1 oz. 1 oz. 1 oz. 1/2 large egg 1/4 cup 2 Tbsp.  1 oz. 4 oz. or 1/2 cup

<sup>1</sup>USDA *recommends* that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.

<sup>2</sup>Grains/Breads must be whole-grain or enriched, or made from whole-grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole-grain, enriched or fortified.

<sup>3</sup>Either volume (cup) or weight (ounce), whichever is less.

<sup>4</sup>A serving consists of the edible portion of cooked lean meat or poultry or fish.

<sup>5</sup>Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.

<sup>6</sup>Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

<sup>7</sup>Yogurt may be plain or flavored, unsweetened, or sweetened – commercially prepared.

**BREAKTHROUGH CHARTER SCHOOLS INVITATION FOR BID #1516WL  
SPECIAL REQUIREMENTS/INSTRUCTIONS**

**VENDOR INSTRUCTIONS:**

Responses to this IFB must be formatted as follows. Responses not formatted with these sections clearly labeled may be deemed non-responsive to this IFB.

All bids must be typed on standard 8.5 x 11 paper and organized in the following order for consistency and ease of review:

**Section I:**

- Offer Cover Sheet (Page 4 below, completed)
- Title Page (completed)
- Signed addenda, if any

**Section II:**

**Bidder's information:**

- a) Attachment A—Bid Questionnaire
- b) Attachment B – Proof of Insurance or Bonding
- c) Attachment C —Financial Statement
- d) Attachment D – Reference sheet

**Section III:**

**Narrative to include:**

- a) Brief introduction and history of organization; and
- b) Any information the bidder wishes to provide that is not included in answers to the Questionnaire.

All bids must be received by **9:00 AM EST on May 29, 2015**. Bids must be mailed or delivered to the offices of Breakthrough Charter Schools, located at 10118 Hampden Ave. Cleveland, OH 44108. **No facsimiles or e-mails will be accepted.**

**All bid packages must be clearly marked with the Bidders' name and address. It is the schools' preference that the total bid package not exceed 150 pages, and that the Bidder's Information (Section II) and Narrative (Section III) not exceed 50 pages.**

School and Breakthrough Support Staff will review the bids received to determine if they are responsive. For bids to be considered responsive and to be evaluated for selection, the following requirements must be met:

1. The bids must have been submitted by the due date and time.

2. The bids must be complete with the original signatures.
3. The bids must be for the specific services requested and described in the IFB Packet.
4. The bids must be submitted in the format described in the IFB Packet.
5. One original (in blue ink and marked original) and three copies must be submitted.

All bids will be screened for inclusion of all required information prior to release to the evaluation team. Any non-responsive bid or portion of a bid may be excluded from further consideration for contract award.

**SELECTION CRITERIA**

In evaluating the bids submitted, the evaluation team will apply the “Best Value” process in selecting the vendor to be awarded a contract for this project. **Purchase price is not the only criteria that will be used in the evaluation process.**

Bids will be evaluated and selected on the basis of the following criteria (refer to Attachment A below for more information):

Qualification
Cost (labor must be included in unit prices)
Compliance with desired criteria
Vendor financial stability
Reference feedback

All bids must be valid for a minimum period of one hundred-twenty (120) days from the due date of this IFB. Bidders shall furnish such additional information as reasonably requested.

All costs associated with the project must be enumerated in the bid. Any costs associated with the project not explicitly enumerated and discussed in the bid will not be honored. Contract prices and terms are to remain firm through project completion. The Vendor shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered.

Bidders are strongly encouraged to offer pricing that is aligned to the student meal reimbursement rates for breakfast, lunch, and snacks; complete with price structures that reflect potential variations in reimbursement rates. We reserve the right to contact references from the Vendor’s client list, or any other persons considered relevant by the Breakthrough Schools.

**Vendor must be able to meet all ODE requirements of the 6-Cents Certification program.**

**EXPECTATIONS OF VENDOR PROVIDED FOOD SERVICE WORKER**

The following duties are expected of vendor provided food service employee:

1. Hours of service are 6:45 AM – 1:00 PM or 7:00 AM to 2PM (depends upon school)
2. Assemble, heat, and serve breakfast and lunch

3. Prepare fieldtrip lunches in coolers or brown bags (provided by school) – complete meal must contain milk; juice is not an acceptable substitute
4. Help custodial staff set up and break down lunch tables
5. Help custodial staff clean/wipe off tables and gym floor
6. Ensure kitchen is properly stocked with all necessary materials and notify school of necessary items needed
7. Keep kitchen clean by mopping, wiping, cleaning, etc. with supplies provided by school
8. Provided staff will complete BCI/FBI check within 5 business days of assignment.
9. Continuity of service staff highly desired. NOTICE OF SUBSTITUE STAFF SHOULD OCCUR AS SOON AS POSSIBLE.

**EVALUATION AND AWARD**

This IFB in no manner obligates any Breakthrough school to eventual rental, lease, purchase, etc. of any equipment or service described, implied or that may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the schools and may be terminated at any time prior to the signing of this contract.

Evaluation will consider the bid(s) best meeting the needs and requirements of the schools and such evaluation and determination of best value shall be solely at the discretion of the schools. Submission of a bid implies the bidder’s acceptance of the evaluation criteria and bidder’s recognition that subjective judgments can and will be made by those individuals evaluating bid.

**Purchase price is not the only criteria that will be used in the evaluation process.**

The evaluation criteria and the relative weights for scoring are provided below. The evaluation team will consider the following elements in the evaluation process.

Qualification	Possible Points Awarded
Cost <i>(see Attachment A, 14 below)</i>	40
Compliance with desired criteria <i>(see Attachment A, 15 below)</i>	30
Vendor financial stability <i>(see Attachment A, 16 below)</i>	20
Reference feedback <i>(see Attachment A, 17 below)</i>	10
<b>TOTAL</b>	<b>100</b>

We reserve the right to use school staff, Breakthrough Support staff, independent evaluators or a combination of the aforementioned to evaluate and rank bids.

**Should you be awarded the contract, provided staff will complete BCI/FBI background check within five business days of assignment. Continuity of service staff is highly desired. Notice of substitute staff should occur as soon as possible.**

**INVITATION FOR BID COVER SHEET**

To Provide Vended Meals for students attending:

Citizens Academy East, Citizens Leadership Academy, Lakeshore Intergenerational School,  
Near West Intergenerational School, The Intergenerational School

**Date Due: May 29, 2015**

**DUE NO LATER THAN 9:00 A.M. EST, LOCAL TIME IN CLEVELAND, OHIO**

*Bids received later than the date and time above will not be considered.*

**NOTE TO PROPOSERS:**

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples and return as instructed in Special Requirements/Instructions.

**RETURN BID TO:**

Breakthrough Charter Schools  
10118 Hampden Ave.  
Cleveland, OH 44108

**For additional information, contact Megan Kayser at [mkayser@breakthroughschools.org](mailto:mkayser@breakthroughschools.org) or (216) 456-2086 ext 1312.**

*You must sign below in INK; failure to sign WILL disqualify the bid. All prices must be typewritten or written in ink. Your signature attests to your bid to provide the goods and/or services in this bid according to the published provisions of this Invitation for Bid.*

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Print Name of Submitter: \_\_\_\_\_

Signature: \_\_\_\_\_

Submission Date: \_\_\_\_\_

## **ATTACHMENTS**

The attachments listed below are required and should be included with the bid. All forms must be signed (in ink) and completed.

1. Attachment A—Bid Questionnaire
2. Attachment B – Proof of Insurance
3. Attachment C—Financial Statement
4. Attachment D – Reference Sheet

## ATTACHMENT A: BIDDER QUESTIONNAIRE

All bidders must provide answers to the following questions, typed on 8 ½ x 11 inch paper, in the order below. Attachments to the questionnaire answers should reference the question number.

Please note that all awards are based on funding availability and the assumption that all schools listed will be utilized during the fiscal year.

1. Provide the full name and address of your organization
2. Contact person for information concerning this offer: name, title, phone, fax, email address.
3. What form of business is your organization (e.g. proprietorship, partnership, and corporation) and is your organization local only, statewide or nationwide?
4. How long has your organization provided food services?
5. List all the names under which this company has operated in the last ten years in the State of Ohio.
6. How many employees work for your organization in the greater Cleveland area?
7. Describe your organization's requirements for food handler employment and training.
8. Does your organization hold contracts with other organizations for food service that might result in delay of delivery if they weren't able to provide the necessary services?
9. What is your largest account?
10. How many students did you serve **LUNCH, in the state of Ohio**, on an average day during the 14-15 school year?
11. Provide copies of certificates and licenses required by the State of Ohio, City of Cleveland, and any other governing body having jurisdiction over food preparation and service.
12. Do you currently have any investigations pending by or on behalf of a government entity or other licensing entity?

13. Have you had investigations by or on behalf of a government entity or other licensing entity in the past?

If the answer to question 12 or 13 is yes, please provide copies of relevant paperwork.

14. COST/PRICE (40 POINTS)

Provide the cost for the services proposed in Section A of the IFB.

15. COMPLIANCE WITH DESIRED CRITERIA (30 POINTS)

Describe in detail how the Vended Meals provided will comply with the National School Lunch Program/School Breakfast Program and the specifications included in the Invitation for Bid. Please consider including information regarding commodities and the sources of food used, sample menus, sample production records, sample standardized recipes (preferably in U.S. Department of Agriculture’s format), ordering schedule, menu planning systems, quality assurance processes, delivery procedures, systems in place to respond to federal and Ohio Department of Agriculture compliance audits, etc.

In addition, the Breakthrough Schools will evaluate vendors based on their ability to comply with the following desired criteria. Please circle your answer for the statements below – if you answer “Partial,” please explain.

<i>Desired Criteria</i>	<i>Can vendor meet?</i> <b>BIDDER CIRCLE YES OR NO (OR PARTIAL WHERE APPLICABLE)</b>			<b>COMMENTS FROM BIDDER</b>
At least 10% of fresh fruits and vegetables will be sourced locally	Yes	No	-	
Recyclable paper goods (no styrofoam) to cut down on waste accumulation	Yes	No	-	
Hot breakfast at least twice a week	Yes	No	-	
Onsite visit at least once a month for supervision and consultation; unannounced visits at least once every two months. Onsite visit should take place either during service and/or during delivery monthly.	Yes	No	Partial	
Vendor shall employ full-time dietician in order to make adjustments to meals within 24-hours to meet particular student needs	Yes	No	-	
Provide fresh fruits five (5) of five (5) days per week for lunch; juice is not equal replacement	Yes	No	-	

Raw vegetables and other cold items served cold should be packed separately	Yes	No	-	
Commitment to replace up to two menu items (monthly) identified by school based on take rate	Yes	No	Partial	
No sugar coated cereals to be served for breakfast.	Yes	No	-	
In certain instances, no maple syrup (natural or otherwise) to be served at breakfast or lunch	Yes	No	-	
Vendor will provide catered special events at least once per quarter that meet reimbursement requirements.	Yes	No	Partial	
All food that should be heated (not milk, not cold fruit) should be delivered ready to heat and served on one tray with each item compartmentalized but not individually wrapped	Yes	No	-	
Breakfast will be delivered prior day between 8:00 and 10:00 AM. The exact schedule for each school will be mutually agreed upon by the SFA and successful bidder after the contract is awarded.	Yes	No	-	
Lunch will be delivered day of between 8:00 and 10:00 AM. The exact schedule for each school will be mutually agreed upon by the SFA and successful bidder after the contract is awarded.	Yes	No	-	
Vendor will not serve two of the same sides in the same meal.	Yes	No	-	
Meals will consist of at least two different colored food items.	Yes	No	-	
Capability to serve up to ten schools	Yes	No	Partial	
Vendor offers volume discount for contracting with multiple schools	Yes	No	-	
<b>TOTAL MAXIMUM SCORE = 30 POINTS</b>				

**16. CONTRACTOR FINANCIAL STABILITY (20 POINTS)**

Provide financial information using the forms provided below in Attachment C.

**17. REFERENCES (10 POINTS)**

Describe in detail the type of services provided for other organizations. List at least three of these organizations, along with contact information, in the form provided below in Attachment D.

**ATTACHMENT B PROOF OF INSURANCE**

Please attach proof of insurance along with your bid submission.

**ATTACHMENT C FINANCIAL STATEMENT**

Complete this form or provide audited financial statements and include with your bid package.  
Condition of bidder at close of business **March 31, 2015.**

**ASSETS**

Cash on hand	_____
In Bank	_____
Accounts Receivable from Completed contracts	_____
Pledges	_____
Grants	_____
Accounts Receivable from other sources than above	_____
Amounts earned on uncompleted contracts (Contract price on completed portion of uncompleted contracts less total cost of completed portion	_____
Deposits for bids or other guarantees	_____
Notes Receivable	_____
	<i>Past due</i>
	<i>Due 90 days</i>
	<i>Due later</i>
Interest Earned	_____
Real Estate	_____
	<i>Business Property, Present Value</i>
	<i>Other Property</i>
Stocks and Bonds	_____
	<i>Listed on Exchange</i>
	<i>Unlisted</i>
Equipment, machinery, fixtures	_____
	<i>Less depreciation</i>
Other Assets	_____
<b>TOTAL ASSETS</b>	_____



**ATTACHMENT D REFERENCE SHEET**

**Note: Bidder must submit at least three (3) responsive references at other schools/school districts you have served. References should be from past projects for same or similar goods/services. EMAIL ADDRESS MUST BE INCLUDED.**

Name of School	Contact Person	Telephone #	Email Address	Amount of Contract and Services Provided

**[END OF IFB PACKAGE]**