

OPEN LETTER OF INVITATION

Dear Prospective Offeror:

The City of Richmond Public Schools (SFA or Division) is excited to seek proposals from qualified firms to partner with the Department of Nutrition Services to provide vended meals to our schools. Our ideal Vendor will provide vended meals for SFA Breakfast program under USDA's NSLP Seamless Summer Option during COVID-19 foodservice operations throughout the remainder of school year 2021-2022. SFA is thinking of new ways to provide vended meals for our students and invite Offerors to be creative and innovative along with us.

The Division's goals are to provide appealing, nutritious, high quality meals that students will enjoy and actually eat. SFA is committed to continuous improvement and innovation to serve students the most wholesome meals as economically as possible within the real-life constraints of budget and facilities. We want to incrementally evolve and improve the meals that we are serving at all sites and ultimately bring all schools into a partial scratch-cooked meals program. Our aim is to move increasingly in the direction of foods with less processing, and choices that are healthy, fresh, sustainable, delicious, and highly appealing to students.

We believe that considering combinations of small and large providers will provide more organizations the opportunity to partner with SFA in areas where they have their greatest strengths. Partnerships and collaborations are encouraged, though, proposals that include partnerships or collaborations must designate one firm as the prime contractor; and the final agreement will be made with the prime contractor only.

SFA is seeking to contract with those who understand and meet the USDA Pre-K-12 Programs Regulations, provide foods that children request and will eat, set high standards for their work, continuously try to push the boundaries for improvement and innovation to translate their ingenuity, experience, and know-how into a creative proposal. Funding is contingent on fiscal year availability.

Through this Request for Proposals (RFP), School Nutrition Services intends to find and designate partners who embrace its view of the future of school provided meals and whose ambitions parallel its own. We are eager to hear from you and appreciate your participation in this proposal process.

Sincerely,

Richmond Public Schools
Department of Procurement and Property Management
Department of School Nutrition Services



REQUEST FOR PROPOSALS
21-6698-12
Vended Meals for School Breakfast Program

COVER SHEET

*****THIS FORM MUST BE COMPLETED AND SIGNED BELOW AND RETURNED AS PART OF YOUR PROPOSAL IN ORDER TO BE CONSIDERED A VALID OFFER*****

Issue Date: February 1, 2022

Commodity Code(s): 39306, 95230, 95284

Closing Date: March 4, 2022 (2:00 PM local time)

Purchasing Agency: Richmond Public Schools
Procurement & Property Management
2395 Hermitage Road
Richmond, VA 23220

Contract Specialist: Damon Richardson
drichard2@rvaschools.net
(804) 780-6090

Location where work will be performed: Richmond, Virginia

The School Board of the City of Richmond (School Board), acting through its duly authorized agent, Richmond Public Schools, Department of Procurement and Property Management (Department or RPS) will receive **ELECTRONIC PROPOSALS UNTIL 2:00 PM** (Local prevailing time) March 4, 2022, for furnishing the services described herein. Submission instructions are outlined in Section V.

If an emergency, unanticipated event, network failure, or closing of schools and/or offices interrupts or suspends normal business operations so that proposals cannot be received as specified in the solicitation, then proposals will be due at the same time of day specified in the solicitation on the first work day that business operations resume.

PREPROPOSAL CONFERENCE: A pre-proposal conference with interested Offerors to review the specifications and to clarify any questions shall be held at 11:00 AM (local time) via ZOOM meeting on February 8, 2022. Reference Section VI for meeting link and additional information.

PROPRIETARY INFORMATION: YES () NO ()

IMPORTANT: CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSALS BEFORE MAKING YOUR OFFER. FAILURE TO DO SO WILL BE AT THE OFFEROR'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

The Offeror acknowledges receipt of Addenda as follows:

Number	Date
_____	_____
_____	_____
_____	_____

The School Board of the City of Richmond does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.24343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

Cover Sheet (Cont'd)

Further, the undersigned firm hereby warrants and certifies that –

- (1) All information provided below and in any schedule attached hereto is true, accurate and complete;
- (2) The individual signing on Offeror's behalf is authorized to bind the Offeror in any and all contractual matters relating to this Request for Proposals;
- (3) The Offeror, the individual signing on behalf of the Offeror, or any officer of the firm does not have any business or personal relationships with any other persons, including School Board members, RPS employees, officers or executives; or companies that are in conflict with the Commonwealth of Virginia's Conflict of Interest Act or of any School Board terms and conditions;
- (4) The Offeror has not employed or retained any firm or person other than a bona fide employee working solely for the firm to solicit or secure this contract and has not paid or agreed to pay any firm or person other than a bona fide employee working solely for the firm any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the School Board shall have the right to annul or void any resulting contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

In compliance with this request for proposal and to all the conditions imposed therein, the undersigned firm hereby agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. If the Offeror knowingly makes a material misrepresentation in submitting information to the School Board, such misrepresentation will be sufficient grounds for rescinding an award to the Offeror.

OFFEROR INFORMATION:

Sign in ink and type or print requested information.

(Official Signature in Ink)

Print Name

Title

Date

Name of Firm (Offeror)

Federal Identification Number

Offeror Business Address

Print Telephone Number

Facsimile

Email Address

If applicable:

Virginia Contractor License and Classification: _____

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I. PURPOSE

1. Purpose: The purpose of this RFP is to solicit sealed proposals from qualified Offerors to establish a contract(s) through competitive negotiation. The School Board, a public body within the Commonwealth of Virginia, hereinafter referred to as the school food authority (SFA), intends to examine alternatives to its present foodservice program and is accepting proposals to provide vended meals.

All procurement transactions will be conducted in a manner that provides maximum open and free competition consistent with Title 2 CFR §200.319(a) and policies and processes that comply with the *Code of Virginia* Title 2.2, Chapter 43, Virginia Public Procurement Act (VPPA).

2. Intent: This solicitation is for the purpose of entering into a fixed-price contract with a Vendor that will provide vended meals for the operation of foodservice programs in compliance with the United States Department of Agriculture's (USDA) regulations for the School Breakfast Program (SBP) for the SFA.

No intent should be construed from this legal notice that the SFA intends to enter into a contract with any party for alternative foodservice unless, in the sole opinion of the SFA, it is in the SFA's best interest to do so. The SFA reserves the right to accept any proposal which it determines most favorable to the interest of the SFA and to reject any or all proposals or any portion of any proposal submitted which, in the SFA's opinion, is not in the best interest of the SFA.

The contract will be between the selected Offeror and the SFA to be effective following School Board approval. If the award is made to a new Vendor, the selected Vendor would be required to work with the incumbent provider during any transition period overlapping with the existing vended meals provider.

3. Contract Formation: The SFA anticipates a fixed-meal-price contract for each meal program with a Vendor that will provide the SFA with vended meal solutions as the need arises due to staffing, facility, or catastrophic circumstances.

The complete and final contract includes all documents included by the SFA in the RFP (including exhibits and appendices) and all documents submitted by the Offeror that have been mutually agreed upon by both parties (i.e., worksheets, appendixes, attachments, operating cost sheets, etc.).

4. RFP Scope: This document contains the instructions governing the proposal to be submitted, the format in which proposals are to be submitted and the material to be submitted therein, product requirements, evaluation criteria, and contractual terms and conditions.

II. BACKGROUND

1. Definitions

- a. "Agreement" shall mean Contract, Purchase Order, Memorandum of Understanding and similar governing documents.
- b. "Division" shall mean the Department of School Nutrition Services.
- c. "Contractor" or "Vendor" shall mean the individual or firm who is a party to the resulting contract with the SFA.
- d. "Offeror" or "Proposer" shall refer to the firm or firms submitting a proposal.

2. History

- a. The SFA seeks to collaborate with innovative Vendor to provide fresh high-quality foods with clean labels that meet or exceed all USDA Meal Pattern standards. To SFA, this means:
 - Meal choices that set standards for healthy, safe, fresh, sustainable, and delicious
 - Menus that offer variety and are consistently at the same high level of quality
 - Serving sizes that fall into the high-end of the USDA requirements

- Meal choices that are well presented and packaged, and offered in an appealing, attractive way
 - Meals and menu items that are labeled to communicate deliciousness, as well as specific ingredients, heating instruction, etc.
 - Cost effectiveness and efficiency in operations and order and delivery systems
- b. The SFA expects to share the common goal with the chosen Vendor to engage growing numbers of students in eating school meals. Serving more SFA students means increasingly well-nourished children who can be better learners. For the Vendor, it means serving more meals.
- c. In addition to the above, this shared objective should lead to teamwork between the Vendor and the SFA to cooperate in the design of menus and service of meals, as well as marketing; student engagement and involvement; customer service; communication; technology and equipment to support these standards; and attention to detail to create a positive dining experience for students.
- d. For reference purposes, the RPS' 2021-2022 calendar can be found at:
<https://www.rvaschools.net/news/district-calendar>
3. **The SFA School Nutrition Services Program.** The SFA through School Nutrition Services, generally operates meal programs in Pre-K Centers, Elementary Schools, Middle Schools, and locations that participate in the High School meals programs each day, for a schedule of 180 school days per year. **This RFP encompasses the following requests for vended meals to be available for use along with related meal supplies items as may be further defined elsewhere in the RFP:**
- a. The School Breakfast Program: Breakfast meals served to Pre-K-12 students who are in school. Each grade group requires a separate menu to meet the nutrition requirements for the age group. Lunch meals are menued in accordance with meal component requirements established by the Child Nutrition Reauthorization 2010: Healthy Hunger Free Kids Act (HHFKA) 2010. Deliveries to the schools will consist of a componentized fresh, frozen or shelf-stable meal entrée, items accompanied by vegetable, fruit, juice and/or bread and milk (by dairy Vendor) items to complete the USDA established meal requirements.
- b. Cafeteria Display and Service Enhancements- the SFA is seeking innovative approaches that utilizes marketing materials and built display units to energize the cafeteria environments for our students. Offerors are encouraged to submit outside-of-the-box ideas approaches. Proposals must include Offerors plans to incorporate cafeteria displays and enhancements into all cafeteria environments serviced throughout the duration of the contract
4. **Desired outcome.** The SFA intends to award a contract to the Offeror who is determined to most closely satisfy the needs of the SFA based on criteria specified herein, and price will be the primary consideration when awarding a contract. The Offeror selected must support the objectives of the SFA, which for this RFP is to provide vended meals to student enrollment of approximately 13,120 students at 45 schools or program locations. The SFA meal programs are located at the 5 Pre-K Centers, 26 Elementary Schools, 7 Middle Schools and 7 High Schools. See Appendix B for School Sites and Average Participation.
5. **Timeline.** The target timeline for this solicitation is as follows:
- | | |
|--|--------------------------------|
| RFP Release: | February 1, 2022 |
| Optional Pre-Proposal Meeting: | February 8, 2022 11:00AM (EST) |
| Deadline for questions: | February 15, 2022 |
| SFA written response to Questions | February 18, 2022 |
| Proposal Closing Date: | March 4, 2022 2:00 PM (EST) |
| Review, Evaluation and Investigations: | March 7 – March 11, 2022 |
| Presentations, if held: | March 15 – March 15, 2022 |
| Negotiations | After March 15, 2022 |
| Committee Recommends Award: | After March 15, 2022 |
| School Board Approval: | After March 15, 2022 |
| Contract Executed: | Before March 31, 2022 |

This is only an estimate, and the process may take more or less time as needed to determine the Offeror making the best proposal, who may or may not receive an award.

III. STATEMENT OF NEEDS

1. Generally. The SFA requires the services of a qualified firm, multiple firms, or partnerships/collaborations to provide vended foodservices for breakfast to the specified SFA schools on an as needed basis.
2. Responsibility. The SFA maintains at all times all responsibility for the conduct of the foodservice program, except as contracted to the Vendor. The SFA supervises the foodservice operations in such manner to ensure compliance with the rules and regulations of the VDOE, VDACS, and USDA regarding each of the programs covered by each Contract.
3. Scope of Work.
 - a. The Vendor shall provide Vended or Unitized meal products, which are in compliance with the United States Department of Agriculture's (USDA) regulations found in the 2010 Healthy Hunger Free Kids Act (HHFKA) CFR Parts 210 for the following programs:
 - 1) School Breakfast Program (SBP) PART 220, operating under the Seamless Summer Option (fiscally operated from October 1 through September 30)
 - b. All meal programs shall meet the USDA Meal Regulations for each school year /rollover. This is inclusive of meal components and the dietary specifications for calories, saturated fat, trans-fat, and sodium.
 - c. The vended meals for breakfast must meet the same USDA daily nutritional requirements as outlined in the breakfast specifications outline in Section IV, 2.
 - d. The Vendor shall provide a comprehensive nutrition-education program that will include English and Spanish translations focused on marketing and promotional information to highlight the meals program in: marketing and point of sale materials in both print and electronic menu formats, newsletter, in-school event participation, and community engagement event participation.
 - e. The Vendor shall provide a comprehensive program to train SFA staff in the proper preparation and service of vended meal items as well as customer service and other applicable topics. Vendor will provide in-service day and presentations at regional manager meetings throughout the school year on placing orders, managing inventory and a variety of additional topics mutually agreed upon with the SFA Food Service Management staff.
 - f. The Vendor shall provide bulk condiment and non-food items on an as-needed basis in accordance with the menu or location needs (i.e. tray, fork Pak, napkin, spoon, condiments, etc. See Section IV).
 - g. Meals shall be in conformance with the SFA's Agreement to participate in the SNP with the Virginia Department of Agriculture and Consumer services (VDACS), the Virginia Department of Education (VDOE) for the SBP and all applicable state and local regulations.
4. Buy American. In compliance with Title 7 CFR, Part 210.21 (d).
 - a. This provision of the Commodity Distribution Reform Act Amendments of 1987 requires that school divisions receiving federal funds purchase products which are both produced and processed in the United States (U.S.). The Vendor understands that the products being quoted to the SFA shall comply with this provision. The assigned SNS Central Office staff will monitor delivered products for compliance. Any product delivered that is of a foreign origin and available from an American source will be returned. The Vendor shall replace the returned foreign product with the comparable American product at the original offered price
 - b. The Vendor shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the U.S. or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition.
 - c. The Vendor shall certify the percentage of U.S. content in the products supplied to the SFA.

- d. The SFA reserves the right to review Vendor purchase records to ensure compliance with the Buy American provision.

5. Health Certifications.

- a. The SFA will maintain all applicable health certifications on its own facilities and will ensure that all state and local regulations for serving meals at any SFA facility are met.
- b. The Vendor shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the Contract Term and any renewal options as required under Title 7 CFR § 210.16(c).
- c. The SFA shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- d. The SFA and Vendor shall adhere to the Food Safety Plan implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.
- e. The SFA and Vendor shall comply with all Commonwealth of Virginia and local sanitation requirements applicable to the preparation and service of food. (7 CFR 210.16(a) (7)).
- f. The SFA will ensure at least two health inspections are conducted by the local Virginia Health Department at every site involved in school meal preparation and/or service as required by Public Law 108-265.
- g. The SFA shall immediately correct any problems found as a result of a health inspection. If the violation is directly related to Vendor product/packaging, Vendor shall be liable for any incurred costs.

6. General Program Specifications.

1. The Vendor may offer a proposal for the SBP program as defined in this Request for Proposal.
 - 1) **Healthy, Hunger-Free Kids Act School Meals Implementation-** Congress passed the Hunger-Free Kids Act in 2010 to help ensure every American child had access to the nutrition they need to grow into healthy adults. USDA based the new school meal standards on independent, expert recommendations from the Institute of Medicine to ensure kids are being fed healthy food while they are at school. The SFA operates in full compliance with the HHFKA and does not participate in any waiver to or exemptions for the more rigorous food standards, including the requirements of offering of whole grain products. If changes are made in Congress that would alter the requirements to offer healthier foods to our students, the SFA, at its discretion, will continue to require our Vendors to follow the Guidelines for all Federal Meal Programs (NSLP, SBP and CACFP) as finalized in 2016. If more rigorous guidelines are finalized at the federal or state level during the duration of this contract, the Vendor shall meet those food standards as well.
 - Proposals for **breakfast program** must meet USDA National School Breakfast Program requirements found in the 2010 Healthy Hunger Free Kids Act 7 CFR Parts 220.
 - Waste must be minimized using offer versus serve programming guidelines including the requirement that reimbursable meals include at least a 1/2 cup of a fruit or a vegetable each day.
 - 2) Proposals must respond to future changes to any federal, state and/or local foodservice requirements to any foodservice program. The SFA and Vendor will negotiate in good faith any changes to the meal pattern that results in a cost savings or cost increase for the total meal or meal components.

IV. SPECIFICATIONS

1. Refer to Attachment D, E and Attachment F for additional Specifications.
2. Meal Specifications.
 - a. USDA Standards: All portions must conform to the standards published in the USDA Food Buying Guide for School Lunch Program, Aid #1257; most current revision. All meat and poultry items must be USDA inspected.
 - b. CN Label: When CN Labels are specified, the Offeror must submit as part of its proposal, complete copies of FSIS Form 7234-1, bearing approval stamp of USDA-FSIS. The copies shall consist of all pages of the forms, together with a copy of the approved label attached. The SFA and its agents will hold in confidence all information contained in items 8 & 9 of the form as exempt from Freedom of Information disclosure. No Paper copies are required. Labels must be in an electronic format (.pdf preferred).
 - c. Geographic Preference: The SFA prefers to receive fruit and vegetables grown in 700 mile radius (when available). When those items are procured, the Vendor shall provide the SFA with locally grown product information and those items will be menued as such.
 - d. Irradiation: All food items quoted are to be free from radiation. No technique employing any amount of radiation to destroy micro-organisms, insects or delay the ripening process is permitted on any food product. Contractor will submit a letter of certification to the SFA assigned staff stating that they do not purchase or supply any products treated with irradiation.
 - e. Additives: The use of food additives will be kept to the minimum required for safekeeping of food. In the interest of feeding school children, the proper and nutritious breakfast, the SFA prohibits the addition of: monosodium glutamate, sodium nitrate, nitrates and nitrites, hydrolyzed vegetable protein, hydrolyzed plant protein, artificial coloring, artificial flavoring, artificial sweeteners, sugar free sweeteners, azodicarbonamide (ADA) in all foods. Beef products should be free of lean finely textured beef.
 - f. Prohibited Ingredients: Meals may not contain iceberg lettuce, imitation cheese, peanuts, pork products, gelatin (unless kosher or vegan), bleached flour, starch non-enriched flour, and bromated flour.
 - g. Appearance and Taste: Components shall appear full and robust, not squashed or misshapen. Ingredients will appear fresh and wholesome, free of off colors, dehydration or faulty assembly and have the aroma typical of the components and be free of stale, rancid or putrid odors. Flavor contribution of each component will be agreeable to taste. The SFA expects that meal components will be pleasing to the eye and that students will be highly satisfied with their appearance and taste. The SFA expects the Vendor to respond to SFA feedback in 5-7 business days to ensure that students are highly satisfied with their meal experience.
3. Nutrition Labeling and Reporting Requirements.
 - a. The Vendor shall provide a complete analysis, by week, for each individual monthly menu thirty (30) days prior to the start of the month. This will serve as official confirmation that each individual menu is in full compliance with the weekly requirements of the USDA meal patterns for breakfast.
 - b. The Vendor shall provide detailed reports of menu contributions, for each menu type, to meet the meal pattern at least fifteen (15) days prior to the start of the month.
 - c. Vendor shall supply nutrition labels for all individual food items in an electronic format.
 - d. The Vendor must provide .pdf copies of CN labels annually and as they are updated throughout the school year. On-demand electronic access to the CN labels is preferred.
 - e. Product Recipes: All product recipes are to include approved USDA-FNS ingredients where available. Vegetable Protein Product (VPP) must be USDA-FNS approved and limited to the FNS allowable mixture when utilized. All finished meals are to be shipped under CN labeling.

4. Menu Requirements. (See Appendix D for sample menus)

- a. Student Choice. The Vendor shall offer students a choice each day between two (2) entrées in K-12 Breakfast Program. Grab and Go menus will feature two (2) entrées. Pre-K Breakfast will follow the traditional meal pattern with one (1) entrée along with the other required Pre-K Meal Pattern Components (see Appendix C). Vendors must work with SFA Food Service Staff to adjust daily individual orders of selected items featured as pairings. Each entrée will be ordered individually by the piece.
 - The SFA retains the right to decide which items should be offered as single items or paired items during the menu cycle
 - The SFA also retains the right to decide on condiment ratios offered with each meal and to order condiments and bulk non-food items in accordance with the menu or on an as-needed basis
- b. All weekly menus shall comply with USDA nutritional requirements and meal pattern components for the School Breakfast Program under the Seamless Summer Option.
- c. The following Menus are expected to be finalized thirty (30) days prior to the start of the month in which the menu will be offered:

Breakfast (PreK)
Breakfast (K-12)
- d. The SFA DOES NOT intend, by this RFP, to relinquish control of the daily menu for any of the feeding programs. Center of the plate menu items will be determined by the SFA following an evaluation of the finished USDA Food processed product inventory, item popularity, seasonal considerations and the emphasis on providing a balanced nutritious meal each day to the students.
- e. The SFA and the Vendor will jointly determine the menu with the SFA retaining full rights of approval. The SFA will retain the right to make reasonable occasional substitutions to individual menu components proposed by Vendor. The SFA and Vendor will agree to enter in good faith negotiations regarding any incremental financial costs for said substitutions; it being the intent of the SFA that any incremental cost to the Vendor as a result of these substitutions shall be negligible.
- f. Minimum Menu Frequency Guidelines: Vendor shall adhere to meal menu selections/proposed selections for each of the SFA's menu type following SFA frequency guidelines.
- g. Breakfast Menu:
 - 1) The SFA requires a minimum Two (2) Week (10 Day) breakfast menu Cycle- Regular Breakfast and Grab N Go/Classroom Feeding. The menu cycle should change quarterly.
 - 2) Two (2) entree choices must be made available daily for all Breakfast menus. A new Entree Item must be introduced into the menu every month.
 - 3) All Breakfast menus will include hot and cold entree items. Breakfast Pastries must not be offered more than two (2) times per cycle.
 - 4) Yogurt: Must be offered weekly.
 - 5) Fresh fruit must be offered daily with a variety offered over the week.
- h. Innovation Programming: The SFA is looking for innovative ideas to energize the student cafeteria experience and provide alternative solutions in buildings with physical limitations that prevent on site preparation or cafeteria style service to students. This approach will provide an alternative to the traditional pre-portioned componentized meal while maintaining the ability to serve students with limited kitchen capabilities.
 - 1) Vendor will submit a detailed written proposal for programing that demonstrates creativity in re-packaging the traditional pre-portioned meal to increase student participation in the program
 - 2) Additional cost associated with this program should be considered in the base breakfast and lunch price structure. If successful, the SFA may renegotiate pricing to expand the program at end of each contract year.

5. Product Specification.

- a. Specifications for menu products can be found in Attachment E.
 - b. Vendor will provide the SFA with reports indicating products used in formulation of menu items once per cycle. Contractor will provide the SFA with specifications for each product used in the formulation of menu items. Where indicated, substitute brands will not be accepted without approval by the SFA. Electronic documentation is acceptable.
 - c. Additional Items: Vendor agrees that the SFA may add to or delete from the listed items in this RFP. The Vendor agrees to meet with the SFA Food Services, to arrange for the exclusion or inclusion of products.
 - d. The SFA will participate in the Offer Versus Serve (OVS) for our breakfast program for grades K-12. Pre-K cannot participate in OVS and all meals should contain all five-food components, including milk. To determine a contract quote for meals with milk the Vendor is to consider the fact that approximately 25% of the total meals will not include milk. The SFA reserves the rights to determine if milk will be supplied by Vendor or contracted dairy Vendor. The SFA expects the Vendor to quote and supply both Dairy Milk and UHT Milk packed into aseptic containers. The SFA is seeking a flexible plan aimed at deducting costs and/or offering a credit for when milk is not ordered and/or delivered as a part of all meals offered.
 - 1) Vendor agrees that all milk delivered must show a selling date postdated a minimum of ten (10) days from date of delivery
 - 2) Additional milk specifications can be found in Attachment E.
6. Vended Meal Requirements.
- a. Refer to Attachments D, E and F for further product and food specifications.
 - b. Breakfast must be a componentized meal served fresh or heat-able and include the appropriate foods in the correct portions to meet the requirement for USDA-FNS school breakfast meal pattern for K-12.
 - 1) Plated Meals must be served with appropriate condiments in portion control packaging.
 - 2) Disposables must be offered with each meal including a tray, utensils, straw and napkin.
 - 3) Each entrée, vegetable, fruit and milk will be ordered individually by the piece
 - c. Breakfast Grab N Go. must be a componentized cold meal and include the appropriate foods in the correct portions to meet the requirement for USDA-FNS school breakfast meal pattern for K-12
 - 1) Meal Components should be assembled for easy distribution outside of the cafeteria. An Overwrapped boat or similar is acceptable.
 - 2) Meals must be served with appropriate condiments in portion control packaging.
 - 3) Disposables must be offered with each meal including an over wrapped container, utensils, straw and napkin.
 - 4) Each Entrée, fruit (vegetable if applicable) and milk, if) ordered, individually by the piece.
 - d. K-12 Disposable. Unless otherwise specified, disposables shall consist of:
 - ✓ Fork Pack to consist of: 1 plastic fork, 1 napkin and 1 plastic straw.
 - ✓ Spoon Pack: To consist of: 1 plastic spoon, 1 napkin and 1 plastic straw.
 - ✓ Napkin consists of napkin and straw only.
 - ✓ Tray
7. Meal Production Facility.
- a. Production facilities shall meet all Federal, State, and Local Government standards. The SFA will be the sole judge of the condition, suitability, acceptability, and safety of the facility, and its judgment shall be final.
 - b. Vendor MUST submit their USDA Facility Grant of Inspection Number for Meat and/or Poultry as applicable. Please include in your proposal.
 - c. Bacteriological Standards: The SFA-approved independent laboratory shall be the final source of test results. The basis for acceptability is as follows

- 1) Product cannot exceed 100 coliform bacteria per gram or 100,000 total bacteria per gram. Any product in excess will be rejected.
 - 2) Any product tested and yielding a positive result to the presence of pathogenic organisms, including but not limited to staphylococcus, E.coli O157:H7, salmonella and listeria, will be rejected.
 - 3) Yeast - Cooked foods, bread and rolls cannot exceed one-hundred (100) yeast count per gram; cupped fruits and juice cannot exceed fifty (50) yeast count per gram.
 - 4) Mold - any product cannot exceed one-hundred (100) mold count per gram.
 - 5) Cultured or aged cheese utilized in any food product is exempted from meeting the total bacteria count requirements in 1 above. In addition, initial counts for yeast and mold (3, 4 above) in products utilizing cultured or aged cheese are allowed to maximum of 5,000 count per gram only if these counts are reduced to a maximum of 100 count per gram after the product is cooked according to preparation instructions and if no off-color or off-taste is evident
- d. The Vendor shall secure the services of an Independent Food Laboratory for testing and analysis of meals. The Independent Food Laboratory must be approved by the SFA. Laboratory test results of meals frozen for service must be submitted seven (7) days in advance of the day of meal service. Laboratory test results of meals served fresh for service must be submitted twenty-four (24) hours before they are served. Reports are to be forwarded to the SFA School Nutrition Director or designee. Laboratory Reports are to include the tests listed below.
- e. The Vendor shall conduct independent testing, at the expense of the Vendor, on food products and other items when they arrive to the warehouse before assembly/production and on finished assembled meals prior to delivery. The SFA standards for acceptable laboratory values are listed above. If Vendor bacteriological specifications differ, Vendor and SFA will work together to develop one specification that will be agreed upon in writing. All items deemed defective as a result of lab analysis shall be quarantined pending final disposition. The Vendor must allow reasonable access to the representatives of the independent laboratory for obtaining necessary samples of product.

Each meal is to be tested and reported for acceptable levels

Total Coliform	<100 CFU/g
Aerobic Plate Count	<100,000 CFU/g
Yeast	<100 CFU/g
E. Coli (generic)	<100 CFU/g
E. Coli (0157 H7)	Negative/25g
Hemolytic Staph Aureus	<100 CFU/g
Listeria	Negative/25g
Salmonella	Negative/25g

- f. Menu Samples and Lot. The Vendor shall submit a weekly Lot Delivery Report to SFA Nutrition Director or designee. This report should indicate lots delivered for school. The Vendor shall maintain at their expense in an off-site location, samples of lot each lot. Samples should be retained for seven (7) days and discarded after this period. This is at NO COST TO THE SFA. Samples will be requested and picked up by the SFA in the event of a reported food related borne illness.
- g. Case/Labeling.
- 1) Count per Case: All materials must be packaged twenty-five to -forty (25-40) units per master case. Any exception to this requirement must be noted and may be cause for rejection of item bid.
 - 2) Master Carton Labels: The successful Vendor agrees to submit copies of USDA Food and Nutrition Service (USDA-FNS) approved labels.
 - 3) Case Marking: All markings and labeling shall be on one end of carton: Marking material shall be water fast and non-smearing and of a color contrasting with the container. All carton markings shall conform to USDA labeling requirements and should include as a minimum the following:
 - Description of meal, e.g., "Beef patty with corn and potato rounds".
 - Manufacturer's or Assembler's Meal Number: e.g., "#10051".
 - Processing Date: The SFA requests that the Gregorian/standard calendar be used.

- Use by Date: the Use Buy/Sell By dates must be on individual packages and utilize the Gregorian/standard calendar.
 - Lot Number: Manufacturer's lot or batch number listed under the processing date.
 - Wholesomeness Stamp: USDA plant number, and the statement "store at O°F or below."
 - Ingredients Statement: Ingredients must be listed in order of predominance.
 - Count per Case.
 - Manufacturer's or Assembler's Ordering or Track Number.
 - Allergens: Where applicable, carton and individual items should list known allergens contained in the product
- 4) Heating instructions. Convection and Combi-oven instructions must be included in each carton. Instructions must give oven temperature and heating times for contents in both the frozen, thawed and, when applicable, fresh states. Heating instructions should be accessible for parents for Grab N Go meals.
 - 5) Product labels shall be sent to the SFA yearly or as product labels are updated throughout the year. No Paper copies are required- Labels must be in an electronic format via .pdf and downloaded via a link.
 - 6) Vendor is permitted to use more than one brand of products. Only brands approved by the SFA can be used. Should a Vendor substitute product without prior SFA approval, payment for the entire meal will be forfeited. Fresh fruit and vegetables are excluded from labeling requirements.
 - 7) Product Age: Vendor shall schedule its meal production and warehouse rotation so that the SFA receives recently prepared product. All frozen meals and products served to SFA children must be less than three (3) months old. The SFA will reject any product with a production date greater than three (3) months.

9. Packaging

- a. All packaging (container, trays, cover, film) must be approved by the USDA and the Food and Drug Administration for contact with food. There shall be no metal ties for sealing purposes. Meal packaging shall be capable of withstanding temperature of 400°F for thirty (30) minutes in a convection or combi-oven without exhibiting decomposition, chemical or physical change and shall not react or combine with the food product packaged therein. Any film used must be capable of meeting these conditions. **GLASSINE WRAP IS NOT ACCEPTABLE. Packaging must not create unpalatable food presentation including, but not limited to, burned sauces, soggy foods and breads, or notable odors:**
 - 1) Packaging must permit ease in OPENING under heatable or room temperature conditions by young children, but remain closed until child is ready to eat it.
 - 2) Branding: Approved Brand: Some items designate that a specific approved brand be utilized. ONLY the brand listed will be accepted to comply with these Specifications. Alternative brands may be tested for acceptability and implemented at the SFA's discretion. Brand name must be indicated for ALL products.
- b. All meals, except bulk packaged meals, must be packaged in individual vinyl compartment tray, or oven-able boxes not exceeding 2" in finished height, and 8 ½" x 6 3/8" in length and width. Listed below are the minimal types of packaging required for food components (menu items) and for type of complement items such vinyl trays:
 - 1) Three compartment vinyl tray: Top Out - 8.5" x 6.25" (approximate) Depth - 1.625" (approximate)
 - 2) Fresh meal three compartment eco-friendly biodegradable food tray: Approximate overall sizes, 2" high x 7" wide x 9 1/4" long, with three separate compartments. Plastic film must seal each compartment tight to restrict component migration.
 - 3) Oven-able box, colored, patterned, large: 6 3/16" x 4 3/8" x 1 3/4", .018 SBS with 1/2 mil extended polyester, with vent holes on sides for crisping. Box must have a non-stick coating, designed to cook in an oven at least 425F and be capable of opening from the top. Plain white boxes are not acceptable. Overwrap- ping is not acceptable.

- 4) Bulk pan meals must be packed in a half-size, disposable steam table pan. The pan should be 11"x9" and not be over 2 inches tall. Pans will need to be durable enough to hold under conditions of refrigeration and preserve their integrity while resting on a steam table line.
- 5) Pre-cupped fruit packages should have a clear sealed top to allow students to view contents. Aluminum foil type tops are not acceptable.
- c. The SFA will consider forms of packaging other than those described above. ALL packaging must meet the complete specifications and dimension requirements listed in herein. The SFA will be the sole judge in evaluating these alternatives. **Foil trays are not acceptable.**
- d. All food packaging will be evaluated for palatability and compliance on a regular basis. Vendor must be willing to work with the SFA to rework packaging initially approved by the SFA, but found to create future palatability issues during storage and service.
- e. For the first year, a minimum of fifty percent (50%) of all service-ware must be recyclable. Year 2 and after, all packaging and plasticware shall be recyclable. Compostable material is preferred in all instances. **Styrofoam is not acceptable.**
10. Staff Training. The Vendor shall provide training opportunities for SFA food service staff to become more competent in serving meals as part of the vended meal program. That training program, as a minimum, shall include:
 - a. Opening Day. The Opening Day meeting is held the week before the school year begins or new contract performance period. This training shall provide staff the opportunity to view how food items should be prepared, presented to students, an opportunity to taste every menu item that will be offered during the first quarter menu cycle. The Vendor shall answer SFA staff questions and address any staff concerns.
 - b. In Service. A total of four (4) in-service trainings, inclusive of the Opening Day, shall be provided once per quarter at the discretion of the SFA. Training topics shall include presentations on new menu items, hands-on trainings related to foodservice skills including customer service, assuring compliance for serving reimbursable meals, food preparation, batch cooking and/or food/line presentation. In-service training will be used as an opportunity for the Vendor to solicit feedback from foodservice staff throughout the year.
11. Marketing and Promotions. The Vendor will provide materials for and participate in events to market and promote the vended meal program:
 - a. Merchandising Materials: The Vendor shall supply at least five (5) different posters (English and Spanish) per year per school to market good nutrition and wellness to students. Materials must be non-brand specific and focus on encouraging students to try USDA-identified food groups, promote age-specific nutrition education messages, and contribute to a positive and healthy cafeteria environment. The Vendor shall also provide other point-of-sale materials for use at each school. The Vendor shall annually print multiple copies of the "Justice for All" posters to be hung at each entrance of each school's cafeteria. Marketing materials shall be provided in a ready-to-use, hard copy format and an electronic format that can be adapted to the SFA needs. No marketing material may be sent to schools without prior approval from Food Service Director or designee.
 - b. On Line. The Vendor shall provide the monthly menu in an interactive electronic website format for students and staff to be able to view the menu by day or by month. Menu will be downloadable for printing of the menu, nutrition information, and menu contributions of each menu item. The SFA will post menus on-line. Menu must be provided to the SFA at least fifteen (15) days prior to the start of the named month.
 - c. Taste Test Events. The Vendor will consider the feedback from students about entrée and side item preferences when preparing the menu. Vendor shall organize at least four different taste test events reaching an estimated twenty-five (25) students per event. Vendor will work with mutually selected schools to taste test new entree menu items and side items for consideration on the menu. Vendor will provide summary reports of the taste testing to the Food Service Director and report how student feedback is used in writing the menu.

- d. Community Engagement Events: The Vendor shall participate in no more than five (5) community engagement events each year including, but not limited to, back to school nights, special assemblies, Food Day events, educational and informational sessions for community members, parents and school administrative staff as directed by the Food Service Director or designee.
12. Cafeteria Display and Service Enhancement. The SFA is seeking innovative approaches that utilizes marketing materials and built display units to energize the cafeteria environments for students. The Vendor shall fully embrace these approaches and strive to present an inviting environment. While more a robust concept is being designed, food grade clear plastic containers and baskets used to display vended meals for service should be distributed to all cafeterias at the start of the contract term and each school year.
- a. Concepts could include techniques utilized in USDA's Smarter Lunchroom resources.
 - b. The SFA will work with Vendor to develop materials and display containers and units that are easily assembled, disassembled and require minimal storage space when not in use.
13. Orders.
- a. The Vendor shall provide the web-based On-line Ordering System at the Vendor's expense.
 - 1) The Ordering System will be programmed to allow each location to order the exact number of entrees to be delivered for meal service on the select day. The SFA does not use a ratio to determine the amount of each entree delivered. Each location shall have the ability to order the appropriate number of each entree offered on the breakfast menu for its location.
 - 2) Vendor will program logic into the ordering system that prompts the SFA when a location has over ordered fruit and vegetable components as compared to the number of entrees ordered.
 - b. The SFA will place orders with Vendor via an online order system. Daily orders will be provided to the Vendor seventy-two (72) hours in advance of the date of meal service. However, under certain circumstances, such as weather, inoperable refrigeration, building failures, unexpected school closure, etc., the SFA reserves the right to adjust or cancel an order within twenty-four (24) hours of delivery.
 - 1) SBP will be ordered in two- (2) day and three- (3) day increments with a delivery schedule of meals delivered twice a week.
Order days: Monday, Tuesday, Wednesday delivered on Friday
Order days: Thursday and Friday delivered on Wednesdays
 - c. The SFA will provide the Vendor, in advance via the on-line ordering system, with the number of breakfasts and breakfasts to go (K-12) meals to be delivered Monday through Friday to the respective locations.
14. Deliveries. These specifications pertain to all feeding programs.
- a. Delivery of food products shall be made via mechanically REFRIGERATED trucks capable of maintaining the product at a temperature not higher than 40°F into locations as designated by the SFA.
 - b. Hours of delivery are between 7:00 A.M. and 1:00 P.M. Delivery vehicles may not be loaded more than 18 hours prior to the commencement of deliveries.
 - c. Daily delivery may be required to school sites that have equipment failures and are unable to properly store, heat, or prepare meals.
 - d. Only one food delivery truck per day per location is allowed.
 - e. All Vendor pallets shall be picked up by Vendor weekly.
 - f. The Vendor shall take all necessary precautions to ensure the safety and security of persons and property. Delivery vehicles shall not exceed speeds of TEN (10) MILES PER HOUR on school property. When delivery vehicles are backing in to loading areas, delivery driver shall take extra precautions to ensure parked cars and children are not harmed or endangered.

15. Warehousing and Storage Specifications. These specifications pertain to all feeding programs
- a. The Vendor shall store complete meals that must be delivered to school facilities as directed by the SFA. The Vendor shall have adequate frozen, refrigerated, and dry storage space at this facility to maintain a one-week supply of the SFA's lunch meal program needs and a one-week supply of other meal program needs.
 - b. The Vendor shall maintain a warehouse and distribution facility. Preference will be given to Vendor who maintain a warehouse within the metropolitan area of Richmond, VA. All facilities shall conform to the following requirements.
 - 1) The facility shall meet USDA health standards as well as those of the state and local government in which the facility is located. Interior and exterior warehousing areas shall be clean at all times.
 - 2) The facility's exterior walls and sub floors are to be of tight construction, vapor sealed below ground, rodent-proof, and insulated to insure protection of foods from the elements. The walls and ceiling should be smooth and impervious to moisture, and easy to clean and repair.
 - 3) All electrical wiring shall comply with National Electrical Code, state, and municipal requirements.
 - 4) Accurate thermometers are required for proper temperature determinations. Adequate shelving or racks should be made available. The floor should be slip resistant concrete with integral hardener or other suitable hard surface.
 - 5) Loading Platform(s) Receiving Area(s) should be concrete and slip resistant, refrigerated, and should be enclosed.
 - 6) Warehouse/distribution facilities shall have a capacity capable of receiving, storing, staging, and handling bulk foods, frozen meals, fresh cold components and disposable items.
 - 7) The warehouse shall have refrigerated area(s) for staging deliveries.
 - 8) Warehouse location must comply with safe workplace standards and warehouse personnel must comply with safe food handling and warehousing standards.
 - 9) Deliveries shall be made from a single warehouse/distribution facility per Vendor.
 - c. The SFA may inspect warehousing facility or facilities and request warehousing records pertaining to safety and suitability. The SFA shall be the sole judge of the condition, suitability, acceptability, and safety of the warehouse/ distribution facility, and its judgment shall be final.
 - d. Storage. Vendor shall store cases of frozen, refrigerated, dry foods, and disposable items as follows:
 - 1) Trailer storage is not permitted at any time.
 - 2) Refrigerated and freezer storage areas are to be electronically monitored to record daily unit temperatures on a set schedule. Each day's records of temperatures are to be on file throughout the Contract Term and any renewal periods.
 - 3) Frozen foodstuffs shall be maintained in a hard frozen state 0°F or below.
 - 4) Refrigerated foodstuffs shall be maintained in a refrigerated state in a temperature range of 32°F -40°F.
 - 5) Product shall be maintained in a dry state. Temperature should not exceed 90°F.
 - 6) Vendor shall have an adequate number of refrigerated and freezer pallet slots to keep a minimum average of one week's worth of meals in storage.
16. SFA Responsibility. The SFA will be responsible for resolution of program review and audit findings.

V. PREPARATION AND SUBMISSION OF PROPOSALS

1. General Instructions:

- a. In order to be considered for selection, Offerors must submit a complete response to this RFP that includes all requested elements of the proposal on or before **the date and time specified on the Cover Sheet**. No other distribution of the proposal shall be made by the Offeror. The proposal must include all of the information set forth in this Section V and be organized as set forth herein. In addition, complete proposals must be electronically submitted through the Bonfire Portal on or before 2:00 p.m. on March 4, 2022. Refer to Attachment A for additional information and the electronic Bonfire Portal instructions.
- b. Late Proposals. No proposal received after the date and time specified for submission of offers will be considered. The time a proposal is received in hand is determined by the time annotated on the proposal receipt by the Contract Officer. Proposals received late will not be accepted. It is incumbent upon the Offeror to ensure its proposal is received at the date, time and place specified.
- c. All costs in preparation and submission of proposals is the responsibility of the Offeror. The SFA will not be held responsible for any costs incurred for work performed in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the firm. All information requested should be submitted. Failure to submit all information requested may result in the SFA requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals that are not substantive may be considered non-responsive. It is not sufficient for the Offeror to address the proposal in general terms or in terms other than those outlined in the proposal.
- c. Proposal response should address all requirements of the Scope of Work. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
- d. Ownership of all data, materials, and documentation originated and prepared for the SFA pursuant to this RFP shall belong exclusively to the SFA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, **the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be clearly identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, portions of the proposals that do not contain trade secrets or proprietary information, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal. If, after being given reasonable time, the Offeror refuses to withdraw the prohibited classification designation, the proposal will be rejected.
- e. All proposal submitted in response to this RFP will become the property of the SFA and are not returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract if requested, at the Vendor's expense.
- f. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on its proposal. This is a fact

finding and explanation session only and does not include negotiation. The SFA will schedule the time and location of these presentations. Oral presentations are an option of the SFA and may or may not be conducted.

3. Offeror's Understanding of the Requirements:

- a. Offeror or its authorized representatives is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting its proposal. Failure to do so will be at the Offeror's own risk and cannot secure relief on the plea of error.
- b. Offerors are responsible to inquire about and clarify any requirement of this RFP that is not understood and shall not take advantage of any errors or inconsistencies of the RFP specifications. Where errors occur in the RFP specification, the Offeror shall promptly notify the Contract Specialist listed. Inconsistencies in the RFP specifications are to be reported prior to proposals being submitted. The SFA will communicate any clarification to all potential Offerors.

Oral requests for information will not be accepted. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

- c. All inquiries must be submitted in writing via email to the Contract Specialist specified on the Cover Sheet. Please include RFP # and Title in the subject line.
- d. All written inquiries must be received at the Purchasing Office five (5) business days prior to the due date. NO FURTHER INQUIRIES WILL BE ACCEPTED AFTER CLOSE OF BUSINESS THAT DAY. Written answers will be provided by an addendum and posted to the Commonwealth of Virginia's procurement website at www.eva.virginia.gov, SFA website, and/or Bonfire. The Offerors are responsible for ascertaining the existence of any addendum.

4. Specific Proposal Instructions:

- a. Offerors are required to submit the following items as a complete proposal:
 - Completed and signed Cover Sheet
 - A written narrative describing the Offeror's organizational structure, key staff qualifications and experience
 - The Offeror's proposed meal menu selections for each program offered and menu type
 - All completed forms, including but not limited to:
 - ✓ U.S. Department of Agriculture Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion
 - ✓ Independent Price Determination
 - ✓ Certification of Interests & Relationships
 - ✓ Clean Air and Water Certificate
 - ✓ Crimes Against Children
 - ✓ State Corporation Commission Form
 - ✓ Minority Business Participation Form
 - ✓ Pricing Schedules

- b. See Attachment A for additional, more specific submission details and a full list of required forms.

5. Exceptions (Optional). Provide a narrative explanation of any limitations, exceptions to terms and conditions or exclusions of service, and a description of any assumptions made or expectations of the SFA not herein delineated. The Offeror shall state any exception to any liability provisions contained in the RFP in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation.

VI. PRE-PROPOSAL CONFERENCE

1. A pre-proposal conference is scheduled for 11:00 AM, February 8, 2022, via ZOOM. This pre-proposal conference is not mandatory. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Although participation at this conference will not be a prerequisite for submitting a proposal, due to the importance of all Offerors having a clear understanding of the scope of work and requirements of this solicitation, interested Offerors are encouraged to participate.

Optional Pre-Bid Meeting Invite to a scheduled Zoom meeting.

Join Zoom Meeting: <https://zoom.us/j/97785152317?pwd=VU0rZzh5bExMa3ZadXpJL0JQczlFZz09>

Meeting ID: 977 8515 2317

Passcode: EsG6Gx

One tap mobile

+16465588656,,97785152317#,,, *588764# US (New York)

+13017158592,,97785152317#,,, *588764# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 977 8515 2317

Passcode: 588764

Find your local number: <https://zoom.us/u/aBfWs910y>

2. In the event of inclement weather or operational outages (such as loss of power) that requires the closure of the SFA, the optional pre-proposal conference will be rescheduled for the next business day at the same time and location.

VII. EVALUATION, SELECTION, AND AWARD PROCESS

1. For consideration, Offerors **must** submit a complete response to this solicitation using the forms provided. Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors should address each evaluation criteria and to be specific in presenting its qualifications. Proposals should be as thorough and detailed as possible so the SFA may properly evaluate Offeror's capabilities to provide the required goods/services.
2. The SFA reserves the right to accept any proposal it deems most favorable to the interests of the SFA or reject any or all proposals if deemed not to be in the best interest of the SFA.
3. The SFA will award the contract to the most qualified and responsible Offerors whose proposal is responsive to this solicitation on the basis of the evaluation criteria included in this RFP. A responsible Offeror meets the requirements for financial, technical, and other resources and indicates an ability to perform/provide the products and services required by this solicitation.
4. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the Offerors' own risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the Offeror in submitting a proposal.
5. During the evaluation phase, proposals are reviewed by an Evaluation Committee to ascertain which proposals address all the requirements of the RFP, and to conduct an analysis to document the adequacy of the proposals. Proposals deemed technically non-responsive or not as responsive as other proposals may be eliminated at this point.

The Evaluation Committee may conduct interviews or site visits with selected Offerors to clarify specific matters presented in the proposals. The Evaluation Committee will use information gained during these discussions, and information presented in the proposal, to rank Offerors in accordance with criteria stated in the RFP.

6. Selection shall be made of two or more Offerors best qualified to provide services on the basis of the factors included in the Request for Proposal. The selection is based upon the Evaluation Committee's initial score and will be used to create a Short List of firms deemed best qualified.
7. The Evaluation Committee will then request food and packaging samples from each Offeror on the Short List; and evaluation and rating will be made of those Offerors on the Short List. Selection shall then be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals and samples, if required, on the basis of the factors included in the Request for Proposal. The selection is based upon the Evaluation Committee's final score. Negotiations shall be conducted with each of the Offerors so selected.
8. The Evaluation Committee will use the following criteria to evaluate proposals. A contract will be awarded to the responsible Offeror whose proposal is the most advantageous to the SFA with price and other factors considered (2 CFR 200.320(d)). Price is the primary consideration when awarding a contract under the competitive proposal method (*USDA Guidance Manual Contracting with Food Service Management Companies: Guidance for School Food Authorities*, May 2016).

Number	Criteria	Percentage
1	Price/Cost	29%
2	Service capability and management plan addressing the services requested	20%
3	Experience and references	15%
4	Financial condition and business practices	10%
5	Accounting reporting systems	10%
6	Personnel management, training, and professional standards	10%
7	Promotion/Marketing of the SNP (NSLP and SBP) with focus on student wellness	3%
8	Involvement with students, staff, and patrons	3%
N/A	Total Points Possible:	100%

For reference purposes, Offerors are advised the SFA will use the following Rating Criteria used by References rating Offerors and used by Evaluation Committee:

<u>Numerical Rating</u>	<u>Adjective</u>	<u>Description</u>
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable
2	Poor	Marginally meet minimum requirements; significant deficiencies which may be correctable
3	Acceptable	Meets minimum requirements; only minor deficiencies which are correctable
4	Good	Meets minimum requirements with no deficiencies
5	Excellent	Exceeds most, if not all, requirements with no deficiencies

9. The final negotiated contract and supporting documentation is subject to review by the Virginia Department of Education, Office of School Nutrition Programs (VDOE-SNP) before the signing of the contract by all parties. This review is to ensure the contract documents comply with all the provisions and standards set forth in USDA regulations 7 CFR 210.16 and 210.21, the procurement standards specified in 2 CFR 200.318.326, and regulatory requirements for USDA donated foods in contracts with Offerors, as defined in subpart D of 7 CFR 250. Paying the Offeror from the SNP funds (school foodservice account) is prohibited until both parties sign the Contract.

- a. The complete and final contract includes all documents included by the SFA in the RFP and all documents submitted by the Offeror that have been mutually agreed upon by both parties (i.e., worksheets, appendices, attachments, operating cost sheets, etc.).
 - b. If additional information is required, please contact the Contract Specialist on the cover page of this solicitation.
10. Any Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Contract Specialist specified on the Cover Sheet no later than ten (10) days after the Notice of Award or the Notice of Intent to Award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The RPS' Chief Operating Officer (COO) shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken.

If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The SFA shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the SFA. Where the award has been made and performance has begun, the COO may declare the Contract void upon a finding that this action is in the best interest of the SFA. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

An award need not be delayed for the period allowed an Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.

VIII. GENERAL TERMS AND CONDITIONS

The following Terms and Conditions are MANDATORY and shall be incorporated verbatim in any contract award:

1. **ADA COMPLIANCE:** Pursuant to the Americans with Disabilities Act (ADA), any person requiring special accommodations to participate in this proceeding should contact the Division of Procurement & Property Management no later than one (1) business day prior to bid opening at (804) 780-6110. If you are hearing or speech impaired, please contact the SFA by calling the ADA office TTY line at (804) 708-6226.
2. **ADDENDA:** Offerors are reminded that changes to the solicitation, in the form of addenda, are often issued between the issue date and the due date. All addenda must be acknowledged as part of the proposal submission. Failure to acknowledge an addendum may result in the SFA considering the proposal incomplete and be rejected or receive a lower evaluation score. Notice of addenda will be posted on SFA website, Bonfire and/or eVA. It is the Offeror's responsibility to monitor the web sites for the most current addenda.
3. **APPLICABLE LAWS AND COURTS:** This solicitation and any contract resulting from this solicitation shall be governed and construed in accordance with Virginia law without taking into account conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to the contract resulting from this solicitation shall be the Circuit Court of the City of Richmond. The SFA may at its discretion, and if agreeable to the Contractor, resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). However ADR entered into by school boards shall be non-binding. The Contractor shall comply with applicable federal, state and local laws and regulations.
4. **ANTI-DISCRIMINATION:** By submitting its offer, Offeror certifies to the SFA that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements

made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in A. and B. below apply:

A. During the performance of this contract, the Vendor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts over \$10,000.00.
- 2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Vendor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for meeting the requirements of this Section.

B. The contractor will include the provisions of A. above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Vendor.

5. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the SFA all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the SFA under said contract.
6. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the SFA.
7. ANNOUNCEMENT OF AWARD: Upon the award or decision to award a contract as a result of this solicitation, the SFA will publicly post such notice on the Commonwealth of Virginia's procurement website (www.eva.virginia.gov), SFA website and Bonfire Portal for a minimum of ten (10) days.
8. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
9. AVAILABILITY FUNDS: It is understood and agreed between the parties herein that the SFA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
10. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the true meaning of the specifications, scope of work, or other solicitation documents or otherwise determines an error exists, the prospective Offeror must provide a written inquiry (email preferred) to the Contract Specialist whose name appears on the face of the solicitation no later than five (5) days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Procurement Officer. The SFA will not be responsible for explanations or interpretations of solicitation documents except as issued in accordance herewith.

11. CHANGES TO THE CONTRACT: The parties may agree in writing to modify the terms, conditions, and in a limited number of instances, the scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
12. CONTRACT ADMINISTRATION: The successful administration of this Contract will require close coordination with the SFA School Nutrition. The Procurement Division has designated the Contract Administrator as, Susan Roberson, (Director of School Nutrition Services for the SFA) who will coordinate the work and will have the authority to make decisions in writing binding their respective employees on matters within the Scope of Work and Specifications of the contract. Attention is directed to the provisions regarding Changes to the Contract and the No Contact Policy.
13. CRIMES AGAINST CHILDREN: The Contractor shall certify that it, its employees, and all other persons, including subcontractors and suppliers, who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony, or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Contractor shall execute the certification at the time of award. Pursuant to §22.1-296.1, *Code of Virginia*, any person making materially false statements regarding offenses which are required to be included in the certification shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services. The SFA shall not be liable for materially false statements regarding the certifications required under this provision.
14. CURRENCY: Unless stated otherwise in the solicitation, Offerors shall state prices in US dollars.
15. DEBARMENT STATUS: By submitting its proposal, Offeror certifies that it is not currently debarred suspended or otherwise excluded from submitting offers on contracts by any public body of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting offers on contracts by a public body of the Commonwealth of Virginia or by an agency of the United States of America.
16. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the SFA, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the SFA may have. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
17. DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or Vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
18. ETHICS IN PUBLIC CONTRACTING: By submitting its proposal, Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with its proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

19. **GIFTS AND CONTRIBUTIONS:** All SFA employees having official responsibility for procurement transactions shall conduct business with Vendors in a manner above reproach in every respect. The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors to the standards of conduct provisions of the Commonwealth. To the extent permissible under state law, violations of any such provisions shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.
20. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting its proposal and entering into a written Contract, Vendor certifies that it does not and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986 (the "Act") or otherwise violate the provisions of the Act.
21. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 combined single limit.
 5. Other insurance as required based upon the nature of the contract.
22. **MANDATORY USE OF FORMS:** Failure to submit a proposal on the forms provided for that purpose may be cause for rejection of the proposal as non-responsive. Modifications of or additions to any portion of the proposal forms including to the Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the SFA reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
 23. **NO CONTACT POLICY:** During the conduct of this solicitation, no Offeror shall initiate contact with any representative of the SFA, including School Board Members, contract administrator, or other employee outside of the Procurement Officer concerning the conduct of this solicitation. Any contact with an SFA representative is prohibited and may result in disqualification from the procurement process.
 24. **NONDISCRIMINATION OF CONTRACTORS:** An Offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

25. PAYMENT:

a. To Prime Contractor:

- 1) Invoices for services delivered shall be submitted as indicated in Section X. The preferred method is by email. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations) and a unique invoice identifying number.
- 2) Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
- 3) The following shall be deemed the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 4) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the SFA shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve the SFA of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

b. To Subcontractors:

- 1) Within seven (7) days of the contractor's receipt of payment from the SFA, a contractor awarded a contract under this solicitation is hereby obligated (i) to pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (ii) notify the SFA and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- 2) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the SFA, except for amounts withheld as stated in (1) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the SFA.

c. The SFA encourages contractors and subcontractors to accept electronic payment and, if applicable, credit card payment.

26. PRECEDENCE OF TERMS: The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF FORMS AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS and PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions or any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

27. PURCHASE ORDERS: The SFA does not place verbal orders for the Goods and Services. Orders for goods and services may only be placed by a formal written Purchase Order or making electronic payment using the Schools' P-Card. Purchase Order must be issued in advance of the Contractor's provision of the goods or services. Accordingly, at the SFAs' request, the Contractor will issue a proposal/quotation listing the goods and services desired by the SFA and corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the SFA will issue a corresponding Purchase Order or make a corresponding electronic P-card payment for a specified fee amount. This

specified fee amount cannot be exceeded by the Contractor unless a new formal written Purchase Order or Purchase Order revision is issued by the SFA authorizing a specific additional fee amount. Under no circumstances does the SFA authorize the Contractor to provide the goods and services before receipt of an electronic P-card payment or before receipt of a formal written Purchase Order against its proposal/quotation. If the Contractor provides goods and services prior to receipt of a written formal Purchase Order or an electronic P-card payment, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

28. QUALIFICATIONS OF OFFERORS: The SFA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to the SFA all such information and data for this purpose as may be requested. The SFA reserves the right to inspect the contractor's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. The SFA further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy the SFA that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
29. SEVERABILITY: If any provision of the Scope of Work, General Terms and Conditions or Special Terms and Conditions be held invalid, such holding shall not affect the remaining provisions.
30. STATE CORPORATION COMMISSION IDENTIFICATION: Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC).

Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. Any bidder or Offeror that fails to provide the required information may not receive an award

31. TAXES. Sales to the SFA are normally exempt from State sales tax. State Sales and Use tax certificates of exemption, Form ST-12, will be issued upon request. Delivery against this contract shall be free of Federal excise and transportation taxes. The SFA excise tax exemption registration number is 54-1804146. (Applicable to goods only.)

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

32. TERMINATION: The SFA may terminate this contract in one of three methods:

a. Termination with Cause.

- 1) Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until (a) the other party is given at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (b) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.
- 2) In case of failure to deliver goods or services in accordance with the contract terms and conditions, the SFA, after due oral or written notice, may procure them from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that SFA may have.
- 3) If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of the Contract to the SFA's satisfaction during this ten (10) calendar-day period as indicated in writing to the Contractor, then the SFA notice of termination with cause shall be deemed null and void.

- 4) Upon such termination, the SFA shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the SFA up to the time of termination and upon delivery to the SFA of all completed or partially completed work performed by the Contractor. The SFA shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.
 - b. Termination without Cause.
 - 1) The SFA may terminate this Contract without cause by delivery or written notice to the Contractor of the Schools' intent to so terminate. Provide the delivery of such notice at least ninety (90) calendar days prior to the date of termination and, otherwise, given in accordance with the requirements of this Contract for the delivery of notices.
 - 2) Upon such termination, the SFA shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the SFA up to the time of termination plus such portion of the fixed fee to which the Contractor may be entitled under this Contract as a result and upon delivery to the SFA of completed or partially completed work. The SFA shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. Upon such termination, the Contractor shall have no further obligation under this Contract.
 - c. Termination for Convenience.
 - 1) The SFA may terminate an award prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Vendor.
 - 2) Termination for cause and for convenience clause included with the manner by which it will be affected and the basis for settlement (For contracts in excess of \$10,000 only).
33. **TESTING AND INSPECTION:** The SFA reserves the right to conduct any tests or inspections if may deem necessary and advisable to assure goods and services conform to the requirements and specifications.

IX. SPECIAL TERMS AND CONDITIONS

The following Terms and Conditions are desirable. Offerors may propose alternative language; however, the basic contract form shall be retained. Offerors are requested to limit proposed changes, if any, to those of a substantive nature.

1. **ACCEPTANCE PERIOD:** Any response to this solicitation shall be valid for a period of ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it shall remain in effect until an award is made or the solicitation is cancelled.
2. **ADDITIONAL USERS:** This procurement is being conducted on behalf of the SFA and other public bodies in accordance with §2.2-4304 (Cooperative Procurement) of the Virginia Public Procurement Act.
 - a. If approved by the Contractor, the resulting contract may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directory with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of the Offeror's proposal.
 - b. Upon Contractor approval, any public body using the resulting contract may execute a separate contract with the Contractor to include additional terms and conditions required by statute, ordinance or regulation; or to remove terms and conditions which may conflict with its governing statutes, ordinances or regulation. If the additional terms and conditions are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that public body.
 - c. The SFA, its officials, and staff are not responsible for placement of orders, invoicing, payment, disputes or any other transaction between the contractor and the public bodies; and in no event shall the SFA its officials or staff be responsible for any costs, damages or injury resulting to any party from the use of an SFA contract.

3. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. The SFA or State auditors shall have full access to and the right to examine any of the Contractor's program material during said period. The SFA further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract where payments by the SFA are based on records of time, salaries, materials or actual expenses. In cases where the Contractor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the Metro-Richmond area.
4. **AUTHORIZED REPRESENTATIVES:** This contract may be modified in accordance with §2.2-4309 of the *Code of Virginia*. Such modifications may only be made by the representatives authorized to do so or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty- five percent (25%) or \$50,000, whichever is greater, without the approval of the Authorized Representative or authorized designee.

In the event that the Contractor's Project Manager, or any other individual responsible for the SFA's account, is no longer employed by the Contractor, is unavailable for any reason, or is performing in an unsatisfactory manner as determined by the SFA's Contract Administrator, the Contractor shall propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the services to the SFA. The SFA reserves the right to approve the replacement or to cancel the Agreement.

CONTRACTOR'S PROJECT MANAGER

5. **AWARD OF CONTRACT:** Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price, if so stated in the RFP. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The SFA may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the SFA determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
6. **AWARD TO MULTIPLE OFFERORS:** The SFA reserves the right to accept or reject any or all proposals or any part thereof; and to award multiple contracts to more than one Offeror, in part or in whole, whichever is deemed to be in its best interest.
7. **BONDING:** The SFA reserves the right to require the successful Offeror to furnish a performance bond in the amount of the negotiated contract before award of contract. If no bond can be furnished by the successful Offeror, the SFA reserves the right to negotiate a contract with the next Offeror.
8. **BRAND NAME or EQUAL:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the SFA, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the SFA to

determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified.

9. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this contract are vital to the SFA and must be continued without interruption and that, upon contract expiration, a successor, either the SFA or another contractor, may continue them. The Contractor agrees:
 - To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - To make all SFA-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and,
 - That the Contract Specialist shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Specialist, furnish phase-in/ phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Specialist's approval.
- c. The Contractor may be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Specialist in writing prior to commencement of said work.

10. CONTRACTING PROHIBITION: The SFA is prohibited from entering into a contract with a Vendor that develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting the procurement.

11. COVID 19 PROTOCOL: By signing a written agreement, the Contractor is certifying that all employees and representatives of the Contractor have submitted proof of vaccination to the Contractor prior to entering any RPS school or central office building. Should the Contractor implement a medical or religious exemption process for employees and representatives, the Contractor agrees to implement a weekly COVID-19 testing protocol for employees and representatives exempted from the vaccination requirement. Any costs related to COVID-19 testing will be the responsibility of the Contractor; and,

The Contractor shall ensure that all employees and/or representatives of the Contractor, comply with all remaining applicable health and safety measures in effect for RPS including but not limited to, the wearing of masks while present inside and outside of any RPS school or central office building regardless of vaccination status; physical distancing of three to six feet to the greatest extent possible; and completing the symptom screening questionnaire through RPS' daily log-in system, Raptor. RPS Health and Safety Measures for Fall 2021 In-Person Instruction can be found at <https://www.rvaschools.net/health-safety>.

12. The provisions as stated in this section shall continue to be in effect until further notice. Failing to adhere to the stated COVID-19 protocols shall be considered an event of default and grounds for termination of the Contract pursuant to the terms previously agreed upon in the Contract.

13. DISPUTES: In accordance with §2.2-4363 of the *Code of Virginia*, contractual disputes shall be resolved according to the SFA Purchasing Manual, Chapter VII, paragraph G, incorporated by reference.

14. INDEMNIFICATION: Contractor agrees to indemnify the SFA, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

15. **MINORITY BUSINESS PARTICIPATION:** The SFA encourages participation by small-, minority-, women-, disadvantaged-, and veteran-owned businesses in all contracts through subcontracting, joint venture, or other methods in contracting for goods and services. The SFA, in awarding contracts, strives to obtain a minimum of twenty percent (20%) of its annual aggregate expenditure for contracts and services from minority-owned business enterprises.
16. **PATENTS AND TRADEMARKS:** By submission of an offer, the Offeror certifies that the merchandise to be furnished will not infringe any valid patent or trademark, and the successful bidder will, at its own expense, defend any and all actions or suits charging such infringement, and will save the SFA harmless in case of any such infringement.
17. **PRIME CONTRACTOR RESPONSIBILITY:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
18. **RECORDS:** Records of all consumers served under this Contract shall be the property of the SFA and shall revert to the SFA on the last day of the contract period. The SFA may assign such records to the Vendor if a contract is re-awarded or renewed, or the SFA may transfer copies of the client record totally or in part to subsequent Vendor for continuity of service. Fiscal and program records shall be maintained for three years or until audited in accordance with Commonwealth of Virginia requirements, whichever is later.
19. **SAMPLES:** Samples of items, if and when requested, shall be furnished without charge. Failure on the part of the Offeror to provide such samples within the specified time frame or to comply with these instructions may be cause to remove the proposal from further consideration. If not destroyed and upon request at the time of submission, samples will be returned at the Offeror's expense.
20. **STANDARD CONTRACT:** The successful Offeror will be required to enter into the SFA's Standard Contract, and its proposal will become an attachment to the contract or agreement incorporated by reference.
21. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the SFA. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Contract Specialist the names, qualifications and experience of its proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the Contract.
22. **TERM AND RENEWAL OF CONTRACT:**

The term of this Contract shall be from the date of award through the end of the 2021-2022 school year, approximately six (6) months. Any work assigned but not completed shall survive the initial performance period until such time as the work is completed and accepted. The contract will not be effective prior to the date of final approval by the SFA School Board. The contract may be renewed as indicated:

- a. **Renewal of Contract:** This contract may be not be renewed.
- b. **Extension.** The SFA may extend the current term of an existing contract for services to allow completion of any work undertaken but not completed during the term of the contract for a period of eleven (11) months. No additional consideration exceeding the contracted price may be paid to the contractor.
- c. Contractor shall give not less than thirty (30) days advance written notice of any price increase request, with documentation, to the Contract Specialist, who will notify the using agencies and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the SFA and reflected in subsequent invoices.

23. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the SFA by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid/proposal.
24. **WORK SITE DAMAGES:** Any damage to existing utilities, structures, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the SFA's satisfaction at the Contractor's expense.

X. METHOD OF PAYMENT

1. **Invoices.** All invoices must be rendered promptly to the SFA Nutrition Services after all Services covered by the invoice have been provided and accepted. Vendor should provide itemized invoice for each program; detailing the products provided with the quantity, unit cost, total for each item and grand total for the invoice. No invoice may include any cost other than those identified in the Contract.

Invoices shall provide at a minimum:

- Vendor Name, Address and Taxpayer Identification Number (TIN)
 - SFA Ordering Individual
 - Agreement Number
 - Date of Invoice
 - Unique Invoice Number
 - Monthly charges
 - Date(s) of Services
 - Itemized Description of Product and Schools where delivery of Products occurred
2. Invoices shall be submitted via email to the individuals below:

Attention Carolyn Nelson and Asha DeFreitas
Address: 1461 Commerce Road, Suite B, Richmond, VA 23224
cnelson@rvaschools.net
adefreit@rvaschools.net

XI. PRICING SCHEDULE

1. Each program contract(s) will be a Fixed-Meal Price and a Fixed Single Serving Meal Component Price contract for the entire term. Offeror shall complete and return the Fixed Meal Price Quotes described in Attachments G.1 through G.3.
2. Offeror's pricing proposal must include all charges associated with providing the requested services. The SFA will not be liable for fees or charges that are not set forth in the Pricing Schedule or as agreed upon through negotiations. An Offeror must be willing and able to successfully provide the service proposed at the prices offered. Pricing must be valid for the period specified. If Offeror is reserving the option to withdraw the pricing during that period, then it must clearly state this in its proposal.
3. Additional information and detail may be attached as needed. All one-time and recurring costs, and underlying assumptions on the part of the Offeror must be clearly, conspicuously and fully disclosed. For example, if unit price is based on a certain volume, that assumption should be indicated. Offeror shall clearly identify any discount targets/ranges available. Offerors may add additional items, components, or services that it believes may be integral to the overall provision of services as envisioned and described in this RFP or that may otherwise be applicable.

XII. ATTACHMENTS

ATTACHMENT A – Proposal submission instructions
ATTACHMENT B – SCC Form
ATTACHMENT C – Special Terms, Conditions and Certifications
ATTACHMENT D – Instructions for use of USDA foods
ATTACHMENT E – Food Product Specifications
ATTACHMENT F – Disposable Product Specifications
ATTACHMENT G – Pricing Schedules
ATTACHMENT H – Certifications and Disclosure forms
ATTACHMENT I – Vendor Information
ATTACHMENT J – Minority Business/Participation Form

END OF SOLICITATION

ATTACHMENT A – PROPOSAL SUBMISSION INSTRUCTIONS

Please follow these instructions to submit proposals.

1. Proposals should be prepared so that the Evaluation Committee may properly evaluate the Offeror's capabilities to provide the required goods and/or services. The proposal should include a completed and signed cover sheet.
2. Provide a narrative describing the Offeror's organizational structure and history, qualifications and business experience/references, key staff qualifications and experience, locations and subsidiaries; legal status (e.g. corporation, joint venture) and location from which the services will be performed. The narrative should not exceed three pages.
3. Offerors are required to submit the following items as a complete proposal:
 - Completed and signed Cover Sheet (Offeror Provide)
 - Written Narrative (Offeror Provide)
 - Proposed meal menu selections for each program offered and menu type (Offeror Provide)
 - Initial samples of packaging, including variations of individual compartment trays, oven-able boxes, fresh meal trays and three compartment trays (.pdf format only) (Offeror Provide)
 - Pricing Schedules (Attachment G)
 - State Corporation Commission Form (Attachment B)
 - Licenses and Certifications, including Business License (Offeror Provide)
 - Certificate of Occupancy (Offeror Provide)
 - Approved Health Department Certification (Offeror Provide)
 - U.S. Department of Agriculture Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion (Attachment H)
 - Independent Price Determination Certificate (Attachment H)
 - Clean Air and Water Certificate (Attachment H)
 - Certification of Interests & Relationships (Attachment H)
 - Certification Regarding Lobbying Activities (Attachment H)
 - Disclosure of Lobbying Activities (Attachment H)
 - Crimes Against Children Form (Attachment H)
 - Vendor Data Sheet (Attachment I)
 - Vendor Qualification Questionnaire (Attachment I)
 - Minority Business/Participation Commitment Form (Attachment J)
4. Offerors should submit required documents in the most appropriate file formats/types, including the following types: .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip
5. Upload your submission at:

<https://rps.bonfirehub.com/opportunities/56937>

or

<https://rps.bonfirehub.com/portal/?tab=login>

The Q&A period for this opportunity starts at issuance. The Q&A period for this opportunity ends February 15, 2022, 5:00 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of March 4, 2022 2:00 PM EST. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant times depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11s Microsoft Edges Google Chromes or Mozilla Firefox.

JavaScript must be enabled. Browser cookies must be enabled.

Need Help?

Richmond Public Schools uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their support at <https://support.gobonfire.com/hc/en-us>.

ATTACHMENT B - SCC FORM

Virginia State Corporation Commission ("SCC") Registration Information:

The undersigned Offeror:

_____ is a corporation or other business entity with the following SCC identification number: _____

-or-

_____ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-or-

_____ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location)

-or-

_____ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in titles 13.1 or 50 of the *Code of Virginia*.

_____ check here if you have not completed any of the foregoing options, but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals.*

Signature: _____ (Date)

Name: _____
(print) Title

Name of firm: _____

* The SFA reserves the right to determine in its sole discretion whether to allow such a waiver

ATTACHMENT C – SPECIAL TERMS, CONDITIONS AND CERTIFICATIONS

Refer to Attachment H for Certification forms. The Vendor shall comply with the following certifications and provisions relating to USDA/Food Service Contracts:

1. Meal Claims

The Vendor shall pay the SFA the full amount of any meal over-claims which are attributable to the Vendor's negligence, including those over-claims based on review or audit findings that occurred during the effective dates of the original contract and any renewal periods.

2. Energy Policy and Conservations Act

All mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

3. Equal Employment

Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, and Part 60.

4. U.S. Department of Agriculture (USDA) Civil Rights Provisions for NSLP, SBP, CACFP & SFSP

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

5. Civil Rights Title IV Certification

The Offeror hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the

purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of foodservice equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.”

“By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

6. Civil Rights Title IX Certification

The Offeror hereby agrees that it will comply with Civil Rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; the FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

7. Certification of Independent Price Determination

The Offeror and SFA shall execute a certification that the offer of costs and prices has been arrived at independently without consultation or collusion. Such Certification shall be incorporated by reference and shall become part of any resulting contract.

8. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Offeror shall certify that it has not been debarred from entering into contracts with the Federal Government or any other entity receiving Federal funds, or suspended from entering contracts during a time when the Vendor is being investigated for a legal action is being taken to debar the Vendor from contracting activities. Such Certification shall be incorporated by reference and shall become part of any resulting contract. (7 CFR §3017)

9. Certification regarding Clean Air Act

All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Air Act (33 U.S.C. 1368), Such Certification shall be incorporated by reference and shall become part of any resulting contract t.

10. USDA Donated Foods

Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7CFR 250 and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value. (7 CFR250.53(a)(7));

- A statement that the distributing agency, sub distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the Offeror’s food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods. (7 CFR 250.53(a) (10)); and
- A statement that extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods. (7 CFR 250.53(a) (12)).

ATTACHMENT D – INSTRUCTIONS FOR USE OF USDA FOODS

1. The Vendor must be independent of the SFA and be an authorized Vendor for handling USDA Foods in Virginia.
2. USDA Food Credits: When USDA Foods are used, Vendor will provide full USDA Food credit for the SFA and deduct the amount from subsequent invoices. If DOD Fresh Dollars are used, the SFA will be credited the full value of DOD purchased produce.
3. Credits for USDA Foods will be at the Fair Market Value established by the USDA and utilize the most current version of the Virginia Department of Agriculture Bureau of Food Distribution Commodity Price List. Prices are effective July 1st through June 30th of current school year.
4. The amount of USDA Food valued in USDA Foods further processed will be determined by the Donated Food Values per case listed on the End Product Data Schedule for each product.
5. In order to ensure full USDA Food credit, Vendor will provide monthly reporting and documentation, that includes but is not limited to:
 - a. Name of menu items utilizing USDA Foods.
 - b. Name of USDA Foods and USDA Item code for the corresponding menu item.
 - c. Net weight/portion of USDA Foods in the menu item.
 - d. Total number of servings of menu item in each case of USDA Foods.
 - e. USDA value per serving of the menu item.
 - f. Reports are due 30 days after the close of the month.
6. If the successful Vendor is required to pick up the USDA Foods, the Vendor shall absorb this expense.
7. When USDA Foods (brown box or raw bulk) are used, the successful Vendor must obtain a current Virginia commodities agreement that shows that the Offeror has been approved to utilize donated USDA Food products. The successful Vendor must submit with the RFP a copy of their Donated USDA Food Processing Agreement made by and between the State Agency and the processor of the end product and which has been approved by the USDA. The Donated USDA Food Processing Agreement will allow the processor to receive USDA Foods and to properly credit the SFA.
8. Vendor assumes liability for proper use and protection of DOD Fresh Produce and USDA Foods assigned to it by the SFA for which the SFA will receive credit. In the event that a loss of USDA Foods occurs while the food is in the control of the Vendor and the food is deemed unfit for consumption as a result of spoilage, contamination, infestation, and/or damage, the Vendor will be required to reimburse the SFA for the fair market value of the USDA foods or be required to replace the product on the commercial market with the same type of food of US origin of equal or better quality.
9. Vendor assumes liability for proper use and protection of DOD Fresh Foods and USDA Foods further processed purchased by the SFA and delivered to and received by the Vendor for plating in meals. Once the processed foods containing USDA Foods have been plated, the Vendor is responsible for the meals. In the event that the plated meal is discovered to have a test result outside of acceptable ranges, or other contamination or damage that results in the food being unfit for human consumption, it is the Vendors responsibility to work with the supplier to resolve disputes. The SFA will be held harmless by Vendor of storage charges and any other costs associated with the incident while dispute is being resolved.
10. USDA Acceptance and Grading Service: USDA directive FD-8-002 requires that a USDA Acceptance and Grading Service Grader be on site each time a donated USDA Food beef or poultry component is assembled. This requirement is to assure that the donated protein component provided by the successful Vendor is being utilized in the SFA's meal program. It is incumbent upon the successful Vendor to request USDA Acceptance and Grading Service in a timely manner in order to avoid scheduling conflicts in USDA services and assure that USDA Grading is available. The successful Vendor is solely responsible for any direct or indirect costs relating to this service.
11. Billing- Vendor will maintain perpetual inventory records for USDA food and USDA Foods further processed received and distributed to the SFA. Monthly billing will be designed to clearly indicate activity in cases of product being billed, Inventory of USDA FOOD further processed and USDA FOOD product in the free storage period.

12. A Year-end reconciliation shall be conducted by the SFA and the Vendor along with VDAC Specialist to ensure and verify that the correct and proper credit has been received for the full value of all USDA Foods used by the SFA during the fiscal year. The SFA reserves the right to conduct USDA Food credit audits throughout the year to ensure compliance with Federal regulations 7 CFR 210 and 7 CFR 250.

ATTACHMENT E – FOOD PRODUCT SPECIFICATIONS

FOOD PRODUCT SPECIFICATIONS

Breakfast, Lunch, After-School, Bulk Cafeteria Style, Shelf Stable and Field Trip Meals

1. **Beef-**

All beef products must provide 2 ounces edible protein. All Beef must be USDA Grade Select or better. Beef products must be 100% beef except when noted. All beef products must be LFTB free. Processed products must use lower sodium formulations. Product is not to contain artificial coloring, flavoring, LFTB, MSG, BHA, or BHT.

Specific requirements are as follows:

- a) Ground beef: must meet the USDA definition of “ground beef,” must be USDA Grade select or better and must be declared on the ingredients statement as “ground beef” (not more than 20% fat). Ground beef must be free of VPP. Preference for hormone- and antibiotic free or grass-fed or grass-finished.CN labeled.
- b) Meatballs: reduced sodium formulations preferred. Beef meatballs may not contain more than 20% fat. May have whole grain rich fillers, but may not contain VPP or other extenders. No egg protein. May contain natural flavors, spices and herbs. Each meatball must be .5 M/MA.CN labeled.
- c) Meatloaf: reduced sodium formulations preferred. Beef meatloaf may not contain more than 20% fat. May have whole grain rich fillers, but may not contain VPP or other extenders. No egg protein. May contain natural flavors, spices and herbs. Maximum Dimension 3 x 3 1/2 inches.CN labeled.
- d) Hamburger Patty: 100% beef, no VPP or other extenders. Sodium should be less than 150 mg per serving. No egg protein. Product should appear flame broiled. Preference for hormone- and antibiotic free or grass-fed or grass-finished.CN Labeled.
- e) Beef/Poultry Patty: Flame Broiled Patty, cooked beef and poultry (chicken or turkey). No VPP or egg protein. CN labeled.
- f) Beef/mushroom Patty: Flame Broiled Patty, cooked beef and poultry mushrooms. No VPP or egg protein. CN labeled.
- g) Salisbury Steak: 100% beef, no VPP or other extenders. Sodium should be less than 150 mg per serving. No egg protein. Product should appear flame broiled. May contain poultry (chicken or turkey). CN labeled. Maximum Dimension 3 x 3 1/2 inches.
- h) Beef strips: 100% beef, no VPP. May be chopped and formed. Product should appear flame-broiled. CN labeled.
- i) Beef cubes: 100% beef, no VPP. Cubes may be chopped and formed. CN labeled.
- j) Beef Crumbles: 100% beef with a maximum fat content of no more than 20%. Fully cooked, drained and rinsed, IQF. Finished cooked weight equal to a minimum of two (2) ounces M/MA per portion. No VPP or other extenders. Maximum crumble size of ¼ inch. CN Labeled.
- k) Taco Filling: Each serving to provide two (2) meat/meat alternate equivalents and ½ cup vegetables. Ground Beef to have a maximum fat content of 20% and be 100% beef. No VPP or other extenders. Flavored with tomato sauce and seasonings. CN Labeled.
- l) Beef/Poultry Hot Dog: Fully cooked, skinless, made from beef and/or poultry (chicken or turkey). Fat content not to exceed twenty percent (20%) cooked weight. Less than 400 mg sodium per serving. No additional additives. CN label and verifiable nutritional analysis required. Must provide two (2) ounces edible protein. Meat from head, tongue, heart, esophagus or other organs is not permitted.
- m) Beef Salami: Must contain 100% beef. Diameter of product should not exceed four (4) inches. No VPP or other extenders or fillers. No variety meats. CN Labeled. Minimum two (2) ounce meat/meat alternate equivalent unless served in combination with another protein. Thinly sliced into ¼ ounce slices. Meat from head, tongue, heart, esophagus or other organs is not permitted.
- n) Beef Bologna: Must contain 100% beef. Diameter of product should not exceed four (4) inches. No VPP or other extenders or fillers. No variety meats. CN Labeled. Minimum two (2) ounce meat/meat alternate equivalent unless served in combination with another protein. Thinly sliced into ¼ ounce slices. Meat from head, tongue, heart, esophagus or other organs is not permitted.
- o) Wafer-thin Sliced Steak Seasoned Beef Steak and Provolone or White American Cheese and a mixture of spices. The USDA inspected beef used to produce steak shall not contain more than 20% fat. Beef flaked, chopped, formed, quick frozen, tempered and wafer thin sliced. No poultry, milk or milk products allowed in formulation. Meat from head, tongue, heart, esophagus or other organs is not permitted. Finished cooked weight equal to a minimum of two (2) ounces M/MA per portion.

2. **Dairy-**

- a) Fluid Milk: All products are to be delivered fresh, and must be of the highest quality. No seconds will be accepted in the quality of the product supplied. Child Nutrition Reauthorization Act of 2010 requires that schools offer with

meals, low-fat and non-fat fluid white milk and lactose-free milk and non-fat flavored milk. The District requires flavored milk to contain the lowest sugar content available on the market to serve to our students. Therefore, the Vendor should make these varieties available. Vendor agrees that all milk delivered must show a selling date postdated a minimum of 10 days from date of delivery.

- 1) All products are to be thoroughly chilled to an internal temperature of 40 degrees F or below. Any milk delivered at above 40 degrees F, will be rejected. Fluid milk products shall be manufactured and pack- aged as defined in the State regulations governing the production and sale of milk products. Milk products are to be pasteurized, homogenized and vitamin fortified. If manufactured in Pennsylvania, products shall be manufactured in and furnished from plants and delivery equipment operating under strict sanitary conditions and in accordance with Commonwealth of Pennsylvania Code Title 7, Agriculture Chap. 59, Milk Sanitation and Standards.
- 2) In addition to fluid dairy milk, the District also requires:
 - a) UHT Milk (Half Pint): 8 ounces per container. Packaged in an aseptic, pre-sterilized and hermetically sealed container. Freshness guaranteed for 35 days. Aseptic container shall have straw attached with an easy penetrable location for final consumption. No additives or preservatives. Must be processed using the DASI system.
 - b) Milk, Aseptic, Grade A. 8 ounces per container. Packaged in an aseptic, pre-sterilized and hermetically sealed container. Guaranteed to remain fresh for six (6) months without refrigeration. Aseptic container shall have straw attached with an easy penetrable location for final consumption. No additives or preservatives. Must be processed by the Ultra High Temperature process (UHT) of pasteurization to at least 280 degrees F.
 - c) Lactose Free Non-Fat Milk: 100% Lactose Free Non-Fat or 1% Milk. 8 ounces per container. Packaged in pure pack cartons. Guaranteed to have an extended refrigerated shelf life of sixty (60) days from production date. Must be ultra-pasteurized.
 - b) Cheese: 100% cheese. NO IMITATION CHEESE IS ALLOWED.
 - 1) Mozzarella Cheese: 100% cheese is to be low moisture, part skim, mozzarella cheese. Low sodium formulations preferred.
 - 2) Mozzarella Cheddar Blend: 100% cheese is to be a blend of US Grade A or better yellow cheddar cheese and low-moisture, part-skim mozzarella. Low sodium formulations preferred.
 - 3) Mozzarella Parmesan Cheese Blend: 100% cheese is to be a blend of grated parmesan cheese and low-moisture, part-skim mozzarella. Parmesan cheese should be free of fillers and artificial flavors.
 - 4) Cheddar Cheese: 100% cheese is to be US Grade A or better yellow cheddar cheese.
 - 5) Cheddar Blend: 100% cheese is to be a blend of US Grade A or better yellow cheddar cheese and Colby and/or Monterey Jack.
 - 6) Ricotta: Ricotta (Ricotone) from whey or skim milk. Manufactured from skim milk, whey, or a blend of these products and the finished product shall contain no more than 82.5% moisture and less than 1.0% milkfat. No fillers.
 - 7) Processed American cheese: A single one-ounce slice/one ounce edible protein. Color-white. Size of cheese slice should be adequate to cover perimeter of bread. Non-donated Commodity Cheese used in this contract is to measure no less than three and one half (3½) inches square. CN Labeled.
 - c) Yogurt: Low-fat, low-sugar, Grade A only. Must meet National Yogurt Association criteria for live and active cultured yogurt. Meets 1 meat/meat alternate equivalent. Minimum 4 grams of protein per serving. Yogurt must contain no more than 23 grams of sugar per 6 ounces. Packed in a colorful snack cup. Available in a variety of flavors.

3. Poultry-

Meals must include a minimum of two (2) ounces edible poultry. USDA grade B or better. Preference for hormone- and antibiotic free. Lower sodium formulations preferred. No fillers or extenders allowed in product formulations unless specifically noted. Supplier labels must be furnished and must be USDA-FNS CN labeled when stated. Specific requirements are as follows:

- a) Chicken-
 - 1) Whole Muscle Chicken Nugget- Baked, breaded, white-meat, whole-muscle chicken meat. No comminuted meats as a binder. No fillers, no additives. Must be a whole-grain rich breeding or crust. CN labeled.
 - 2) Whole Grain Breaded Chicken Nugget- Baked, breaded, combination light and dark chicken containing chunked chicken meat chopped and formed. No comminuted meat. May contain VPP. Must be a whole- grain rich breeding. CN labeled.
 - 3) Un-breaded Whole-Muscle Chicken Nuggets: Fully cooked, un-breaded white, whole-muscle chicken nuggets. No comminuted chicken meat as binder. Not water cooked or oil fried. Each nugget must have natural grill marks. CN labeled.
 - 4) Un-breaded Chicken Tenders: Baked, breaded, white-meat, whole-muscle chicken meat in rectangular strips (3-7/8"x1/2"x1/4") minimum 8 strips to provide 2 oz. meat/meat alternate. No comminuted meats. Each tender must have natural grill marks. CN labeled.

- 5) Whole-grain Breaded Whole-Muscle Chicken Tenders: Cooked rectangular strips (3-7/8"x1/2"x1/4") minimum 8 strips to provide 2 oz. meat/meat alternate, lightly breaded strips made from a combo of thigh and breast trimmings. Breading must be whole-grain rich. CN labeled.
- 6) Breaded Chicken Whole Muscle Patty: Baked, breaded, white-meat, whole-muscle chicken meat. No comminuted meats as a binder. No fillers, no additives. Must be a whole-grain rich breading or crust. CN labeled.
- 7) Un-breaded Chicken Whole Muscle Patty: White-meat, whole-muscle chicken meat. No comminuted meats as a binder. No fillers, no additives. Product must appear flame-broiled. CN labeled.
- 8) Roasted Chicken Pieces: Fully cooked, whole-muscle roasted chicken pieces. Natural smoke flavor be added. No binders or fillers permitted. CN labeled.
- 9) Breaded Chicken Chunks: The weight of chicken used per meal shall provide two (2) ounces of meat equivalent. Combination light and dark meat chopped and formed. No fillers or additives. Must be a whole-grain rich breading. May contain VPP. CN labeled
- 10) Un-breaded Chicken Chunks: The weight of chicken used per meal shall provide two (2) ounces of meat equivalent. Combination light and dark meat chopped and formed. No fillers or additives. Item must ap- pear flame-broiled. May contain VPP. CN labeled
- 11) Fully Cooked Chicken Strips: The weight of chicken used per meal shall provide two (2) ounces of meat equivalent. Combination light and dark meat chopped and formed. Item must appear flame-broiled. May contain VPP. CN labeled.
- 12) Whole-grain Breaded Chicken Patty: Baked, breaded, combination light and dark chicken containing chunked chicken meat chopped and formed. May contain VPP. Must be a whole-grain rich breading. CN labeled.
- 13) Diced, Cooked Chicken: The weight of chicken used per meal shall provide two (2) ounces of meat equivalent. Combination light and dark meat chopped and formed. With or without seasoning or sauce is permissible. Sodium level may not exceed 400 mg/serving. May contain VPP. CN labeled.
- 14) Shredded Chicken: Fully cooked. White and dark meat. Finished cooked weight equal to a minimum of two (2) ounces M/MA per portion. With or without seasoning or sauce is permissible. Sodium level may not exceed 400 mg/serving. Sauce and seasoning may not contain MSG.
- 15) Chicken Salad: minimum serving portion of 4 ounces to provide 2 ounces of meat/meat alternate equivalent. Combination of light and dark meat chunks or flakes. No comminuted meats. Lightly dressed using low-fat or non-fat mayonnaise or salad dressing as a binder.
- 16) May contain appropriate vegetables or fruit. NO NUT PRODUCTS. NO FULL-FAT BINDERS.
- b) Turkey-
 - 1) Roasted Turkey: The weight of turkey used per meal shall provide two (2) ounces of meat equivalent of roasted, sliced, whole-muscle, white-meat turkey. CN labeled
 - 2) Roast Turkey Chunks: The weight of turkey used per meal shall provide two (2) ounces of meat equivalent. Combination light and dark meat. No comminuted meats. No fillers or additives. CN labeled
 - 3) Turkey Taco Meat: Fully cooked, individually quick frozen. Pre-seasoned with mild taco seasoning or similar Prepared with USDA inspected fresh ground dark turkey meat, processed and cooked. Finished cooked weight equal to a minimum of two (2) ounces edible M/MA per portion. Less than 500 mg sodium per two (2) ounces M/MA serving. Includes tomato sauce and seasonings. CN Labeled.
 - 4) Turkey Crumbles: Fully cooked, drained and rinsed, IQF. All meat, no fillers. Dark and white meat. Finished cooked weight equal to a minimum of two (2) ounces M/MA per portion. Maximum crumble size of 1/4 inch.
 - 5) Shredded Turkey: Fully cooked. Finished cooked weight equal to a minimum of two (2) ounces M/MA per portion. With or without seasoning or sauce is permissible. Sauce and seasoning may not contain MSG. less than 500 mg sodium per two (2) ounces M/MA serving.
 - 6) Turkey Ham: Must contain 100% turkey thigh meat, diameter no more than four (4) inches. Must meet USDA label requirements for turkey ham (No Turkey Picnic is Permitted). Natural smoke flavor is al- lowed. No VPP or other extenders or fillers. CN Labeled. Minimum two (2) ounce meat/meat alternate equivalent unless served in combination with another protein. Thinly sliced into 1/4 ounce slices. Maxi- mum total fat: 1.5 grams per 1 ounce serving. Sodium should not exceed 550 mg per serving
 - 7) Deli Turkey Breast: Fully cooked, fresh. Prepared with USDA inspected fresh turkey breast, white turkey added, processed and shaped into breasts for slicing. Maximum total fat is 1.0 gram per 1 ounce serving. Sodium should not exceed 800 mg per serving equal to a minimum of two (2) ounces M/MA.
 - 8) Turkey Bologna: Must contain 100% turkey meat. No pork products permitted. Diameter of product should not exceed four inches. No artificial flavorings or seasonings. No VPP or other extenders or fillers. No variety meats. Must meet USDA Label Requirements for turkey bologna (No Turkey Picnic is Permitted). CN Labeled. Minimum two (2) ounce meat/meat alternate equivalent unless served in combination with another protein. Thinly sliced into 1/4 ounce slices. Maximum total fat: 4 grams per 1 ounce serving. Sodium Limit should not exceed 700 mg per serving.

- 9) Turkey Pepperoni- No pork products permitted. Diameter of product should not exceed four (4) inches. No artificial flavorings or seasonings. No VPP or other extenders or fillers. No variety meats. CN Labeled. Minimum two (2) ounce meat/meat alternate equivalent unless served in combination with an- other protein. Thinly sliced into ¼ ounce slices.
- 10) Turkey Pastrami: Fully cooked, frozen. Prepared with USDA inspected fresh dark turkey; mechanically separated turkey. Less than 800 mg sodium per two (2) ounces M/MA serving. Serving equal to a mini- mum of two (2) ounces M/MA.
- 11) Turkey Roll: USDA-FNS CN Labeled turkey roll. The weight of turkey used per meal shall provide two (2) ounces of meat as prescribed by the CN Label on the turkey roll. No VPP or other extenders or fillers. No comminuted meats. CN Labeled. Thinly sliced into ¼ ounce slices.
- 12) Turkey Sausage Patty: Pre-cooked, flame broiled, turkey sausage flavored ground turkey. USDA Grade B or better, one-ounce edible protein. No VPP or other extenders. NO PORK. CN Labeled.
- 13) Turkey Sausage Link: Fully cooked, IQF. Prepared with USDA inspected fresh dark turkey. No VPP or other extenders. Finished cooked weight equal to a minimum of one (1) ounces M/MA per portion
- 14) Turkey Canadian Bacon: One-ounce edible protein. NO PORK. CN Labeled.
- 15) Turkey Hot Dog: Fully cooked, skinless, made from turkey. Fat content not to exceed fifteen percent (15%) cooked weight. Less than 400 mg sodium per serving. No additional additives. CN label and verifiable nutritional analysis required. Must provide two (2) ounces edible protein. Organ meat is not per- mitted.
- 16) Turkey Burger: Fully cooked, IQF. Prepared with USDA inspected fresh dark turkey. No VPP or other extenders. One finished cooked patty equal to a minimum of two (2) ounces M/MA per portion.

4. Fish-

- a) Fish Portion, Breaded: Frozen Pollock cut from frozen fillet blocks. No minced fish is permitted. Shall be grade A and processed and/or manufactured under continuous inspection of U.S. Department of Commerce and comply with meat and poultry provision of the Food, Drug and Cosmetic Act as amended. Pre-cooked, two (2) ounces edible protein. Breeding or crust must be whole-grain rich or made from sweet potatoes CN Labeled.
- b) Fish Sticks: Frozen, Precooked, Breaded Pollock. Providing two (2) ounces equivalent meat/meat alternate and one and one-half (1-1/2) bread servings. Oven baked. Processed and/or manufactured under continuous inspection of U.S. Department of Commerce and comply with meat and poultry provision of the Food, Drug and Cosmetic Act as amended. Breeding must be whole-grain rich or made from sweet potatoes. No minced Fish. CN Labeled.
- c) Fish Portion, Un-breaded: Frozen Pollock cut from frozen fillets. No minced fish is permitted. Shall be grade A and processed and/or manufactured under continuous inspection of U.S. Department of Commerce and comply with meat and poultry provision of the Food, Drug and Cosmetic Act as amended. Pre-cooked, two (2) ounces edible protein. CN Labeled.
- d) Tuna Fish Salad: minimum serving portion of 4 ounces to provide 2 ounces of meat/meat alternate equivalent. Lightly dressed using low-fat or non-fat mayonnaise or salad dressing as a binder and made using dolphin-safe chunk light tuna in water. May contain gherkins, dill pickles, celery or other appropriate vegetables and may contain mustard. No FULL-FAT BINDERS.

5. Vegetarian-

- a) Bean Chili: Pinto or black beans in a tomato sauce spiced with cumin and other appropriate seasonings. To pro- vide two (2) ounces meat/meat alternate and one eighth (1/8) cup of vegetable per serving. CN Labeled.
- b) Vegetarian Patty: Fully cooked, providing two (2) ounces equivalent meat/meat alternate per serving. Minimum weight four (4) ounces. To contain no more than 4.7 grams total fat per 100 grams; .63 grams saturated fat per 100 grams and no less than 12.04 grams of protein per 100 grams. No egg product. CN Labeled.
- c) Bean Burger: Fully cooked, providing two (2) ounces equivalent meat/meat alternate per serving. Must be made with beans and may include other vegetables. No egg product. No VPP. CN Labeled.

6. Egg-

- a) Egg Patty: Equivalent of one-ounce edible protein, Grade "A" large egg. CN Labeled.

7. Grains-

- a) Breads - Free from Azodicarbonamide and Bromate Flours
- 1) Breakfast Toast: - one (1) slice. Approximately nine-tenths (.9) ounces per slice and equivalent to one (1) serving of bread.
- 2) Lunch Toast: Whole-grain rich wheat pullman, two (2) slices totaling one and eight tenths (1.8) ounces minimum, approximate size four (4) by four (4) inches. Equivalent to 2 grain servings.
- 3) Seeded or unseeded Hamburger Bun: Whole-grain rich wheat round, four (4) inches in diameter, mini- mum weight two (2) ounces each to provide 2 bread equivalent.
- 4) Breakfast Croissant: fully curved, equivalent to one (1) serving of bread, total weight no less than two and two-tenths (2.2) ounces. Minimum twenty-six (26) percent (%) butter roll in, which equals fifty-five (55) pounds of butter to two hundred (200) pounds of flour.

- 5) Lunch Croissant: Butter, Whole-grain rich wheat flour, fully curved, approximately three and three-quarter (3 3/4) inches by four (4) inches, equivalent to two (2) servings of bread, total weight no less than two and two - tenths (2.2) ounces. Minimum twenty-six (26) percent (%) butter roll in, which equals fifty- five (55) pounds of butter to two hundred (200) pounds of flour.
- 6) Torpedo Roll: Whole-grain rich wheat flour. Oblong, split top, length five (5) inches approximately, minimum weight two (2) ounces to provide 2 bread equivalent.
- 7) Breakfast Bagel: Half, fresh or frozen, minimum four inches in diameter, minimum total weight one and one half (1.5) ounces each and equivalent to one (1) serving of bread,
- 8) Lunch Bagel: Fresh, NEVER FROZEN, made with whole grain rich flour, minimum four (4) inches in diameter, total weight three (3) ounces each to provide 2 bread equivalent.
- 9) Oat Bran Bread: Whole-grain rich wheat flour and oat bran - two (2) slices, totaling two (2) ounces, four (4) by four (4) inches square, one (1) oz. per slice to provide 2 bread equivalent. NEVER FROZEN, must contain no less than 7% margarine or butter.
- 10) Pretzel Bun: Individually rolled, twisted whole-grain rich sourdough, one (1) pretzel equivalent to two servings of bread, minimum weight two and seven tenths (2.7) ounces.
- 11) Pita Bread: Soft, hearth-baked whole-grain rich wheat flour. Pocket in the bread. Minimum weight 2 ounces each to provide 2 ounce grain equivalent.
- 12) Lavash: Soft, rectangular, flat hearth-baked whole-grain rich wheat flour. Minimum weight 2 ounces each to provide 2 ounce grain equivalent.
- 13) Tortilla: Whole-grain rich wheat flour tortilla, 8 or 10 inches in diameter.
- 14) Biscuit: equivalent to one (1) serving of bread, no less than two and one-half (2 1/2) inches in diameter, total weight no less than one and eight - tenths (1.8) ounces.
- 15) English Muffin: Equivalent to one (1) serving of bread. Approximately three and one half inches in diameter.
- b) Pizza and Pasta
 - 1) Whole Grain Rich Pasta Shells: Two (2) cooked pasta shells to provide minimum one (1) serving of grain alternate.
 - 2) Whole Grain Rich Lasagna Noodles: One serving to provide two (2) grain alternates.
 - 3) Whole Grain Rich Spaghetti Noodles: One serving to provide two (2) grain alternates. Acceptable brands include Barilla. Additional brands must be approved by district.
 - 4) Whole Grain Rich Macaroni Noodles: One serving to provide two grain alternates. Acceptable brands include Barilla. Additional brands must be approved by district.
 - 5) Whole Grain Rich Fusilli Noodles: One serving to provide two grain alternates. Acceptable brands include Barilla. Additional brands must be approved by district.
 - 6) Whole Grain Rich Penne Noodles: Traditional sized penne, not mini variety. One serving to provide two grain alternates. Acceptable brands include Barilla. Additional brands must be approved by district.
 - 7) Whole Grain Rich Pizza Crust, Round, Individual: Each portion provides a minimum of two (2) bread alternate servings. Crust shall be concave and have a three-quarter (3/4) inch raised lip and be of a layered flaky raised croissant style quality.
 - 8) Whole Grain Rich French Bread Pizza Crust: CN Labeled. Minimum acceptable portion size no less than eighteen square inches. Each portion provides a minimum of two (2) bread alternate servings. Crust to be French bread style consistency with flat bottom side only and one (1) straight cut edge.
 - 9) Whole Grain Rich Pizza Crust Rectangular, Individual: Each portion provides two (2) ounce equivalent bread alternate. Portion is to be no larger than 4x6".
 - 10) Calzone: CN Labeled. Cheese and tomato sauce completely encased in whole-grain rich yeast-raised pizza dough. Provides 2 bread equivalents and 2 meat/meat alternate equivalents and 3/8 cup of vegetable. Cheese must be a blend of at least 50% mozzarella and the remainder- substitute 100% cheese blend. NO IMITATION CHEESE IS ALLOWED. Varieties to include: turkey sausage, turkey pepperoni and cheese. Product should be consistently sized and packed 60 per case.
 - 11) Stromboli: CN Labeled. Cheese and tomato sauce rolled into whole-grain rich yeast-raised pizza dough and sliced with open ends. Provides 2 bread equivalents and 2 meat/meat alternate equivalents and 3/8 cup of vegetable. Cheese must be a blend of at least 50% mozzarella and the remainder mozzarella substitute. NO IMITATION CHEESE IS ALLOWED. Varieties to include: turkey sausage, turkey pepperoni and cheese. Product should be consistently sized and packed 60 per case.
- c) Rice and Other Grains
 - 1) Quinoa: White quinoa only. Pre-rinsed of saponin at the processing level. One serving to provide two grain alternates.
 - 2) Whole grain rich Israeli Couscous: Pearl-sized whole grain rich pasta. One serving to provide two grain alternates
 - 3) Brown rice: Medium to long-grain rice variety. One serving to provide two grain alternates
 - 4) Brown and Wild Rice Blend: At least 25% wild rice. Medium to long-grain brown rice variety. One serving to provide two grain alternates

- d) Breakfast Grains
 - 1) Muffin, Corn: Minimum two and two tenths (2.2) ounces, plastic wrapped. Batter used shall be quickly mixed for quality and not over beaten. Top shall be a slightly rounded, concave with the absence of peaks. Crust shall have a pebbly appearance and be golden in color, not over baked. Crumb shall be even textured with the absence of vertical tunnels. Muffins must meet the USDA-FNS breakfast requirements for the breakfast meal pattern.
 - 2) Muffins, (Apple Spice, Banana and Blueberry): Serving size: Minimum four (4) ounces, plastic wrapped. Batter used shall be quickly mixed for quality and not over beaten. Top shall be a slightly rounded, concave with the absence of peaks. Crust shall be golden in color, not over baked. Crumb shall be even textured with the absence of vertical tunnels. Muffins must meet the USDA-FNS breakfast requirements for the breakfast meal pattern. Vendor must provide written proof of two (2) bread contributions on the package label that the product meets the USDA-FNS breakfast requirements.
 - 3) Mini Loaf (Apple Cinnamon, Banana, Blueberry): Minimum weight 4.0 ounces, plastic wrapped. Product must be baked with fresh fruit and have no added preservatives. Product must meet two (2) bread serving requirement for USDA-FNS breakfast meal pattern. Vendor must provide proof of one (1) bread contributions on the package label or written authorization from USDA-FNS with the bid.
 - 4) Breakfast Bars- 1 bread equivalent: Serving size 10g, individually packaged in a colorful wrapper. Must provide 1/4 cup of fruit equivalent using dried fruit. No nuts or nut by-products. No chocolate or candy pieces. No more than 30% of calories from fat. Each portion, must meet the USDA-FNS breakfast requirements for the breakfast meal pattern. Vendor must provide written proof of one (1) bread contributions either on package label or written authorization from USDA-FNS with the bid. Maximum dry storage shelf life – three (3) months.
 - 5) Sliced Breakfast Breads (Apple Cinnamon, Banana, and Blueberry): Sliced 1/4 inch thick and individually packaged in wrapper. Product must be baked with fresh fruit and have no added preservatives. Product must meet one (1) bread serving requirement for USDA-FNS breakfast meal pattern. Vendor must provide proof of one (1) bread contributions on the package label or written authorization from USDA-FNS with the bid.
 - 6) BREAKFAST CEREAL PRODUCTS: Only low-sugar varieties allowed. Sugar content must be 6g or less in a 1 bread equivalent serving. Only fortified varieties and whole-grain varieties allowed. Product must be in single service packages. Packages must be bowl pack. Minimum acceptable case count is 96 per case. Cereal portion serving weight must equal three-quarters (3/4) cup or one (1) ounce whichever is less. Cereal portion weight must meet USDA breakfast requirement for fortified bread/grains and contain no less than 14.75 grams enriched flour and/or whole grain.
- e) Other Grains
 - 1) WG Crackers- Whole grain rich and must provide 1 ounce grain equivalent. Crackers should be in portion control packaging. NO SALTINES ALLOWED. Low sodium formulations preferred.
- 8. **Vegetables-**

Each portion must be minimum one-half (1/2) cup vegetable equivalent unless otherwise specified. Specific requirements are as follows:

 - a) Entree Salads: Salads should be served with an appropriate dressing condiment. Salads should be composed of dark leafy greens including romaine, green leaf and red leaf lettuces and spinach. Grated carrot and shredded red cabbage is allowed. Salad should include 2-ounce meat/meat alternate equivalent by using grilled or diced chicken or turkey, black beans, chickpeas or a combination thereof. Croutons or crackers may be offered to meet 1-ounce grain equivalency.
 - b) Peas and Carrots: Frozen, USDA Grade B or better. Must contain a minimum of 50% peas and at least 25% carrots.
 - c) Crinkle Cut Carrots: Frozen, USDA Grade B or better.
 - d) Baby Carrots: IQF USDA Grade B or better.
 - e) Fresh Carrots: If individually packaged, product packaged in food grade 1 1/2 mil polyethylene film. Package completely heat sealed on all sides to retain freshness. Package size approximately three and a half (3 1/2) inches x three and a half (3 1/2) inches. Package exterior to have colorful and attractive printing and designs. Packaging subject to approval by the SFA Food Services. Each portion to provide 1/2 cup of vegetable equivalent. Ingredients shall include baby carrots or carrots cut into sticks. Preservatives including sodium chloride, calcium chloride, sodium erythorbate and citric acid are not permitted.
 - 1) All finished products to have a fourteen (14) day shelf life from date of packaging. An expiration or "use by" date must be noted on outer case, individual packages must have a date code also. Must be stored under refrigeration. Product shall never be frozen. Must be delivered no later than ten (10) days prior to expiration. Brand of carrots to be pre-approved and taste to be acceptable with no off flavors. Product Dimensions - length minimum one and one half (1 1/2) inches to maximum two (2) inches. Product shall be free of pesticides.
 - f) Celery Sticks: Celery Sticks: If individually packaged, product will be packaged in food grade 1 1/2 mil polyethylene film. Package completely heat sealed on all sides to retain freshness. Package size approximately three and a half (3 1/2) inches x three and a half (3 1/2) inches. Package exterior to have colorful and attractive printing and designs. Packaging subject to approval by the SFA Food Services. Each portion to provide 1/2 cup of vegetable

equivalent. Ingredients shall include celery cut into sticks. Preservatives including sodium chloride, calcium chloride, sodium erythorbate and citric acid are not permitted.

- l) All finished products to have a fourteen (14) day shelf life from date of packaging. An expiration or "use by" date must be noted on outer case, individual packages must have a date code also. Must be stored under refrigeration. Product shall never be frozen. Must be delivered no later than ten (10) days prior to expiration. Brand of individually packaged celery sticks to be pre-approved and taste to be acceptable with no off flavors. Product Dimensions - length minimum two (2) inches to a maximum of four (4) inches. Product shall be free of pesticides.
- g) Corn: Frozen, whole kernel corn, USDA Grade B or better.
- h) Corn Cobette - 1/4 cup or 3/8 cup: Section of corn-on-the-cob without husk, trimmed on both ends, 1/2 cup portion weighing a minimum of 5.8 oz.
- i) Green Beans, Cut: Frozen, USDA Grade B or better.
- j) Green Peas: Frozen, USDA Grade B or better.
- k) Leafy Green - Collard and/or Kale: Frozen, USDA Grade B or better.
- l) Leafy Green - Collard and/or Kale: Fresh, USDA Grade B or better. Braised in seasoned liquid. No pork products used. Low-sodium formulations, preferred.
- m) Leafy Green-Kale: Fresh, USDA Grade B or better. Destemmed and chopped. Served fresh in salad mix or composed salad.
- n) Mixed Vegetables: A mixture of green beans, carrots, corn and peas, in which none of the vegetables is less than 8% by weight nor more than 35% by weight. Frozen USDA Grade B or better.
- o) Mixed Vegetables, Succotash: A mixture of corn, squash and beans in which none of the none of the vegetables is less than 8% by weight nor more than 35% by weight. Frozen USDA Grade B or better.
- p) Stir-fry Vegetable Medley: IQF US Grade B or better mixture of broccoli florets, red pepper strips, snow and/or sugar snap peas, carrots.
- q) Summer Squash Medley- US No 1 Grade fresh or US Grade A frozen zucchini and yellow squash. Sliced into coins or half-moons and sautéed or roasted with appropriate seasonings.
- r) Spinach, Chopped: Frozen, USDA Grade B or better.
- s) Spinach, Young Leaves: Fresh, USDA Grade B or better. Steamed or served raw.
- t) Broccoli, Chopped: Frozen, USDA Grade B or better.
- u) Broccoli Florets: Fresh or Frozen, USDA Grade B or better.
- v) Vegetarian Baked Beans: Fully cooked, dry navy or pinto beans, seasoned and baked in a tomato-based, lightly sweetened sauce. Each portion is to be a minimum of 1/2 cup of product.
- w) Pinto Beans: Fully cooked, dry pinto beans, seasoned with cumin and other appropriate seasonings. Each portion is to be a minimum of 1/2 cup of product.
- x) Three-bean Salad- kidney beans, wax beans, green beans, onions, and green peppers, salad dressing. Each portion is to be a minimum of 1/2 Cup Legume
- y) Rainbow Salad- Includes Great Northern Beans, Red Beans, Edamame and Salad Dressing. Each portion is to be a minimum of 1/2 Cup Legume.
- z) Black Beans: Fully cooked, dry black beans, seasoned with cumin and other appropriate seasonings. Each portion is to be a minimum of 1/2 cup legume.
- aa) Chickpeas: Fully cooked, dry chickpeas. Seasoned with appropriate seasonings, served cooked or roasted.
- bb) Hummus: Plain, ground chickpeas with tahini, garlic and lemon juice plus other appropriate seasonings. Individual portions. Should meet 1/2 cup legume or 1 meat/meat alternate.
- cc) Composed Salads (Potato, Carrot Raisin, Cole Slaw) made with Grade B or better ingredients, minimum portion weight 3.4 oz. Lightly dressed with low fat dressings and seasoned with appropriate seasoning.
- dd) Legume/Pulse Composed Salad: made with Grade B or better ingredients, lightly dressed with appropriate seasoning, minimum portion weight 3.4 oz
- ee) Side Salad (Tossed Garden Salad): fresh greens that meet USDA dark green vegetable subgroup, shredded carrots, shredded purple cabbage. Minimum portion weight 2 oz. No browning, no evidence of oxidation.
- ff) Lettuce and Tomato Burger Topping: fresh greens that meet USDA dark green vegetable subgroup. Minimum portion weight 1.5 oz excluding tomato. Tomato must be sliced at least 1/8 inch thick. No browning, no evidence of oxidation.
- gg) Taco Topping: finely shredded fresh greens that meet USDA dark green vegetable subgroup. Minimum portion weight 1.5 oz excluding tomato. Tomato must be diced into a maximum size of 1/4x1/4x1/4 inch cubes. No browning, no evidence of oxidation.
- hh) Black Bean Salad: Fully cooked, dry black beans, bell peppers and corn seasoned with cumin and other appropriate seasonings. Each portion is to be a minimum of 1/2 cup legume.
- ii) Winter Squash- US No 1 Grade fresh or US Grade A frozen. Peeled and diced and then roasted with appropriate seasonings. Natural caramelization apparent on product. No added sweeteners or colors allowed.

- jj) Beets- US No 1 Grade fresh. Peeled and diced and then roasted with appropriate seasonings. Natural caramelization apparent on product. No added sweeteners or colors allowed.
- kk) Root Vegetable Medley- a minimum of ½ cup legume. Medley of sweet potato, beets, carrot and potatoes. Potatoes cannot make up more than 15% of product. US No 1 Grade fresh or US Grade A frozen. Peeled and diced and then roasted with appropriate seasonings. Natural caramelization apparent on product. No added sweeteners or colors allowed.
- ll) Vegetable juice: 100% blended vegetable juice. 4 ounces. Packaged in an aseptic, pre-sterilized and hermetically sealed container. Guaranteed to remain fresh for six (6) months without refrigeration. Aseptic container shall have straw attached with an easy penetrable location for final consumption. No additives or preservatives.
- mm) Fresh Broccoli Florets: If individually packaged, product packaged in food grade 1 1/2 mil polyethylene film. Package completely heat sealed on all sides to retain freshness. Package size approximately three and a half (3 1/2) inches x three and a half (3 1/2) inches. Package exterior to have colorful and attractive printing and designs. Packaging subject to approval by the SFA Food Services. Each portion to provide 1/4 cup of fruit/vegetable equivalent. Ingredients shall broccoli florets appropriate for children ages 3-5. Preservatives including sodium chloride, calcium chloride, sodium erythorbate and citric acid are not permitted. All finished products to have a fourteen (14) day shelf life from date of packaging. An expiration or "use by" date must be noted on outer case, individual packages must have a date code also. Must be stored under refrigeration. Product shall never be frozen. Must be delivered no later than ten (10) days prior to expiration. Brand of broccoli to be pre-approved and taste to be acceptable with no off flavors. Product shall be free of pesticides. Packed no more and no less than one hundred (80) per case.
- nn) Fresh Bell Pepper Strips: If individually packaged, product packaged in food grade 1 1/2 mil polyethylene film. Package completely heat sealed on all sides to retain freshness. Package size approximately three and a half (3 1/2) inches x three and a half (3 1/2) inches. Package exterior to have colorful and attractive printing and designs. Packaging subject to approval by the SFA Food Services. Each portion to provide 1/4 cup of fruit/vegetable equivalent. Ingredients shall red, yellow and green bell peppers cut into matchsticks appropriate for children ages 3-5. Preservatives including sodium chloride, calcium chloride, sodium erythorbate and citric acid are not permitted.
- 1) All finished products to have a fourteen (14) day shelf life from date of packaging. An expiration or "use by" date must be noted on outer case, individual packages must have a date code also. Must be stored under refrigeration. Product shall never be frozen. Must be delivered no later than ten (10) days prior to expiration. Brand of peppers to be pre-approved and taste to be acceptable with no off flavors. Product shall be free of pesticides.
- oo) Fresh Cauliflower Florets: If individually packaged, product packaged in food grade 1 1/2 mil polyethylene film. Package completely heat sealed on all sides to retain freshness. Package size approximately three and a half (3 1/2) inches x three and a half (3 1/2) inches. Package exterior to have colorful and attractive printing and designs. Packaging subject to approval by the SFA Food Services. Each portion to provide 1/4 cup of fruit/vegetable equivalent. Ingredients shall cauliflower florets appropriate for children ages 3-5. Preservatives including sodium chloride, calcium chloride, sodium erythorbate and citric acid are not permitted.
- pp) All finished products to have a fourteen (14) day shelf life from date of packaging. An expiration or "use by" date must be noted on outer case, individual packages must have a date code also. Must be stored under refrigeration. Product shall never be frozen. Must be delivered no later than ten (10) days prior to expiration. Brand of cauliflower to be pre-approved and taste to be acceptable with no off flavors. Product shall be free of pesticides.
- qq) Potatoes: Each portion must be minimum ½ cup vegetables required for USDA-FNS School Lunch Meal Pattern unless otherwise specified. Specific requirements are as follows:
 - 1) French Fries, Crinkle Cuts: Frozen, pre-cooked, oven-ready, straight cut, USDA Grade A Fancy. Par-fried in vegetable oil. After heating, the product surface shall have a uniform light brown color.
 - 2) Hash Browns: Frozen, pre-cooked, shredded, seasoned with onion and spices. USDA Grade A Fancy. Par-fried in vegetable oil. After heating, the product surface shall have a uniform light brown color.
 - 3) Potatoes, Mashed: USDA Grade A, white potatoes. Low-fat dairy products allowed in formulation. Low sodium formulations required.
 - 4) Potato Rounds: Frozen, pre-cooked, shredded, seasoned, compressed balls (barrels). USDA Grade A Fancy. Par-fried in vegetable oil. After heating, the product surface shall have a uniform light brown color.
 - 5) Potatoes, Mashed Sweet: USDA Grade A. Mashed without large chunks. Low-fat dairy products allowed in formulation. No added sweeteners or colors allowed.
 - 6) Baked Potato - 1/2 cup: Fully cooked skin-on potato, weighing a minimum of 2.9 oz.
 - 7) Sweet Potatoes, Roasted: Fully cooked, peeled and diced sweet potatoes, roasted with natural caramelization apparent on product. No added sweeteners or colors allowed.
 - 8) Potatoes, Roasted: Roasted russet or red potatoes, skin-on and diced or wedged. Natural caramelization apparent on product. No added colors allowed.
 - 9) Baked Sweet Potato: Fully cooked skin-on potato, weighing a minimum of 2.9 oz.
- 9. **Fruit –**

Portions must fulfill the 1/2 cup requirement for USDA-FNS school lunch meal pattern.

- 1) Peaches, sliced or diced, yellow cling, Grade B in 100% juice or water, minimum weight 3.4 oz.
- 2) Pears, sliced or diced, Bartlett, Grade B, in 100% juice or water minimum weight 3.4 oz.
- 3) Mixed Fruit, diced peaches, pears and whole grapes, Grade B, in 100% juice or water minimum weight 3.4 oz.
- 4) Regular or Cinnamon Applesauce: regular texture with cinnamon spice added, No added color or sweeteners. Grade A, minimum weight 3.4 oz.
- 5) Juice (Apple, Orange, Grape, Pineapple, Fruit Punch), Grade A, 100% full strength, packed in four (4) oz. breakfast and lunch. Orange juice brix/acid ratio 15.0 – 15.5. No added colors or flavorings.
- 6) Frozen Juice (Water Ice): Frozen, individually cupped in 4.5 ounce cups. Minimum 2 ounces of 100% fruit juice that must meet ¼ cup fruit equivalent. Minimum of 72 per case. Flavors to include cherry, sour apple and blue raspberry/lemonade. No artificial colors or flavors. No added sweetener.
- 7) Dried Fruit (raisins, dried cranberries, etc): US Grade B or better, seedless, dehydrated, regular moisture.. Individually packaged in 1.3 ounces.
- 8) Fresh Fruit: Eating varieties, US Grade Number 1 or better.
 - a) Apples: Minimum two and three-eighths inches in diameter. 113 count. Firm, crisp, and well colored of the following varieties: Macintosh, Winesap, Gala, Honeycrisp, Cortland, Fuji, Empire, Braeburn as available. Red Delicious only allowed only once per cycle.. Preference given for apples grown in PA, NJ, NY or DE.
 - b) Sliced Apples: Product will be individually packaged, food grade 1 1/2 mil polyethylene film. Package completely heat sealed on all sides to retain freshness. Package size approximately five and a half (5 1/2) inches x five and a half (5 1/2) inches. Package exterior to have colorful and attractive printing and designs. Packaging subject to approval by the SFA Food Services. Each two (2) ounce portion to provide one half (1/2) cup of fruit/vegetable equivalent. Ingredients shall include apple wedges with skin of varieties of Cortland, Fuji, Empire, Gala, Braeburn, Honeycrisp or others as approved prior to shipment. Preservatives including sodium chloride, calcium chloride, sodium erythorbate and citric acid are not permitted. Apples from PA, NY, NJ and DE preferred.
1. All finished products to have a fourteen (14) day shelf life from date of packaging. An expiration or "use by" date must be noted on outer case, individual packages must have a date code also. Must be stored under refrigeration. Product shall never be frozen. Must be delivered no later than ten (10) days prior to expiration. Brand of apple to be pre-approved and taste to be acceptable with no off flavors. Product Dimensions - length minimum two and one quarter (2 1/4) inches to maximum three and three quarter (3 3/4) inches, heel width minimum 1/2 to maximum 3/4 inches.
2. Product to be treated with a process aid using natural calcium ascorbate, ascorbic acid and calcium carbonate to inhibit browning. Product shall be free of pesticides. Packed no more and no less than one hundred (100) per case.
- c) Oranges: California/Arizona and Florida 113 count. Heavy, firm, well-colored, well-formed fruit with fine textured skins. Seedless varieties only. May include Clementine's as available.
- d) Pears: Any summer or winter variety except Keiffer. 110 to 135 count. 46 pound layer pack only. Not more than an average of 10 percent of the pears in any lot or more than 15 percent in any container, may be further advanced in stages of ripeness than firm.
- e) Peaches: Any variety of yellow peaches. No white peaches. US No. 1 or better. 84 count, small, 2 1/8" diameter. Mature and firm, not overripe and soft or underripe and hard. No green cast, majority of fruit should have a blush or reddish tone.
- f) Grapes- Seedless, red or green varieties US Number 1 Table Grade or better. e mature and fairly well colored. Berries should be firm, firmly attached to capstems, and not split, shattered, crushed, dried, or wet. Grapes must be free from decay, waterberry and sunburn, and should not be damaged by any other cause. Stems should not be dry and brittle. Stems should be free from mold and decay and not damaged by freezing or any other cause.
- g) Watermelon- Fresh, never frozen. U.S. No. 1 or better. Served cut into wedges with rind or diced without rind. Color should be a deep red, juicy and not be overripe or show bruising. Preference given for product grown in PA, NJ or DE.
- h) Cantaloupe- U.S. No.1 or better, ripe and firm. Served diced, without skin. Flesh color should be a deep orange, not overripe and free from bruising. May be frozen and thawed. Preference given for product grown in PA, NJ or DE
- i) Melon Mix- Fresh, never frozen, mix of cantaloupe, honeydew and watermelon, depending on availability. US No. 1 or better. Fruit should be ripe and firm without being overripe and should not show bruising.
- j) Strawberries- US No. 1.. Berries should have a uniform red or pink color and that color should be on not less than 3/4 of its surface. The cap (calyx) should be attached. Must be firm, not overripe or undeveloped, and free from mold or decay. Free from damage caused by dirt, moisture, foreign matter, disease, insects, or mechanical or other means. Fresh, never frozen. Preference given for product grown in PA, NJ or DE when available.
- k) Berries (blackberries, blueberries, raspberries): US No. 1. Must be firm, not overripe or undeveloped, and free from mold or decay. Free from damage caused by dirt, moisture, foreign matter, disease, insects, or mechanical or other means. Fresh, never frozen. Preference given for prod- uct grown in PA, NJ or DE when available.

- l) Kiwi: US No. 1. Firm to touch, sprung not soft; sweet juicy flesh with no astringency, low acidity and slightly pineapples overtones; no off odors or tastes. Served Peeled and sliced.
 - m) Nectarines: 80 count, medium size, 2 1/2" diameter fruit shall not be hard, dull, or shriveled. Any variety of yellow nectarines. No white nectarines. Mature and firm, not overripe and soft or underripe and hard. No green cast, majority of fruit should have a blush or reddish tone.
 - n) Bananas: 100-125 count. Fruit shall be plump, firm, bright colored fruit, free from scars and bruises. There shall be no discolored skins. Bananas should arrive at Stage 4-5.
 - o) Plums: 2" diameter (two per serving) fairly firm to slightly soft stage of ripeness.
- 10. Condiments-**
- a) Sunflower Seed Butter: Must meet 2 oz. meat/meat alternate equivalent and be packed into individual portion-controlled packages that are easy to open. Must be fine smooth, creamy, buttery-like spread with no off flavors, smells or textures.
 - b) Mayonnaise, Grade A, minimum 9 grams.
 - c) Jelly, Assorted Flavors, Grade A, 1/2 ounce.
 - d) Mustard, minimum 5.5 grams, pure, yellow.
 - e) Catsup, Grade A, minimum weight per portion, seven (7) grams. No high-fructose corn syrup allowed.
 - f) BBQ Sauce: Grade A, minimum weight per portion, seven (7) grams.
 - g) Light Sour Cream- Portion Control Package.
 - h) Maple Syrup, Lite: One and five-tenths (1.5) ounces per portion control package.
 - i) Salad Dressings: All portion controlled packaging. Minimum weight per portion one sixth (1/6) ounce. No MSG, artificial flavors or colors.
 - j) Fat-Free Italian Dressing, Vinegar and Oil, not creamy.
 - k) Reduced Italian Dressing, Vinegar and Oil, not creamy.
 - l) Reduced Fat Ranch: Buttermilk based. Creamy with flecks of herbs and spices.
 - m) Reduced Fat Balsamic Vinaigrette: Vinegar and oil, not creamy. Should appear dark in color.
 - n) Low Fat Creamy Caesar: Must contain Romano cheese. Creamy with flecks of herbs and spices.
 - o) Low Fat Honey Mustard: Creamy. Mustard may be Dijon. Must appear slightly yellow in color.
 - p) Fat-free Fruit-based Vinaigrette: Not creamy. May include raspberry, blueberry, apple or strawberry or a combination thereof.

ATTACHMENT F – DISPOSABLE PRODUCT SPECIFICATIONS

Breakfast, Lunch, After School, Bulk Cafeteria Style, Shelf Stable and Field Trip Meals

1. Disposables (K-12): No styrofoam allowed. Disposables must be recyclable plastic ware. Preference for compostable disposables.
 - A. Fork Pack: 1 fork, 1 napkin and 1 plastic straw.
 - 1) Fork: four prong item. Any color will be acceptable. At least equal to Clearshield "Regal" Dispoz-O "Forum" or Amcel "Mid Weight" quality. Minimum length five and one half (5 1/2) inch and weighing no less than two and nine tenths (2.9) grams each.
 - 2) Napkin: Made from 100% recycled paper, 100% post-consumer grade material, and 100% bleach-free process, eight (8) by nine and three quarters (9 3/4) inches single ply, folded, twelve (12) lb. paper.
 - 3) Plastic Straw: Five and one-quarter (5 1/4) inches long with a three-sixteenth (3/16) inch or greater opening. Any color.
 - 4) Package: 3-11/44 D.S.F. poly material that is heat sealed with serrated ends, maximum size: three (3) by seven and one-quarter (7 1/4) inches.
 - B. Spoon Pack: 1 spoon, 1 napkin and 1 plastic straw.
 - 1) Spoon: Any color will be acceptable. At least equal to Clearshield "Regal" Dispoz-O "Forum" or Amcel "Mid Weight" quality. Minimum length five and one half (5 1/2) inch and weighing no less than two and nine tenths (2.9) grams each.
 - 2) Napkin: Made from 100% recycled paper, 100% post consumer grade material, and 100% bleach-free process, eight (8) by nine and three quarters (9 3/4) inches single ply, folded, twelve (12) lb. paper.
 - 3) Plastic Straw: Five and one-quarter (5 1/4) inches long with a three-sixteenth (3/16) inch or greater opening. Any color.
 - 4) Package: 3-11/44 D.S.F. poly material that is heat sealed with serrated ends, maximum size: three (3) by seven and one-quarter (7 1/4) inches.
 - C. Napkin: napkin and straw only.
 - 1) Napkin, made from 100% recycled paper, 100% post consumer grade material, and 100% beach-free process, eight (8) by nine and three quarters (9 3/4) inches single ply, folded, overall size folded to one and one-half (1 1/2) by five and one-quarter (5 1/4) inches, twelve (12) lb. paper.
 - 2) Plastic straw: length five and three-quarter (5 3/4) inches, any color, three-sixteenth (3/16) inches or greater opening. Napkin and straw are packed in D.S.F. poly material, heat sealed with serrated ends.
 - D. Moist towelette: Pre-moistened towelette in individual foil packets. Non-irritating cleaning solution with a light fragrant scent. Minimum size of the unfolded towel is to be five (5) x seven and one-half (1 1/2) inches.
 - E. Tray: Approximately 9" x 7". No Styrofoam. Heavy duty paper board or compostable material acceptable. Capable of holding wet and cold contents. Must be durable enough to accommodate all components of meal and handle food spills without bending, warping or spilling contents.
2. Early Childhood Disposables: No styrofoam allowed. Disposables must be recyclable plastic ware. Preference for compostable disposables.
 - A. Plates - nine (9) inch round with three (3) compartments, laminated.
 - B. Plates, six (6) inch round, no compartment, laminated.
 - C. Bowls - eight (8) ounce bowls. Laminated.
 - D. Napkin - napkin and straw, in a D.S.F. poly overwrap package, heat sealed with serrated edges.
 - 1) Napkin, made from 100% recycled paper, 100% post consumer grade material, and 100% beach-free process, eight (8) by nine and three quarters (9-3/4) inches single ply, folded, overall size folded to one and one-half (1- 1/2) by five and one-quarter (5-1/4) inches, twelve (12) lb. paper.
 - 2) Plastic straws, length five and three-quarter (5-3/4) inches, any color is acceptable, three-sixteenth (3/16) inches or greater opening.
 - E. Serving Spoon: Soup spoon. At least equal to Clearshield "Regal", Dispoz-O "Senate" or "Amcel mid-weight" quality ONLY. WHITE ONLY, Weighing no less than two and nine-tenths (2.9) grams each.
 - F. Fork: At least equal to Clearshield "Regal", Dispoz-O "Senate," or "Amcel mid-weight" quality ONLY. WHITE ONLY, weighing no less than two and nine-tenths (2.9) grams each.
 - G. Teaspoon: At least equal to Clearshield, "Regal", Dispoz-O "Senate," or "Amcel mid-weight" quality ONLY. WHITE ONLY, weighing no less than two and nine-tenths (2.9) grams each.
 - H. Knife: At least equal to Clearshield "Regal", Dispoz-O "Senate" or "Amcel mid-weight" quality ONLY. WHITE ONLY, weighing no less than two and nine-tenths (2.9) grams each.
 - I. Place Mats - nine (9) by twelve (12) inches brightly designed to feature educational information, nutritional quizzes, games, colors, MyPlate designs.

ATTACHMENT G – PRICING SCHEDULE

The forms referenced in this section must be returned with your proposal.

Offerors shall submit prices on the attached Forms, G.1, G.2, and G.3 for the indicated meal types meeting the contract specifications and meals to be delivered to all schools set forth in the RFP.

Attachment G.1

Breakfast

A.	B.	C.	D.	E.	F.	G.
Meal Type	Estimated Daily Servings	Estimated Serving Days	Unit Price w/ Milk	Subtotal Price w/ Milk	Unit Price w/o Milk	Subtotal Price w/o Milk
PK Breakfast	920	180				
K-12 Breakfast	12,200	180				
KEY						
A.	Institution shall indicate which meal types the Vendor will be providing meals for during the contract period. If unitized meals will be required, the institution must indicate so by placing “unitized meal” in parentheses after the meal type.					
B.	Institution shall fill in the estimated number of meals that will be served each day by meal type during the contract period.					
C.	Institution shall fill in the number of anticipated operating days that meals will be served during the contract period.					
D.	The Vendor shall insert the appropriate unit price for each meal type as indicated by the institution.					
E.	Institution shall calculate subtotal of each meal type by multiplying B times C times D = Subtotal w/ Milk.					
F.	The Vendor shall insert the appropriate unit price for each meal type as indicated by the institution.					
G.	Institution shall calculate subtotal of each meal type by multiplying B times C times F = Subtotal w/o Milk.					

Attachment G.2

Breakfast

Single Serving Meal Component Pricing		
BREAKFAST		
Meat/Meat Alternative	PK	K-12
Vegetable		
Fruit		
Grain		
Milk		

Attachment G.3

Breakfast Estimated Daily Quantities

Item #	Item Description	Est. Daily Quantities	Unit	Unit Price <i>w/ Milk</i>	Total Cost <i>w/ Milk</i>	Unit Price <i>w/o Milk</i>	Total Cost <i>w/o Milk</i>
1	Breakfast Meal (PK) <i>Bread/ Grain, Fruit, Milk, Condiments, Utensils / Napkins</i>	920	each				
2	Breakfast Meal (K-12) <i>Bread/ Grain, Fruit, Milk, Condiments, Utensils / Napkins</i>	12,200	each				
Please note, all meal components must be in a compliance with USDA meal pattern requirements. The meal pattern requirements are set out in Appendix C, and all applicable attachments.							

ATTACHMENT H – CERTIFICATIONS

Return this form with your proposal.

Independent Price Determination Certificate

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

Name of Foodservice Company _____

Name of School Food Authority _____

- A. By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- 1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offer or to any competitor; and
 - 3) No attempt has been made or will be made by the offer to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Foodservice Company certifies that:
- 1) He or she is the person in the Offeror organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - 2) He or she is not the person in other offer organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Foodservice Company, 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 proposals on any public contract, except as follows:

Signature of Offeror's Authorized Representative _____

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative _____

Title

Date

NOTE: ACCEPTING A RESPONDENT'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Return this attachment as part of your proposal response.

Certification of Debarment and Suspension Form

Food Service Company Name

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS COMPLETELY)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: _____

Date: _____ BY: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

Return this attachment as part of your proposal response.

Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c) (1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the SFA and VENDOR (Offeror) shall execute this Certificate.

Name of Foodservice Company _____ Name of School Food Authority _____

THE FOODSERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 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 thereunder before the award of this contract.
- B. That no portion of the work required by this prime 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.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. 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 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air 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 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. 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.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Foodservice Management Company.

Signature of Offeror's Authorized Representative _____

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative _____

Title

Date

NOTE: ACCEPTING A RESPONDENT'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Return this attachment as part of your proposal response.

CERTIFICATION OF INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC SCHOOLS EMPLOYEES

Contractor hereby certifies that neither Contractor, nor any of Contractor's Officers, Directors, or Executive employees maintain a financial or familial relationship with any person acting for, or employed by the School Board or Richmond Public Schools ("SFA").

To that extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

- ☐ Neither contractor nor its officers, directors, or executive employees maintain a financial or family relationship with any person acting for, or employed by, the School Board or Richmond Public Schools.
- ☐ The following individuals currently maintain a *financial* relationship with Contractor:

SFA/School Board Employee's Name: _____

Position with SFA/School: _____

Nature of Relationship: _____

The following individuals currently maintain a *familial* relationship with Contractor:

SFA/School Board Employee's Name: _____

Position with SFA/School: _____

Nature of Relationship: _____

Contractor: _____

By _____

Printed Name:

Signature _____

Date: _____

Title: _____

Return this attachment as part of your proposal response.

Certification Regarding Lobbying Activities

Applicable to grants, subgrants, cooperative agreements, and contracts exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name of Organization (FSMC):

Address of Organization (FSMC):

Name and Title of Submitting Official:

Date:

Signature

Return this attachment as part of your proposal response.

Disclosure of Lobbying Activities

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

1. Type of federal action:

- a. Contract
- b. Grant
- c. Cooperative agreement
- d. Loan
- e. Loan guarantee
- f. Loan insurance

2. Status of federal action:

- a. Proposal/offer/application
- b. Initial award
- c. Post-award

3. Report type:

- a. Initial filing
- b. Material change

For material change only:

- Year:
- Quarter:
- Date of last report:

4. Name and address of reporting entity:

- Prime:
- Sub-awardee:
- Tier, if known:
- Congressional district, if known:

5. If reporting entity in no. 4 is sub-awardee, enter name and address of prime:

Congressional district, if known:

6. Federal department/agency:

7. Federal program name/description:

CFDA number, if applicable:

8. Federal action number, if known:

9. Award amount, if known:

10. Attach continuation sheet(s) SF-LLL-A if necessary. If individual, last name, first name, MI.

- a. Name and address of lobbying entity (last name, first name, MI):
- b. Individuals performing services (including address if different from no. 10 a.):

11. Amount of payment:

- a. Actual:
- b. Planned:

12. Form of payment (check all that apply):

- a. Cash
- b. In-kind; specify:
Nature:
Actual:

13. Type of payment (check all that apply):

- a. Retainer
- b. One-time fee
- c. Commission
- d. Contingent fee
- e. Deferred
- f. Other, specify:

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contracted for payment indicated in item 11 (attach continuation sheet(s) SF-LLL-A, if necessary):

15. Are continuation sheet(s) SF-LLL-A attached:

☐ Yes (number):

☐ No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Print name:

Title:

Telephone:

Date:

Signature

Return this attachment as part of your proposal response.

CRIMES AGAINST CHILDREN

The Contractor shall certify that Contractor, Contractor's employees, and all other persons who will have direct contract with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Exhibit IV and submit the certification contemporaneously with this executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you or, to the best of your knowledge, any of your employees who will have direct contact with students been convicted of a felony or any offense involving the sexual abuse or rape of a child?

☐ NO

☐ YES (please explain) _____

Contractor: _____

By _____
Printed Name:

Signature _____

Date: _____

Title: _____

ATTACHMENT I – VENDOR INFORMATION

Return this attachment as part of your proposal response.

VENDOR DATA SHEET

Primary Contact:

Name: _____ Phone: _____

Email Address: _____

Years in Business: Indicate the length of time the firm has been in business providing this type of good or service:

_____ Years _____ Months

FIN or FEI Number: _____ Business Type: _____
(If Company, Corporation or Partnership) (Small Women, Minority, Veteran)

Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services. Include the length of service and the name, address, and telephone number of the point of contact:

A. Company: _____ Contact: _____
Phone: _____ Email: _____
Project: _____
Dates of Service: _____ Value: _____

B. Company: _____ Contact: _____
Phone: _____ Email: _____
Project: _____
Dates of Service: _____ Value: _____

C. Company: _____ Contact: _____
Phone: _____ Email: _____
Project: _____
Dates of Service: _____ Value: _____

I certify the accuracy of this information:

Signature: _____ Title: _____ Date: _____

ATTACHMENT I – VENDOR INFORMATION

Return this attachment as part of your proposal response.

VENDOR QUALIFICATION QUESTIONNAIRE

Company Name: _____

Address: _____

Contact: _____ Title: _____

Telephone: _____ Fax: _____

Email Address: _____

Website: _____

Company's Dun & Bradstreet Number: _____

Richmond City Public Schools has the right to request Dunn & Bradstreet reports as it deems necessary.

List key personnel, title(s) and years with your Company:

Type of Organization ☐ Individual ☐ Partnership ☐ Other
☐ Corporation ☐ Joint Venture (Please Specify _____)

How many years has your organization been in business as a school meal service provider? _____

How many years has your organization been in business under its present business name? _____

Does your organization qualify as a Certified Business Enterprise (CBE)? If so, please provide a copy of your certification.

If not, could you qualify? Would you be willing to pursue certification?

Is your organization a franchise operator?

Will your organization use sub-Vendors for this contract?

ATTACHMENT J – MINORITY BUSINESS PARTICIPATION FORM

Return this attachment as part of your proposal response.

MINORITY BUSINESS PARTICIPATION COMMITMENT FORM

In awarding contracts and purchase orders to its vendors and suppliers, Richmond Public Schools strives to obtain a minimum twenty percent (20%) of the annual aggregate expenditure for goods and services from small-, woman- and minority-owned and service-disabled business enterprises (collectively “Minority”). Such contracts and services include but are not limited to orders for the sale and furnishing of supplies, materials and equipment, for providing contractual services, and for writing and furnishing policies of insurance and surety bonds in which Richmond Public Schools is the principal insured or party for whom such bond is written and for which policy of insurance or bond the premium charged is billed to Richmond Public Schools. In support of this policy, RPS encourages the use of Minority participation through subcontracting, joint ventures, transportation, or other methods in securing goods or services. Vendors may use this form to indicate the percentage of its bid/offer that will be subcontracted to Minority vendors and the level of participation.

The vendor agrees to expend at least ____% of the contract value, if awarded, with Minority business enterprises. The vendor must indicate the Minority business enterprises it intends to utilize on the contract and the percentage of the aggregate of the contract it intends to award to the Minority firm.

- A. Offeror is a Minority Firm: *Minority Group_____(See Categories below)
Certification #____(Indicate if Virginia DSBSD, City of Richmond or SBA)
- B. Names and Addresses of Minority Group.

Business Name and Address	Contact Information (Phone and/or Email)	**Role	*Minority Group	Dollar Value or Percentage
Total				

- C. The undersigned acknowledges and agrees that it will provide a good faith effort to meet or exceed the goals set above in the performance of the Contract. The firm will not change or modify this commitment without the agreement of RPS.

*Minority Group Categories

AFA	African American
HA	Hispanic American
AA	Asian American
NA	Native American
WO	Woman Owned
DV	Service Disabled Veteran

Vendor Signature

Printed Name of Authorized Officer

**Role: subcontractor, supplier, services, transportation, etc.

APPENDIX A – VENDOR’S REFERENCE EVALUATION

Dear Colleague:

_____ (name of Offeror) has provided your school as a reference for providing vended foodservice (or other food-related service). The SFA would greatly appreciate your sharing your thoughts and experience with the named provider.

Vendor Reference Evaluation					
Name of SFA	Reference #1	Reference #2	Reference #3	Total Points	Average Points
Refer to the rating scale below to answer the following questions:					
How would you rate the quality of the food?					
How would you rate the timeliness and accuracy of the Vendor’s deliveries?					
How would you say the students like and accept the meals?					
How attractive and easy to use is the Vendor’s packaging?					
How well would you say that the Vendor responds to delivery problems, menu revisions and requests?					
How would you rate the timelines in submitting the monthly menus for posting on SFA’s website					
How would you rate the Vendor use of locally grown or raised foods					
How would you rate the timelines in submitting the nutrient analysis					
Total Evaluation Points					

*Total Points is the combined score of all three references

*Average Points is the total points divided by the number of references

The following combined score will determine the reference & performance evaluation identified in the Award Criteria

1 to 8 average points = 1 point

9 to 16 average points = 2 points

17 to 24 average points = 3 points

25 to 32 average points = 4 points

33 to 40 average points = 5 points

Thank you for your feedback. Please complete and return this form to: (name & email)

APPENDIX B – SCHOOL SITES AND AVERAGE PARTICIPATION

SCHOOL SITES NAME, ADDRESS, MEAL GRADR GROUPS, AND MEAL TYPE ADP

<i>RPS SCHOOL SITES</i>			
SCHOOL	SCHOOL ADDRESS	MEAL GRADE GROUP	BREAKFAST ADP
<i>PK (5) SCHOOLS</i>			
Blackwell Pre-K	238 E 14 St, RVA 23224	K	200
Mary Scott Pre-K	4011 Moss Side Ave, RVA 23222	K	180
Maymont Pre-K ¹	1211 S. Allen Ave, RVA 23220	K	180
King Jr, M.L. Pre-K	900 Mosby St, RVA 23223	K	180
Summerhill Pre-K	2717 Alexander Ave, RVA 23234	K	180
<i>ELEMENTRAY (26) SCHOOLS</i>			
Barack Obama	3101 Fendall Ave, RVA 23222	K-5	150
Bellevue	2301 E Grace St, RVA 23223	K-5	200
Blackwell	300 E. 15th St. RVA 23224	K-5	300
Broad Rock	4615 Ferguson Ln, RVA 23234	K-5	575
Cardinal	1745 Catalina Drive, RVA 23224	K-5	525
Carver, G.W	1110 W Leigh St, RVA 23220	K-5	325
Cary, J.B.	3021 Maplewood Ave, RVA 23221	K-5	250
Chimborazo	3000 E Marshall St, RVA 23223	K-5	325
Fairfield	2510 Phaup St, RVA 23223	K-5	325
Fisher , J.B.	3701 Garden Rd, RVA 23235	K-5	175
Francis, J.L.	5146 Snead Rd, RVA 23224	K-5	425
Ginter Park	3817 Chamberlayne Ave, RVA 23227	K-5	250
Henry Marsh	813 N 28 St, RVA 23223	K-5	300
Holton, L.H.	1600 W Laburnum Ave, RVA 23227	K-5	275
Jones, Miles	200 Beaufont Hill Dr, RVA 23225	K-5	500
Munford, Mary	211 Westmoreland Ave, RVA 23226	K-5	200
Oak Grove	2409 Webber Ave, RVA 23224	K-5	550
Overby Sheppard	2300 First Ave, RVA 23222	K-5	250
Patrick Henry	3411 Semms Ave, RVA 23225	K-5	100
Redd, E.D.	5601 Jahnke Rd, RVA 23225	K-5	350
Reid, G.H.	1301 Whitehead Rd, RVA 23225	K-5	500
Southampton	3333 Cheverly Rd, RVA 23225	K-5	200
Swansboro	3160 Midlothian Tpke, RVA 23224	K-5	200
Westover Hills	1211 Jahnke Rd, RVA 23225	K-5	275
William Fox	2300 Hanover Avenue, RVA 23220	K-5	200
Woodville	2000 N 28 St, RVA 23223	K-5	300

<i>RPS MIDDLE SCHOOLS (7)</i>			
Binford	1701 Floyd Ave, RVA 23220	6-8	175
Boushall, T.C.	3400 Hopkins Rd, RVA 23234	6-8	325
Brown, L.M.	6300 Jahnke Rd, RVA 23225	6-8	450
River City	6300 Hull Street Road, RVA 23224	6-8	500
Henderson, T.H.	4319 Old Brook Rd, RVA 23227	6-8	175
Hill, A.H.	3400 Patterson Ave, RVA 23221	6-8	125
King Jr., M.L.	1000 Mosby St, RVA 23223	6-8	475
<i>RPS HIGH SCHOOLS (7)</i>			
Armstrong	2300 Cool Lane, RVA 23223	9-12	475
Franklin Military	701 N 37 St, RVA 23223	9-12	200
Huguenot	7945 Forest Hill Ave, RVA 23225	9-12	375
Jefferson, T.	4100 W Grace St, RVA 23230	9-12	200
Marshall, J	4225 Old Brook Rd, RVA 23227	9-12	525
Richmond Community	201 E Brookland Pk Blvd, RVA 23222	9-12	50
Wythe, George	4314 Crutchfield St, RVA 23225	9-12	350

Note 1: Maymont Pre-K serves meals to Amelia Street School.

APPENDIX C – MEAL PATTERNS

Breakfast Meal Pattern

USDA is an Equal Opportunity Provider, Employer and Lender 2019

	Preschool	Grades K-12	
Food Components	Amount of Food per Week (minimum per day)		
Fruits (cups)	2 1/2 (1/2)	5 (1)	
Vegetables (cups)	May count toward Fruits requirement.	May credit toward Fruits requirement. 1	
Grains (oz.eq. unless otherwise indicated)	2.5 oz. eq. (.5)	7-10 (1)	
Meats/Meat Alter- nates (oz. eq.)	May substitute for Grains up to 3 times per week.	May credit toward Grains requirement if at least 1 oz. eq. of Grains is offered.	
Fluid milk (cups)	3 ¾ (¾)	5 (1)	
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-Max Calories (kcal)	N/A	350-500	
Saturated Fat (% of total calories)	N/A	<10	
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Sodium Target 1 Intermediate Sodium (mg) SY 2014-2015	N/A	≤540	
Sodium Target 2 Intermediate Sodium (mg) SY 2021-2022	N/A	≤485	
Final Sodium Target (mg) SY 2022-2023	N/A	≤430	
Trans fat	N/A	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving. (This does not apply to naturally occurring trans fats, present in some meat and dairy products.)	

APPENDIX D – SAMPLE MENU CYCLES

Richmond City Public Schools
School Breakfast Program (SBP)/Seamless Summer Option
Sample Breakfast Cycle Menu (K-12)

Week One					
	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
Entrée Option 1	Breakfast Pizza	Apple Cinnamon Texas Toast	Pancakes	Turkey Ham & Cheese Croissant	Chicken Biscuit
Entrée Option 2	Assorted Muffin w/Yogurt or String Cheese	Graham Crackers w/Yogurt or String Cheese	Donut w/Yogurt or String Cheese	Sweet Roll w/Yogurt or String Cheese	Assorted Muffins w/Yogurt or String Cheese
Entrée Option 3	Breakfast Meal Kits	Breakfast Meal Kits	Breakfast Meal Kits	Breakfast Meal Kits	Breakfast Meal Kits
Fruit	Fresh Apple 100% Fruit Juice (1/2 cup)	Cupped Pineapples 100% Fruit Juice (1/2 cup)	Fresh Banana 100% Fruit Juice (1/2 cup)	Cupped Mixed Fruit 100% Fruit Juice (1/2 cup)	Fresh Orange 100% Fruit Juice (1/2 cup)
Week Two					
	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
Entrée Option 1	Egg Omelet & Toast	French Toast	Sausage Egg & Cheese Biscuit	Pancake on a Stick	Breakfast Pizza
Entrée Option 2	Breakfast Bar w/Yogurt or String Cheese	Oatmeal Pastry w/Yogurt or String Cheese	Assorted Muffins w/Yogurt or String Cheese	Graham Crackers w/Yogurt or String Cheese	Donut w/Yogurt or String Cheese
Entrée Option 3	Breakfast Meal Kits	Breakfast Meal Kits	Breakfast Meal Kits	Breakfast Meal Kits	Breakfast Meal Kits
Fruit	Fresh Apple 100% Fruit Juice (1/2 cup)	Cupped Pineapples 100% Fruit Juice (1/2 cup)	Fresh Banana 100% Fruit Juice (1/2 cup)	Cupped Mixed Fruit 100% Fruit Juice (1/2 cup)	Fresh Orange 100% Fruit Juice (1/2 cup)

Week Three					
	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
Entrée Option 1	Chicken Biscuit	Waffles	Cinnamon Toast Sticks	Breakfast Burrito	Apple Breakfast Cluster
Entrée Option 2	Sweet Roll w/Yogurt or String Cheese	Assorted Muffins w/Yogurt or String Cheese	Breakfast Bar w/Yogurt or String Cheese	Oatmeal Pastry w/Yogurt or String Cheese	Donut w/Yogurt or String Cheese
Entrée Option 3	Breakfast Meal Kits	Breakfast Meal Kits	Breakfast Meal Kits	Breakfast Meal Kits	Breakfast Meal Kits
Fruit	Fresh Apple 100% Fruit Juice (1/2 cup)	Cupped Pineapples 100% Fruit Juice (1/2 cup)	Fresh Banana 100% Fruit Juice (1/2 cup)	Cupped Mixed Fruit 100% Fruit Juice (1/2 cup)	Fresh Orange 100% Fruit Juice (1/2 cup)
<p>ALL MEALS SERVED WITH APPROPRIATE CONDIMENTS AND A CHOICE OF 1% AND FAT FREE MILK.</p> <p>SERVING SIZE FOR ALL FRUIT IS 1/2 CUP.</p> <p>* MENU SUBJECT TO CHANGE **</p> <p>^ Denotes item is whole-grain/whole wheat</p> <p>*** This institution is an equal opportunity provider.</p>					

ATTACHMENT D – MENU CYCLES (CONT'D)

Richmond City Public Schools
Sample Pre-K Breakfast Cycle Menu
Week 1

Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast ¹				
Spiced Oatmeal ² Baked Apples Low-Fat or Skim Milk ³	Whole Wheat Toast with Nut Butter Tropical Fruit Salad Low-Fat or Skim Milk	Scrambled Eggs ² Quick Baked Sweet Potatoes ² Low-Fat or Skim Milk	Whole Wheat English Muffin with Turkey Sausage Blueberries Low-Fat or Skim Milk	French Toast Squares ² Mixed Fruit Low-Fat or Skim Milk

1 A meat/meat alternate may be served as a grain component a maximum of three times per week.
2 A standardized recipe is available for the food item.
3 Serve 2–5-year-olds low-fat or skim milk; if serving 1-year-olds, serve whole milk.
4 A vegetable can be served in place of the fruit component.
5 Serve water as a beverage when no other beverage is served. Offer water throughout the day and make it available upon request.

Richmond City Public Schools
Sample Pre-K Breakfast Cycle Menu
Week 2

Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast ¹				
Breakfast Pizza with Hash Brown Crust ² Orange Wedges Low-Fat or Skim Milk ³	Whole Grain Flakes Cereal Blueberries Low-Fat or Skim Milk	Spinach Egg Bake ² Pineapple Tidbits Low-Fat or Skim Milk	Whole Wheat Pancakes ² Strawberry Slices Low-Fat or Skim Milk	Breakfast Muffin ² Diced Tropical Fruit Low-Fat or Skim Milk

1 A meat/meat alternate may be served as a grain component a maximum of three times per week.
2 A standardized recipe is available for the food item.
3 Serve 2–5-year-olds low-fat or skim milk; if serving 1-year-olds, serve whole milk.
4 A vegetable can be served in place of the fruit component.
5 Serve water as a beverage when no other beverage is served. Offer water throughout the day and make it available upon request.

Richmond City Public Schools
Sample Pre-K Cycle Menu
Week 3

Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast ¹				
Whole Wheat Pancakes ² Mixed Berries Low-Fat or Skim Milk ³	Whole Wheat English Muffin Unsweetened Applesauce Low-Fat or Skim Milk	Whole Grain Flakes Cereal Strawberry Slices Low-Fat or Skim Milk	Breakfast Burrito with Salsa ² Bell Pepper Slices Low-Fat or Skim Milk	Breakfast Pizza ² Mandarin Oranges Low-Fat or Skim Milk

1 A meat/meat alternate may be served as a grain component a maximum of three times per week.
2 A standardized recipe is available for the food item.
3 Serve 2–5-year-olds low-fat or skim milk; if serving 1-year-olds, serve whole milk.
4 A vegetable can be served in place of the fruit component.
5 Serve water as a beverage when no other beverage is served. Offer water throughout the day and make it available upon request.

NOTE: SERVING SIZE FOR ALL FRUIT IS 1/2 CUP.

END OF APPENDICES