

CHILD NUTRITION PROGRAMS

SPONSOR

VENDED MEALS

COMPETITIVE QUOTE FORM AND CONTRACT

Colorado Department of Education

School Nutrition Unit

1525 Sherman St, Suite 309

Denver, CO 80203

Phone (303) 866-6661

Website <http://www.cde.state.co.us/nutrition>

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or

2. fax:

(833) 256-1665 or (202) 690-7442; or

3. email:

program.intake@usda.gov

This institution is an equal opportunity provider.

This solicitation for vended meals is issued with the intent of entering into a contract to purchase vended meals in accordance with applicable state and federal laws governing federally funded Child Nutrition Programs for _____, herein after referred to as the "Sponsor". Meal vendors are invited to submit a price quote for vended meals in response to this solicitation to furnish vended meals to the Sponsor, for the 20____-20____ school year or the 20____ *program year*. Meal vendors who respond to this solicitation are hereafter referred to as "Bidders".

If your company is interested in competing for the awarded contract, please respond to this solicitation for bids as directed in this document. Quotes must be submitted with the following information clearly marked on the envelope or email response: "Vended Meals Quote" followed by your company's name.

Quotes must be emailed to: _____

Quotes must be emailed by ____ at _____ to be considered.

TERMS, SPECIFICATIONS, CONDITIONS, AND REQUIREMENTS

- 1) Awarded Contract:** The Bidder who is selected for the awarded contract will be referred to herein as the "Contractor". This Vended Meals Competitive Quote Form and Contract as well as the completed Exhibit A- Competitive Quote Form will be the Awarded Contract. **Contractor will be bound by those terms and conditions as described in this document.** The Awarded Contract will not be considered effective until it is signed by both the Sponsor and the Contractor.

The Sponsor reserves the right to terminate the Awarded Contract and re-award the contract to the next most competitive bidder in the event the Contractor, to whom the contract is awarded, should fail to supply the Sponsor with goods and services described herein, not honor quoted pricing, or is unable to comply with the terms and conditions described herein.

Furthermore, in the event that a Contractor to whom an item or items listed in this solicitation has been awarded should fail to supply the Sponsor requirements promptly and according to the specifications and prices listed herein, the Sponsor reserves the right to cancel the Awarded Contract and purchase elsewhere.

- 2) Awarded Contract Period:** The Awarded Contract issued as a result of this solicitation for quotes shall run from _____ through _____. The vended meal prices submitted shall remain firm and continue in force during the entire contract period. The Awarded Contract may be renewed for up to four (4) additional one-year periods by mutual agreement between the Sponsor and Contractor.

Services and products rendered as a result of the Awarded Contract must comply with regulations and statutory requirements passed down by the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS), CDE School Nutrition, and Sponsor's local governing agency. This includes financial and statutory requirements for operating the Child Nutrition Programs including but not limited to the following:

- ☐ 2 CFR Part 200;
- ☐ USDA Program regulations (7 CFR Part 210, Part 215, Part 220, and Part 225), guidance, and instructions;
- ☐ State law, regulations, and policies that are not in conflict with federal requirements; and
- ☐ Local law, regulations, and policies that are not in conflict with federal requirements.

- 3) Pricing:** Pricing will be fixed price. All meal prices will be net, Free on Board (F.O.B.) to Sponsor. The Sponsor will consider individual product price changes as part of a renewal to the Awarded Contract. All fee/rate increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the Sponsor. All fee increases shall be based on the Consumer Price Index and shall be determined annually by CDE. No other fee increases will be allowed.
- 4) Taxes:** Price quoted shall not include state or federal taxes from which the Sponsor is exempt. The necessary exemption certificate will be furnished upon request by the Contractor.
- 5) Invoices:** Invoices must clearly identify each Sponsor site and show a total amount due for each Sponsor site. Invoices will be paid 30 days of receipt of invoice.
- 6) Payments:** The Contractor shall be paid by the Sponsor for all meals delivered in accordance with the contract. However, neither the Department nor the State Agency assumes any liability for payment of differences between the number of meals delivered by the Contractor and the number of meals served by the Sponsor that are eligible for reimbursement.

Payment of account will be made within _____ from receipt of invoice. All invoices are to be sent to the following address: _____

- 7) Credits:** Credits will be given by the Contractor for any product shortage, defective packages, or unsatisfactory products as deemed by the Sponsor.
- 8) Insurance:** The Contractor shall maintain in force all insurance coverage required by federal, state, or local licensing authority.

GENERAL REQUIREMENTS AND SPECIFICATIONS FOR VENDED MEALS

- 1) Vended Meal Orders:** Sponsor will order meals on _____ of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week and will include breakdown totals for each school and each type of meal.

The Sponsor reserves the right to increase or decrease the daily number of meals ordered with at least _____ hour notice or less if mutually agreed upon between the parties to the Awarded Contract.

- 2) Menu Cycle Change Procedure:** Meals will be delivered on a daily basis in accordance with the menu cycle developed by the Contractor. Deviation from the delivery cycle shall be permitted only upon authorization of the Sponsor. Menu changes may be made when mutually agreed upon by both parties. When an emergency situation exists which might prevent the Contractor from delivering a specified meal component, the contractor shall notify the Sponsor immediately so substitutions can be

agreed upon. The Sponsor reserves the right to suggest menu changes within the Contractor's suggested food cost periodically throughout the contract period.

- 3) Sanitation:** All meals and meal related items must be prepared and stored in accordance with all applicable health and sanitation regulations at all times. The Contractor must have State or local health certification for the facility in which it proposes to prepare meals for use in the Program. The Contractor must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that bacteria levels found to be present in the meals conform with standards set by local health authorities. The results of the inspections must be submitted promptly to the sponsor and to the State Agency.

- 4) Recordkeeping:** The Contractor shall maintain records (supported by invoices, receipts, or other evidence) as the Sponsor will need to meet the responsibilities of the Program, and shall submit all required reports to the sponsor promptly at the end of each month, unless more frequent reports are required by the Sponsor. These records must demonstrate how the meals contribute to the required food components, food items, or menu items for each day of operation. Furthermore, these records must provide sufficient documentation to determine how the purchased meals contribute to meeting the age/grade appropriate nutrient standard over the school week if preparing meals for the NSLP. For example, Contractor will need to maintain the following records and have such records available when requested by Sponsor, federal, or state agency:

- ☐ Temperature logs will be available for review, at any time during the contract period.
- ☐ Production records will be available for review, at any time during the contract period.

Records shall be available for inspection and audit by representatives of the State Agency, the Department, and the U.S. Government Accountability Office at any reasonable time and place for a period of 3 years from the date of receipt and final payment under the contract, except that, if audit or investigation findings have not been resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved.

- 5) Substitutes:** Meals shall be ordered by the _____. Items not on the quotation listing shall not be delivered without prior approval from the Sponsor's Kitchen Manager or Nutrition Program Director. If a substitute is necessary, delivery of an equal or superior product at an equal or lower price is permitted with prior approval.

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

7) Specifications

A. Packaging

All meals shall be encased in sanitary wrappers or containers, which shall be sufficiently strong and tight to exclude dirt and moisture and prevent spillage. meals will be packaged in a manner suitable to maintain local health standards. Packages which are dirty, torn, open, mashed and/or damaged in any way will be returned to the Contractor and will not be billed to the Sponsor.

- B. Food Preparation:** Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery unless agreed to by both parties. The Contractor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
- C. Product Freshness:** It is the responsibility of the Contractor to assure product freshness at all times. Previously frozen items are not acceptable without prior consent of the Sponsor's Kitchen Manager or Nutrition Program Director.
- D. USDA Foods (optional, does not apply to SFSP):** Sponsor will require Contractor to accept and utilize USDA Foods. All USDA Foods offered to the Sponsor and made available to the Contractor are acceptable and should be utilized in as large a quantity as may be efficient shall be utilized for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250. Contractor must credit the Sponsor for the value of all USDA Foods received for the use in Sponsor's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA Foods contained in processed end products. In crediting it for the value of donated foods, the Vendor uses the donated food values determined by the distributing agency, in accordance with §250.58(e). Contractor shall conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable.
 - a. Contractors processing USDA Foods at a commercial facility that is not a part of the contracted SFA are required to follow all rules pertaining to 7 CFR 250 Part C, including but not limited to having an active processing agreement.
- E. Local Food Procurement:**
 - a. SFAs may indicate its definition of local; if there are school gardens or farms that grow for the cafeteria; or if there is a desired percentage of the total food budget that the Sponsor wants to spend on local foods. If supporting local producers or augmenting farm to institution efforts are priorities, the Sponsor should include these goals in the solicitation for a vendor.
 - b. Example Inclusions:
 - i. The vendor shall produce a monthly report documenting the percentage of food budget utilized for local including the farm source, the product(s) purchased, and the value of the products purchased on behalf of the Sponsor.
 - ii. The vendor will support the Sponsor's effort in the procurement of unprocessed or minimally processed food items with local producers as well as support the use of locally made value-added products available through USDA entitlement and Food Distribution program. (SFA must define the term local)
 - iii. The SFA actively participates in federal and state funding opportunities that include but not limited to Supply Chain Assistance (SCA) and Local Food Program (LFP) as they come available. In the event the SFA is awarded funds of this nature for the procurement of unprocessed and minimally processed food

items the FSMC will provide documentation to support such purchases by way of invoices, receipts, or statements that are at least equal to the funds paid to the FSMC/vendor. The SFA and FSMC will comply with all terms and conditions of such awards should they occur.

- c. Geographic Preference: Sponsors may apply geographic preference and local as a specification when soliciting procurement. The Sponsor may use geographical preference as a defined scoring advantage. The Sponsor must clearly define the term "local" when used as a specification. 7 CFR 210.21(g)(1)-(2).

F. USDA Foods

Crediting USDA Donated Foods

Bidder must state here:

Method of reporting crediting of USDA Donated Foods: _____

Crediting timeframe beneficial to Sponsor, no less than annually: _____

Method of documentation utilized to verify that the value of all donated foods has been credited

The method of determining the donated food values to be used in crediting, in accordance with §250.51(c), or the actual donated food values _____

- G. Components of Vended Meals:** Menus must meet the meal pattern requirements regarding the food components and minimum portions specified by the USDA. Meals for the SFSP shall be _____ of milk and juice.

All foods must meet the minimum food specifications and quality standards as listed herein. Contractor shall provide a sample cycle menu, developed in accordance with the provisions of §210.10, §220.8, §225.15 and §225.16 as applicable to the programs served at each site, and must be used as a standard for the purpose of basing bids or estimating average cost per meal.

- H. Delivery Requirements:** Delivery shall be made by the Contractor to each Sponsor site in accordance with the order from the Sponsor.

The Contractor will deliver the ordered meals as checked below or in a manner that is mutually agreed upon between the parties of the Contract to each school as listed below in Sponsor sites.

- ☐ Refrigerated truck(s)
- ☐ Insulated containers with ice (cold foods)
- ☐ Insulated containers without ice (hot foods)
- ☐ Heated units/ovens

Meal(s) are to be delivered by the Contractor in _____ form to locations as indicated in this section of this solicitation.

The Sponsor reserves the right to add or delete school site(s) and building(s) by amendment of the initial list of approved sites in Schedule A. The Contractor's invoice shall show the cost as a separate item for that school site(s) and building(s). Otherwise, there shall **not be** any separate charge for transportation, fuel, or delivery. All costs are to be included in the unit price.

The Contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.

Deliveries shall be made to the following Sponsor sites daily, except Saturday, Sunday, and holidays, as ordered; unless specified otherwise, and at such hours as specified by and arranged with the receiving Sponsor's Kitchen Manager or Nutrition Program Director. It is the responsibility of the Contractor to place all deliveries in proper areas at each Sponsor site. All invoices must be reviewed and signed by an authorized Sponsor employee.

Furthermore:

- ☐ All delivery personnel will be in uniform with company identification.
- ☐ Delivery personnel will possess Contractor's employee identification on their person at time of delivery.
- ☐ Delivery personnel will allow receiving staff the opportunity to inspect the inside of the delivery truck.

Schedule A: Sponsor Sites (To be completed by the Sponsor)

[illegible]

***ADM- Average Daily Meals; ADP- Average Daily Participation; sponsor to indicate any plans to implement Healthy School Meals for All (HB-22-1414) and project associated participation changes.**

- 9) **Buy American:** School Nutrition programs are required to “Buy American” (7 CFR 210.21), when purchasing domestic commodity or product with federal funds to the maximum extent practicable. Contractor will need to be able to comply with this requirement for all meals sold to the Sponsor. **The Contractor shall notify the Sponsor of any and all items not compliant with this federal regulation.**
- 10) **HACCP:** Contractor must submit documentation of HACCP compliance upon notification of being selected for the Awarded Contract. Any Bidder without HACCP compliance documentation will be eliminated as a potential vendor to Sponsor sites.

1) Bidder Contact Information

Name of company submitting this bid: _____

Printed name of person signing this form: _____

Telephone #: _____

Mailing address: _____

E-mail address: _____ (notices are furnished via e-mail)

Date: _____

Quotes must contain the signature of a duly authorized officer of the organization.

2) Bidder Agrees to: furnish to the Sponsor, vended meals products as requested in this solicitation document and certifies:

- ☐ no person acting or employed by the Sponsor is directly involved in preparation of the quote or in any portion of the profits which may be derived there from; and
- ☐ as required by the regulations implementing Executive Order 12549, Debarment and Suspension, the Contractor, by submission of this bid, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal department or agency.

3) Bid Form: The undersigned hereby offers to furnish the following items as specified herein. These columns must be completed.

<u>Fixed Fee per meal quote</u>	
(1) The Bidder must quote and will be paid at a Fixed Fee per meal/snack.	
(2) The quoted amount should be based on assumption that no donated USDA Foods will be available for use and includes all expected rebates, discounts, and other applicable credits.	
(3) The Fixed fee per meal/Meal Equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI) which will be provided by CDE annually.	
<u>Fixed Per Meal Fee Proposal- To be completed by Contractor</u>	
Fixed Price Per Meal - Delivered meals only, no additional services	Breakfast: \$
	Lunch/Supper: \$
	Snack: \$
Fixed Price Per Meal - Additional services included, as defined in Exhibit A, Option 1	Breakfast: \$
	Lunch/Supper: \$
	Snack: \$
Fixed Price Per Meal - Additional services included, as defined in Exhibit B, Option 2	Breakfast: \$
	Lunch/Supper: \$
	Snack: \$

I certify by my signature below that the prices quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Bidder and the Sponsor.

SIGNATURE (of authorized representative):

Date:

PRINT NAME: _____

TITLE: _____

CONTRACTORS SHOULD RETAIN A COPY OF YOUR QUOTE INCLUDING INSTRUCTIONS, CONDITIONS AND SPECIFICATIONS FOR FUTURE REFERENCE.

AWARDED CONTRACT AGREEMENT

Contractor certifies that the Contractor shall operate in accordance with all applicable state and federal regulations.

Contractor certifies that all terms and conditions within the Competitive Quote Form shall be considered a part of this Contract as if incorporated therein.

Any additional negotiations and terms that are included in additional documents not included in this Competitive Quote template must be added to this agreement and approved by CDE.

This Contract shall be in effect for one year and may be renewed by mutual agreement for up to four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

SPONSOR:

Name of Sponsor

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST:

CONTRACTOR:

Name of Vendor

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Exhibit A: Optional services to be included.

OPTION 1			
Description of Job Duties	Vendor	Sponsor	Notes
Ordering meals based on participation trends			
Final preparation of food, including reheating cooled meals			
Serving meals/snacks			<i>Example: Breakfast in the classroom delivered to grades K-5</i>
Point-of-sale during meals/snacks			<i>Example: include point-of-sale system to be provided by the Sponsor</i>
Cleaning of kitchen area after meal service			
Cleaning of dining area after meal service (wiping down tables, sweeping/mopping floors)			
Trash removal from Kitchen			
Trash removal from dining area			
OPTION 2			
Description of Job Duties	Vendor	Sponsor	Notes
Ordering meals based on participation trends			
Final preparation of food, including reheating cooled meals			
Serving meals/snacks			
Point-of-sale during meals/snacks			
Cleaning of kitchen area after meal service			
Cleaning of dining area after meal service (wiping down tables, sweeping/mopping floors)			
Trash removal from Kitchen			
Trash removal from dining area			

Exhibit B: CONTRACT PROVISIONS FOR SPONSOR CONTRACTS UNDER CNP AWARDS

The Sponsor's contracts must contain all applicable provisions described in 2 CFR 200 Appendix II, which may include the following:

1. 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, 89 Stat. 871).
 - a) 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 Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency (EPA) regulations (40 CFR 15)
 - b) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR 5.
 - c) Davis Bacon Act (all prime construction contracts in excess of \$2,000)
 - d) Rights to Inventions Made Under a Contract or Agreement
 - e) Equal Employment Opportunity. all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246
 - f) Procurement of recovered materials 2 CFR 200.322; Appendix II (J)
 - g) The following civil rights laws, as amended:
 - i) Title VI of the Education Amendments of 1972;
 - ii) Section 504 of the Rehabilitation Act of 1973;
 - iii) the Age Discrimination Act of 1975;
 - iv) Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and
 - v) FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
 - h) The Buy American provision for contracts that involve the purchase of food, as required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
 - i) The Sponsor participates in the NSLP and SBP and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
 - ii) Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to Sponsor and approved and will be retained with purchase records. The request must include the:
 - (1) Alternative substitute (s) that are domestic and meet the required specifications:
 - (a) Price of the domestic food alternative substitute (s); and
 - (b) Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
 - (2) Reason for exception: limited/lack of availability or price (include price):
 - (a) Price of the domestic food product; and
 - (b) Price of the non-domestic product that meets the required specification of the domestic product.
 - iii) Non-domestic food purchases must not exceed the following caps by the established deadlines: 7 CFR 210.21(d)(5)(ii)(a)-(c)
 - (1) By July 1, 2025, non-domestic food purchases must not exceed 10 percent of total annual commercial food costs that a school food authority purchases per school year.
 - (2) By July 1, 2028, non-domestic food purchases must not exceed 8 percent of total annual commercial food costs that a school food authority purchases per school year.
 - (3) By July 1, 2031, non-domestic food purchases must not exceed 5 percent of total annual commercial food costs that a school food authority purchases per school year.

Exhibit C: Civil Rights

The vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Name of Vendor _____

Name/Title of Submitting Official _____ Signature _____ Date _____