



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
333 MARKET STREET
HARRISBURG, PA 17126-0333
www.education.pa.gov

**Child Nutrition Programs (CNP)
Invitation for Bid (IFB) and Contract
to Purchase Vended Meals**

**For Use by
School Nutrition Programs (SNP) Sponsors**

**Folk Arts-Cultural Treasures Charter School
126-51-002-1**

July 1, (2019) to June 30, (2020)

Any Sponsor selecting to use a Vendor must prepare a contract utilizing this document which may not be re-typed or changed in any way. Addendums to the original or renewal year contract are not permitted.

Agreement Page

This contract is made between the School Food Authority (SFA) purchasing meals, hereafter referred to as the SFA or the Sponsor, and the contractor awarded this contract, hereafter referred to as the Vendor, who will supply vended meals. A Sponsor and/or SFA is a sponsor in any of the Federal Child Nutrition Programs (CNPs), including but not limited to the National School Lunch Program (NSLP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP).

All parties certify that he/she shall operate in accordance with all applicable State and Federal regulations governing the Federal CNPs.

The Vendor certifies that all terms and conditions within the contract shall be considered a part of the contract as is incorporated therein.

This contract shall be in effect for one (1) year starting **July 1, 2019** through **June 30, 2020**. This contract may be renewed by mutual agreement up to four (4) additional one-year period(s).

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representative the day and year.

Folk Arts-Cultural Treasures Charter School

Name of SFA

Enter Vendor Name

Name of Vendor

Signature (in **blue ink only**) of Authorized Representative for SFA

Signature (in **blue ink only**) of Authorized Representative for Vendor

Ellen Somekawa

Printed Name of Authorized Representative for SFA

Printed Name of Authorized Representative for Vendor

Executive Director

Title

Title

Date Signed

Date Signed

Witness Signature (in **blue ink only**)

Witness Signature (in **blue ink only**)

Printed Name of Witness

Printed Name of Witness

General Information

A. Intent

This document is to be utilized by the SFA who wishes to procure a vended meal provider. The process combines an Invitation for Bid (IFB) with the contract, so that once a bid is awarded, this document becomes the formal contract between the SFA and the Vendor.

This contract is used for the Vendor that prepares, cooks, and packages unitized or bulk-form meals, with or without milk, off-site at their own facilities. The Vendor delivers meals ready-to-eat or heat to the site(s) determined by the SFA. The Vendor does not provide the SFA with on-site staff or provide assistance with other administrative aspects of the Federal CNPs.

B. Procurement Method

1. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 2 CFR §200.318-§200.326.
2. This contract will be a Fixed Price Contract charging a fixed price per meal. This contract is neither a “cost-plus-a-percentage-of-income” nor a “cost-plus-a-percentage-of-cost” contract as required under Title 2 CFR §200.323 (d).
3. The SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences in the evaluation of bids or price quotes in accordance with Title 2 CFR §200.319 (b).
4. The SFA is prohibited from entering a contract with a Vendor that provides recommendations, or develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting this procurement.

C. Pre-Bid Explanations

Any explanation desired by a Vendor regarding the meaning or interpretation of the IFB or contract should be requested in writing **10 Business days prior to the bid opening**. This information must be furnished to all prospective Vendors submitting a bid to avoid a competitive disadvantage to uninformed Vendors.

D. Quotes/Bids Submission

1. The procurement method is: (Check One)

Informal. [(\leq \$20,100 for SNP only) or (\leq \$10,000 if SFSP or CACFP are included)]. The informal procurement method will be used to obtain quotes. The Quotes are to be submitted to:

Folk Arts-Cultural Treasures Charter School
Attention: Contact Name
Street Address
City, State, Zip Code

Or emailed to **Enter Email Address**.

Quotes are due by **Time Choose One on Date**. Quotes will not be accepted after this time.

Formal. [(\geq \$20,100 for SNP only) or ($>$ \$10,000 if SFSP or CACFP included)]. The formal procurement method will be used to obtain bids. All bids must be in a sealed envelope marked on the outside with the name of the vendor and “Vended Meals.” The Bid Proposals are to be submitted to:

Folk Arts-Cultural Treasures Charter School
Attention: Ellen Somekawa
1023 Callowhill Street
Philadelphia, PA 19123

Public opening will be at **2:00 PM** on **5/28/2019**. Bids will not be accepted after this time.

2. If additional information is required, please contact **Dewi Broadhurst** at **267-236-1073** or at **DBroadhurst@factschool.org**.

E. Bid Guarantee (Formal Only)

Vendors shall submit with their bids, a bid guarantee for **5%** of the total bid price in the form of a firm commitment such as a bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful vendors as soon as practicable after the opening of bids and (b) to the successful Vendor upon execution of such further contractual documents (i.e., insurance coverage) and bonds as required by the proposal.

F. Award Criteria

1. The contract will be awarded to the responsive and responsible vendor whose per-meal bid was the lowest in price. A responsive vendor is one whose bid conforms to all material terms and conditions of the solicitation. A responsible vendor is one whose financial, technical experience, and other resources indicate an ability to perform the services required by this solicitation.
2. The SFA reserves the right to reject any or all bids, if deemed in the best interest of the SFA.
3. For consideration, each vendor must submit a complete response to this solicitation using only the forms provided. No additional forms will be accepted as part of this contract. If any additional forms are used, they are not binding.
4. Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the Vendor's own risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the vendor prior to the signing of the contract by all parties.

G. Bid Protests

Any action which diminishes full and open competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential contractors. SFAs must attach their bid protest procedures to their IFB. Pursuant to 2 CFR §200.318 (k). SFAs must in all instances disclose all information regarding a protest to the Division of Food and Nutrition (DFN).

H. Captions

Captions in all sections of this document are provided only as a convenience and shall not affect the interpretation of this instrument, and its attachments.

I. Contract Terms

The contract shall be for a period of one (1) year beginning **July 1, 2019**, and ending, **June 30, 2020**, with up to four (4) one-year renewals with mutual agreement between the SFA and the Vendor.

J. Errors or Omissions

The proposing Vendor shall not be allowed to take advantage of any errors or omissions in the IFB. Where errors occur in the IFB, the Vendor shall promptly notify the contact person listed. Inconsistencies in the IFB are to be reported prior to bids being submitted. The SFA must communicate to all potential bidders.

K. Gifts from Vendor

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from Vendors nor potential Vendors. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

L. Disqualified Bids

1. Non-Responsive Bids – Any Vendor that submits an incomplete bid that fails to meet the specifications of this IFB shall not be considered. The Vendor may be considered non-responsive and the bid may not be accepted. Any Vendor that submits a bid for items or activities not requested by the SFA as

specified in the IFB shall not be considered in the scoring process. In such instances, the Vendor also may be considered non-responsive and the bid may not be accepted.

2. Late Bids – The SFA will not consider any bid(s) received after the exact time specified for receipt of all bids.

M. Payment and Fees

Any costs incurred under this contract that does not meet the requirement of regulations are unallowable costs.

N. Additional Information

1. This bid and contract are based on the SFA's 21-day menu for each meal type.

Please check a box below indicating whether or not additional bids/worksheets based on alternate menus will be considered. (Choose One)

Yes No

2. Delivered meals are **exclusive** of milk.

3. Meals will be provided to the SFA in the following manner: (Select One)

Unitized (individual) meals.

In bulk quantities. Vendor to provide written instructions listing the planned portion size to be served of each food component to meet the meal pattern requirements and any heating or cooling instructions.

4. Indicate whether the SFA is approved to operate as an emergency site during unanticipated school closures. (Choose One)

Yes No

If yes, the Vendor may be requested to provide meals during this time

5. On the next page, the SFA may add any additional items that need to be covered in the IFB. The SFA may not add additional items to the Renewal Year Contracts without rebidding unless the item constitutes an immaterial change from the original contract. DFN cannot provide an exclusive listing of which changes are material regarding the many procurement actions undertaken in The CNPs. The SFA should consult with legal counsel in making those determinations. However, DFN views a change as material when, had the new term been in the solicitation and original contract, it could have affected how the Vendor and other competitors responded to the IFB.

Any Vendor that submits a bid for items or activities not requested by the SFA as specified in the IFB shall not be considered. The Vendor may be considered overly responsive and the bid may not be accepted.

Do not repeat any items/specifications outlined under General Information (A-M) **or the Standard Terms & Conditions (1-20).**

A full and responsive application will include:

1. Bid Proposal for Vended Meals, 2019-20, to the Folk Arts-Cultural Treasures Charter School (FACTS), based on the appended FACTS 21 day menu cycle.
2. Agreement to comply with all of the terms and requirements included in the Folk Arts-Cultural Treasures PDE-SNP-557a Invitation for Bid/Vended Meals Contract, including:
 - Signed Appendix A: Certification Regarding Debarment and Suspension
 - Signed Appendix B: Certification and Disclosure Regarding Lobbying
 - Signed Appendix C: Independent Price Determination Certificate

2. FACTS NSLP Compliance Questionnaire
3. Resumes of key personnel, including relevant training and certifications.
4. Three (3) references that support your experience and qualifications to demonstrate evidence that you are a responsive and responsible bidder.
5. A bid guarantee as described on page 3, section E.
6. Provide one 21 day menu with recipes and nutritional information for all items listed. FACTS will accept the 21 day menu attached to this IFB or an alternative menu provided by the bidder. If providing an alternative menu, please note that FACTS requires the provision of a variety of fresh fruits and vegetables. FACTS does not serve any pork products or shellfish.
7. Sample menu production records for a one-week period for a contract of a comparable sized vended meals program.
8. A sample of the delivery ticket that will be used.
9. FACTS Facilities Inspection and Taste Test Information Sheet

ADDITIONAL NOTES:

1. FACTS requests bids for the delivery of hot food in pans to be transferred to steam tables.
2. FACTS will not accept bids for food that will be delivered cold (unless that food does not require heating)
3. FACTS will not accept bids for food that is individually portioned and packaged.
4. Brown bag lunches must be available for student field trips if meals have already been purchased in the menu cycle.
6. Provision of a daily vegetarian option (approximately 10 meals per day) will be required.
8. Please see the PDE-SNP-557b for delivery times and other requirements

Standard Terms and Conditions

1. Scope and Purpose

- A. This contract constitutes the entire contract between the SFA and the Vendor.
- B. The Vendor shall comply with the provisions of the bid specifications, which are hereby in all respects made a part of this contract.
- C. 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.
- D. No provision of this contract shall be assigned or subcontracted by the Vendor.
- E. The Sponsor shall operate in conformance with the SFA's Agreement and Policy Statement with DFN, and other DFN policies pertaining to NSLP.
- F. The vended meals/snacks exclusive or inclusive of milk will conform to the meal pattern or milk in accordance with the requirements for the following United States Department of Agriculture (USDA) CNPs (Check all that apply):
 - School Breakfast Program (SBP) (Title 7 CFR Part 220)
 - National School Lunch Program (NSLP) (Title 7 CFR Part 210)
 - Afterschool Snack Program (AFSP) (Title 7 CFR Part 210)
 - Special Milk Program (SMP) (Title 7 CFR Part 215)
 - Child and Adult Care Food Program (CACFP) (Title 7 CFR Part 226)
 - Summer Food Service Program (SFSP) (Title 7 CFR Part 225)
- G. Both parties agree to be bound by the USDA regulations Title 7 of the CFR Part 210, Part 220, Part 225, and Part 226, as appropriate. Full requirements are documented in 2 CFR 200, subpart D; 2 CFR 400; and 2 CFR 415.
- H. The Vendor shall be an independent contractor and not an employee of the SFA. The employees of the Vendor shall be considered solely employees of the Vendor and shall not be considered employees or agents of the SFA in any fashion.
- I. The vended meal service provided shall be operated and maintained as a resource to the SFA's children and not as a source of profit to the Vendor.
- J. The SFA shall be legally and financially responsible for the conduct of the food service program and shall ensure compliance with the rules and regulations of USDA and DFN regarding each of the CNPs covered by this contract. The SFA shall not relinquish any prohibited responsibilities to the Vendor.
- K. The SFA shall retain control of the CNP's food service account and overall financial responsibility for the CNPs.
- L. P.L. 110-246, Section 4302 of the Richard B. Russell National School Lunch Act (NSLA), allows SFAs to purchase unprocessed locally grown and locally raised agricultural products. NSLA allows SFAs, if they choose to do so, to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products. SFAs may just apply a preference; they cannot make this a requirement.
- M. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, catering) prices. These prices shall not be established by the Vendor.
- N. The SFA shall inform the Vendor of any disabilities/special dietary needs and ensure the Vendor complies with all special dietary accommodation requirements. Meal modifications and substitutions will be made on a case-by-case basis and must be supported by a medical statement with the required information when the modification or substitution cannot be made within the Program meal pattern.

Meal substitutions or modifications may result in a different price, to which both parties must agree. There will be no additional charge to the student for such substitutions or modifications.

- O. The Vendor is responsible for all contractual agreements the Vendor enters into in connection with the CNPs.
 - P. This contract shall be construed under the laws of the Commonwealth of Pennsylvania. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of Pennsylvania.
 - Q. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
 - R. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
2. Signature Authority
- A. The SFA shall retain signature authority for the policy/agreement with DFN, and other agreements and forms necessary to participate in CNPs.
 - B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement in the CNPs' Electronic Application and Reimbursement System (CN PEARS).
 - C. The SFA is responsible for reviewing the data and signing the Edit Check Worksheet(s) prior to the submission of the monthly Claim for Reimbursement.
 - D. The Vendor may not be given access to CN PEARS, COMPASS or the PrimeroEdge Student Eligibility System, except that menus, nutrient analysis, and production records may be maintained by the Vendor in PrimeroEdge Menu Planning and Production.
3. Meal Requirements
- A. The Vendor will provide meals/snacks, exclusive or inclusive of milk, in accordance with this contract and the federal regulations and policies applicable to the USDA CNPs.
 - B. Vendor will provide (check all that apply):
 - Trays
 - Serving Utensils, i.e. Spoons, Tongs, Ladles
 - Eating Utensils
 - Condiments
 - Disposable Paper Supplies, including but not limited to paper plates, napkins, and cups
 - Safe Transportation Containers
 - Cleaning of Safe Transportation Containers
 - Pick up or return of Transportation Containers
 - Oven(s)
 - Refrigerator(s)
 - Cooler(s)
 - Other (Please list)
 - C. The Vendor agrees to supply meals/snacks inclusive or exclusive of milk to the SFA for the prices as described in Attachment B, Price Per Meal Rates.
 - D. The menus must meet requirements established in Title 7 CFR Part 210, 215, 220, 225, and 266, as appropriate. The SFA reserves the right to periodically suggest menu changes within the Vendor's suggested food cost range throughout the contract period.
 - E. Meals/snacks will be delivered daily in accordance with the appropriate menu cycle (21-day menus for NSLP, SBP, and ASP; 11-day menu for SFSP). Menu changes may be made only when agreed upon by both parties.

- F. The Vendor must comply with the minimum meal pattern requirements for students as listed in Appendix D.
- G. No payment will be made to the Vendor for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

4. Orders

- A. The Vendor will provide the SFA with menus at a minimum of **2** weeks in advance of the first date listed on the menu.
- B. The SFA will order meals/snacks inclusive or exclusive of milk on a weekly basis notifying the Vendor **10** days preceding the week of delivery. Orders will include totals for each site and each type of meal/snack inclusive or exclusive of milk.
- C. The SFA reserves the right to increase or decrease the number of meals ordered on a forty-eight (48) hour notice or less if mutually agreed upon between the parties of this contract.
- D. The SFA reserves the right to add or delete sites, with prior approval from DFN, and provide one (1) week's written notice to the Vendor. If a site is added, the Vendor would need to agree to the change. Either party reserves the right to cancel the agreement and provide 30 days notice.

5. Delivery

- A. Meals must be delivered in food-grade containers approved by the local or state health departments that maintain the proper temperatures of food.
- B. The Vendor shall deliver the meals/snack(s) to site(s) at the specified site location(s) at the delivery time(s) listed on Attachment A, Site Information.
- C. Meals/snacks will be delivered daily or other mutually agreed upon period in accordance with the 21-day menu cycle.
- D. The Vendor shall not deliver incomplete, damaged, or spoiled meals/snacks. The Vendor will provide adequate refrigeration or heating to ensure the wholesomeness of food in accordance with state and/or local health codes.
- E. The Vendor shall provide a delivery slip with the date and the number of meals/snack(s) delivered. The SFA's authorized representative must sign the delivery slip, verify the condition of the meals, and check the meal temperatures at the time of delivery.

6. Renewals

- A. This contract may be renewed by mutual agreement for four (4) additional one-year periods.
- B. Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written if the material change is outlined in Section N and approval is granted by DFN, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the CNPs. However, at a minimum, a change is material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the IFB.

Services or features contingent on multi-year contracts are not allowable.

- 1. The SFA reserves the right to expand the federal CNPs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained from DFN.
- 2. The Vendor's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

The term materially consistent shall mean that a change does not materially increase the Vendor's cost of providing vended service or (2) materially decrease the net revenue derived from the food service operations.

3. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall be enforced on their effective date.
 4. The government reimbursement rates in effect remain materially consistent throughout the year.
 5. Meal components and quantities required by any of the programs selected in letter F, under 1 (Scope and Purpose) of the Standard Terms and Conditions remain consistent with prior years.
 6. The projected number of full feeding days is: **169** and shall remain materially consistent in renewal years.
- C. All contract renewals shall be for a period of one year beginning July 1 and ending June 30, with mutual agreement between the SFA and the Vendor. Renewal contracts cannot be effective prior to being signed by both parties. Failure to have renewal contracts signed by June 30, will lapse this contract and require the SFA to re-bid the contract.
- D. Renewal year contracts are contingent upon fulfillment of all contract provisions. If DFN determines during an Administrative Review, Procurement Review, audit, etc. that the Vendor is not meeting contractual obligations and is responsible for noncompliance of program regulations, DFN may decline to approve a renewal contract until it can be demonstrated that the Vendor is capable of meeting contractual obligations and being in compliance with program regulations.
- E. Contract-Cost Increase: The renewal price-per-meal cannot exceed the annual percentage increase of the Consumer Price Index for all Urban Consumers (CPI-U), U.S. base, for food away from home, as computed and published by the U.S. Department of Labor for the most recent twelve-month period for which the CPI-U data is available.
7. Health Certifications
- A. The Vendor agrees that the state and/or local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures following Hazard Analysis Critical Control Point (HACCP) guidelines.
 - B. The Vendor shall maintain state and/or local health certifications for any facility in which it proposes to prepare meals and shall maintain their health certification for the duration of the contract as required under Title 7 CFR §210.16 (c).
8. Emergency Situations
- A. In an event of unforeseen emergency circumstances, the Vendor shall notify the SFA by telephone, text, email or in person of the following:
 1. The impossibility of on-time delivery,
 2. The circumstance(s) precluding delivery, and
 3. A statement of whether succeeding deliveries will be affected.
 - B. When an emergency exists which might prevent the Vendor from delivering a specific meal/snack component, the Vendor shall notify the SFA immediately so substitutions can be agreed upon.
 - C. The SFA shall notify the Vendor of any delay or closing of school(s) due to snow or other emergency situations.
 - D. Emergency circumstances at the site precluding the utilization of meals are the concern of the SFA. The SFA may cancel orders provided it gives the contractor at least 48 hours notice or time agreed upon by both parties.
 - E. Adjustments for emergencies affecting the Vendor's ability to deliver meals, or the SFA's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the Vendor and the SFA.

9. Payment Terms/Method

- A. The Vendor shall invoice the SFA at the end of each month for amounts due based on delivery slips. The SFA shall make payments within 30 business days of the invoiced date. The SFA must retain this documentation on-site.
- B. The Vendor shall not bill for meals that are incomplete, spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, are ineligible for reimbursement, not delivered at the specified time, or do not otherwise meet the requirements of the contract.
- C. The SFA will pay the Vendor for all meals delivered in accordance with the contract and the regulations. Neither USDA nor DFN assume any liability for payment or differences between the number of meals delivered and the number of meals served.
- D. No payments will be made for deliveries made later than 0 hours after specified meal time.
- E. The payment of interest and late fees from the Non-profit School Food Service Account is prohibited.
- F. Upon termination of the Contract, all outstanding amounts shall immediately become due and payable.
- G. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.

10. Invoices

- A. Invoices must be itemized by price per meal cost.
- B. DFN may randomly request SFAs to submit copies of invoices for compliance with the above items.

11. Record Keeping, Books, and Reports

- A. The Vendor will maintain records supported by delivery tickets, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments.
- B. The Vendor will maintain production records for the CNPs. The records must show how the meals provided contribute to the required food components in order to be creditable. Records and supporting documentation (recipes, manufacturer formulation statement, Child Nutrition label, etc.) shall be provided to the SFA. The Vendor may maintain this information for the SFA, under the SFA's name, in the PrimeroEdge Menu Planning system.
- C. The Vendor will maintain records needed by the SFA to meet its program responsibilities and shall submit all required reports to the SFA promptly at the end of each month, unless the SFA requires more frequent reports.
- D. The Vendor agrees to retain the records required by the SFA for a period of three (3) years after the end of the fiscal year to which they pertain (or longer if an audit is in progress). Upon request, the Vendor shall make available all accounts and records pertaining to the program to representatives of DFN, USDA, and/or the Office of the Inspector General and General Accounting Office for audit and/or administrative review purposes at a reasonable time and place.
- E. The SFA and the Vendor must provide all documents as necessary for the independent auditor to conduct the SFA's single, program, or financial audit.
- F. If audit findings regarding the Vendor's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Title 2 CFR §200.333.)
- G. Should the SFA have any concern as to the Vendor's compliance of regulatory rules due to internal audits, monitoring, an Administrative Review, or a Procurement Review conducted by DFN, the SFA shall have the right to request an audit of the Vendor and the selection of the auditor(s) to perform the audit. The Vendor will be responsible for bearing the costs that occur as a result of this audit.
- H. The SFA is responsible for ensuring resolution of program review and audit findings.

12. Licenses and Fees

- A. The SFA and the Vendor shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- B. The Vendor shall comply with all SFA building rules and regulations when dropping off the meals.

13. Non-Discrimination

Both the SFA and the Vendor agree that no child who participates in any of the CNPs will be discriminated against on the bases of 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.

14. Term and Termination

- A. The SFA or the Vendor may terminate the contract for cause or for convenience by giving 60 days written notice.
- B. At any time, because of circumstances beyond the control of the Vendor, the Vendor or the SFA may terminate the contract by giving 10 days written notice to the other party.
- C. Neither the Vendor nor the SFA shall be responsible for any losses resulting should the fulfillment of the terms of the contract be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the Vendor or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

15. Noncompliance

The SFA reserves the right to reject and obtain meals from other vendors based on the above-mentioned factors. The Vendor will bear any excess costs to the SFA; the Vendor will not receive adjustments for meals procured at less than cost.

16. Nonperformance by the Vendor

- A. The Vendor is required to provide a Performance Bond in the amount of **5%** (dollar amount or percentage of the total bid price) as a guarantee of performance of all terms outlined under this contract. The amount/percentage should not be unreasonable in that it would prevent free and open competition. The Performance Bond provides the SFA recourse in the event that contractual obligations are not satisfactorily performed.
- B. In the event of the Vendor's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the Vendor and shall have the right to seek all sanctions and penalties as may be appropriate.
- C. The SFA shall notify DFN in the event of nonperformance by the Vendor.

17. Certifications

- A. The Vendor shall comply with the Buy American provision for contracts involving the purchase of food, Title 7, CFR part 210.21 (d). The Vendor shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. The Vendor shall certify the percentage of U.S. content in the products supplied to the SFA. The SFA reserves the right to review Vendor purchase records to ensure compliance with the Buy American provision.
- B. The Vendor shall comply with the following 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 113-1, and Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
- C. The Vendor shall sign (in **blue** ink) the Certification Regarding Debarment and Suspension, Appendix A, which is made a part of this contract. (Reference Title 2 CFR Part 180.) This certification assures the SFA that the Vendor 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 which is being taken to debar the vendor from contracting activities.

- D. The Vendor shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (Title 42 U.S.C. 7401-7671), and the Federal Water Pollution Control Act (Title 33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. Violations can be reported electronically at <https://www.epa.gov/enforcement/report-environmental-violations>.
- E. The Vendor shall sign (in blue ink) the Lobbying Certification, Appendix B, if applicable (contracts exceeding \$100,000). If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, Appendix B. If no lobbying activity occurred, the Vendor is still required to sign (in blue ink) the Disclosure of Lobbying Activities, Appendix B. (Reference Title 2 CFR Part 418.)
- F. The Vendor shall sign (in blue ink) the Certification of Independent Price Determination, Appendix C.

18. Insurance

- A. The Vendor is required to be insured adequately to support the terms of the contract. The Vendor shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the Commonwealth of Pennsylvania. A Certificate of Insurance of the Vendor's insurance coverage indicating these amounts must be submitted at the time of award.
- B. The Vendor shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/per person.
 - 1. General Liability – **\$1,000,000 per incident/ per person**
 - 2. Workman's Compensation – **\$1,000,000 per incident/per person**
 - 3. Vehicle Insurance – **\$1,000,000 per incident/per person**
- C. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

19. Summer Food Service Program (SFSP) (See letter F under 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)

- A. The SFA shall offer free meals to all eligible children participating in the SFSP. The Vendor shall submit a flat price per meal for the SFSP (Attachment SFSP1). The price per meal includes the preparation, record keeping, and delivery of meals. In accordance with Title 7 CFR §225.15, the SFA cannot contract out the management responsibilities of the SFSP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in Title 7 CFR Part 225. The SFA shall be responsible for determining eligibility for all SFSP sites. The SFA as a SFSP sponsor is responsible for conducting and documenting the required site visits of all sites for pre-approval and during operation of the program.
- B. The SFSP will operate from N/A to N/A.

20. Child and Adult Care Food Program (CACFP) (See letter F under 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)

The SFA shall offer meals to all eligible children and adults participating in the CACFP. The Vendor shall submit a flat price per meal for the CACFP (Attachment CACFP1). The price per meal includes the preparation, record keeping, and delivery of meals. In accordance with Title 7 CFR §226.15, the SFA cannot contract out the management responsibilities of the CACFP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in Title 7 CFR Part 226.

Certification Regarding Debarment and Suspension

This certification is required by the regulations implementing Executive Order 12549 and 12689, “Debarment and Suspension” (Title 2 CFR Parts 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.

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

Name of Vendor	Enter Vendor Name _____
Name of Authorized Representative	_____
Title of Authorized Representative	_____
Signature of Authorized Representative (in blue ink only)	_____
Date Signed	_____

CERTIFICATION REGARDING LOBBYING

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 of Lobbying Activities," 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of Vendor	Enter Vendor Name _____
Name of Authorized Representative	_____
Title of Authorized Representative	_____
Signature of Authorized Representative (in blue ink only)	_____
Date Signed	_____

DISCLOSURE OF LOBBYING ACTIVITIES

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

Applicable Not Applicable
 (This form must be signed regardless of Applicability)

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. bid/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 Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, 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. a. Name and Address of Lobbying Entity: (last name, first name, MI) <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)</div>		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
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: <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
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.	Signature: (in blue ink only) _____ Name: _____ Title: _____ Telephone: _____ Date: _____	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets, if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Independent Price Determination Certificate

Both the SFA and Vendor shall execute this Certificate of Independent Price Determination.

Folk Arts-Cultural Treasures Charter School

Enter Vendor Name

SFA

Vendor

(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 offeror 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 offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror 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 Vendor certifies that:

- (1) He or she is the person in the offeror's 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 offeror's 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 Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature (in blue ink only) of Vendor's Authorized Representative	Title	Date
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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 (in blue ink only) of SFA's Authorized Representative	Title	Date
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NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Sample Minimum Food Specifications

These are minimum specifications. The SFA is encouraged to provide more details that align with the 21-day menu.

Meat/Seafood

All meats, meat products, poultry, poultry products, and fish must be Government inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No. 1 or U.S. No. 2.
- Poultry shall be U.S. Government Grade A.
- Seafood to be top grade; frozen fish must be a nationally distributed brand, packed under continuous inspection of USDA.

Dairy Products

All dairy products must be Government inspected.

- Fresh eggs shall be USDA Grade A or equivalent, 100% candled.
- Frozen eggs must be USDA inspected.
- Milk shall be pasteurized Grade A.

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color – U.S. Grade A Fancy.
- Canned fruits and vegetables selected to requirements U.S. Grade A Choice or fancy (fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

Baked Products

- Bread, rolls, cookies, pies, cakes, and pudding either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable.

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards.