

Request for Proposals Vended Meal Services

**Clarksdale Collegiate Public Charter School
1012 W 2nd Street, Clarksdale, MS 38614**

**Bids Due: November 26, 2018 at 12:00
PM**



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Persons with disabilities that wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

USDA is an equal opportunity provider and employer.

Clarksdale Collegiate Public Charter School (SFA) is accepting proposals for Food Preparation and Meal Service Management for the 2018-19 school year from qualified Food Service Management Companies (FSMC) for its school in Clarksdale, MS, located at 1012 W 2nd Street, Clarksdale, MS 38614.

Proposals are due by **12:00 pm on November 26, 2018**. Proposals should be sealed, boxed, and labeled: FSMC PROPOSAL, with the appropriate date and time on label.

Clarksdale Collegiate Public Charter School is a charter school approved through the Mississippi Charter School Authorizer Board. Opened in July 2018 with 150 K-2 students, the school will add a grade each year to become a K-8 elementary school.

The Agreement to be negotiated with the successful FSMC will be for a fixed price bid.

All FSMC proposing must be aware of all current and pending state and federal regulations regarding school food service management. By submitting a proposal all FSMC acknowledge their compliance of all existing and proposed state and federal guidelines that may affect a FSMC.

One (1) labeled, signed ORIGINAL and two (2) copies of vendors' proposals shall be submitted to:
Clarksdale Collegiate Public Charter School
c/o Amanda Johnson
1012 W 2nd Street
Clarksdale, MS 38614

One (1) electronic copy of the proposal shall be sent to:
joe@schoolfoodsolutions.org

Enclosed are the requirements and specifications, along with Clarksdale Collegiate's evaluation process. Clarksdale Collegiate Public Charter School reserves the right to waive any and all guidelines herein and to reject any and all proposals if considered to be in the best interest of the School. Additionally, the SFA may conduct negotiations deemed necessary and appropriate. In accordance with 7 CFR 3017.300, SFA will check the Excluded Parties List System (EPLS), collect a certification or include a clause in the contract when determining debarment, suspension, ineligibility and voluntary exclusion.

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GENERAL INFORMATION

Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for breakfast, lunch and snack at Clarksdale Collegiate Public Charter School for school year 2018-19, with the option, by mutual agreement, for four one-year extensions.

Employees

Management: This is to be the responsibility of the FSMC. All FSMC’s are to provide a resume of their Director candidate

Site-Based staff: The FSMC will be providing staff on site to prepare meals, serve meals, receive deliveries and, maintain cleanliness of kitchen and serving area.

Procurement Method

The SFA is utilizing a request for proposal format, which will allow the SFA to enter into negotiation with the FSMC whom the SFA has selected after evaluation of the proposals. The SFA may request a site visit of selected FSMC current reference clients as listed in the proposal, if the SFA deems necessary to the evaluation process. Any such visitation will be scheduled through the FSMC. The SFA reserves the right to reject any and all proposals and to waive any irregularities in proposals and to make all decisions in the best interest of the SFA.

Proposal Evaluation Criteria

A committee using the following criteria with assigned weights as indicated will evaluate proposals. Each area of the evaluation should be addressed in the proposal.

Scoring Criteria

Points	Category	Description
10	Experience and References	Previous experience providing school breakfast and lunch with a minimum of three references
40	Service Capability Plan	How your organization will prepare food for Clarksdale Collegiate Public Charter School
5	Meal Ordering System	How Clarksdale Collegiate Public Charter School will place food orders
45	Cost	Cost and fee structure

Presentation

Presentations will not be required.

Proposal Submission and Award

Sealed proposals are to be submitted to the SFA. Proposal is to be submitted in a sealed box marked "FSMC Proposal." Send one (1) original and two copies of the proposal to the addresses listed above. The SFA reserves the right to reject any or all proposals, if deemed to be in the best interest of the SFA.

Award shall be made to the qualified and responsible FSMC whose proposal is deemed in the best interest of the School by the evaluation process. FSMC must fully inform themselves as to the conditions, requirements and specifications before submitting proposal.

Incurred Costs

The SFA is not liable for any cost incurred by the FSMC prior to the signing of a contract.

Contract Terms

This contract shall be for an approximate period of 6 months beginning on January 1, 2019 and ending June 30, 2019 with up to four one (1) year renewals with mutual agreement between the SFA and the FSMC.

The Food Service program shall meet all requirements of the National School Lunch and School Breakfast Programs of the United States Department of Agriculture, and the Mississippi Department of Education.

The SFA shall retain ultimate control over meal prices, and all appropriate elements of the food service program.

Terms of the actual agreement with the successful FSMC will be developed through negotiation to be consistent with the rights reserved by the SFA as described by USDA rules and regulations.

Pre-Proposal Meeting/Survey of School

A non-mandatory pre-proposal meeting will occur on **Friday, November 9, 2018**. All interested FSMC should arrive at Clarksdale Collegiate Public Charter School, 1012 W 2nd Street, Clarksdale, MS 38614 at **10:00 AM**, with a Q/A session to follow. Please address any questions to Joseph Neary (joe@schoolfoodsolutions.org) or (504) 952-3613.

RFP Timeline

Bid published, advertised and sent to vendors	November 2, 2018
Pre-proposal meeting	November 9, 2018 at 10:00AM
Questions due to SFA	November 14, 2018 at 5:00 PM
Answers to proposers' questions	November 15, 2018
Proposals Due	November 26, 2018 at 12:00 PM
Bid evaluation by scoring committee	November 26 – November 27, 2018
Award Notification	November 27, 2018
Contract Negotiation	November 27- November 29, 2018
Mississippi Department of Education Review	November 29 – December 6, 2018
Contract Begins	January 1, 2019

Clarksdale Collegiate Public Charter School reserves the right to issue any necessary addendum(s) to this RFP. Interested parties will be informed of any and all addenda via email.

Send all questions to: Joseph Neary at joe@schoolfoodsolutions.org

Bonding and Insurance Requirement:

Proposal Guarantee: FSMC shall submit with the proposal, a proposal guarantee in the amount of the One Hundred Thousand Dollars, \$100,000, which shall be in the form of a firm commitment such as a bid bond, proposal surety, certified check, cashier's check or irrevocable letter of credit. Proposal guarantees will be returned (a) to unsuccessful FSMC as soon as practicable after the opening of proposals; and (b) to the successful FSMC upon execution of such further contractual documents (i.e. insurance coverage) and bonds as required by the proposal.

As a condition of entry into a contract, the successful FSMC shall provide to the SFA a performance bond equaling One Hundred Thousand Dollars, \$100,000. This performance bond will guarantee the vendor's faithful performance throughout the life of the contract.

Insurance: FSMC must carry at minimum \$1,000,000 comprehensive general liability insurance, including contractual and product liability coverage. Worker's compensation as per state requirements will also be provided. Please provide certificates evidencing such coverage.

Meal Equivalents

For the purpose of making the meal count computation, the number of lunches/breakfasts served to children shall be determined by actual count. The FSMC and SFA shall determine Extra Food Sales meal equivalents by dividing the Extra Food Sales revenue by **\$3.31**. Extra Food Sales revenue shall include adult meals and Extra Food Sales to students and adults.

Objectives of the SFA

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program and upgrade objectives:

- To provide an appealing and nutritionally sound traditional lunch and Extra Food Sales programs for students as economically as possible.
- To promote nutritional awareness whenever the food service can interface with SFA programs.
- Ensure program participation by quality food and service to all schools, by better marketing techniques, and by a strong emphasis on public relations.
- Provide a management staff and structure that will ensure that the SFA school food program is one of consistent quality and of positive regard by students, staff and the public.
- Establish a formal structure to routinely and continuously gather input from students, staff and the public about food services.
- Establish and conduct staff training programs, which will ensure staff development, proper supervision and consistent quality control and safety both in production and service.
- Provide a financial reporting system that meets Federal, State, and SFA requirements.
- Identify equipment that the SFA would be required to purchase in order to store, heat/cook and provide food to students and provide pricing for such equipment.

Proposal Format

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must address the following:

Required Documents - includes:

1. List the name, address, email address, and telephone numbers of the person to be contacted regarding this RFP.
2. Proposal Bonding documents.
3. Proof of Insurance as required.
4. Bid Summary and Agreement page (schedule F)

Proposal Executive Summary

Highlight the major features of the proposal, (see evaluation criteria), and identify any supporting information pertinent to the proposal. In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Proposal Summary.

Company Experience and References (10 points)

Provide a brief description of your Company.

Please include reference name, address, contact name, and phone number for the following:

1. List at least three (3) references in the states of Mississippi, Louisiana and/or Tennessee where the FSMC is currently operating National School Foodservice Programs.
2. List all discontinued National School Foodservice Program contracts in the states of Mississippi and/or Southeastern Region for the past 5 years.

Meal Ordering System (5 points)

Describe your company’s platform that Clarksdale Collegiate will use to place their daily meal orders.

Nutrition: Menus, Nutrition Education & Nutrient Analysis (40 points)

Describe your company’s Nutrition Education programs, and a plan to incorporate this into the school’s plans.

Financial Plan Including Fee Structure (45 points)

Submit Schedule F – Food Service Bid Summary Page

Fixed-Price Bid – the FSMC will be paid at a fixed rate per lunch equivalent. The SFA must determine the existence of the proper pass-through value of the donated commodities; i.e., credits or reductions on the invoice in the month of utilization. The values are to be based on the values at the point the SFA receives the commodities from the Mississippi Department of Agriculture and Forestry and on USDA commodity prices pertinent to the time period and shall include both the basic commodities allocation as well as any bonus commodities.

Prices per Meal Equivalents for Sealed Bids

To be completed by the FSMC:

Fixed Price per Lunch Equivalent:	\$ _____
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Fixed Price per Breakfast Equivalent: \$ _____
Fixed Price per Snack Equivalent: \$ _____

The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI for Food Away from Home. The specific CPI used will be the CPI for All Urban consumers.

OTHER

FSMC is free to show other pertinent information.

FSMC should describe their Catering program. FSMC will provide Catering on a “price per meal” basis agreed to by the requesting party and FSMC. School groups may use “outside” caterers that prepare food within the kitchen facilities. In the event an outside caterer uses the facilities, it is understood that the equipment and cooking surfaces will be fully sanitized and returned to working order, ready for school food service.

STANDARD TERMS AND CONDITIONS

As per USDA and MISSISSIPPI Child Nutrition Program Regulations

The SFA must check only the program(s) to operate. The programs listed here should agree with those listed in Attachment J. If a program is added later (i.e., a breakfast program), the appropriate procurement procedures must be followed.

- | | |
|---|---------------------|
| X National School Lunch Program (NSLP) | X Extra Sales |
| X School Breakfast Program (SBP) | X Adult Meals |
| X After School Snack Program (ASSP-NSLP) | X Catering |
| X Summer Food Service Program | Contract Meals |
| X Fresh Fruit and Vegetable Program | Vending/Concessions |
| X Child and Adult Care Food Program (CACFP) | |

SCOPE AND PURPOSE

- A. The Food Service Management Company ("FSMC") shall operate in conformance with the School Food Authority's ("SFA") Agreement with the USDA, and the Mississippi Department of Education.
- B. The FSMC, as an agent of the SFA, shall have the exclusive right to operate the National School Lunch Program ("NSLP"), and/or School Breakfast Program ("SBP"), and/or Special Milk Program ("SMP") and/or the Summer Food Service Program ("SFSP"), and/or Child and Adult Care Food Program ("CACFP") at the site(s) specified by the SFA.
- C. The FSMC shall be an agent of the SFA and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- D. The food service provided shall be operated and maintained as a benefit to the SFA students, faculty and staff.
- E. All income accruing as a result of payments by children and adults, federal reimbursement, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA food service account. The SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under 7 CFR 210.16 and OMB Circular A-102, Attachment O, Section 12.

- F. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the United States Department of Agriculture ("USDA"), and the Mississippi Department of Education regarding the Child Nutrition Programs.
- G. The SFA shall retain control of the Child Nutrition Programs food service account and overall financial responsibility for the Child Nutrition Programs.
- H. The SFA shall establish all selling prices for reimbursable and non-reimbursable meals/milk and Extra Food Sales prices. Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.
- I. The FSMC shall provide additional food service, such as banquets, parties, and refreshments for meetings, etc, as requested by the SFA. The SFA or requesting organization will be billed for the actual cost of food, supplies, and labor; and the FSMC overhead and administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions.
- J. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA food service with classroom instruction.
- K. The FSMC shall comply with the rules and regulations of the USDA, and any additions or amendments thereto.
- L. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the Food and Consumer Services, USDA. Such statement shall in the case of a student with a disability, be signed by a medical doctor or in the case of a non-disabled student, be signed by a recognized medical authority. There will be no additional charge to the student for such substitutions.

SIGNATURE AUTHORITY

- A. The SFA shall retain signature authority for the application/agreement, to participate in the NSLP and/or SBP and/or SMP and/or CACFP and/or SFSP.
- B. The SFA shall retain signature authority for the Monthly Claim for reimbursement.

FREE AND REDUCED PRICE MEALS POLICY

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price/CEP meal eligibility roster.
- B. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the Child Nutrition Program, as required under 7 CFR Part 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and / CEP price eligible students and ensure the confidentiality of each student's eligibility at each school site under 7 CFR Part 245.8.
- C. The SFA shall be responsible for requesting a direct certification list, if applicable, for use to determine eligibility for free/reduced meals without obtaining an application from the parent/guardian.
- D. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and free milk and will not disclose confidential information to the FSMC that is not needed for meal counts from free and reduced price meal applications and/or the direct certification list, if used, as required under 7 CFR 210.16(a). The SFA will provide the FSMC with a list of children and their category of eligibility. This list must be updated when changes occur in a student's eligibility status. The SFA shall be responsible to conduct any hearings related to determinations regarding eligibility for free and reduced-price meals and free milk.
- E. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations.
- F. The SFA shall be responsible for determining eligibility of all SFSP sites.

USDA DONATED FOODS

- A. Any USDA donated foods received by the SFA and made available to the FSMC must accrue solely to the benefit of the SFA nonprofit school food service and summer foodservice programs and shall be fully utilized therein.
- B. The FSMC will provide the SFA a monthly invoice credit for the value of USDA donated foods.
- C. The SFA shall retain title to all USDA donated foods, as per USDA regulations.
- D. The FSMC is prohibited from entering into any processing contracts utilizing USDA donated foods on behalf of the SFA.
- E. The FSMC shall accept liability for any negligence on its part that results in any loss of,

improper use of, or damage to, USDA donated foods.

- F. The SFA shall select, accept and use USDA donated food in as large quantities as may be efficiently utilized in the SFA nonprofit food service, subject to approval of the SFA.
- G. The FSMC shall account for all USDA donated foods separately from purchased foods. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of USDA donated foods.
- H. FSMC will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service.
- I. FSMC will use all other donated foods or will use commercially purchased foods of the same generic identity, of US origin, and of equal or better quality than the donated foods, in the recipient agency's food service.
- J. If FSMC procures end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR 250.
- K. The FSMC shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA.
- L. Distributing agencies, subdistributing agencies or recipient agencies, the Comptroller General, the Department of Agriculture, or their duly authorized representatives may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated food.
- M. Extensions or renewals of any contract resulting from the RFP are contingent upon the fulfillment of all contract provisions related to donated food.

HEALTH CERTIFICATIONS

- A. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all local regulations are being met by the FSMC if preparing or serving meals at any SFA facility.
- B. The FSMC shall maintain for the duration of the contract state and/or local health certifications for any facility outside the SFA, if approved by the SFA, in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16(c).

MEALS

- A. The FSMC shall serve reimbursable meal pattern lunches pursuant to the National

Food and Nutrition Program. For purposes of this proposal, lunch and breakfast prices will be provided in the Financial Plan format to be used by FSMC.

- B. The FSMC shall serve meals on such days and at such times as requested by the SFA.
- C. The SFA shall retain control of the quality, extent, and general nature of the food service.
- D. The FSMC shall offer free, reduced-price, and paid reimbursable meals to all eligible children participating in the SBP and/or NSLP. The FSMC shall offer free meals to all eligible children participating in the SFSP.
- E. In order for the FSMC to offer Extra Food Sales food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children.
- F. The FSMC shall serve reimbursable lunches pursuant to the NSLP and Mississippi Child Nutrition Program.
- G. The FSMC shall serve reimbursable breakfasts pursuant to the SBP.
- H. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- I. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- J. No payment will be made to the FSMC 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.

BOOKS, RECORDS, & INCOME

- A. FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the fifth (5th) calendar day succeeding the month in which services were rendered.
- B. The FSMC shall assume accountability and responsibility for:
 - Profit and Loss Statements
 - Annual Budgeting
 - Cost and Inventory Controls
 - Preparation of records for annual audit by SFA
- C. The FSMC shall request, receive and verify for payment all supplies used in conjunction with the food service program.

- D. The SFA shall, at its own expense, conduct an internal audit of food, labor and other large expense items quarterly as well as performing random audits on smaller expense categories.
- E. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA single audit. The SFA will conduct the single audit at its own expense.
- F. Books and records of the FSMC pertaining to the Child Nutrition Program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including extensions) to which they pertain, for inspection and audit by the SFA and/or any state or federal representatives and auditors.
- G. If audit findings regarding the FSMC records have not been resolved within the three year record retention period, the records must be retained beyond the three (3) year period, for as long as required for the resolution of the issues raised by the audit.
- H. The FSMC shall not remove federally required records from SFA premises upon contract termination.

EMPLOYEES

- A. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management and non-management staff. FSMC employee must pass drug screening and background checks that are acceptable to the SFA.
- B. The FSMC shall provide Workers' Compensation coverage for its employees.
- C. The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to use of the SFA premises as established by the SFA and which are furnished in writing to the FSMC.
- D. The FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by the SFA.
- E. The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance and worker's compensation and shall be solely responsible for any losses incurred by the SFA, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. All food service employees shall comply

with all rules of the SFA.

- F. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner which is detrimental to the well-being of the students. Such removal cannot contravene any Federal, State, or local employment laws.
- G. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- H. All FSMC personnel assigned to each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

MONITORING

- A. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations.
- B. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract, and must be made available to the Auditor General, the USDA, and the SFA upon request for the purpose of auditing, examination and review.

USE OF ADVISORY GROUP/MENUS

- A. The FSMC shall participate in the formation and establishment and periodic meetings of the SFA advisory board comprised of students, teachers, and parents to assist in menu planning.
- B. The FSMC must comply with the twenty-one (21) day menu shown in their proposal. Any changes made by the FSMC after the first twenty-one (21) day menu for the NSLP and/or SBP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two (2) weeks prior to service.

USE OF FACILITIES, INVENTORY, REPAIRS, EQUIPMENT & STORAGE

- A. The SFA will make available without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA may request of the FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages provided such use does not interfere with the operation of the Child Nutrition Programs.

- C. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including but not limited to, silverware, trays, chinaware, glassware and kitchen utensils.
- D. The FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.
- E. The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
- F. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state or local laws, ordinances, rules and regulations.
- G. SFA shall be responsible for any losses including USDA donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- H. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- I. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- J. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on SFA premises.
- K. The SFA shall have access, with or without notice, to all of the SFA facilities used by the FSMC for purposes of inspection and audit.
- L. The FSMC shall not use the SFA facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- M. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment & commodities owned by the SFA.
- N. The SFA will provide a physical inventory of supplies and equipment available for use by the FSMC.
- O. The FSMC shall surrender to the SFA upon termination of the contract all equipment and furnishings in good repair and condition.

- P. The FSMC shall replace expendable equipment up to the agreed budgeted amount between the District and the FSMC.
- Q. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- R. The FSMC shall recommend to the SFA the purchase of new or replacement equipment as needed.
- S. The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, rules and regulations of Federal, and local authorities.
- T. Repairs-SFA:
- Maintenance of equipment in need of repair.
 - Maintaining the facilities in a good state of repair and free from vermin.
 - The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered food equipment.
- U. Repairs – FSMC
- The FSMC will coordinate the repair or replacement of any equipment not functioning properly with the designated District personnel that has repair responsibility.

PURCHASES

- A. The SFA shall purchase all food and non-food commodities at the lowest price possible consistent with maintaining quality standards.
- B. The SFA shall receive any discounts or rebates for purchases made on their behalf.
- C. Purchase Specifications-The SFA shall be responsible for purchasing standards and specifications to bring about the best quality and price for the SFA food service program. The grade, purchase unit, style, weight, ingredients, formulations, etc., as agreed by the SFA shall be compiled with by the FSMC. The minimum procurement specifications are listed on Schedule B.
- D. This contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.

SANITATION

- A. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The SFA shall clean ducts and hoods above the filter line. The SFA shall provide extermination services as needed.
- D. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.
- E. The FSMC shall maintain safety programs for employees as required.
- F. The FSMC will provide sanitation standards covering housekeeping, preparation, storage, employees and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.

LICENSES, FEES & TAXES

- A. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.
- D. The SFA shall obtain and post all applicable health permits for its facilities.

NON-DISCRIMINATION

- A. Both the SFA and the FSMC agree that no child who participates in the NSLP, SBP, SMP, or SFSP will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

EMERGENCY CLOSING

- A. The SFA shall notify the FSMC of any interruption in utilities that it has knowledge.
- B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the

closing of school(s) due to emergency situations.

NON-PERFORMANCE BY FSMC

- A. In the event of the FSMC 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 FSMC and shall have the right to seek all sanctions and penalties as may be appropriate in accordance with 7 CFR 210.21(d).
- B. The FSMC shall pay the SFA the full amount of any meal over-claims which are attributable to the FSMC negligence, including those over-claims based on review or audit findings which occurred during the effective dates of original and renewal contracts.

CERTIFICATIONS

- A. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- B. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C §§ 327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in any work week.
- C. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
- D. The FSMC 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; CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6,

BUY AMERICAN PROVISION

The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, 7 CFR, Part 250.

MISCELLANEOUS

- A. This contract shall be construed under the laws of the State of Mississippi. Any action or proceeding arising out of this contract shall be heard in the appropriate court.
- B. The FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract.
- C. No provision of this contract shall be assigned without prior written consent of the Mississippi Department of Education – Office of Child Nutrition.
- D. 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.
- E. 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 the contract and proposal specifications.
- F. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- G. Either party upon sixty (60) days written notice without cause may terminate the agreement. Also, the agreement may be terminated upon thirty (30) days written notice by either party for cause. Notice shall be deemed complete when given to the management of the local office of the contracted vendor or the local management of the SFA.

BASIC FSMC REQUIREMENTS

- A. The intent of this request for proposal is to provide food services to the SFA and to cooperatively plan and implement a high-quality food services program. The following conditions must be met at a minimum and addressed in proposals:
 - I. The FSMC must be of sufficient size and expertise to furnish the resources needed to aid the SFA in managing a food services operation.
 - II. The FSMC must be licensed to do business in the State of Mississippi.
 - III. The FSMC must have been doing business for five consecutive years or more with schools.
 - IV. Any interested company must be willing to provide a performance bond for the amount of \$15,000 should it be awarded. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the proposal.
 - V. Annual reports of financial statements certified by a licensed public accountant for the past three consecutive years must be included with the

proposal.

- VI. The FSMC must have extensive involvement and experience in the school food services field in the areas of: designing facilities, selecting and procuring food service equipment, nutrition, menu planning, on-site production, quality control, employee supervision, staff management training, employee motivation, marketing, and public relations. The development of model programs in these areas will be advantageous.
- VII. All proposals shall be valid and may not be withdrawn for sixty (60) days.

NUTRITION EDUCATION

The FSMC shall promote the nutritional education aspects of the SFA food service program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction.

INSURANCE

The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Mississippi. A certificate of insurance indicating these amounts must be submitted at the time of award.

Comprehensive General Liability - includes coverage for:

- Premises-Operations
- Products/Completed Operations
- Contractual Insurance
- Broad Form Property Damage
- Independent Contractors
- Personal Injury
- \$1,000,000 Combined Single Limit

Automobile Liability

- \$1,000,000 Combined Single Limit

Worker's Compensation and Employer's Liability

- Worker's Compensation - Statutory
- Employer's Liability - \$1,000,000

The SFA shall be named an additional insured on all required insurance policies.

The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect. A Certificate of Insurance of the FSMC insurance coverage shall be furnished to the SFA at the time of award.

**SCHEDULE A
COST RESPONSIBILITY
MATRIX**

The following are to be charged to the SFA Food Service program. This checklist indicates responsibility for direct payment/purchase of each category.

Food	FSMC	SFA
Food Purchasing		X
Processing of Invoices		X
Payment of Invoice		X
USDA Administrative Charges (charged to Food Service)		X
USDA Processing Charges (charged to Food Service)	X	
USDA Delivery Charges (charged to Food Service)		X
 Labor	 FSMC	 SFA
Payment of Hourly Regular full-time Wages	X	
Payroll Taxes of Hourly Employees	X	
Fringe Benefits and Insurance of Hourly Employee	X	
Preparation of Hourly Employees Payroll	X	
Processing of Hourly Employees Payroll	X	
Workers' Compensation for Hourly Employees	X	
 Additional Items	 FSMC	 SFA
China/Silver/Glassware - Original Purchase to Inventory Level Required for Operation	X	X
China/Silver/Glassware - Replacement During Operation	X	
Telephone – Local		X
Telephone - Long Distance		X
Removal of Trash and Garbage from Kitchen	X	
Removal of Trash and Garbage from Premises		X
Replacement of Expendable Equipment (Pots, Pans, etc.)		X
Replacement of Non-Expendable Equipment		X
Products and Public Liability Insurance	X	
Cost of Repairing Equipment		X
Provide Vehicle and Operating Expenses for Satellite service	X	
Uniforms	X	
Printing	X	
Travel (FSMC) - Required as Requested	X	
Travel (SFA)		X

Schedule A (cont.)

Supplies	FSMC	SFA
Detergent		X
Other Cleaning Supplies		X
Menu Paper and Printing	X	
Paper Supplies	X	
Postage	X	X
Taxes/Licenses (as per local governance)		X
Pest Control		X
Utilities		X

Cleaning	FSMC	SFA
Ceiling, Light Fixtures and Fans		X
Dishwashing	X	
Equipment	X	
Hoods (above the filter line)		X
Floors		X
Rest Rooms		X
Vent from Hoods to Outside		X
Walls	X	
Kitchen/Serving Area	X	
Cafeteria/Dining Area		X
Cafeteria table tops		X

SCHEDULE B
PROCUREMENT SPECIFICATIONS

Minimum Food Specifications

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 the USDA.

Dairy Products: All dairy products must be Government inspected.

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

**SERVING TIMES
SCHEDULE C**

School	Enrollment (approximate)	Serving Times (Approximate)
Clarksdale Collegiate Public Charter School	150	Breakfast: 7:20 AM Lunch: 11:00 AM – 12:30 PM Snack: 1:00 PM – 3:00 PM

Projected Enrollment
SCHEDULE D

Clarksdale Collegiate	2018-19	2019-20	2020-21	2021-22	2022-23
Kindergarten	50	75	75	75	75
1 st Grade	50	75	75	75	75
2 nd Grade	50	50	75	75	75
3 rd Grade		50	50	75	75
4 th Grade			50	50	75
5 th Grade				50	50
6 th Grade					50
Total	150	250	325	400	475

SCHEDULE E

Labor Worksheet – to be completed by Food Service Management Company

Site or School	Employee	Job Title	Hourly Rate (\$)	Daily Hours	Number of Days Paid	Annual Total Wage

SCHEDULE F
BID SUMMARY AND AGREEMENT PAGE

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning July 1, 2018, and ending June 30, 2019, and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the Contract between the bidder and the school food authority (SFA).

The bidder / offeror certifies that all terms and conditions within the Bid Solicitation shall be considered a part of the contract as of incorporated therein. This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods. The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/Contract.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED

	UNITS ¹	RATE ²	TOTAL ³
Reimbursable Lunch	20,700		
Reimbursable Breakfasts	23,460		
Reimbursable After School Snacks	26,220		
Reimbursable Summer Breakfasts			
Reimbursable Summer Lunches/Suppers (equal to reimbursable lunch)			
Reimbursable Summer Snacks			
Reimbursable CACFP Snack			
Reimbursable CACFP Supper (equal to reimbursable lunch)			
Estimated Extra Sale Revenue ÷ Total Lunch Equivalent Rate			
TOTAL ESTIMATED AMOUNT OF BID ⁴	70,380		

¹ To be completed by SFA

² All rates to be completed by bidder

³ To be completed by bidder - all totals must be carried out to the second decimal place and must not be rounded

Name of the Bidder: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

By submission of this bid, the bidder certifies that in the event the bidder receives an award under this solicitation the bidder shall operate in accordance with all current applicable state and federal regulations.

Date: _____ Signature of Bidder's Authorized Representative: _____
 Title: _____

ACCEPTANCE OF THE CONTRACT:

Name of School Food Authority: _____

Signature of SFA's Authorized Representative: _____

Title: _____

Schedule G TRAINING REQUIREMENTS

Training is a vital component in achieving the efficient operation of the National School Lunch Program (NSLP) and the Child and Adult Care Food Program (CACFP) in all day care facilities, shelters and/or schools. Each Institution **is responsible** for providing training to its facility staff on all program operations. New staff members should also be trained prior to beginning program activities.

How often must training be conducted?

- **At least Three (3) times** each program year.
- The first training, should be conducted PRIOR to the start of school.
- The next session, during the first four (4) weeks of program operations.
- The next session, prior to the end of the Program Year and any additional sessions as needed.

What topics are recommended for training?

- Record-keeping requirements at 1st training to emphasize program regulations,
- NSLP/CACFP Meal Pattern/Portion-size Requirements,
- Maintenance of Accurate Meal Counts,
- The Reimbursement Process and Claim Submission,
- Recipe Ideas, Use of the *Food Buying Guide*,
- Refrigeration and Storage, Sanitation and/or Food and Kitchen Safety,
- Civil Rights Compliance (including training for protected bases based on color, national origin, age, disability, sex, race and reprisal for prior civil rights activities), and
- Any other topics important to the food service operations and NSLP/CACFP program activities.

What staff members should be trained?

- Administrator (All phases of program operations and record-keeping), and
- Any persons responsible for CACFP records, for example,
 - Cook and/or cook assistance (Food production records)
 - Teacher (Meal Count/ Attendance Records)
 - Clerical (Reimbursement process and claim submission)

How is training to be documented?

- **Written documentation**, using the suggested format, **must be maintained** on file,
- Method of evaluation, such as, pre-/post tests, sample exercises or Q & A
- Each participant must sign his/her own name
- Outline or Agenda and handouts

Schedule G continued
NSLP, SBP and CACFP Training Certification Statement

Date: _____

Person Conducting: _____

Location: _____

Topic: _____

Summary: _____

Sign In:

Schedule H

BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA

Name _____

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. “Domestic” is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all food products bid by the company that do not meet the definition of “domestic”. This document must be included as a part of the bid. This document is provided in Microsoft Word format so the vendor may add additional food items.

VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)	
_____	1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.
_____	2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
	This product includes _____% U.S. Content. The product is grown in _____. _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR _____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: \$_____/_____ Price of Domestic or U.S. Grown Product Per Unit \$_____/_____ Price of Domestic or U.S. Grown Product Per Unit
	This product includes _____% U.S. Content. The product is grown in _____

	<p>_____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p>
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
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	<p>product.</p> <p>List prices and unit pack size below for item to be considered: \$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p>
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	<p>List prices and unit pack size below for item to be considered: \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit \$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p>
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Company Name: _____

Signature: _____ Title: _____
 Date: _____

RETURN WITH YOUR BID

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above and will notify the vendor of the award.