

Child Nutrition Programs

Catering Contract Request for Proposal (RFP)

School Food Authority (SFA) Name: ACCLAIM Charter School

Solicitation/RFP Number: 2018-01

Solicitation Release Date: June 8th, 2018

Pre-Offer Conference Date: June 14th, 2018

Pre-Offer Conference Time: 10:00 AM

Pre-Offer Conference Location: 7624 West Indian School Road Phoenix, AZ 85033-3009

Solicitation Due Date: June 27th, 2018

Solicitation Due Time: 3:00 PM

Submittal Location: 7624 West Indian School Road Phoenix, AZ 85033-3009

Offer Opening Date: June 27th, 2018

Offer Opening Time: 3:15 PM

Offer Opening Location: 7624 West Indian School Road Phoenix, AZ 85033-3009

Description of Procurement:

Competitive sealed proposals for the materials or services specified will be received by ACCLAIM Charter School dba, ACCLAIM Academy at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Offers must be in the actual possession of ACCLAIM Charter School on or prior to the time and date, and at the submittal location indicated above. **Late offers will not be considered.**

Offers must be submitted in a sealed envelope or package with the Solicitation/RFP Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer listed below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

SFA Procurement Officer/Contact: Jose Martinez

Procurement Officer/Contact Phone Number: 623-628-5054

Procurement Officer/Contact E-Mail Address: jmartinez@acclaimacademy.org

**Offer and Award Form
Solicitation/RFP Number 2018-01**

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

Acknowledgement of Amendment(s):
*(Offeror acknowledges receipt of amend-
ment(s) to the Solicitation for Offers and
related documents numbered and dated*

Amendment Number/Date

Amendment Number/Date

ACCEPTANCE OF OFFER AND AWARD

Solicitation/RFP Number: 2018-01

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the SFA.

This Contract shall henceforth be referred to as Contract Number _____.

Signature

Date

SFA Name: ACCLAIM Charter School dba, ACCLAIM Academy

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Section 1

Scope of Work

BACKGROUND

ACCLAIM Charter School hereby referred to as a school food authority (SFA), seeks to contract with a Caterer to prepare specified meals under the: **National School Lunch Program (NSLP), And School Breakfast Program (SBP).**

The SFA is a **public/charter** school with **one (1)** site and approximately 350 students in grades **K-8** It serves approximate 300 meals daily with a free & reduced percentage of **94%** and requires a comprehensive food service program for the upcoming school year. The Caterer must follow the United States Department of Agriculture (USDA) regulations regarding contracting for the Child Nutrition Programs.

This Request for Proposal (RFP) is intended to provide a basis for selection of a Caterer. The selected Caterer shall be responsible for the delivery of meals **INCLUSIVE** of milk and bring meals that comply with the requirements of the programs listed in the Background Section of this Agreement.

The meals will be delivered in **UNITIZED/BULK** form. The Caterer shall transport the meals to the site location(s) listed in Exhibit A on the listed day(s) and times(s). The SFA **WILL** need a server (s)

In submitting a proposal, the Caterer agrees that it shall perform the work described in their RFP proposal and Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency. By reading and accepting this pre-qualification outline, the interested Caterer acknowledges that the SFA has no obligation to contract, unless, in its sole opinion, it is in its best interest to do so.

A. The SFA must adhere to the Code of Federal Regulations (CFR) in the oversight of the food service program.

(1) The SFA shall adhere to the procurement standards specified in 7CFR§210.21 when contracting with a Caterer. 7CFR§210.16(a)(1) and 2CFR§200.319

(2) The SFA shall ensure that the food service operation is in conformance with the SFA's agreement under the program. 7CFR§210.16(a)(2)

(3) The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the food service operation, as well as, the prices charged to the children for meals. 7CFR§210.16(a)(4)

(4) The SFA shall retain signature authority on the State Agency Food Program Permanent Service Agreement, free and reduced policy statement, and claims. 7CFR§210.16(a)(5), 210.21(b)

(5) The SFA shall retain control of the quality, extent, and general nature of the food service, including counting and claiming meals, and ordering and accounting for USDA Foods/DoD Fresh. 7CFR§210.16(a)(5), §210.21(b)

(6) The SFA shall monitor all meals to ensure the food service is in conformance with program regulations. 7CFR§210.16(a)(8)

(7) The SFA shall maintain responsibility for the application process for all free and reduced-price meals, and shall establish and notify parents and guardians of program criteria for eligible students. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by USDA regulations. The SFA will ensure that no child is discriminated against on the basis of race, color, national origin, age, sex or disability. Both the SFA and the Caterer shall be responsible for protecting the anonymity of students receiving free or reduced-price meals. 7CFR§245.6

(8) The SFA shall obtain written approval of invitations for bids and requests for proposals before their issuance. The SFA must incorporate all Arizona Department of Education (ADE) required changes to its solicitation documents before issuing those documents. 7CFR§210.16(a)(9)

(9) The SFA shall ensure that ADE has reviewed and approved the contract terms and that the SFA has incorporated all ADE required changes into the contract or amendment before any contract or amendment is executed. Any changes made by the SFA to the prototype contract must be approved in writing by ADE before the contract is executed. When requested, the SFA must submit all procurement documents, by the due date set by ADE. 7CFR§210.16(a)(10)

B. The SFA will maintain a written code of standards of conduct that prohibits real or apparent conflict of interest and disciplinary actions that are to be applied for violations of such standards. 2CFR§200.318(c)(1)

C. The SFA will maintain written procurement procedures that ensure full and open competition exists to the maximum extent possible. 2CFR§200.319

METHOD OF APPROACH AND IMPLEMENTATION PLAN

1. Food Purchase Specifications

The Caterer shall purchase all food and non-food at the lowest price possible consistent with maintaining quality standards and service. The Caterer shall be responsible for purchasing standards and specifications to bring about the best quality and price for the SFA’s food service program. Specifications shall cover items such a grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. The Caterer must submit a plan on how the caterer will purchase food to keep costs low and quality high. 7CFR§210.16(c)(3)

Beef	USDA inspected	Fresh fruits	US Fancy
Poultry	USDA inspected	Canned fruits	US Fancy
Variety meats	High quality	Canned vegetables	US Fancy
Dairy products	Grade A	Frozen fruits	High quality
Eggs	Fresh Grade A	All other items	High quality
Fish	Government Inspected		

2. Buy American Provision

A. The Caterer will purchase, to the maximum extent practicable, domestic commodities or products for Program meals in accordance with 7CFR§210.21(d) and 7CFR§220.16(d).

B. A “domestic commodity or product” is defined as one that is either produced in the U.S. and its territories or is processed in the U.S. and its territories substantially using agricultural commodities that are produced in the U.S. and its territories. 7CFR§210.21(d).

C. The SFA and the Caterer shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities.

D. This provision applies to all food purchases paid from the nonprofit school food service account.

E. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.

(1) Exceptions include:

- (a)The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, or
- (b)Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

(2) To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of two (2) days in advance of delivery. The request must include the:

- (a)Alternative substitute(s) that are domestic and meet the required specifications:
 - (i)Price of the domestic food alternative substitute(s); and
 - (ii)Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(b)Reason for exception: limited/lack of availability or price (include price):

- (i)Price of the domestic food product; and
- (ii)Price of the non-domestic product that meets the required specification of the domestic product.

(3) Buy American exceptions should be kept on file for review.

3. Menu Plan

A. The SFA participates in the programs listed in the Background Section of this Agreement and surplus USDA Foods are available for use in the selected program(s), and it is the intent of the SFA that such items will be included in menus to the greatest extent possible.

B. The caterer shall include a copy of a 21-day cycle menu developed in accordance with the meal pattern requirements specified in 7CFR§210.16(b). This menu will be used as a basis for projecting costs. The Caterer must adhere to the

Caterer developed menu for the first 21 days of meal service. The menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Changes thereafter may be made with the approval of the SFA. 7CFR§210.16(b)(1) ***Complete Attachments 6.3.***

- C. The Caterer shall provide reimbursable meals which meet the nutrition standards stated in section 201 of the Healthy, Hunger-Free Kids Act of 2010 (Pub. L. 111-296, HHFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b). Refer to Exhibits B - F for meal pattern requirements.
- D. The Caterer must select a cooking method to produce healthy food which meets the standards of the Child Nutrition Program.
- E. The Caterer shall ensure compliance with a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance for developing a process approach to HACCP. Public Law 108-265. The Caterer will ensure compliance with site-specific written food safety plans based on HACCP.
- F. The SFA shall be responsible for cleaning the eating areas daily.

Section 2 Special Terms and Conditions

1. Definition of Terms.

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "ADE" means the Arizona Department of Education.
- B. "ASCS" means After School Care Snack.
- C. "CACFP" means Child and Adult Care Food Programs.
- D. "CN" means Child Nutrition.
- E. "Contractor" means any person who has a contract with the SFA.
- F. "Caterer" means a company that will provide offsite food preparation and the delivery of meals to the SFA.
- G. "NSLP" means National School Lunch Program.
- H. "Procurement Officer" means the person (or their designee) duly authorized by the SFA to enter into and administer contracts, direct contract changes and make written determinations with respect to this Contract.
- I. "SBP" means School Breakfast Program.
- J. "SFA" means School Food Authority.
- K. "Solicitation" means an Invitation for Bid (IFB), a Request for Proposal (RFP), or a Request for Quotation (RFQ).
- L. "SFSP" means Summer Food Service Program (Simplified).
- M. "Sponsor" means the same as "Arizona Schools", but also includes non-profit ownership's participating in the educational system of the State, public or non-profit residential childcare institution (RCCI) which operates principally for the care of children.
- N. "USDA" means United States Department of Agriculture.

Contract:

2. Contract Term. The term of this contract shall commence on the date the SFA signs the Offer and Award Form, signifying the SFA's acceptance of the Caterer's proposal, but no earlier than **July 1, 2018**. The contract shall remain in effect for a term of twelve (12) months, unless terminated, canceled, or extended as otherwise provided herein, but will run no later than **June 30, 2019**. 7CFR§210.16(d)

3. Contract Option. 7CFR§210.16(d)

- A. The contract must be one (1) year with the option to have four (4) additional one-year extensions.
- B. The total duration of this contract, including the exercise of any options under this provision, shall not exceed five (5) years.

4. Contract Termination.

- A. The contract may be terminated for cause and for convenience by the SFA. Appendix II to 2CFR§200(B)
- B. Either party may cancel for cause with 30-day notification.
- C. The SFA may cancel the contract under the Arizona Revised Statutes 38-511 (Cancellation for conflict of interest www.azleg.state.az.us/ars/38/00511.htm) for a violation of that statute. This notice complies with the requirements of that statute.

5. Subcontracting. Caterer shall not subcontract any portion of this Contract.

Financial:

6. Availability of Funds. Every payment obligation of the SFA under this Contract shall be contingent upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment/Invoices.

A. No payment shall be made for meals that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this contract. No deduction in payment shall be made by the SFA unless the SFA notifies the Caterer in writing within forty-eight (48) hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction. 7CFR§210.16(c)(3)

B. The Caterer shall present to the SFA an invoice accompanied by reports no later than the 5th day of each month which itemizes the previous month's delivery (no more than 30 days). The caterer agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this contract. In cases of nonperformance or noncompliance on the part of the Caterer, the Caterer shall pay the SFA for any excess costs the SFA incurs by obtaining meals from another source.

D. The SFA shall pay the Caterer by the 15th day of each month the full amount as presented on the monthly itemized invoice (no more than 30 days). The SFA shall notify the Caterer within forty-eight (48) hours of receipt of any discrepancy in the invoice. The SFA shall pay the Caterer for all meals delivered in accordance with the contract. **Neither ADE nor USDA shall assume any liability for payment of the difference between the number of meals prepared and delivered by the Caterer and the number of meals served by the SFA that are eligible for reimbursement. In addition, neither ADE nor USDA shall be responsible for resolving issues of partial or non-payment per the terms of this contract.**

8. Pricing Adjustments.

A. Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal.

B. The SFA shall retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals. 7CFR§210.16(a)(4)

C. The Procurement Officer may review a fully documented request for a price increase only after the contract has been in effect for one year. Any requested increase(s) shall be based on a cost increase to the Caterer that was clearly unpredictable at the time of the Offer and is directly correlated to the price of the services contractually covered. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process.

D. All written requests for price adjustments made by the caterer shall be initiated at least 90 calendar days in advance of any desired price increase. The 90 calendar days advance notice is required to allow the Procurement Officer sufficient time to make a fair and equitable determination to any such request. The Procurement Officer shall determine whether the requested price increase or an alternate option is in the best interest of the SFA.

9. Taxes. The Caterer shall pay its employees directly and shall withhold and pay all applicable federal and state employment taxes and payroll insurance with respect to its employees, including an applicable income, social security, Medicare and employment taxes, and workman's compensation costs.

Program:

10. Administrative Review (AR). The Caterer shall meet all Administrative Review (AR) requirements. The Administrative Review (AR) is a comprehensive evaluation of school meals programs by the Arizona Department of Education (ADE) of SFAs participating in the NSLP and SBP, and includes both Critical and General Areas of Review to assess compliance with regulations and policies applicable to these programs. The Caterer shall provide accurate Administrative Review (AR) information to the SFA and the ADE and ensure that the meal pattern is executed per the regulations.

11. Compliance with Program Regulations. Caterer shall conduct program operations in accordance with 7CFR Parts 210, 220, 225, and 250.

12. HACCP. The Caterer shall provide the Sponsor, upon request, evidence of daily worksheets that detail Hazard Analysis and Critical Control Point (HACCP) compliance from receipt to delivery of the finished product. 7CFR§210.13(c)

13. Location of Records. The books and records of the Caterer pertaining to operations under this contract shall be available to the SFA at any reasonable time. These records are subject to inspection or audit by representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The Caterer shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S 35-214). 7CFR§210.16(c)(1)

14. Meal Accommodations.

A. The SFA is required, based on Federal law and USDA regulations, to make reasonable modifications to accommodate children with disabilities. Modifications would include providing special meals, at no extra charge, to children with a disability when the disability restricts the child's diet. Modification requests shall be supported by a written statement from a State licensed healthcare professional. USDA Memo SP 59-2016

B. The SFA and the Caterer shall work together to implement procedures for parents or guardians to request modifications to meal service for children with disabilities and to resolve grievances. 7CFR§15b.25 and 7CFR§15b.6(b)

15. Meal Delivery.

A. The Caterer's meal delivery vehicle shall be adequately constructed so as to protect the food, foodservice equipment, and utensils from contamination at all times during transportation. The delivery vehicle interior surfaces shall be clean at all times during transportation of meals.

(1) During the transportation of meals, hot foods that are potentially hazardous shall be kept at a minimum temperature of 135 degrees F at all times.

(2) During the transportation of meals, cold foods that are potentially hazardous shall be kept at or below 41 degrees F at all times and be transported in containers capable of maintaining temperatures at or below 41 degrees F.

B. The Caterer shall monitor and document temperatures of menu items prior to transport, upon arrival, and at the time of serving. A temperature log for each menu item served shall be completed daily and maintained. The Caterer's temperature log shall be made available to the Sponsor when requested.

16. Meal Estimates.

A. The Caterer shall allow the SFA to increase or decrease the number of meal orders, as needed. The SFA shall notify the Caterer in writing of necessary increases or decreases in the number of meal orders within one (1) hours of the scheduled delivery time. Errors in meal order counts made by the SFA shall be the sole responsibility of the SFA.

B. The SFA shall pay for meals received that are in compliance with the contract.

17. Menu Records and Documentation.

A. Any changes to the menu made after SFA approval must be agreed upon by the SFA and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties. However, the Caterer shall adjust the menus at the request of the SFA whenever the SFA determines certain items to be unacceptable. Such items can be determined to be unacceptable because of:

- (1) A monotonous diet resulting from items served frequently or the similarity to other items;
- (2) The nutritional needs of the students;
- (3) Susceptibility to spoilage; and
- (4) Excessive waste resulting from unpopularity of items with students.

B. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than one week after request except that in the case of spoilage adjustment shall be made in such a manner that the children in attendance on the day spoilage is discovered shall receive acceptable meals meeting meal requirements.

C. The Caterer shall provide a reimbursable lunch or breakfast meal to meet the appropriate calorie and nutrient levels for the ages/grades of the children. Also, the Caterer shall plan and produce at least enough food to offer each child the minimum quantities under the meal pattern.

D. The Caterer shall maintain full and accurate records/production worksheets that document:

- (1) The menus provided to the SFA during the term of the contract;
- (2) A listing of all components of each meal; and
- (3) An itemization of the quantities and portion sizes of each component used to prepare each meal.

E. The Caterer shall provide the SFA with copies of all documentation.

F. The Caterer agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide when calculating and recording the quantity of food prepared for each meal. Caterer shall also maintain and make available:

- (1) Recipes, Nutrition Facts labels, Product Specifications, and any necessary Child Nutrition (CN) labels or product specification sheets related to the menus served;
- (2) Such cost records as invoices, receipts or other documentation that exhibit the purchase, or otherwise availability to the Caterer, of the meal components and quantities itemized in the meal production records;
- (3) On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the SFA. Meal count documentation shall include the number of meals requested by the SFA in writing.

G. The SFA shall ensure that an SFA representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. This individual shall verify the temperature, quality, and quantity of each meal delivery. The SFA assures the Caterer that this individual shall be trained and knowledgeable in the record keeping and meal requirements of the programs listed in the Background Section of this agreement and with local health and safety codes.

18. NSLP and SBP Nutrition Standards. The Caterer shall provide meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The Caterer must follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7CFR§210.10 for NSLP and 220.8 for SBP. The meal shall include the following components; fruits, vegetables, grains, meat/meat alternates, and fluid milk. The Caterer shall meet grade level caloric, saturated fat, sodium and trans-fat requirements

19. Procurement Review. The Caterer shall provide accurate Procurement Review information to the SFA and the ADE and ensure that the contract is being executed per the regulations.

General Terms:

20. Affordable Care Act. The Caterer understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The Caterer shall bear sole responsibility for providing health care benefits for its employees who provide services to the SFA as required by state or federal law.

21. Authority. The SFA is the responsible authority without recourse to USDA or ADE for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature. 7CFR§225.6(g)(2)(ix)

22. Byrd Anti-Lobbying Amendment. Pursuant to 31 USC 1352, the Caterer must submit a certification regarding lobbying which conforms in substance with the language provided in Appendix II to 2CFR§200(I). Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, and U.S. Code. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. Pursuant to 31 USC 1352, the Caterer must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 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. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Appendix II to 2CFR§200(I). *A new certification is required for each renewal period - Complete Attachment 6.14 pages 1 and 3.*

23. Certificate of Independent Price Determination. The Caterer admits that all 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 certification regarding non-collusion. *A new certification is required for each renewal period - Complete Attachment 6.13.*

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:

A. 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;

B. 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

C. 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.

24. Civil Rights Compliance. The Caterer shall ensure compliance that in the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of: 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; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs; Executive Order 13166; Sections VII, XII and Appendix B, USDA Guidance on Services for Persons with LEP; and Department of Agriculture regulations on nondiscrimination. 7CFR§210.23(b)

25. Claim Liability.

A. The Caterer accepts liability caused by the Caterer's negligence as a result of Federal/State reviews/audits, corresponding with the Caterer's period of liability.

B. The Caterer accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods/DoD Fresh. In the event the SFA is assessed a fine or penalty, as the result of an unsatisfactory or failed food service audit, the Caterer shall be responsible for paying one hundred percent (100%) of the fine or penalty as a result of negligence on behalf of the Caterer.

C. The Caterer shall indemnify, defend and hold the SFA harmless against any loss of damage (including attorney's fees and costs of litigation) caused by the Caterer's negligent act or omission, theft by the Caterer's employees, or the negligent or intentional acts or omissions of the Caterer's agents or employees. The Caterer shall defend any suit against the SFA alleging personal injury or property damage arising out of the transportation of meals or other items to the Site(s) or out of the acts of the Caterer's employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Caterer to the Food Service Site(s), and shall be liable for any damages agreed to by the parties or awarded as a result of such litigation.

D. The SFA shall promptly notify the Caterer in writing of any claims against the Caterer or the SFA and, in the event a suit is filed, shall promptly forward to the Caterer all papers in connection therewith. The Caterer shall not incur any expense or make any settlement without the SFA's consent. However, if the Caterer refuses or neglects to defend any such suit, the Sponsor may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Caterer.

26. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The Caterer will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The SFA will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. Appendix II to 2CFR§200(G)

27. Contract Work Hours and Safety Standard Act. The Caterer shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Appendix II to 2CFR§200(E)

28. Copeland 'Anti-Kickback' Act. The Caterer shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3), if applicable. Appendix II to 2CFR§200(D)

29. Davis-Bacon Act. The Caterer shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), if applicable. Appendix II to 2CFR§200(D)

30. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing the Offer & Award form, the Caterer shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. (2CFR§200.213 and Appendix II to 2CFR§200(H)) The Caterer shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or offer or cancellation of a contract. The SFA also may exercise any other remedy available by law.

A. Certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Section 3017.510, Participants Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

B. The prospective lower tier participant (Caterer) agrees, by signing the Offer and Award form, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

31. Energy Policy and Conservation Act. The Caterer shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871.

32. Equal Employment Opportunity. The Caterer shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60). Appendix II to 2CFR§200(C)

33. E-Verify Requirement.

A. The Caterer warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Caterer may be subject to penalties up to and including termination of the Contract.

C. Failure to comply with an SFA audit process to randomly verify the employment records of the Caterer and subcontractors shall be deemed a material breach of the contract and the Caterer may be subject to penalties up to and including termination of the contract.

D. The SFA retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Caterer or subcontractor is complying with A.R.S. §41-4401(A)(1).

34. Federal Immigration and Nationality Act. By submission of the Offer, the Offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The SFA may, at its sole discretion require evidence of compliance during the evaluation process. Should the SFA request evidence of compliance, the Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the time frame specified shall result in the Offer not being considered for contract award.

35. Health Certification and Safety.

A. The SFA shall maintain applicable health certification and assure that all State and local regulations are being met by the Caterer preparing or serving meals at the SFA. 7CFR§210.16(a)(7)

B. The Caterer shall have State or local health certification for any facility outside the school in which it proposes to prepare meals and the Caterer shall maintain this health certification for the duration of the contract. 7CFR§210.16(c)(2)

C. The Caterer shall be responsible for maintaining the premises, equipment and facilities in a condition satisfactory to the SFA. The Caterer shall adhere to the standards of cleanliness and sanitary practices as required by the Health Department, the SFA standards, and USDA standards to insure continual sanitation in all functions and matters related to the food service program.

D. The Caterer shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety requirements. 7CFR§210.9(b)(14)

36. Inclusive Contracting. The SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. 2 CFR§200.321

37. Insurance Requirements. Contractor shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The SFA in no way warrants that the minimum limits contained herein are sufficient to protect the contractor from liabilities that might arise out of the performance of the work under this contract by the contractor, its agents, representatives, employees or subcontractors, and contractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

(1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: **“ACCLAIM Charter School, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor.”**

(b) Policy shall contain a waiver of subrogation against the SFA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

(2) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this contract.

- Combined Single Limit (CSL) \$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: **“ACCLAIM Charter School, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor, involving automobiles owned, leased, hired or borrowed by the contractor.”**

(b) Policy shall contain a waiver of subrogation against the SFA, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

(3) Worker's Compensation and Employers' Liability

Employers' Liability	Statutory
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

(a) Policy shall contain a waiver of subrogation against the SFA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

(b) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent contractor) form.

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) The SFA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this contract.
- (2) The contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- (3) Coverage provided by the contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the SFA. Such notice shall be sent directly to the SFA office and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the SFA with an "A.M. Best" rating of not less than A- VII. The SFA in no way warrants that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

38. Licenses. The Caterer shall maintain, in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Caterer. Include a copy of license in section one.

39. Non-Performance Sanction. If contractors violate or breach contract terms, the SFA can place administrative, contractual, or legal remedies sanctions and penalties as may be appropriate. 7CFR§210.16(b)(2) and Appendix II to 2CFR§200(A)

40. Rights to Inventions. The Caterer shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions made by Nonprofit organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued. Appendix II to 2CFR§200(F)

41. USDA Rights. The Caterer acknowledges that the USDA has copyrights, Patent Rights in Data and Reporting of Discoveries and Intervention.

Optional Programs:

42. USDA Foods/DoD Fresh: N/A

43. Simplified Summer Food Program: N/A

44. Child and Adult Care Food Program Only: N/A

Section 3 Uniform Terms and Conditions

1. Definition of Terms.

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

- D. "Contractor" means any person who has a Contract with the SFA.

- E. "Days" means calendar days unless otherwise specified.

- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

- G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

- H. "Offer" means bid, proposal or quotation.

- I. "Offeror" means a caterer who responds to a Solicitation.

- J. "Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.

- K. "SFA" means School Food Authority.

- L. "Solicitation" means an Invitation for Bid (IFB), a Request for Proposal (RFP), or a Request for Quotation (RFQ).

- M. "Solicitation Amendment (or Addendum)" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

- N. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Advice of Counsel. Each party acknowledges that, in executing this contract, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all the terms and provisions of this contract. Arizona Department of Education (ADE) is not a party to any contractual relationship between the SFA and Caterer. ADE is not obligated, liable, or responsible for any action or inaction taken by the SFA or Caterer based on this contract. ADE's review of the contract is limited to assuring compliance with federal and state procurement requirements. ADE does not review or judge the fairness, advisability, efficiency, or fiscal implications of this contract.

3. Clarifications. Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. It is achieved by explanation or substantiation, either in a written response to an inquiry from the SFA or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

4. Contract Administration and Operation.

- A. Records: Under A.R.S. 35-214 and 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

B. Non-Discrimination: The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Audit: At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the SFA and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

D. Inspection and Testing: The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this contract. The SFA shall also have the right to test at its own cost the materials to be supplied under this contract. Neither inspection at the contractor's facilities nor testing shall constitute final acceptance of the materials. If the SFA determines non-compliance of the materials, the contractor shall be responsible for the payment of all costs incurred by the SFA for testing and inspection.

E. Notices: Notices to the Contractor required by this Contract shall be made by the SFA to the person indicated on the Offer and Award form submitted by the Contractor unless otherwise stated in the Contract. Notices to the SFA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract: The Contractor shall not advertise or publish information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.

G. Property of the SFA: Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the SFA. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the SFA.

5. Contract Changes.

A. Amendments: This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the contract signed by the Procurement Officer. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. Subcontracts: The Contractor shall not subcontract any portion of this Agreement.

C. Assignment and Delegation: The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

6. Contract Claims. All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted there under.

7. Contract Interpretation.

A. Arizona Law: The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code as adopted by the SFA and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

B. Implied Contract Terms: Each Provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.

C. Contract Order of Precedence: In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:

- (1) Renewals and Amendments;
- (2) Special Terms and Conditions;
- (3) Uniform Terms and Conditions;
- (4) Statement of Scope of Work;
- (5) Specifications;
- (6) Attachments;
- (7) Exhibits;

- (8) Special Instructions to Offeror; and
- (9) Uniform Instructions to Offeror

D. Relationship of Parties: The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

E. Severability: The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

F. No Parol Evidence: This Contract is intended by the parties as a final and complete expression of their Contract. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

G. No Waiver: Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8. Contract Termination.

A. Cancellation for Conflict of Interest: Per A.R.S. 38-511 the SFA may cancel this Contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the SFA is, or becomes at any time while the contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when the contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gratuities: The SFA may, by written notice, terminate this Contract, in whole or in part, if the SFA determines that employment or gratuity was offered or made by the contractor or a representative of the contractor to any officer or employee of the SFA for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about Contract performance. The SFA, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. Suspension or Debarment: The SFA may, by written notice to the contractor, immediately terminate this contract if the SFA determines that the contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience: The SFA reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the SFA without penalty recourse. Upon receipt of the written notice, the contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the SFA. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the SFA. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default:

- (1) In addition to the rights reserved in the Uniform Terms and Conditions, the SFA reserves the right to terminate the contract in whole or in part due to the failure of the contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the contractor.
- (2) Upon termination under this paragraph, all documents, data and reports prepared by the contractor under the contract shall become the property of and be delivered to the SFA.
- (3) The SFA may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this contract. The contractor shall be liable to the SFA for any excess costs incurred by the SFA re-procuring the materials or services.

F. Continuation of Performance through Termination: The contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

9. Contractor's Employment Eligibility.

- A. By entering the contract, contractor warrants compliance with A.R.S. §41-4401, A.R.S. §23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.
- B. The SFA may request verification of compliance from any contractor or subcontractor performing work under this contract. The SFA reserves the right to confirm compliance in accordance with applicable laws.
- C. Should the SFA suspect or find that the contractor or any of its subcontractors are not in compliance, the SFA may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

10. Costs and Payments.

- A. Payments: Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the contractor shall submit a complete and accurate invoice for payment from the SFA within thirty (30) days. If there is a Purchase Order, the number must be referenced on the invoice.
- B. Delivery: Unless stated otherwise in the contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes:
 - (1) Payment of Taxes by the SFA. The SFA shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting contract.
 - (2) State and Local Transaction Privilege Taxes. The SFA is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - (3) Tax Indemnification. Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to hold the SFA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - (4) IRS W-9. In order to receive payment under any resulting contract, contractor shall have a current I.R.S. W-9 Form on file with the SFA.
- D. Availability of Funds for the Next Fiscal Year: Funds may not presently be available for performance under this contract beyond the current fiscal year. No legal liability on the part of the SFA for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the contract. The SFA shall make reasonable efforts to secure such funds.

11. Fingerprint Checks.

- A. If required to provide services on SFA property at least five (5) times during a month, contractor shall submit a full set of fingerprints of each person or employee who may provide such service, to the SFA in accordance with A.R.S. 15-512. Alternately, SFA may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.
- B. The SFA shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or Offerors and their employees for which fingerprints are submitted to the SFA. Contractor, subcontractors, Offerors and their employees shall not provide services on school district/charter school properties until authorized by the SFA.
- C. The Caterer shall comply with the Governing Body fingerprinting policies of each individual SFA.

12. Gift Policy. The SFA shall accept no gifts, gratuities or advertising products from vendors. The SFA has adopted a zero tolerance policy concerning vendor gifts. The SFA may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

13. Inclusive Offeror. Offerors are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority-owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

14. Integrity of Offer. By signing this Offer, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the SFA in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted offer or any resulting contract.

15. Israel Boycott Certification. By signing this Offer, the Offeror affirms that the Offeror is not currently engaged in, and will not for the duration of this contract, engage in a boycott of Israel as defined by A.R.S. §35-393.01.

16. Offshore Performance. Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the SFA or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the SFA shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

17. Risk and Liability.

A. Risk of Loss: The contractor shall bear all loss of conforming material covered under this contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification: To the extent permitted by A.R.S. 41-621 and 35-154, the SFA shall be indemnified and held harmless by the contractor for its vicarious liability as result of entering into this Contract. Each party to this contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright: To the extent permitted by A.R.S. 41-621 and 35-154, the contractor shall indemnify and hold harmless the SFA against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of contract performance or use by the SFA of materials furnished or work performed under this contract. The SFA shall reasonably notify the contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure:

(1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

(2) Force Majeure shall not include the following occurrences:

- (a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- (b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- (c) Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

(3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

(4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations: The contractor assigns to the SFA any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the contractor toward fulfillment of this contract.

18. SFA Contractual Remedies. Appendix II to 2CFR§200(A)

A. Right to Assurance: If the SFA in good faith has reason to believe that the contractor does not intend to, or is unable to perform or continue performing the contract, the Procurement Officer may demand in writing that the contractor give a written assurance of intent or ability to perform. Failure by the contractor to provide written assurance within the number of days specified in the demand may, at the SFA option, be the basis for terminating the contract under the Uniform General Terms and Conditions.

B. Stop Work Order:

(1) The SFA may, at any time, by written order to the contractor, require the contractor to stop all or any part, of the work called for by this contract for a period of up to ninety (90) days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

(2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be amended in writing accordingly.

C. Non-exclusive Remedies: The rights and the remedies of the SFA under this contract are not exclusive.

D. Nonconforming Tender: Materials supplied under this contract shall fully comply with the contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the SFA may terminate the contract for default under applicable termination clauses in the contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset: The SFA shall be entitled to offset against any sums due the contractor, any expenses or costs incurred by the SFA or damages assessed by the SFA concerning the contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

19. Terrorism Country Divestments. Per A.R.S. 35-392, the SFA is prohibited from purchasing from a company that is in violation of the Export Administration Act.

20. Warranties.

A. Liens: The contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality: Unless otherwise modified elsewhere in these terms and conditions, the contractor warrants that for one year after acceptance by the SFA of the materials or services, they shall be:

- (1) Of a quality to pass without objection in the trade under the contract description;
- (2) Fit for the intended purposes for which the materials or services are used;
- (3) Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units;
- (4) Adequately contained, packaged and marked as the contract may require; and
- (5) Conform to the written promises or affirmations of fact made by the contractor.

C. Fitness: The contractor warrants that any material or service supplied to the SFA shall fully conform to all requirements of the Solicitation and all representations of the contractor, and shall be fit for all purposes and uses required by the contract.

D. Inspection/Testing: The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the SFA.

E. Exclusions: Except as otherwise set forth in this contract, there are no express or implied warranties or merchant ability fitness.

F. Compliance with Applicable Laws: The materials and services supplied under this contract shall comply with all applicable federal, state and local laws, and the contract shall maintain all applicable licenses and permits.

G. Survival of Rights and Obligations after Contract Expiration or Termination:

(1) Contractor's Representations and Warranties: All representations and warranties made by the contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. 12-510, except as provided in A.R.S. 12-529, the SFA is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

(2) Purchase Orders: The contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract

Section 4 Special Instructions to Offeror

1. Definition of Terms.

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "ADE" means the Arizona Department of Education.
- B. "Department" means the Arizona Department of Education.
- C. "Caterer" means Caterer.
- D. "SFA" means School Food Authority and refers to ACCLAIM Charter School dba, ACCLAIM Academy that executes the contract.
- E. "Offeror" means a caterer who responds to a Solicitation.
- E. "Solicitation" means an Invitation for Bid (IFB), a Request for Proposal (RFP), or a Request for Quotation (RFQ).

2. Required Information. The following shall be submitted as part of the Offer:

- A. Offer and Award Form;
- B. Attachment 6.1, Fixed Fee Pricing Summary;
- C. Attachment 6.2, Purchasing and Supplier Information;
- D. Attachment 6.3, 21-Day Cycle Menus;
- F. Attachment 6.4, HACCP and Quality Control Measures;
- G. Attachment 6.5, Qualifications of Offeror;
- H. Attachment 6.6, Offeror's References;
- I. Attachment 6.7, Offeror's Discontinued or Terminated Services;
- J. Attachment 6.8, Offeror's Catering Information;
- K. Attachment 6.9, Conflict of Interest
- L. Attachment 6.10, Offeror's Adherence to Federal Guidelines;
- M. Attachment 6.11, Offeror's Approach to USDA Foods/DoD Fresh; N/A
- N. Attachment 6.12, Offeror's Employee Information;
- O. Attachment 6.13, Certificate of Independent Price Determination;
- P. Attachment 6.14, Certification Regarding Lobbying and Disclosure of Lobbying Activities;
- R. Attachment 6.15, Deviations and Exceptions;
- S. Attachment 6.16, IRS W-9 Form;
- T. Attachment 6.17, Statement of No Bid;
- U. Attachment 6.18, Offeror's Farm to School/Local Grown Purchasing Information. (N/A)

3. Authorized Signature.

A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual Agreements. Additionally, if requested by SFA, disclosure of ownership information shall be submitted.

- (1) Privately Owned: The Owner must sign the contract.
- (2) Partnership: A Partner must sign the contract.
- (3) Corporation: A Corporate Officer must sign the contract.

B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee's authority must accompany the contract.

4. Pre-Offer Conference. June 14th, 2018 10:00 AM

A. A Pre-Offer Conference will be held in conjunction with this solicitation. The Pre-Offer conference will be held at a minimum seven (7) days after the RFP is issued and fourteen (14) days prior to the Proposal due date. Please refer to the cover page of this solicitation for details concerning this meeting.

B. You may submit your comments or questions to the Procurement Officer by sending an email to the attention of Jose Martinez at jmartinez@acclaimacademy.org referencing the solicitation number. It is the responsibility of the Offeror to submit questions or comments with enough time to permit a response prior to the submission date specified.

C. Unless the Procurement Officer issues a solicitation amendment, the requirements stated in this solicitation stand and are to be provided by the resultant Caterer. Follow-up information shared in the meeting will be sent in writing to all prospective offerors.

D. Prospective caterers will be permitted to completely inspect the SFA facilities and equipment prior to submitting an offer in order to determine all requirements associated with the proposed contract. This will occur at the Pre-Offer Conference.

5. Proposal Opening. As this is a Request for Proposals, offers shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will not be read. Proposals will not be subject to public inspection until after contract award.

6. Award of Contract. Award of a contract will be made to the most responsible Offeror whose proposal is determined to be the most advantageous to the SFA based on the evaluation criteria set forth in the Solicitation. 2CFR§200.320(d)(4)

7. Offer Format and Content.

A. One clearly marked original and 3 copies of the Offer shall be submitted. Subcategories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein. If the Offeror finds it necessary to take exception to any of the requirements specified in this Solicitation, clearly indicate each such exception on Attachment 6.15 of the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the SFA thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated on the attachment.

B. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as "standard procedures will be employed" or "well-known techniques will be used", etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference.

C. Binding and Labeling: Each copy of the Offer shall be presented in three ring binders or folders with the cover indicating the Solicitation/RFP number, the Offeror's name and address, and copy number (i.e. Copy 2 of 4).

D. Indexing: The sections of each copy of the Offer shall be indexed to indicate the applicable parts and elements. Orderliness of the Offer, readability and similar factors should be considered in Offer preparation.

E. Format: The mandatory information to be placed in each copy of the Offer is listed below. Each copy shall furnish sections for information discussed in the Scope of Work. Lack of these submissions may cause the Offer to be declared unacceptable.

- (1) **Section One** of the Offer shall be titled **Executive Summary**. This section shall include a signed copy of the Offer and Award Form, a complete Certificate of Independent Price Determination (Attachment 6.13), and a copy of the license to operate.
- (2) **Section Two** of the Offer shall be titled **Pricing**. This section shall include the information described in the Pricing Section on page 29. This information should be provided on Attachment 6.1.
- (3) **Section Three** of the Offer shall be titled **Method of Approach and Implementation Plan**. This section shall provide a narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems and proposed plans of action.
 - (a) Provide answers to the questions requested in Attachment 6.2, titled Purchasing and Supplier Information.
 - (b) Provide 21-day cycle menus that shall meet the USDA requirements. The information should be provided on Attachment 6.3.
 - (c) Provide answers to the questions requested in Attachment 6.4, titled HACCP and Quality Control Measures.
 - (d) Provide detailed information about Local Grown Purchasing. This information should be found on Attachment 6.18.
- N/A**
- (4) **Section Four** of the Offer shall be titled **Experience, Expertise and Reliability** and shall provide information which reflects the Offeror's experience and reliability. This section shall specifically address or include:
 - (a) Complete the information requested in Attachment 6.5, titled Qualifications of Offeror.
 - (b) Complete the information requested in Attachment 6.6, titled Offeror's References.
 - (c) Complete the information requested in Attachment 6.7, titled Offeror's Discontinued or Terminated Services.
 - (b) Complete the information requested in Attachment 6.8, titled Offeror's Catering Information.
 - (g) Complete the information requested in Attachment 6.9, titled Conflict of Interest.
 - (d) Complete the information requested in Attachment 6.10, titled Offeror's Adherence to Federal Guidelines.
 - (e) Complete the information requested in Attachment 6.11, titled Offeror's Approach to USDA Foods/DoD Fresh. **N/A**
 - (f) Complete the information requested in Attachment 6.12 titled Offeror's Employee information.
- (5) **Section Five** of the Offer shall be titled **Required Forms** and shall include the following:
 - (a) Provide a signed copy of the Certification Regarding Lobbying, Attachment 6.14 (pages 1 & 3).
 - (b) Provide a signed copy of the Deviation and Exceptions Form, Attachment 6.15.
 - (c) Provide a signed copy of the IRS W-9 Form, Attachment 6.16.

8. Evaluation and Selection. Evaluation of Offers will be accomplished in four steps.

A. Step One: Initial review of Offer by Evaluation Committee to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.

B. Step Two: Evaluation of offer by Evaluation Committee to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.

C. Step Three: (Optional) Discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions from Offerors still considered susceptible of winning contract award(s).

D. Step Four: Contract award(s) made to the responsible Offeror(s) whose offer is determined to be the most advantageous to the SFA, based on the following criteria (in bold print below), which are listed in descending order of importance.

- (1) **Pricing:** Demonstrated capability to meet the needs of the SFA food operations using the best cost effective method. Also, the Offeror must meet the pricing information as described in the Pricing Section. (Weight – 37%)
- (2) **Method of Approach and Implementation Plan:** Demonstrated capability to meet the needs of the SFA food operation service as described in the Method of Approach and Implementation Plan section of the Scope of Work. This shall include information on how Offeror plans on conducting business in the SFA. (Weight – 35%)
- (3) **Experience, Expertise and Reliability:** Demonstrated experience in operating a food service operation in a SFA. This can be Arizona experience, or another food service program, and may include evaluation of references submitted. (Weight – 28%)

9. Evaluation of Optional Terms. The SFA will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the SFA to exercise the option(s).

10. Discussions. The SFA reserves the option to conduct discussions with those Offerors who submit Offers determined by the SFA to be reasonably susceptible of being selected for award.

11. Oral Presentation. (N/A)

12. Final Proposal Revisions.

- A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation will be held with all Offerors determined to be in the competitive range.
- B. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and SFA at the conclusion of negotiations.
- C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision.
- D. The Final Proposal Revision (Best & Final Offer) must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.

Section 5 Uniform Instructions to Offeror

1. Definition of Terms.

As used in these instructions, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes to the contract.
- D. "Contractor" means any person who has a contract with the SFA.
- E. "Days" means calendar days unless otherwise specified.
- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. "Caterer" means Caterer.
- H. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- I. "Offer" means the bid, proposal or quotation.
- J. "Offeror" means a vendor who responds to a Solicitation.
- K. "Procurement Officer" means the person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or his or her designee.
- L. "SFA" means School Food Authority.
- M. "Solicitation" means an Invitation for Bid (IFB), a Request for Proposal (RFP), or a Request for Quotation (RFQ).
- N. "Solicitation Amendment (or Addendum)" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- O. "Subcontract" means any contract, express or implied, between the Contractor and another other party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the contract.

2. Inquiries.

- A. **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the offer due date and time nor shall it give rise to any contract claim.
- B. **Solicitation Contact Person:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries:** The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry as it may then be identified as an Offer and not be opened until after the offer due date and time.

D. Timeliness: Any inquiry shall be submitted, in writing, as soon as possible and at least seven (7) days before the offer due date and time. Failure to do so may result in the inquiry not being answered.

E. No Right to Rely on Verbal Responses: Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.

F. Solicitation Amendments/Addenda: The Solicitation shall only be modified by a Solicitation Amendment or Addendum. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.

G. Pre-Offer Conference. If a Pre-Offer Conference has been scheduled under this Solicitation, the date, time, and location must appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions about the Solicitation, the procurement process, or the operation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendums.

H. Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation.

A. Forms: An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.

B. Typed or Ink / Corrections: The Offer, and all other correspondence must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

C. Evidence of Intent to be Bound: The Offer and Award form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.

D. Exceptions to Terms and Conditions: All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer (Attachment 6.16) in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

E. Subcontracts: The caterer shall not subcontract any portion of this agreement.

F. Cost of Offer Preparation: The SFA will not reimburse any Offeror the cost of responding to a Solicitation.

G. Solicitation Amendments/Addenda: Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.

H. Federal Excise Tax: School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Award Form and provide the tax rate and amount, if applicable, on the Price Sheet.

J. Identification of Taxes in Offer: School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the SFA will conclude that the

price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.

K. Disclosure: If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, and any subsequent contracts, the following shall prevail in the order set forth below:

- (1) Renewals and Amendments;
- (2) Special Terms and Conditions;
- (3) Uniform Terms and Conditions;
- (4) Statement of Scope of Work;
- (5) Specifications;
- (6) Attachments;
- (7) Exhibits;
- (8) Special Instructions to Offeror; and
- (9) Uniform Instructions to Offeror

M. Delivery: Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer.

A. Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

B. Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.

C. Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by the SFA. Offers shall be open to public inspection after contract award, except for such Offers deemed to be confidential by the SFA. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The SFA shall make a determination on whether the stamped information is confidential pursuant to the SFA's Procurement Code.

D. Non-collusion, Employment, and Services: By signing the Offer and Award form or other official contract form, the offeror certifies that:

- (1) It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
- (2) It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, sexual orientation, national origin, marital or family status, political beliefs, disability, or Vietnam status and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

5. Additional Offer Information.

A. Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. Taxes: All applicable taxes in the Offer will be considered by the SFA when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

C. Late Offers: A submitted Offer received after the exact Offer due date and exact time shall be rejected. The time clock in the SFA's office is the official time, without exception.

D. Disqualification: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.

F. Payment: Payments shall comply with the requirements of A.R.S. 35.342, Net 30 days. Upon receipt and acceptance of goods or services, the contractor shall submit a complete, detailed, and accurate invoice, including all rebates, credits, and discounts for payment within thirty (30) days.

G. Waiver and Rejection Rights: Notwithstanding any other provision of the solicitation, the SFA reserves the right to:

1. Waive any minor informality;
2. Reject any and all offers or portions thereof; or
3. Cancel a solicitation.

6. Award.

A. Number or Types of Awards: Where applicable, the SFA, reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the SFA. If the Procurement Officer determines that an aggregate award to one Offeror is not in the SFA's interest, "all or none" Offers shall be rejected.

B. Contract Inception: An Offer does not constitute a contract nor does it confer any rights on the Offeror to the award of a contract. A contract is not created until the Offer is accepted in writing by the SFA with an authorized signature of the Offer and Award Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

C. Effective Date: The effective date of this contract shall be the date that the Procurement Officer signs the Offer and Award Form or other official contract form, unless another date is specifically stated in the contract.

D. Governing Board Approval: Final acceptance for the SFA will be contingent upon the approval of their Governing Board, if applicable.

7. Protests.

A. Protests shall be filed, and shall be resolved, in accordance with the Arizona Administrative Code A.A.C. R7-2-1141 through A.A.C R7-2-1153.

B. A protest must be in writing and must be filed with Jose Martinez. A protest of a solicitation must be received at the contract administrator before the offer due date. A protest of a proposed award or of an award must be filed within ten (10) days after the protester knows or should have known the basis of the protest.

A written request for an extension of the time limit for protest filing may be filed. The written request shall be filed with the Contract Administrator before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the SFA that resulted in the inability to be able to file the request within the ten (10) days. The Contract Administrator shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

C. A protest must include:

- (1) The name, address and telephone number of the interested party;
- (2) The signature of the interested party or the interested party's representative;
- (3) Identification of the solicitation or contract number;
- (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (5) The form of relief requested; and
- (6) Any other information requested by the Contract Administrator

Pricing

This form is to be included in Section Two of the Offer.

The Caterer will be paid at a fixed rate per meal. Credits for USDA Foods/DoD Fresh received will be listed on the monthly invoice as separate line items.

Fixed Fee Pricing Summary

The Catering Pricing Proposal for the following Child Nutrition Programs

To be completed by the Caterer:

Fixed Price per meal for the School Breakfast Program: \$ _____

Fixed Price per meal for the National School Lunch Program: \$ _____

Purchasing and Supplier Information

Answers to the following questions are to be included in Section Three of the Offer.

Please describe the following:

1. Describe how you will purchase all food and non-food at the lowest price while maintaining quality, including the specification items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.
2. Describe how you will keep costs low and quality high to prepare and serve a variety of high quality, wholesome, and nutritious food and beverages for students, faculty, staff and employees.
3. List all the suppliers you will use during the term of the contract.
4. Describe how you will meet the USDA “Buy American” provision?

(This required provision must be correctly applied to the procurement process to ensure that its application does not restrain or restrict competition. This provision requires the SFA to purchase domestically grown and processed foods, to the maximum extent practicable. The law defines "domestic commodity or product" as one that is substantially produced and processed in the United States using agricultural commodities that are produced in the United States. The report accompanying the Law stipulates that "substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown in the United States.)

21-Day Cycle Menus

This form (or equivalent) is to be included in Section Three of the Offer.

Breakfast menus must follow the meal pattern requirements in 7CFR§220.8. *See Exhibit B*

Lunch menus must follow the meal pattern requirements in 7CFR§210.10. *See Exhibit C*

Monday	Tuesday	Wednesday	Thursday	

HACCP and Quality Control Measures

Answers to the following questions are to be included in Section Three of the Offer.

Please describe the following:

1. Describe how you will comply with the Hazard Analysis and Critical Control Point (HACCP) principles or meet the USDA guidance for developing a process approach to HACCP. (Public Law 108-265)
Refer to the USDA website:
<http://www.ade.az.gov/healthsafety/cnp/nslp/Operating/foodsafety/HACCPGuidance.pdf>
2. Describe the “Quality Control” process you will perform when delivering meals to the SFA.
3. Describe how you will monitor and document temperatures of menu items prior to transport, upon arrival, and at the time of serving.
4. Describe how you will ensure a temperature log for each menu item served will be completed daily and maintained.

Please attach the following:

5. Attach a copy of your recent State or local “Permit to Operate” health certification for the facility which you prepare the meals.
6. Attach a copy of your past two (2) food safety inspection reports.

Qualifications of Offeror

This form is to be included in Section Four of the Offer.

Any interested caterer must be presently serving a comparable SFA, or be able to effectively demonstrate sufficient experience and knowledge.

Proposals must include the following information regarding SFAs served by the caterer:

SFA Name	Size	Number of Sites	Current Contract Start Date	Last ADE AR Audit Results Pass/Fail

Offeror's References

This form is to be included in Section Four of the Offer.

At least three (3) verifiable professional references must be provided regarding services provided similar to those required under this Solicitation.

1. SFA Name _____
Address _____
Point of Contact Name and Phone # _____
Participating Programs _____
Number of Sites Served _____
Length of Relationship _____
Description of Services _____

2. SFA Name _____
Address _____
Point of Contact Name and Phone # _____
Participating Programs _____
Number of Sites Served _____
Length of Relationship _____
Description of Services _____

3. SFA Name _____
Address _____
Point of Contact Name and Phone # _____
Participating Programs _____
Number of Sites Served _____
Length of Relationship _____
Description of Services _____

Offeror's Discontinued or Terminated Services

This form is to be included in Section Four of the Offer.

List the SFAs where your services have been discontinued or terminated in the past **2** years.

1. SFA Name _____
Address _____
Point of Contact Name and Phone # _____
Participating Programs _____
Number of Sites Served _____
Length of Relationship _____
Reason for Termination _____

2. SFA Name _____
Address _____
Point of Contact Name and Phone # _____
Participating Programs _____
Number of Sites Served _____
Length of Relationship _____
Reason for Termination _____

3. SFA Name _____
Address _____
Point of Contact Name and Phone # _____
Participating Programs _____
Number of Sites Served _____
Length of Relationship _____
Reason for Termination _____

Offeror's Catering Information

Answers to the following questions are to be included in Section Four of the Offer.

1. List the following information regarding your catering company:
 - Leadership background
 - History and experience delivering Child Nutrition Programs
 - Organizational structure
 - Capabilities to serve the SFA
 - Types of clients served
2. Describe what services your company provides that is different from others.
3. Describe how much advance notice you require if the SFA requests sack lunches.

Conflict of Interest

This form is to be included in Section Four of the Offer.

You must state that there is no conflict of interest associated with the award of this contract. No one employed by the SFA is related to or has any other personal or professional relationship with the Offeror and/or his/her family.

1. List the names, addresses and phone numbers of all members, owners, shareholders or others with a financial interest in the Catering contract.

Offeror's Adherence to Federal Guidelines

Answer to the following question is to be included in Section Four of the Offer.

1. Describe the methods you will use to adhere to federal and other regulatory guidelines, including USDA dietary menus?

Offeror's Approach to USDA Foods/DoD Fresh

Answers to the following questions are to be included in Section Four of the Offer.

N/A

Offeror's Employee Information

Answers to the following questions are to be included in Section Four of the Offer.

Please describe the following:

1. How many workers will be provided?
2. What times will the worker(s) be scheduled at the school for breakfast? For lunch?
3. What will the worker(s) duties be?

This form is to be included in Section Five of the Offer.

Certificate of Independent Price Determination

Both the School Food Authority and the Caterer (Offeror) shall execute this Certificate of Independent Price Determination.

Name of Caterer

Name of School Food Authority

- (A) By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this Offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other 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 Caterer certifies that:
- (1) He or she is the person in the Offerors 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 the Offeror's organization responsible 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 Caterer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Caterer's Authorized Representative

Title

Date

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

Signature of School Food Authority
Authorized Representative

Title

Date

Note: Accepting a bidder's Offer does not constitute award of the contract.

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 Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization (Caterer)

Name/Title of submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES
INSTRUCTIONS FOR COMPLETION OF SF-LLL

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 the 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. Sub awards 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 boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes 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.
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 (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Check this box if not applicable

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

(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan guarantee</p> <p><input type="checkbox"/> e. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="margin-left: 150px;">Tier _____, if known</p> <p>Congressional District, <i>if known</i>:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known</i>:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>: \$</p>	
<p>10. a. Name and Address of Lobbying Entity</p> <p style="margin-left: 40px;">(if individual, last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address</p> <p style="margin-left: 40px;">(last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (<i>check all that apply</i>):</p> <p>\$ _____ <input type="checkbox"/> actual</p> <p style="margin-left: 150px;"><input type="checkbox"/> planned</p>	<p>13. Type of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p>	
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="margin-left: 150px;">value _____</p>	<p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), of Member(s) contracted, for payment indicated on item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		

Deviations and Exceptions

This form is to be included in Section Five of the Offer.

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document. Any deviation or exception must be clearly stated.

Exceptions (mark one):

_____ No exceptions

_____ Deviations/Exceptions taken (List section, item number and page number)

Signature: _____ Date: _____

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)
	6 City, state, and ZIP code
	7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)																																																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: 8px;">Social security number</td> </tr> <tr> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15px; height: 20px;"> </td> <td style="width:15px; height: 20px;"> </td> <td style="width:15px; height: 20px;"> </td> <td style="width:15px; height: 20px;"> </td> <td style="width:15px; height: 20px;"> </td> <td style="width:15px; height: 20px;"> </td> </tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:30%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15px; height: 20px;"> </td> <td style="width:15px; height: 20px;"> </td> <td style="width:15px; height: 20px;"> </td> <td style="width:15px; height: 20px;"> </td> <td style="width:15px; 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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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<h3>General Instructions</h3> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1089-K (merchant card and third party network transactions) 	<ul style="list-style-type: none"> • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i></p> <p>By signing the filled-out form, you:</p> <ol style="list-style-type: none"> 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.
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Statement of No Bid

If you are not responding to this RFP, please complete and return *only* this form to:

School District Public Entity: ACCLAIM Charter School
Procurement Officer: Jose Martinez
Procurement Officer Address: 7624 West Indian School Road Phoenix, AZ 85033-3009
Procurement Officer Phone Number: 623-628-5054
Procurement Officer Fax Number: 623-691-6091
Procurement Officer Email Address: jmartinez@acclaimacademy.org

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Contact Phone Number: _____

We, the undersigned, have declined to respond to your Child Nutrition Programs RFP for the following reasons:

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements.

_____ Other. (Specify below)

Remarks: _____

Signature: _____ Date: _____

Offeror's Farm to School/Local Grown Purchasing Information

N/A

ACCLAIM Charter School dba, ACCLAIM Academy Additional Information





- Insert the number of entrees (choices) you would like to serve _____2_____
- Insert a copy of the school calendar:

ACCLAIM Academy Calendar | 2018-2019

Calendar Template © calendarlabs.com

- List the serving site locations, including addresses: (1)
ACCLAIM Academy 7624 W. Indian School Rd. Phoenix, AZ 85033-3009
- List the delivery days and times for each site:
Monday, Tuesday, Wednesday, Thursday (may vary) see calendar
- Insert or list the bell schedule (including meal service times) 7:50 AM-3:30 PM
(Breakfast) 7:15 AM (Lunch) 11:40 AM

Meal Patterns – School Breakfast, School Lunch

(4-Day) Meal Pattern for School Breakfast Program						
Serve Only		Offer vs. Serve (OVS)				
<ul style="list-style-type: none"> Minimum 3 items daily. Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain 		<ul style="list-style-type: none"> Minimum 4 items daily. Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain and 1 additional item (may be grain, fruit/juice/veg, or meat/meat alternate) Students must have at least 3 items on tray at POS. 1 item must be a ½ cup Fruit/Juice/Vegetable 				
Required		Grade K-5	Grade 6-8	Grade K-8	Grade 9-12	Grade K-12
Fluid milk Must offer two varieties in fat content and/or flavor: Fat-free flavored, Fat-free plain, 1% plain		1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
Fruits/Juice/Vegetables Juice must be 100% full-strength. No more than half weekly offering may be juice. In order to count starchy vegetables, must serve 2 cups of vegetables from other, dark green, red/orange and/or bean/peas subgroups in same week.		1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
Grains/Breads Daily and weekly minimums must be met. Flexibility for grain maximums. All of grains offered must be whole grain-rich		1 oz/eq (daily) 5.5-8 oz/eq (weekly)	1 oz/eq (daily) 6.5-8 oz/eq (weekly)	1 oz/eq (daily) 6.5-8 oz/eq (weekly)	1 oz/eq (daily) 7-8 oz/eq (weekly)	1 oz/eq (daily) 7-8 oz/eq (weekly)
Optional						
1 item of Meat/Meat Alternate No daily or weekly requirement 1 item (1 oz/eq) Item counts towards grain weekly requirement.		0	0	0	0	0
Calories Weekly Average		350-500	400-550	400-500	450-600	450-500
Sodium (mg) Weekly Average		≤540	≤600	≤540	≤640	≤540
Saturated Fat (% of total calories) Weekly Average		≤10				
Trans Fat Daily		0g/serving				



Arizona Department of Education, School Breakfast Program Meal Pattern Charts. Released May 2015

(4-Day) Meal Pattern for National School Lunch Program							
Serve Only: <ul style="list-style-type: none"> • Must PREPARE all 5 components in required amounts • AT POS: Must SERVE all 5 components in minimum required amount 			Offer Versus Serve (OVS): <ul style="list-style-type: none"> • Must PREPARE all 5 components in required amounts AT POS: Must TAKE at least 3 components in minimum required amount, one must be fruit or vegetable				
Component Specifications: Daily and Weekly Amount Based on the Average for a 4-Day week							
		Grades	K-5	6-8	K-8	9-12	Additional Information
Fruit (cups)	Weekly (daily)		2 (½)		4 (1)		Only 100% Fruit juice is allowed and no more than half the weekly offering for the fruit component may be 100% juice.
	Serve Only: minimum amount required at POS		½		1		
	OVS: minimum amount to count at POS		½		½		
Total Vegetable (cups)	Weekly (daily)		3 (¾)		4 (1)		Only 100% Vegetable juice is allowed and no more than half the weekly offering for the fruit component may be 100% juice.
	Serve Only: minimum amount required at POS		¾		1		
	OVS: minimum amount to count at POS		½		½		
Vegetable Subgroups (cups)			Minimum weekly amounts				
Dark green			½		½		No maximum for any subgroup. <i>*Must offer more than minimum weekly values in order to meet weekly total.</i> Minimum creditable amount to count as a subgroup is 1/8 cup.
Red/Orange			¾		1 ¼		
Beans/Peas (legumes)			½		½		
Starchy			½		½		
Other			½		¾		
To meet weekly requirement, vegetables from ANY subgroup			¾		½		
Grains (oz/eq.)	Weekly (daily) amounts <i>*Not required to meet Weekly maximum</i>		6.5-7* (1)	6.5-8* (1)	6.5-7* (1)	8-9.5* (2)	All grains offered must be whole grain rich . Weekly, no more than 2 oz/eq. grain based dessert.
	Serve Only and OVS: Minimum amount to count as a component at POS		1	1	1	2	
Meat/ Meat Alternate (oz/eq.)	Weekly (daily) amounts <i>*Not required to meet Weekly maximum</i>		6.5-8* (1)	7-8* (1)	7-8* (1)	8-9.5* (2)	
	Serve Only and OVS: Minimum amount to count as a component at POS		1	1	1	2	
Fluid milk (cups)	Weekly (daily)		4 (1)			Offer two varieties daily. (variety: fat content or flavor)	



Arizona Department of Education, National School Lunch Program Meal Pattern Charts. Released May 2015

STANDARDIZED RECIPE FORM SAMPLE

Recipe Number: _____	Recipe Title: _____	Yield: _____	(#Pans/Gallons/Loaves, Etc.)
Portion Size: _____	Portion Per Recipe: _____	Temperature: Standard Oven: _____	
Equipment Needed:		Convection Oven: _____	
		Range Top/Burner _____	

Ingredients					Directions
	Weight	Measure	Weight	Measure	

HACCP Process Category and Information

Contribution to Meal Pattern:

No Cook	Same Day	Complex	HACCP Information/Instructions	Meat/Meat Alternate	
					Fruit/Vegetable
			Bread/Grain		

PRODUCT SPECIFICATION

SAMPLE PRODUCT DESCRIPTIONS AND SPECIFICATIONS FOR 21-DAY MENUS

The following are examples of product descriptions and product specifications.

B/BA = Bread/Bread Alternate. V/F = Vegetable/Fruit. M/MA = Meat/Meat Alternate.

Fruits

Apples, canned: sliced; to be packed to U.S. Grade C standard; solid pack; 6/10.

Apples, Fresh: to be packed to U.S. Fancy Grade standard; Red Delicious; 100 count.

Applesauce, Canned: to be packed to U.S. Grade A standard; natural color; natural flavor; unsweetened; regular form or style; 6/10.

Bananas, Fresh: regular; green tips; 100 to 120 count.

Citrus Salad Mix, Fresh Cut: mix of fresh fruit to be orange sections, pineapple and grapes; code dated; 4/1 gal.

Fruit Salad Mix, Fresh Cut: mix of fresh fruit to be cantaloupe, honey dew, pineapple and grapes; code dated; 4/1 gal.

Fruits for Salad, Canned: to be packed to U.S. Grade B standard; fruit juice packing medium; 6/10.

Fruit Cocktail, Canned: to be packed to U.S. Grade B standard; light syrup; 6/10.

Grapes, Fresh: green variety; to meet Grade standard for U.S. No. 1; 23 lb. lugs when in season, other time of year 18 lb. pack.

Juice, Frozen: apple; full strength juice; 4 fl. oz; any pack acceptable.

Juice, Frozen: grape; full strength juice; 4 fl. oz; any pack acceptable.

Juice, Frozen: orange; full strength juice; 4 fl. oz; any pack acceptable.

Oranges, Fresh: to be packed to U.S. No. 1 Grade standard; navel; size 125 or 113; 38 to 45 lbs.

Peaches, Canned: slices; to be packed to U.S. Grade B standard; clingstone; light syrup 6/10.

Pineapple, Canned: tidbits; to be packed to U.S. Grade B standard; solid pack in juice; product of Hawaii only; 6/10.

Raisins, Seedless: bulk pack; to be packed to the standard of U.S. Grade B; 30#.

Raisins, Seedless: individual pack; ¼ cup; to be packed to the standard of U.S. Grade B; 150/case.

Grain/Bread

Animal Crackers: enriched; 25 grams minimum weight; to provide 1 serving of B/BA; individually wrapped; any pack acceptable.

Bagels, Frozen, sliced: made from enriched flour; 2.3 oz each; 12/6.

Bagel, Fresh: sliced; 4-oz. size, whole grain variety; enriched flour; pack code date to be provided.

Biscuit, Cinnamon Raisin, Frozen: fully baked; enriched; 2.25 oz. minimum weight to provide 2 servings of G/B; any pack acceptable.

Biscuit, Frozen: fully baked; enriched; 1.8 oz. minimum weight; to provide 2 servings of G/B; any pack acceptable.

Biscuit, Frozen: raw; enriched; thaw and bake or bake from frozen; 1.8 oz. minimum cooked weight to provide 2 servings of G/B; any pack acceptable.

Bread, Loaf, Whole-grain, Fresh: loaf size 1½ lb.; 22 slices per loaf, code date provided.

Bread, Fresh; enriched; increased fiber; white; sandwich style; 1½ lb. loaf; 26 grams or .9 oz. minimum weight per slice.

Breadsticks, Frozen: enriched; fully baked; garlic and parmesan flavored; 1.5 oz. sticks equal 1.5 serving of G/B; any pack acceptable.

Bread Sticks, Frozen: enriched; fully baked; 1.5 minimum weight or signed certification to document 1.5 servings of G/B; any pack acceptable.

Bread Sticks, Frozen, raw: proof and bake; enriched; 1.5 oz. minimum weight to provide 1.5 servings of G/B; any pack acceptable.

Bun, Hamburger, White, Fresh: 4 inch; sliced; flour to be enriched; 1.8 oz. minimum weight; to provide 2 servings of G/B; pack date code to be furnished.

Bun, Hamburger, Fresh: whole grain; pre-sliced; enriched; 4 inch; 1.8 oz. minimum weight; to provide 2 servings of G/B; any pack acceptable.

Bun, Hoagie, Wheat, and Fresh: sliced; seedless; 7 inch length; white flour to be enriched; packing code provided.

Cereal, Ready-To-Eat: bowl pack; ¾ cup or 1 oz.; enriched or whole grain; Required flavors listed.

Crackers, Multi-Grain: 25 grams minimum weight; to provide 1 serving of B/BA; individual wrap; any pack acceptable.

Cracker, Graham: enriched or whole grain; individual; .9 oz. minimum weight; any pack acceptable.

French Toast, Frozen: sticks; heat and serve; enriched; 2 sticks provide 1 serving of G/B; not to exceed 7 grams of fat per 2 sticks; signed certificate of G/B contribution required; any pack acceptable.

Muffins, Frozen: bran; enriched flour; fat per muffin not to exceed 5 gm; round style; 2 oz., bulk pack only; produced by commercial bakery methods in commercial bakery.

Muffins, Frozen: blueberry; enriched flour; fat per muffin not to exceed 5 gm; round style; 2 oz; bulk pack only; produced by commercial bakery methods in commercial bakery.

Muffin, Frozen: corn; enriched or whole grain; 1.1 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Noodles, Egg: ½ wide; 100 durum wheat semolina; enriched; 10#.

Oats, Rolled: enriched or whole grain; quick cooking; any pack acceptable.

Pancakes, Frozen: silver dollar; heat and serve; enriched; minimum weight .6 oz each; two pancakes to provide 1 serving of G/B; signed certificate of G/B contribution required; any pack acceptable.

Pasta, Macaroni, Elbow: 100% durum wheat semolina; enriched; 20#.

Pasta, Fettuccine; 100% durum wheat semolina; enriched; 20#.

Pasta, Spaghetti: made from enriched semolina and durum wheat flour; 10 inch; 20 lb. only.

Pasta, Spaghetti: thin; 100% durum wheat semolina; enriched; 20#.

Pasta, Lasagna: ridged; made from enriched semolina and durum wheat flour; 10 inch; 20 lb. only.

Pizza Crust, Frozen: par-baked; enriched; 16-oz. minimum weight; to provide 1.5 servings of B/BA per 12 cut; any pack acceptable.

Rice, Milled, Long grain: white; enriched; US Grade B; 25#.

Rice Mix, Seasoned: complete; Spanish; to contain bell peppers, tomato, herbs and spices; to yield approximately 34-1/2 cup servings per unit; any pack acceptable.

Roll, Dinner, Frozen: raw; enriched; whole wheat; 2 oz. minimum weight; to provide 2 servings of G/B; any pack acceptable.

Roll, Hoagie, Fresh: 6 inch; enriched; 2.75 oz. minimum weight; to provide 2.75 servings of B/BA; packing date to be provided; any pack acceptable.

Roll, Steak, Fresh: enriched; 6 diameter; pre-sliced; 2.5 oz. minimum weight; to provide 2.5 serving of G/B; packing code date to be provided; any pack acceptable.

Taco Shells; enriched or whole grain; made from 1/2 oz. corn tortilla; fried in vegetable oil; packed to prevent breakage; sanitary packaging; 4 doz. per package.

Tortillas, Corn, Fresh/Refrigerated: enriched or whole grain; 6 inch; .45 oz. minimum weight; to provide 1 serving of G/B per two tortillas; packing code date provided; any pack acceptable.

Tortillas, Fat-Free Flour, Frozen; enriched; 6 inch; .9 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Tortilla Chips; bulk; enriched or whole grain; restaurant style; any pack acceptable.

Tortilla Rounds or Triangles: bulk; mini; enriched or whole grain; unsalted or low salt; no animal fat; 10#.

Tortilla Chips, Low Fat: bulk; enriched or whole grain; yellow corn; not to exceed 1 gram of fat per 1 oz. portion; any pack acceptable.

Tostada shell: enriched or whole grain corn meal; no animal fat; .9 oz. minimum weight or documentation of 14.74 grams of flour and/or meal to provide 1 serving of G/B; any pack acceptable.

Waffles, Frozen: Belgian; square; enriched flour; minimum size 1.1 oz each; poly pouch packed.

Waffles, Frozen: enriched; Belgian stick; heat-and-serve; 1.1 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Waffles, Frozen; enriched; round/square; heat and serve; 1.1 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Meat/Meat Alternate

Beans, Black, Canned; 6/#10.

Beans, Kidney, Canned: in brine; 6/#10.

Beans, Pinto, Canned; in brine; no animal fat: 6/#10.

Beans, Pinto, Canned; refried; vegetable oil and seasoning; no animal fat; 6/#10.

Beans, Pinto, Refried Style, Dehydrated: contains whole beans and pieces; vegetable oil; salt and other appropriate ingredients; not to exceed .2 grams of fat and 75 mg. of sodium per 3 oz. serving; packed in poly bags; yield approximately 30-3 oz. servings per bag; any pack acceptable.

Beef, Ground, Bulk, Raw, and Frozen: 80% lean, 20% fat ratio; IMPS 136; 2/10 lb.

Beef, Ground, Patties, Cooked, Frozen: IMPS 631; minimum 2 1/2 oz; maximum 3 1/2 oz; CN labeled to provide 2 oz meat/meat alternate; IQF; natural char marks; cooking temperatures to comply with FSIS requirements.

Beef, Ground, Patties, Raw, Frozen: IMPS 1136A; 20% fat; with soy isolate in accord with Title 7 210; patties separated by wax paper; oval shape; CN labeled to provide 2 oz. M/MA.

Beef Patty, Frozen: fully cooked; IQF; ground beef with soy concentrate or isolate, no other fillers or extenders; flame broiled/charbroiled; round; 2.45 oz. minimum weight; CN labeled to provide 2 oz. M/MA; not to exceed 14 grams of fat; any pack acceptable.

Beef Roast, Frozen: raw; beef round; top (inside); equivalent to IMPS Item No. 169 and USDA Select or better; fat thickness not to exceed ¼ average; 3-5#; any pack acceptable.

Burrito, Frozen: fully cooked; non-fried; IQF; bean and cheese; not to exceed 15 grams of fat; 6.7 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 2 serving of G/B; any pack acceptable.

Burrito, Frozen: fully-cooked; non-fried; IQF; beef, bean and VPP; not to exceed 14 grams of fat; 5 oz. minimum weight; CN labeled to provide 2 oz. N/MA and 1.75 of G/B; any pack acceptable.

Burrito, Breakfast, Raw, and Frozen: CN labeled to provide 1 oz meat/meat alternate and 1 grain bread equivalent; calories from fat not to exceed 15%; ingredient filling combination egg, cheese, sausage.

Cheese, American, Processed reduced fat: yellow; pre-sliced ½ ounce; 2/5#.

Cheese, Cheddar, Reduced Fat: mild; shredded; 4/5#.

Cheese, Mozzarella: part skim; loaf shape; 8/6#.

Cheese, Mozzarella: part skims; shredded; sealed bags; 4/5#.

Cheese, Mozzarella: part skim, string; individually wrapped; 1 oz. minimum weight; any pack acceptable.

Cheese, American, Yellow: sliced to 1 oz. slices; pasteurized; pleasing flavor and odor; satisfactory meltability; produced in manufacturing plant approved by Dairy Grading Branch, Dairy Division, AMS, USDA; 4/5 lb.

Cheese, Cheddar, Reduced Fat: sliced to ½ oz slices; fat content 19.2% to 22.9%; moisture 49%; salt content 1.4% to 2%; pasteurized; pleasing flavor and odor; satisfactory meltability; produced in manufacturing plant approved by Dairy Grading Branch, Dairy Division, AMS, USDA.

Cheese, Cheddar, Reduced Fat: shredded; fat content 19.2% to 22.9%; moisture 49%; salt content 1.4% to 2%; pasteurized; pleasing flavor and odor; satisfactory meltability; produced in manufacturing plant approved by Dairy Grading Branch, Dairy Division, AMS, USDA.

Cheese, Mozzarella, Reduced Fat, Frozen: milk fat 10.8% or less; moisture 52% to 60%; pH maximum 5.3; pleasing flavor; free flowing; natural white or light cream color; melts completely; 6/5 lb. shredded.

Chicken, Pulled and/or Diced, Frozen; fully cooked; IQF; ½ diced; dark and white meat; non-marinated; no filler, extenders or mechanically separated chicken; any pack acceptable.

Chicken Nugget, Frozen: grilled; chopped and formed; chicken breast meat 80% to 85%; maximum skin 5% ; VPP up to 10% when rehydrated; VPP to be concentrate; 5 to 6 nuggets to provide 2 oz. M/MA; fully cooked; maximum fat 10 gm; CN labeled to provide 2 oz. M/MA per serving.

Chicken Patty, Breaded, Frozen: fully cooked; IQF; white/dark meat may contain soy concentrate or isolate and/or dried whole egg; no mechanically separated chicken; not to exceed 15 grams of fat; 3 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 1 serving G/B; any pack acceptable.

Chicken Nugget Shaped Patty, Breaded, Frozen: fully cooked; IQF; breast with rib meat; may contain soy concentrate or isolate and/or dried whole egg; no mechanically separated chicken; not to exceed 15 grams of fat; CN labeled for 5 nuggets to provide 2 oz. M/MA and 1 serving of G/B; any pack acceptable.

Chicken Patty, Grilled, Frozen: not breaded; pre-cooked; made from boneless breast from broilers/fryers; no VPP or extenders; skin not to exceed natural proportions; MSP not allowed; 9 gm maximum fat per 2 oz serving; to be CN labeled to provide 2 oz. M/MA per serving; 2 ml or greater low-density sealed poly bag.

Corn Dog, Frozen: fully cooked; beef frankfurter; IQF; not to exceed 15 grams of fat; 4 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 2 servings of G/B; any pack acceptable.

Corn Dog, Frozen; fully cooked; turkey frankfurter, IQF; not to exceed 15 grams of fat; 4 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 2 servings of G/B; any pack acceptable.

Eggs, Frozen: pasteurized; homogenized; yolks and whites in natural proportions; any pack acceptable.

Egg, Scrambled Mix, Frozen: CN labeled to provide 1 meat/meat alternate equivalent per serving; 6/5 lb.

Egg Whites, Frozen: approximately 30# case.

Ground Beef, Frozen; bulk; raw, regular grind; to meet the standards of IMPS #136 (not to exceed 17% fat); fat/lean ratio stated clearly on the box; 40 lb. maximum weight.

Ground Beef Patty, Frozen, Raw: IMPS 1136A; 20% fat with soy isolate in accord with Title 7 210; round shaped; patties separated by wax paper; 3 oz. minimum.

Ham, Chilled: fully cooked; boneless; ham and water product; maximum 25% added ingredients by weight; produced from whole muscle; smoked and cured.

Mozzarella Cheese Sticks, Breaded, Frozen: bake or fry; 3 (approx. 21 grams each) sticks to equal 1 M/MA and 1 serving of G/B; not to exceed 14 grams of fat; any pack acceptable.

Peanut Butter: smooth; stabilized; Reduced fat; U.S. Grade A; 5#.

Pizza, cheese, Component Pack, Frozen: to yield 12-16 pizzas; 24 oz. enriched crust (medium thick), raw, perforated; sauce pouch packed; 12# diced; 50/50 mozzarella/provolone blend; no cheese substitute allowed, pouch packed; not to exceed 11 grams of fat per 8-cut portion; 4.75 oz. minimum weight; to provide 2 oz. M/MA; 3 servings of G/B; and 1/5 cup V/F; 96 servings per case.

Pizza, Frozen: French bread; part skim mozzarella cheese; no cheese substitute; not to exceed 13 grams of fat; 5.5 oz. minimum weight; CN labeled to provide 2 oz. M/MA, 2 servings of G/B, and 1/4 cup V/F; any pack acceptable.

Pizza, Frozen: part skim mozzarella cheese, no cheese substitute; not to exceed 14 grams of fat; 4.85 oz. minimum weight; CN labeled to provide 2 oz. M/MA, 2 servings of G/B and 1/8 cup VF; 96/case.

Roast Beef, Cooked, Ready to serve, Frozen: restructured; cooked to internal temperature of 141F to 145F; dry pack; maximum 10 lb.

Sausage Patty, Raw, Frozen: whole hog sausage (or IMPS 802C); 1 1/2 oz each; patties separated by wax paper; round shape.

Walnuts: pieces; no hull or foreign matter; approximately 5#.

Yogurt, Nonfat: blended; assorted flavors; sweetened with sugar; 75 day shelf life; must contain live and active yogurt cultures; 8 fl. oz; any pack acceptable; list flavors bid.

Vegetables

Beans, Baked, Canned: 6/10.

Beans, Black, Canned; 6/#10.

Beans, Green, Canned: to be packed to U.S. Grade A standard; Blue Lake variety; #3 size; cut; 6/10.

Beans, Pinto, Canned; in brine; no animal fat: 6/#10.

Beans, Pinto, Canned; refried; vegetable oil and seasoning; no animal fat; 6

Beans & Pork, Navy, Canned: Grade A; 6/10.

Broccoli, Frozen: florets; to be packed to U.S. Grade A standard; 12/2-½ lb. only.

Broccoli/Cabbage Coleslaw Mix (for salads), Fresh Cut; sulfite-free; packaged in gas permeable package; code dated; 4/5 lb.

Carrot Sticks, Fresh cut: 3-inch lengths; sulfite free; packaged in gas permeable package; code date; 4/5 lb.

Carrots, Frozen; slices; to be packed to U.S. Grade A standard; ¼ inch thick; maximum diameter 1 inch; 12/2 ½ lb. only.

Celery Sticks, Fresh cut: 3 inch lengths; to be packed to U.S. No. 1 Grade standard; code date; 4/5 #.

Corn, Frozen: whole kernel; golden (yellow); to meet the standard of U.S. Grade A; 20#.

Corn, Whole-kernel, Canned: to be packed to U.S. Grade A standard; golden; vacuum packed; 6/10.

Corn, with Onion, Green and Red Pepper: Frozen: 12/2#.

Lettuce, Iceberg: not wrapped; 24-30 count per carton; U.S. No. 1 Grade standard, 40-lb. net minimum case wt.; growing location to be provided w/ price quote.

Mixed Vegetables, Canned: to be packed to standard of commercial item description A-A-20120A; 6/10.

Mixed Vegetable, Frozen; 5-way mix including corn, green beans, carrots, green peas and lima beans; to meet the standard of U.S. Grade A; 20#.

Mixed Vegetables, Frozen: Italian Blend; zucchini squash, sliced carrots, cauliflower, Italian green beans, and baby lima beans; 20 #.

Mixed Vegetables, Frozen: winter blend; broccoli cuts and cauliflower clusters; 6/5#.

Onions, Dry, Fresh: to be packed to U.S. No. 1 Grade Standard; medium size; Bermuda; 25 lb. bag only.

Peas, Green, Frozen: 3-4 sieve; to be packed to U.S. Grade A standard; 2 ½ lb. packages; 12 per case.

Peas and Diced Carrots, Frozen: to be packed to U.S. Grade A standard; 20 lb.

Peppers, Bell, Fresh: to be packed to U.S. No. 1 Grade standard; medium size; green color; 25 lb.

Potatoes, Dehydrated: instant; mashed; granules; with Vitamin C added; complete with whey; 6/5#.

Potatoes, Dehydrated: white; shredded, any pack acceptable.

Potatoes, French Fries, Frozen: shoe string; oven ready; no animal fat or tropical oils; to meet the standard of US Grade A; any pack acceptable.

Potatoes, French Fries, Frozen; crinkle cut; strip; 3/8; short length; oven ready; to meet the standard of U. S. Grade A; ¼ cup not to exceed 1 gram of fat; any pack acceptable.

Potatoes, Hashed Brown: triangle or square; shredded and formed; oven ready; 2.25 oz. to provide ¼ cup V/F serving; product analysis documenting contribution required; any pack acceptable

Salad Mix, Fresh Cut: product to be made with shredded iceberg lettuce, carrots and cabbage; shredded lettuce uniformly cut 1/8 to ¼ inch widths; sulfite free; packaged in gas permeable package; code dated; 4/5 lb.

Spinach (for salads), Fresh: to be packed to U.S. No. 1 Grade standard; tender Broadleaf; trimmed and washed; eastern 12/10 oz. Packages or western 4/2 ½ lb. packages.

Tomato Paste, Canned: light concentration; 24-28% soluble solids; to be packed to the standard of U.S. Grade A; 6/#10.

Tomato Sauce, Canned: to be packed to the standard of U.S. Grade A; 6/#10.

Tomato, Sauce, Marinara, Canned: medium consistency with particulates of tomato, onion and herb; 6/#10

Tomato Sauce, Pizza, Canned: extra heavy; with basil and ground tomatoes; meatless; 6/#10.

Tomato Sauce, Spaghetti, Canned: medium; meatless; 6/#10.

Tomatoes, Canned, Crushed: peeled; TSS 12% or greater; color, flavor, odor to be equivalent to U.S. Grade A for tomato puree; 6/10.

Tomatoes, Canned: peeled and diced; to be packed to the standard of U.S. Grade B; 6/#10.

Vegetable Blend, Frozen: California; mixture to contain cut broccoli, cauliflower florets, crinkle cut carrots; predominance to be order listed; 12/2 lb.

Miscellaneous

Barbecue Sauce, Portion Pack: cup; minimum 1 oz.; 500-count maximum.

Cake Mix, Chocolate, Dry: made from enriched flour.

Cake Mix, Low Fat; chocolate; complete, add water only; any pack acceptable.

Chocolate Chips: semi-sweet; imitation unacceptable; 10#.

Cocoa: to meet the requirements of CID 20034; Type 11 (cocoa); plastic tub or tin container; 5#.

Cookie Dough, Frozen: portioned; chocolate chip oatmeal; 1.2 oz. minimum weight; not to exceed 4.5 grams of fat; any pack acceptable.

Extract, Vanilla: 4/1 Gal.

Flour: all purpose; enriched; bleached; 25#.

Flour: whole wheat; 50#.

Frosting/Icing for Cake, Dry Mix; complete, add water only; chocolate flavored; any pack acceptable.

Jams and Jellies, Assorted, Portion Pack: minimum 10 grams; any pack acceptable.

Honey, Portion Pack: minimum 9 grams; 200 count.

Hot Sauce, Portion Pack: minimum 7 grams; 500 count.

Ketchup, Portion Pack: poly; to be packed to the standard of US Grade A; minimum 9 grams; 1000 count.

Margarine Based Spread; all vegetable; no lard; 30#.

Mayonnaise, Fat Free, Portion pack: minimum 12 grams, 500 count.

Mayonnaise: Fat Free; 4/1 Gal.

Milk, Low Fat (1%), Flavored; chocolate; Grade A; pasteurized; homogenized; ½ pint.

Milk, Low Fat (1%), Unflavored; Grade A; pasteurized; homogenized; ½ pint.

Mustard, Portion Pack; prepared; minimum 5.5 grams; 500 count.

Mustard; prepared; plastic only; 4/1 Gal.

Oil, Olive: extra virgin; any pack acceptable.

Oil, Salad: canola; 6/1 Gal.

Pickles: Dill; sliced 1/8; crinkle cut; to be packed to the standard of U.S. Grade A; minimum 3000 count per 5 gallon; 5 gallon pail.

Pickles: Dill; sliced 1/8; crinkle cut; to be packed to the standard of U.S. Grade A; 900-960 per gallon count; plastic only; 4/1 gallon.

Pudding, Canned: ready-to-serve; chocolate; low fat; 6/#10.

Pudding and Pie Filling Mix, Dry: instant; chocolate; complete; add water only; any pack acceptable.

Salad Dressing, Buttermilk Ranch, Fat Free, Portion Pack: minimum 12 grams; 200 count.

Salad Dressing: reduced fat; Ranch; 4/1 Gal.

Salad Dressing, Reduced Calorie: Portion Pack; minimum 12 grams; 500 count.

Salad Dressing Mix, Dry: no MSG; Ranch; yield 1 Gal; any pack acceptable.

Salt, Table: iodized; 25#.

Sauce, BBQ: individual portion pack; 100/1 oz.

Sauce Mix, Dry; nacho; low fat; cheese solids as the primary ingredient by weight; not to exceed .68 grams of fat per 1 fl. oz; with jalapenos; mix with water; to yield approx. 1 Gal; any pack acceptable.

Sauce, Picante: medium; chunky consistency; 4/1 Gal.

Sauce, Pico de Gallo: tomatoes as the first ingredient; no MSG; fat free; mild; to be used as a dip, cooking sauce, on sandwiches or as a table sauce with Mexican foods; 4/1 Gal. plastic containers.

Sauce, Sweet and Sour: individual portion pack; 100/1 oz.

Seasoning, Pizza or Spaghetti Sauce; dry; no extenders or MSG; to season approximately 1 gallons sauce; any pack acceptable.

Seasoning, Onion and Herb: salt free; no MSG; approximately 1#.

Seasoning, Taco: 6/9 oz.

Shortening, Solid, for baking; all vegetable, no tropical oils; any pack acceptable.

Soup Base, Beef: no MSG; low sodium; 12/1 lb.

Soup Base: beef; paste; no MSG; 35% cooked beef minimum; 16% sodium and 12% fat maximum; 12/1#.

Soup Base, Chicken: no MSG; low sodium; 12/1 lb.

Sour Cream, Fat-Free; 4/5#.

Spice, Garlic: powder; 19 oz.

Spice, Oregano, Ground: 13 oz.

Sugar, White: granulated; 50#.

Table Syrup, Portion Pack: cup; minimum 1.5 oz; no triangular shaped packets; 100 count.

Sources: [Choice Plus, A Reference Guide for Foods and Ingredients](#), USDA, 1996, and www.tea.state.tx.us/CNP/demo/bidbuilder.cgi