



LUCAS COUNTY OHIO

INVITATION TO BID

FOOD SERVICE

JUVENILE DETENTION CENTER, YOUTH TREATMENT CENTER &  
RE-ENTRY TREATMENT CENTER

14-009P

COUNTY AGENCY

BID NUMBER

JULY 1, 2014 AT 2:00 PM (local time)

DATE AND TIME OF BID OPENING

BIDDER MUST COMPLETE THE FOLLOWING:

NAME OF COMPANY OFFICIAL \_\_\_\_\_

OFFICIAL'S SIGNATURE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE & ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

The Lucas County Board of Commissioners is seeking bids for the **Operation of a Food Service Program for the time period of September 1, 2014 through June 30, 2015 with 4, 1 year renewal options (July - June)**.

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **July 1, 2014 at 2:00 PM (local time)**. All of the sections applicable in the Invitation to Bid shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the Invitation to Bid and sections, the specification in the Invitation to Bid shall take precedence. A Pre-Bid conference is scheduled for **June 24, 2014 at 1:00 PM (local time)**. **Parties are to meet at Lucas County Juvenile Court, 1801 Spielbusch Avenue, Toledo, OH 43604.**

**1.0 Legal Framework**

This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes rising under this ITB and subsequent contract.

**2.0 Bid Opening**

The bid opening is scheduled for **July 1, 2014 at 2:00 PM (local time)**. All sealed bids received after this time and date, for any reason, will be rejected. The opening of the sealed bids will take place at the Lucas County Support Services, Purchasing Division, One Government Center, Suite 480, Fourth Floor, Toledo, Ohio 43604-2247

**3.0 Bid's Bid Bond Requirement**

A bid bond in the amount of **One Thousand Dollars and No Cents (\$1,000.00)** must be included with each bid or be disqualified. The bond is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Lucas County Board of Commissioners identified as the obligee. Bonds will be returned to unsuccessful bidders within thirty days of contract award. Bonds will be returned to the successful bidder within 30 days of receipt of goods.

**4.0 Pre-Bid Conference**

<b>X</b>	Applicable if box is checked
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Detailed questions regarding this Invitation to Bid can be addressed at the Mandatory Pre-Bid Conference held **June 24, 2014 at 1:00 PM (local time)**. **Parties are to meet at Lucas County Juvenile Court, 1801 Spielbusch Avenue, Toledo, OH 43604.** Attendance is mandatory; failure to attend Pre-Bid Conference will disqualify your bid. There will be no written responses to

questions unless research is required, in that instance, written responses will be mailed or sent via fax or e-mail to all bidders along with any and all amendments that are issued to those that attended the Pre-Bid Conference.

**5.0 Prevailing Wage**

<input type="checkbox"/>	Applicable if box is checked
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**Prevailing Wage does not pertain to this ITB.**

**6.0 Administrative Requirements**

By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which this contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

Each bid will be submitted in a clearly marked sealed container or envelope, with the project title, Bid #, date and time of bid opening marked clearly on the outside of the package. If a selected bidder chooses not to submit a bid, the bid should be returned and marked "No Bid" for the project title, Bid #, date and time of bid opening on the envelope or package. All bids must be sent to:

**Lucas County Support Services, Purchasing Division  
One Government Center, Suite 480  
Toledo OH 43604-2247**

The entire set of completed ITB documents must be returned intact and in the following order:

- a. Original completed Request for Bid (ITB) and **one (1) copy**; this includes any amendments applicable to this ITB.
- b. Completed Affidavits: (1) Delinquent Property Tax, (2) Non-Discrimination, (3) Non-collusion, (4) No Findings for Recovery, (5) Compliance Affidavit for Businesses, (6) Transparency Purchasing Policy Disclosure and (7) Sweatfree Affidavit; all signed by your legally authorized representative and notarized.
- c. Bid Bond - Separated from (ITB) and Marked "Bid Bond", your Company's Name, Project Title and Bid Number. **The bid bond is mandatory.** A bidder will be disqualified if the bid bond is not submitted.
- d. The ITB Pricing Response Form completed in its entirety **(Section B)**.

Faxed transmissions of bid are unacceptable. Sealed bids received through the mail after the specified date and time will also be returned.

Lucas County reserves the right to postpone the bid opening for its convenience. Bidders are required to submit firm and fixed prices in the format specified on the pricing sheet **(Section B)**. When there are errors in multiplication or addition in a bid, the

unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will be automatically disqualified.

All bid pricing will be valid for 60 (sixty) calendar days from the bid opening date to permit adequate evaluation of bid responses.

Lucas County may make this award as a whole or on a partial basis, based on the individual bid specifications.

The Board of County Commissioners does not obligate itself to purchase the full quantities indicated and the unit price bid must be effective if purchase is less. Conversely, the Board's requirements may be in excess of the quantities shown and the successful bidder shall be required to furnish all requirements under the specification at the unit price bid for an agreed period of time.

Lucas County does not assume any late payment penalties. No condition will alter this statement.

Ohio Revised Code sections 307.90 and 307.91 permits Lucas County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products or services. Lucas County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful bidder against Lucas County.

Bidders may withdraw their bids at any time prior to the bid opening date. After the bid opening, bidders may only withdraw their bids as provided in Section 9.31 of the Ohio Revised Code. Withdrawal of a bid after a bid opening exposes a bidder to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest bidder. Bidders failing to respond to all requirements specified in this ITB may result in the rejection of the bid.

Questions regarding the specifications outlined in this ITB should be directed in writing to:

Lynn DiPierro	Email: ldipierr@co.lucas.oh.us
Support Services Manager	Voice: (419) 213-4509
One Government Center	Fax: (419) 213-4533
Suite 480	
Toledo OH 43604	

Bidders should carefully review all elements of their bids. Once opened, bids may not be altered. Each response in regard to this ITB shall be completed, self-contained and meet the requirements of the ITB. The County may initiate clarifications after the bid opening. However, these clarifications will not constitute an alteration of the bid submitted.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the Bidder in interpreting the bid requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the successful Bidder will be required to furnish the particular item referred to in the bid specifications unless a departure or substitution is clearly noted and described in the proposal shown to be compatible with the specifications and accepted by the Board. Lucas County reserves the right to be the sole judge of suitability and fitness of the product bid.

Any deviations from the specifications must be clearly detailed on the exception form. **(Section C)**

If any items being bid have an expiration date, items delivered cannot be expired and must carry a good date for at least 6 (six) months after receipt.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Vendor would foresee additional charges/fees, bidder must include that information on the attached exception form.

All materials in the bid will become the property of Lucas County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43.

Additional information, such as brochures, glossies and or promotional materials, is to be provided in a separate section at the back of the response.

**6.1 Additional Administrative Requirements - Compliance with Support Order (s)**

Financial responsibility, integrity, and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem, which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders must submit the completed "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or

agency ordered child support of any individuals of the company who have twenty-five (25%) percent or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's /contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, (419) 213-3106, regarding this requirement should they have questions.

**7.0 Contract Administration**

The Lucas County Purchasing Department will administer the contract.

**8.0 Bid Evaluation Criteria and Award**

An award will be made to the provider who is considered lowest and best bid for the County's needs.

Lucas County Board of Commissioners reserves the right to reject any and all bids, to waive minor technicalities and to request a re-bid through the bid process. Lucas County reserves the right to conduct site visits of proposed facilities (at County expense) to determine capability of the bidder to perform.

**9.0 Bid Alterations, Amendments, and Alternate Bids**

No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by the Lucas County Purchasing Department to all bidders that have received an ITB.

During the bid process, bidders may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents. Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids but no later than 5 (five) business days prior to the bid opening. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning the ITB will be furnished promptly to all other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

**10.0 Equal Opportunity Provisions Required**

All bidders must be willing to enter a contract containing the express language contained in Section 125.111 of the ORC, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.

All bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such bidder shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

#### 11.0 Insurance Requirements

If bid specifications require performance of labor for Lucas County, seller must agree to indemnify and protect Lucas County against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the performance of this contract, by seller, its servants, employees agents or representatives. Prior to issuance of purchase order, the successful bidder must furnish an Insurance Carrier's Certificate showing that the seller has adequate worker's compensation, public liability, and property damage insurance coverage in accordance with the "County of Lucas Contractor Insurance" page of the bid document.

**12.0 Contract Term and Extension**

The successful bidder's Support Services and Implementation Work Plan submission may define the term of the resulting contract. The exact contract commencement date, completion date, and option periods will be set forth in the contract and resolution approving the contract as adopted by the Lucas County Board of Commissioners. The term of this contract will be for the time period of **September 1, 2014 through June 30, 2015 with 4, 1 year renewal options (July - June)**.

**13.0 Invoices**

The bidder will be required to submit invoices in triplicate (one original and two copies) to the "invoice to" address identified in the purchase order used to issue orders against this contract. The bidder's Federal Tax Identification Number should appear on all statements and invoices.

Invoices must include the following:

Name and address of bidder  
Invoice remittance address as designated in the contract & description including:

Billing period  
Location  
Unit Code (must match bid)  
Calculated extended cost  
Description of item purchased  
P. O. or Contract #

**14.0 Assignment/Subcontractor**

Neither the contract nor any rights, duties or obligations described herein will be assigned by either party hereto without prior express, written consent of the other party. The contract will be made pursuant to the bid submitted by the bidder. The contract will be based on the bidder's qualifications and responsibilities. The bidder will not sublet or assign the contract nor shall any subcontractor commence performance of any part of the work included in the resulting contract, without the previous written consent of Lucas County.

**15.0 Taxes**

Lucas County does not pay local, state or Federal taxes. If requested, the bidder will be furnished with an exemption certificate.

**16.0 Permits/Codes**

The selected bidder is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or

exceed minimum standards covered by the current applicable code(s) or bidder shall have obtained a legal waiver.

**17.0 Compliance with the Law**

The bidder must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this ITB including applicable state and Federal laws regarding drug-free work places. The bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other taxes or payroll deductions required for all employees engaged by the bidder in the performance of the work specified in this ITB.

**18.0 Pricing**

Bidders are expected to quote firm and fixed prices on a per unit basis, in the format specified in **(Section B)**. The successful bidder will not change the unit price or the scope of work during the contract period or any extension periods, however, should the bidder receive a decrease in overall costs associated with the commodity, this provision shall allow for modification of the existing contract to decrease the price.

Bidders must utilize pricing forms supplied in this document contained with **(Section B)**.

It is the County's intent to establish a contractual arrangement for specified commodity or service. Any services not specifically named on the pricing pages are to be named and priced on Additional Response Area **(Section C)**. Additional pricing may be submitted on subsequent pages so long as presented in a manner consistent with supplied format.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Bidder would foresee additional charges/fees, the bidder must include that information on the exception sheet found in **(Section C)**.

**19.0 Termination for Convenience**

Lucas County reserves the right to terminate the resulting contracts for its convenience by giving the bidder 30 (thirty) days written notice. Lucas County reserves the right to terminate during the contract period or any subsequent renewal period.

**20.0 Termination for Default**

Lucas County may terminate the contract at any time the bidder fails to carry out its provision under the terms and conditions of the specified contract after issuance of a cure notice. The bidder will have thirty days after notice of required improvement

to make necessary corrections. If, after such notice, the bidder fails to remedy the conditions, Lucas County will issue an order to stop work immediately and terminate the contract without obligation.

**21.0 Non-Acceptance Criteria for Work, Materials and Service**

No certificate of payment, no provision in the bidding documents, or any partial shipment of materials or entire occupancy of government shall constitute an acceptance of work, materials or service not done or provided in accordance with the contract documents, or relieve the bidder of liability for any express or implied warranties or responsibility for faulty materials or workmanship. The bidder shall remedy any defects in the work, material or service and pay for any other resulting damage to other work, material or equipment which appears within one year of final acceptance of the work, materials, or service unless a longer period is elsewhere specified. Nothing stated herein should relieve the bidder of common law liability for latent defects, which may appear after the expiration of the warranty period.

**22.0 Performance Requirements**

The delivery of any material, equipment, or the performance of any service that does not conform in all respects to the specifications will be rejected and the Board of Commissioner's representative and reasons for the rejection shall notify the Bidder. If the Bidder fails to make immediate replacement of such rejected material, equipment or service meeting the specifications, the Board of Commissioners will procure in the open market materials, and equipment, or hire labor of the quality required to meet the specifications up to the value rejected and the Bidder and his surety shall be liable to the Board of Commissioners for the total costs of the correction. The Board of Commissioner's performance of the work, when the Bidder is not doing the work in accordance with the specifications of the contract, shall result in a claim against the bidder for all costs and damages which will be allowed by reason of such non-performance.

If the Bidder defaults or neglects to carry out the work in any respect in accordance with the contract documents and fails to correct the default, except where an extension of time is granted in writing by the County, the County upon written notice to the Bidder may, without prejudice to any other remedies the County may have, make the correction required. If the default or neglect results in a threat to the safety of persons or property, the Bidder must immediately commence to correct such default or neglect upon written or oral notice.

**23.0 Indemnification**

The Bidder awarded this contract shall assume the defense of, indemnify, and save harmless the County or any authorized political subdivision receiving services under this contract from

any claims or liabilities of any type or nature to any person, bidder, or corporation arising in any manner from the bidders performance of the work required under this contract and shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

**24.0 Non-Appropriation of Funds**

Bidders are advised that although the term of this contract may span several fiscal years, this contract is contingent upon the County budgeting and appropriating the funds necessary for the continuation of this contract in the current year. In the event that the funds necessary for the continuation of this contract are not approved for expenditure in any year, this contract shall terminate on the last day of the fiscal year in which funding was approved, with no penalty to the County.

**25.0 Co-Op Opportunities**

ORC 9.48 allows any county to participate in contracts of other counties or townships in the acquisition of equipment, materials, supplies or services using the same terms, conditions and specifications and same or lower price.

Lucas County may permit authorized counties, townships or municipalities here after referred to as political subdivisions, to participate in contracts that Lucas County has entered into for the purchase of certain supplies, services, materials and equipment. Upon contract award, authorized political subdivisions are approved to order directly with the supplier. All invoices for such purchases must be sent directly to the ordering political subdivisions' billing address. Under no circumstances is Lucas County obligated to that political subdivision's financial commitments.

COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, sickness or disease or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificate of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK naming OWNER as additional insured. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 Comprehensive General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured the OWNER. If excluded from CONTRACTOR'S standard coverages, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "Third Party Beneficiary" and (3) "Collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the CONTRACT. Insurance should be placed with a carrier with an AM Best Rating of at least an A-.

The types and **minimum** limits of insurance shall be as follows:

Commercial General Liability Insurance -  
General Aggregate Limit - \$2,000,000  
Products-Completed Operations-

Aggregate Limit - \$2,000,000  
Personal and Advertising  
Injury Limit - \$1,000,000  
Each Occurrence Limit - \$1,000,000  
Comprehensive Automobile Liability  
Bodily Injury & Property Damage Liability Limit  
Each Occurrence - \$1,000,000

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY

Relative to any and all claims, losses, damages, liability and costs, the CONTRACTOR agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the CONTRACTOR or its employees.

22.2 NON-PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (hereinafter "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the CONTRACTOR, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, any subCONTRACTOR(s) of the CONTRACTOR, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph 22.2. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

22.3 It is expressly understood and 'agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the CONTRACTOR, and any subCONTRACTOR(s) of the CONTRACTOR, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR hereby expressly waives the immunity provided to CONTRACTOR by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against CONTRACTOR in those instances.

22.4 If the CONTRACTOR subcontracts with the County, the CONTRACTOR shall require its subCONTRACTORS to indemnify the County of Lucas in accord with Article 22.

22.5 CONTRACTOR Responsible - The CONTRACTOR expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the CONTRACTOR and/or its subCONTRACTORS.

**THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:**

- DESCRIPTION OF THE PROJECT AND LOCATION: you may use a generalized listing of the duties to be performed under this certificate of insurance. Example: "Projects Executed for the Board of Lucas County Commissioners."
- CERTIFICATE HOLDER: Board of Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2247.

**SECTION A - AFFIDAVITS**

DELINQUENT PERSONAL PROPERTY TAX STATEMENT  
(O.R.C. Section 5719.042)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ was / was not charged with delinquent  
(NAME OF COMPANY) (CIRCLE ONE)

Personal Property Taxes by the Lucas County Auditor.

**(If Personal Property Taxes are delinquent, complete the following section)**

The amount of delinquent Personal Property Taxes due Lucas County is  
\_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

(Date) \_\_\_\_\_

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that  
(Name)

he/she is \_\_\_\_\_ of \_\_\_\_\_ the party  
(Title) (Company)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Company/Corporations)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip Code)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Notary)

My Commission Expires:

\_\_\_\_\_  
(Date)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

\_\_\_\_\_ being first duly SWORN, deposes and says that he is the \_\_\_\_\_ or authorized representative of \_\_\_\_\_ or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Lucas or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

\_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_  
(Affiant Title)

SWORN to before me and subscribed in my presence  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Date) (Month) (Year)

\_\_\_\_\_  
(Notary Public)

(SEAL)

My Commission Expires

\_\_\_\_\_  
(Date)

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ has / has no unresolved  
(NAME OF COMPANY) (CIRCLE ONE)  
finding for recovery from the State Auditor per Ohio Revised Code  
Section 9.24.

**(If there is unresolved finding for recovery from the State Auditor ,  
complete the following section)**

The amount of unresolved finding for recovery due the State Auditor is  
\_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

\_\_\_\_\_

**Additional Administrative Requirements  
Compliance with Support Order(s)**

Financial responsibility, integrity and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders **must submit** the **completed** "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five percent (25%) or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's/contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, 419-213-3106, regarding this requirement should they have questions.





LUCAS COUNTY SWEATFREE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Entity) (Type of Product or Service)

to be let by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Sweatfree Procurement Policy and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. Name, physical address, phone number and contact persons for each production facility that will be involved in the production of goods or the provision of services.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I have personal knowledge of the information contained in section 1 or I have obtained such information from any resale entity.

3. I understand my obligation to ensure that all applicable production facilities adhere to the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy.

4. I understand that if Lucas County, the State and Local Sweatfree Consortium, and/or an independent monitor find any of the production facilities listed above to be out of compliance with any of the provisions of Section IV of the Lucas County's Sweatfree Procurement Policy, and I fail to take all reasonable steps as specified by and/or its designee(s), I will be deemed out of compliance with the sweatfree code of conduct as defined in the Lucas County Sweatfree Procurement Policy.

5. I have furnished a copy of the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy to each production facility named in paragraph 1 and to each relevant subcontractor and I have instructed each subcontractor to furnish the code of conduct to each relevant production facility.

**BIDDER:**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn to before me and subscribed in my presence by the above named person this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**SECTION B - SPECIFICATIONS & PRICING**

## Lucas County Juvenile Court

### Request for Proposals Food Service Vendor

#### A. Intent

This solicitation is for the purpose of entering into a contract with the Lucas County Board of Commissioners for the operation of a food service program for the Lucas County Juvenile Detention Center, 1801 Spielbusch Avenue, Toledo, Ohio 43604; the Lucas County Youth Treatment Center, 225 11th Street, Toledo, Ohio 43604; and the Lucas County Re-Entry Treatment Center, 1709 Spielbusch Avenue, Suite 200, Toledo, Ohio 43604, hereinafter referred to as the COUNTY.

The bidder/offeror Food Service Management Company (BIDDER) will be referred to as the BIDDER. The contract will be between the BIDDER and the Lucas County Board of Commissioners.

B. Procurement shall be executed through sealed bids. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 C.F.R. 3016. The COUNTY must share with prospective bidders sufficient information to make this a meaningful bid including monthly claim reimbursements from previous years and catering activities. **Please note:** catering activities are outside of the fee structure of this contract.

C. The COUNTY shall provide the RFP at least ten (10) working days prior to the pre-bid meeting.

#### D. Pre-bid Meeting

A meeting with interested bidders/offerors to review the specifications, to clarify any questions, and for a walk-through of the facilities with COUNTY officials will be on June 24, 2014, at 1:00 P.M.; Location: Lucas County Juvenile Court. Attendance is **required**. Vendor presentations **will not** be scheduled at this time. The pre-bid meeting is during normal food service operation hours in order to provide interested bidders/offerors the optimal information needed to make a competitive bid.

#### E. Bid/Proposal Submission and Award

1. This sample contract is provided by the Ohio Department of Education, Office for Child Nutrition (hereinafter referred to as the State Agency) for use by school food authorities (SFAs) initiating a new fixed fee contract with a food service management company (BIDDER). In accordance with 7 CFR 210.19, all costs resulting from contracts that do not meet the requirements of Part 210 are unallowable nonprofit school food service account expenses. When the COUNTY fails to incorporate State Agency required changes to solicitation or contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.
2. The COUNTY must submit the bid document to the State Agency for approval and receive written approval from the State Agency prior to publicly posting the bid. Additionally, the COUNTY must provide a copy of the contract to the State Agency for approval and receive written approval from the State Agency prior to full execution of the contract.
3. The COUNTY must maintain the following procurement documents and provide them to the State Agency if requested: 1. newspaper advertisement with date of publication; 2. list of bidders that received the solicitation/contract documents and all addenda issued (include date mailed/delivered); 3. a list of bidders in attendance at the pre-bid meeting along with a written copy of all questions with answers posed from the meeting (provided to all potential bidders); 4. correspondence from bidders opting not to bid (or phone call documentation).

4. 7 CFR 210.19 requires the State Agency to annually review each contract between any COUNTY and BIDDER to ensure compliance with program regulations. Regulations require the State Agency's approval of each contract renewal year amendment before the contract is executed.
5. Contracts between a COUNTY and BIDDER shall be of duration no longer than one year with the option for yearly renewal not to exceed four additional years. State Agency is not a party to any contractual relationship between a COUNTY and a BIDDER. State Agency is not obligated, liable, or responsible for any action or inaction taken by a COUNTY or BIDDER based on this sample contract. State Agency's review of the contract is limited to assuring compliance with federal and state procurement requirements. The State Agency does not review or judge the fairness, advisability, efficiency of fiscal implications of the contract.
6. State Agency is not a party to any contractual relationship between a COUNTY and a BIDDER. The State Agency is not obligated, liable or responsible for any action or inaction taken by a COUNTY or BIDDER based on this sample contract.
7. Sealed bids/proposals are to be submitted to:

Name of Agency:	Lucas County Juvenile Court
Mailing Address:	1801 Spielbusch Avenue
City:	Toledo
State/Zip:	Ohio 43607

8. Public bid opening time and date will be announced in the advertisement issued by the Lucas County Purchasing Department. Bids/proposals will not be accepted after the submission deadline. Bid/proposal is to be submitted in a sealed envelope marked ***Food Service Management Bid***. **Any bid/proposal after the exact time specified for receipt will not be considered.**
9. The COUNTY reserves the right to reject any or all bids/proposals if deemed to be in the best interest of the COUNTY.
10. To be considered, each bidder/offeror must submit a complete response to this solicitation ***using the forms provided***. No other documents submitted with the contract will affect the contract provisions, and there may be no modification to the contract language.
11. Award shall be made to the qualified and responsible bidder/offeror whose bid/proposal is responsive to this solicitation. A responsible bidder/offeror is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
12. Bidders/offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids/proposals; failure to do so will be at the bidder's/offeror's own risk, and he or she cannot secure relief on the plea of error. The COUNTY is not liable for any cost incurred by the bidder/offeror prior to the signing of a contract by all parties. Paying the BIDDER from the Child Nutrition Program (CNP) funds is prohibited until the contract is signed.

If additional information is required, please contact (person) Kendra Kec, Assistant Court Administrator, Lucas County Juvenile Court, at 419-213-6712.

#### F. Late Bids/Proposals

Any bid/proposal submitted after the exact time specified for receipt will not be considered.

#### G. Final Contract

Once the contract is approved by the State Agency and signed by all local parties, any changes or amendments are not valid unless approved in writing by the State Agency prior to contract execution.

## Standard Terms and Conditions

### I. Scope and Purpose

A. **Duration of Contract.** This contract shall be for a period of up to ten months, beginning on September 1, 2014 and ending on June 30, 2015, with up to four 1-year renewals with mutual agreement between the COUNTY and the BIDDER.

B. The BIDDER shall operate in conformance with the COUNTY's Permanent Agreement/Policy Statement with the State Agency.

The COUNTY must check only the program(s) to operate. The programs listed here should agree with those listed in Attachment K. If a program is added later (i.e., a breakfast program), the appropriate procurement procedures must be followed. (Reference Item B on page 7.)

National School Lunch Program (NSLP)

A la carte Sales

School Breakfast Program (SBP)

Adult Meals

After School Care Snack Program (ASCSP)

Catering

Summer Food Service Program (SFSP)

Contract Meals

Special Milk Program (SMP)

Vending/Concessions

C. The BIDDER, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the COUNTY in Attachment J.

D. The BIDDER shall be an independent contractor and not an employee of the COUNTY. The employees of the BIDDER are not employees of the COUNTY.

E. The food service provided shall be operated and maintained as a benefit to the COUNTY.

F. All income accruing as a result of payments by children and adults, federal reimbursements, and all other income from sources such as donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in the COUNTY's nonprofit food service account. Any profit or guaranteed return shall remain in the COUNTY's nonprofit food service account. The COUNTY and the BIDDER agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR 210.16(c) and 7 CFR 3016.

G. The COUNTY shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the state agency and USDA regarding each of the Child Nutrition Programs covered by this contract.

H. The COUNTY shall retain control of the Child Nutrition Program nonprofit food service account and overall financial responsibility for the Child Nutrition Program.

I. The COUNTY shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte sales (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)

J. The BIDDER shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by the COUNTY. The COUNTY will be charged the meal equivalent rate as specified below. USDA donated foods shall not be used for these special functions unless the COUNTY's students will be primary beneficiaries.

The COUNTY may request of the BIDDER additional food service programs; however, the COUNTY reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the COUNTY's regularly scheduled lunch or breakfast periods, provided such is not prohibited by federal program regulations.

K. The BIDDER shall cooperate with the COUNTY in promoting nutrition education and coordinating the COUNTY's food service with classroom instruction.

L. The BIDDER shall comply with the rules, regulations, policies, and instructions of the state agency and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 220, 245, 250, 3016, 3017, 3018, 3019; 7 CFR Part 225 (SFSP), if applicable.

M. Computation of Lunch Equivalency Rate (LER) for a la carte sales is **NOT APPLICABLE TO THIS RFP**. The computation below for computation of LER is only a model. COUNTYs are encouraged to use this criterion as a minimum in computing the LER and should establish the rate based on other district criteria in efforts to promote reimbursable meals over a la carte sales.

- 1. Current Year Federal Free Rate of Reimbursement: \$ \_\_\_\_\_
- 2. Current Year State Match Reimbursement Rate: \$ \_\_\_\_\_
- 3. Current Year Value of USDA Entitlement Donated Foods: \$ \_\_\_\_\_

**Total Lunch Equivalency Rate: \$ \_\_\_\_\_ (total of 1+2+3)**  
**(Divide this total into the total a la carte sales-place this number on line 4 on page 56)**

N. The BIDDER shall provide staff to manage the food service operations and supervise all employees employed therein.

O. The BIDDER's bid price is to be declared on the Bid Summary (page 56).

P. Procurement/Payment Terms/Method: The BIDDER shall invoice COUNTY at the end of each month for amounts due based on on-site records. The COUNTY shall make payments within thirty (30) business days of the invoiced date. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable. This sample specifies the meal fee structure as a maximum flat fee per meal. The maximum flat fee per meal includes the allowable direct costs of the preparation and service of the reimbursable meals including food, labor, and other expenses.

The final contract must be approved by the State Agency prior to execution. Any amendment of this contract must be approved by State Agency prior to execution.

**Fixed Fee Bid** – the BIDDER will be paid at a fixed rate per meal/lunch equivalent. The COUNTY must determine and receive the full value of USDA donated foods; i.e., credits or reductions. The BIDDER is responsible for reporting this monthly to the COUNTY. Adjustments may be accomplished on the monthly invoice from the BIDDER or by an annual adjustment as determined by the COUNTY. The method of determining the donated food values that will be used in crediting in accordance with 7 CFR 250.51(c), or the actual donated food values must be included in the bid and contract documents.

The fixed price per meal/lunch equivalent may be subject to an annual escalator provision as stipulated in this contract by the COUNTY. Adjustment factors may include changes in federal reimbursement rates, changes in third-party cost or price indices.

**To be completed by the COUNTY (if applicable). Please check the Consumer Price Index website at <http://www.bls.gov/cpi>**

Annual Escalator Adjustment Factor: Consumer Price Index for All Urban Consumers (CPI-U)

**Award Criteria:** Example criteria are listed below. The COUNTY may use its own criteria as long as the most heavily weighted factor is cost.

Proposals will be evaluated by a committee against the following criteria with assigned weights in the following categories. Each area of the award criteria must be addressed in detail in the proposal. The COUNTY must assign the weights for the criteria.

<b>Weight</b>	<b>Criteria</b>
__50__ points	Cost
__10__ points	Experience, References
_____ points	Innovation
_____ points	Involvement of Students, Staff and Patrons
__30__ points	Menu and Portion Sizes (if the 21 day cycle menu is developed by the BIDDER)
__10__ points	On-site Manager
_____ points	Promotion of the School Food Service Program
<b>TOTAL: 100</b> points	

- Q. The BIDDER shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' *Individual Educational Plans (IEPs)* or 504 Plans and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.
- R. The COUNTY will make the final determination of the opening and closing dates of all sites, if applicable.
- S. Gifts from BIDDER: The COUNTY's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors.

## II. Designation of Program Expenses to be completed by COUNTY

- A. The BIDDER guarantees to the COUNTY that the bid meal rate for each reimbursable school meal shall include the expenses as designated under Column I. The BIDDER shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.
- B. The COUNTY shall pay those expenses as designated under Column II.

DESCRIPTION	COLUMN I (BIDDER)	COLUMN II (COUNTY)
<b>LABOR:</b>		
Managers and/or Supervisors	X	
Full and Part-time Workers	X	
Monitors	X	
<b>EMPLOYEE BENEFITS:</b>		
Life Insurance	X	
Medical/Dental Insurance	X	
Retirement Plans	X	
Social Security	X	
Vacation	X	
Sick Leave	X	
Holiday Pay	X	
Uniforms	X	
Tuition Reimbursement	X	
Labor Relations	X	
Unemployment Compensation	X	
Workers Compensation	X	
Processing and Payment of Payroll	X	
<b>FOOD:</b>		
USDA Donated Foods		X
State Agency Handling and Processing Charges		X
Direct Diversion Charges		X
Commercial Distribution Charges		X
<b>OTHER EXPENSES:</b>		
Accounting	X	
Bank Charges	X	
Data Processing	X	
Recordkeeping	X	
Processing and Payment of invoices	X	
Equipment – Major		X
Original Purchase		X
Routine Maintenance		X
Major Repairs		X
Replacement		X

DESCRIPTION	COLUMN I (BIDDER)	COLUMN II (COUNTY)
Equipment-Expendable (trays, tableware, glassware, utensils)	X	
Original Purchase	X	
Replacement	X	
Cleaning/Janitorial Supplies	X	
Insurance	X	
Liability Insurance	X	
Insurance on Supplies/Inventory	X	
Laundry and Linen	X	
Office Materials	X	
Paper/Disposable Supplies	X	
Pest Control		X
Postage	X	
Printing	X	
Product Testing	X	
Promotional Materials	X	
Taxes and License	X	X (Toledo-Lucas County Health Department food service license only)
Telephone (land lines)		X
Local		X
Long Distance		X
Medium of Exchange for point of service counts	X	
Training	X	
Transportation of meals	X	
Trash Removal		
From Kitchen	X	
From School Premises		X
Travel	X	
Required	X	
Requested	X	
Utilities		X
Vehicles	X	

### III. Signature Authority

- A. The COUNTY shall retain signature authority for the application/agreement, free and reduced-price policy statement, and programs indicated in Section I, Item B on page 9 and the monthly claim for reimbursement. (Reference 7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5))

#### iv. **Free and Reduced Price Meals Policy**

- A. The COUNTY shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster. The BIDDER may act as an agent for the COUNTY to facilitate these processes.
- B. The BIDDER shall implement an *accurate point of service* count using the counting system submitted by the COUNTY in its application to participate in the Child Nutrition Program and approved by the State Agency in the annual contract between the COUNTY and State Agency for the programs listed in Section I, Item B on page 9, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced price eligible students under USDA Regulation 7 CFR 245.8.
- C. The COUNTY shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced Price Meals, Direct Certification and determination of eligibility for free or reduced price meals. The BIDDER may act as an agent for the COUNTY related to these responsibilities.
- D. The COUNTY shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
- E. The COUNTY shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations. The BIDDER may act as an agent for the COUNTY related to these responsibilities.

#### v. **USDA Donated Foods**

- A. Any USDA donated foods received (when the foods arrive at the school kitchen, COUNTY storage facility, or BIDDER storage facility in either raw form or in processed end products) by the COUNTY and made available to the BIDDER must accrue solely to the benefit of the COUNTY's nonprofit school food service and SFSP programs, if applicable, and shall be fully utilized therein. The BIDDER shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the COUNTY.

Year-end reconciliation shall be conducted by the COUNTY to ensure and verify correct and proper credit has been received for the full value of all USDA donated foods used by the BIDDER during the fiscal year. The COUNTY reserves the right to conduct commodity credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.

- B. The COUNTY shall retain title to all USDA donated foods.
- C. Based on actual bulk USDA donated foods received, it may be necessary for the BIDDER to make adjustments to the COUNTY at the end of the school year. The COUNTY is responsible for assuring adjustments are made. The COUNTY must receive all discounts or rebates for USDA donated food purchases made on its behalf. All refunds received from processors must be retained by the nonprofit COUNTY account.

The BIDDER must credit the COUNTY for the value of all USDA donated foods received for use in the COUNTY's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a);

The BIDDER shall provide the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA donated foods has been credited;

The method of determining the donated food values that will be used in crediting in accordance with 7 CFR 250.51(c), or the actual donated food values must be included in the bid and contract documents.

The BIDDER shall be responsible for activities related to USDA donated foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250;

The BIDDER will use all USDA donated ground beef and ground pork products, and all processed end products, without substitution, in the COUNTY's food service;

The BIDDER will use all other USDA donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA donated foods, in the COUNTY's food service;

The procurement of processed end products on behalf of the COUNTY, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or COUNTY processing agreements, and will ensure crediting of the COUNTY for the value of USDA donated foods contained in such end products at the processing agreement value;

The BIDDER will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;

The BIDDER will comply with the storage and inventory requirements for USDA donated foods;

The distributing agency, sub-distributing agency, or COUNTY, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the BIDDERS food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA donated foods;

The BIDDER will maintain records to document its compliance with requirements relating to USDA donated foods, in accordance with 7 CFR 250.54(b);

Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA donated foods.

- D. The BIDDER shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.
- E. The BIDDER shall accept and use USDA donated foods in as large quantities as may be efficiently utilized in the COUNTY's nonprofit food service, subject to approval of the COUNTY. The COUNTY shall consult with the BIDDER in the selection of USDA donated foods; however, the final determination as to the acceptance of USDA donated foods must be made by the COUNTY.
- F. The BIDDER is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA donated foods. Failure by the BIDDER to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of USDA donated foods.

## **VI. Food Safety**

- A. The COUNTY shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the BIDDER preparing or serving meals at any COUNTY facility.
- B. The BIDDER shall maintain state and/or local health certifications for any facility outside the COUNTY in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.

## **VII. Meals**

- A. The BIDDER shall serve meals on such days and at such times as requested by the COUNTY.
- B. The COUNTY shall retain control of the quality, extent, and general nature of the food service.

- C. The BIDDER shall offer free, reduced price, and full price reimbursable meals to all eligible children participating in the programs indicated in Section I, Item B on page 9.
- D. In order for the BIDDER to offer a la carte sales food service, the BIDDER must offer free, reduced price, and full price reimbursable meals to all eligible children.
- E. The BIDDER shall provide meals that meet the Food-Based Menu Planning Approach. Specifications of the National School Lunch Program and School Breakfast Program meal requirements are found on page 57 of this document.
- F. The BIDDER shall promote efforts to increase participation in the child nutrition programs.
- G. The BIDDER shall provide the specified types of service in the schools/sites listed in the Attachments, which are part of this contract.
- H. The BIDDER shall sell on the premises only those foods and beverages authorized by the COUNTY and only at the times and places designated by the COUNTY.
- I. No payment will be made to the BIDDER for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the COUNTY for each food component in the meal pattern, or do not otherwise meet the requirements of this contract.
- J. Adult meal charges must be established in accordance with FCS Instruction 782-5, Pricing of Adult Meals in the National School Lunch and School Breakfast Programs. Pricing of adult meals must include overall cost of the lunch including the value of any USDA entitlement and bonus donated foods used to prepare meals.

## **VIII. Books and Records**

- A. The BIDDER shall maintain such records (supported by invoices, receipts, or other evidence) as the COUNTY will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the COUNTY no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. The COUNTY shall perform edit checks on the participation records provided by the BIDDER prior to the preparation and submission of the claim for reimbursement.
- B. The BIDDER shall maintain records at the COUNTY to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
- C. The BIDDER shall provide the COUNTY with a year-end statement.
- D. Books and records of the BIDDER pertaining to the contract shall be made available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the COUNTY and/or any state or federal representatives and auditors. If audit findings regarding the BIDDER's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR 210.9(b)(17), 7 CFR 3016.36(I)(10), and 7 CFR 3019.48(d))
- E. The BIDDER shall not remove federally required records from COUNTY premises upon contract termination.

## IX. Employees

- A. The COUNTY must designate if **CURRENT** COUNTY employees, including site and area managers as well as any other staff, will be retained by the COUNTY or be subject to employment by the BIDDER. This must agree with the information reported on Attachment A and Attachment B on pages 32 and 33. **THIS ITEM IS NOT APPLICABLE TO COUNTY.**

Employee retained by:  COUNTY (See Attachment A)

BIDDER (See Attachment B)

Both COUNTY and BIDDER

- B. The BIDDER shall provide the COUNTY with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on Attachment B on page 33. Specific locations and assignments will be provided to the COUNTY two full calendar weeks prior to the commencement of operation.
- C. The COUNTY shall have final approval regarding the hiring of the BIDDER's site manager.
- D. The BIDDER shall comply with all wage and hours of employment requirements of federal and state laws. The BIDDER shall be responsible for supervising and training personnel, including COUNTY-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of BIDDER management staff, except the site manager. The BIDDER shall also be responsible for the hiring and termination of non-management staff who are employees of the BIDDER.
- E. The BIDDER shall provide Workers' Compensation coverage for all its employees.
- F. The BIDDER shall instruct its employees to abide by the policies, rules, and regulations with respect to use of COUNTY's premises as established by the COUNTY and which are furnished in writing to the BIDDER.
- G. Staffing patterns, except for the site manager, shall be mutually agreed upon.
- H. The BIDDER shall not be responsible for hiring employees in excess of the number required for efficient operation.
- I. The COUNTY shall provide sanitary toilet and hand washing facilities for the employees of the BIDDER.
- J. The COUNTY may request in writing the removal of any employee of the BIDDER who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws.
- K. In the event of the removal or suspension of any such employee, the BIDDER shall immediately restructure the food service staff without disruption of service.
- L. All COUNTY and/or BIDDER personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.
- M. The COUNTY will require the BIDDER to perform a criminal background check on any of the BIDDER employee that will be working at the COUNTY and disclose results to the COUNTY.

## **x. Monitoring**

- A. The COUNTY shall monitor the food service operation of the BIDDER through periodic on-site COUNTY school building visits to ensure that the food service is in conformance with USDA program regulations. (Reference 7 CFR 210.16) Further, if there is more than one school site, there is an additional requirement that the COUNTY conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.
- B. The records necessary for the COUNTY to complete the required monitoring activities must be maintained by the BIDDER under this contract and must be made available to the Auditor General, USDA, the state agency, and the COUNTY upon request for the purpose of auditing, examination, and review.
- C. The COUNTY, as a SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

## **xi. Use of Advisory Group/Menus**

- A. The COUNTY shall establish and the BIDDER shall participate in the formation, establishment, and periodic meetings of the COUNTY advisory board composed of student, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8))
- B. Check the appropriate box below.
  - The BIDDER will complete menu cycles for all programs.
  - The COUNTY will complete menu cycles for all programs.
- C. The BIDDER must comply with the 21-day menu cycle and specifications (Attachment L & M) developed for the NSLP. The BIDDER must also comply with the menu cycles as specified by the COUNTY for the SBP (Attachment N), ASSP (Attachment O), and SFSP (Attachment P). Any changes made by the BIDDER after the first initial menu cycle for the NSLP, SBP, ASSP, and/or SFSP may be made only with the approval of the COUNTY. The COUNTY shall approve the menus no later than two weeks prior to service. (Reference 7 CFR 210.16(b)(1)).

## **xii. Use of Facilities, Inventory, Equipment, and Storage**

- A. The COUNTY will make available, without any cost or charge to the BIDDER, area(s) of the premises agreeable to both parties in which the BIDDER shall render its services.
- B. The COUNTY may request of the BIDDER additional food service programs; however, the COUNTY reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Program. Any additional food service that is a substantive change to the contract which involves a total cost of \$150,000 or more must be approved by State Agency and be competitively procured.
- C. Prior to the start of initial operations, the BIDDER and the COUNTY will take a beginning inventory of all usable food, supplies, and USDA donated foods on the premises. The BIDDER will utilize such inventory at a value determined by invoice. On termination of the Contract, the BIDDER and the COUNTY will take a similar inventory. If the value of the ending inventory is greater than the beginning inventory, the difference shall be added to the BIDDERS Cost of Business and if lesser, the difference shall be subtracted from the BIDDERS Cost of Business.
- D. The BIDDER shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by the COUNTY.

- E. The COUNTY will not replace expendable equipment but will replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the BIDDER
- F. The BIDDER shall maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the COUNTY's agreement with the state agency.
- G. The BIDDER shall provide the COUNTY with one set of keys for all food service areas secured with locks.
- H. The COUNTY shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.
- I. The COUNTY shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the BIDDER.
- J. All food preparation and serving equipment owned by the COUNTY shall remain on the premises of the COUNTY.
- K. The COUNTY shall not be responsible for loss or damage to equipment owned by the BIDDER and located on the COUNTY premises.
- L. The BIDDER shall notify the COUNTY of any equipment belonging to the BIDDER on the COUNTY premises within 10 days of its placement on COUNTY premises.
- M. The COUNTY shall have access, with or without notice, to all of the COUNTY's facilities used by the BIDDER for the purposes of inspection and audit.
- N. The BIDDER shall not use the COUNTY's facilities to produce food, meals, or services for other organizations without the approval of the COUNTY. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by the BIDDER to the COUNTY for such facility usage.
- O. The BIDDER shall surrender to the COUNTY, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear excepted.

### **XIII. Purchases**

- A. If the BIDDER is procuring goods or services which are being charged to the COUNTY under the contract outside of the fixed price per meal (i.e. equipment), the BIDDER is acting as an agent for the COUNTY and must follow the same procurement rules under which the COUNTY must operate and that the BIDDER may not serve as a vendor. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the COUNTY.
- B. Any purchase of food must meet the specification listed in Attachment L page 43.

### **XIV. Sanitation**

- A. The BIDDER shall place garbage and trash in containers in designated areas as specified by the COUNTY.
- B. The COUNTY shall remove all garbage and trash from the designated areas.
- C. The BIDDER shall clean the kitchen and dining room areas as indicated in Attachment J.
- D. The BIDDER shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance the standards acceptable to the COUNTY and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.

- E. The COUNTY shall clean ducts and hoods above the filter line.
- F. The BIDDER shall comply with all local and state sanitation requirements in the preparation of food.

**XV. Licenses, Fees, and Taxes**

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

**XVI. Nondiscrimination**

- A. Both the SFA and the FSMC agree that no child who participates in the NSLP, SBP, ASSP, SFSP, and SMP will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.

**XVII. Emergency Closing**

- A. The COUNTY shall notify the BIDDER of any interruption in utility service of which it has knowledge.
- B. The COUNTY shall notify the BIDDER of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions.

**XVIII. Terms and Termination**

- A. The COUNTY or the BIDDER may terminate the contract for cause by giving sixty (60) days written notice. (Reference 7 CFR 210.16(d))
- B. At any time, because of circumstances beyond the control of the COUNTY as well as the BIDDER, the BIDDER or the COUNTY may terminate the contract by giving sixty (60) days written notice to the other party. (The COUNTY must determine the number of days. The maximum number of days must not exceed 60).
- C. Neither the BIDDER nor the COUNTY shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, flood, acts of God, or for any acts not within the control of the BIDDER or the COUNTY, respectively, and which, by the exercise of due diligence, it was unable to prevent.

## **XIX. Nonperformance by BIDDER**

- A. In the event of the BIDDER's nonperformance under this contract and/or the violation or breach of the contract terms, the COUNTY shall have the right to pursue all administrative, contractual, and legal remedies against the BIDDER and shall have the right to seek all sanctions and penalties as may be appropriate.
- B. The BIDDER shall pay the COUNTY the full amount of any meal overclaims which are attributable to the BIDDER's negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal contracts.
- C. In the event either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving sixty (60) days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.
- D. Notwithstanding the breaching provision above, the COUNTY may immediately terminate this contract with written notice to BIDDER for breach/neglect as determined by the COUNTY when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the contract, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the COUNTY. The COUNTY is the responsible authority without recourse to USDA or the state agency to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to: source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

## **XX. Certification**

- A. The BIDDER shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871).
- B. The BIDDER shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the *Act*), 40 U.S.C. §§327-330, as supplemented by Department of Labor regulation, 29 CFR Part 5. Under Section 103 of the Act, the BIDDER shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours, and a standard work week of 40 hours. Work in excess of the standard workday or standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in any work week.
- C. The BIDDER shall comply with Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- D. The BIDDER shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in School Nutrition Programs*.
- E. The BIDDER shall comply with the *Buy American Provision* for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.
  - 1. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
  - 2. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
  - 3. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

- F. The BIDDER has signed the *Certification of Independent Price Determination*, Attachment R, which was attached as an addendum to the BIDDER's bid/proposal and which is incorporated herein by reference and made a part of this contract.
- G. The BIDDER has signed the *Certification Regarding Disbarment, Suspension, Ineligibility, and Voluntary Exclusion*, Attachment S, which was attached as an addendum to the BIDDER's bid/proposal and which is incorporated and made a part of this contract. This is required of contracts of \$25,000 or more. (Reference 7 CFR §3017).
- H. The BIDDER shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).
- I. The BIDDER has signed the Lobbying Certification, Attachment T, which was attached as an addendum to the BIDDER's bid/proposal and which is incorporated and made a part of this contract. If applicable, the BIDDER has also completed and submitted Standard Form-LLL, *Disclosure Form to Report Lobbying*, (Attachment U), or will complete and submit as required in accordance with its instructions included in Attachment U.
- J. The BIDDER shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- K. The BIDDER 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).
- L. The BIDDER shall comply with all other pertinent state and federal laws.

## **XXI. Miscellaneous**

- A. The BIDDER shall comply with the provisions of the bid/proposal specifications, which are hereby in all respects made a part of this contract.
- B. No provision of this contract shall be assigned or subcontracted without prior written consent of the COUNTY.
- C. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- D. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the COUNTY are to be used.
- E. Payments on any claim shall not preclude the COUNTY from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- F. The COUNTY shall be responsible for ensuring the resolution of program review and audit findings.
- G. This contract is subject to review and approval by the state agency.

## **XXII. Insurance**

- A. The BIDDER shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Ohio. A Certificate of Insurance of the BIDDER's insurance coverage indicating these amounts must be submitted at the time of the award. The information below must be completed by the COUNTY.
- B. Comprehensive General Liability – includes coverage for:
  - 1. Premises – Operations

2. Products – Completed Operations
3. Contractual Insurance
4. Broad Form Property Damage
5. Independent Contractors
6. Personal Injury

\$2,000,000 Combined Single Limit

- C. Automobile Liability: \$1,000,000 Combined Single Unit
- D. Workers’ Compensation-Statutory; Employer’s Liability: \$?
- E. Excess Umbrella Liability: \$? Combined Single Unit
- F. The COUNTY shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The BIDDER must provide a waiver of subrogation in favor of the COUNTY for General Liability, Automobile, Workers’ Compensation, and Excess Umbrella.
- G. The contract of insurance shall provide for notice to the COUNTY of cancellation of insurance policies 30 days before such cancellation is to take effect.

**XXIII. Optional Requirements to Be Included (To be completed by the COUNTY)**

A. The following provisions will/will not (circle one) apply to BIDDER investment (to be completed by the COUNTY):

1. The BIDDER may/may not (circle one) purchase equipment for the food service program in an amount not to exceed \$\_\_\_\_\_. The BIDDER shall be subject to the same procurement requirements to which the COUNTY is subject in any procurement action and may not serve as a vendor when procuring on behalf of the school food service. The COUNTY shall repay at the rate specified when the equipment was purchased, which shall be charged to the COUNTY as an operating expense of the food service program. Ownership of the investment will vest in the COUNTY upon full payment of the purchase price to the BIDDER. Upon such payment, the BIDDER shall deliver a bill of sale evidencing transfer of title to the equipment to the COUNTY.
2. If the Agreement expires or is terminated prior to the complete repayment of the investment, the COUNTY shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Agreement, either (COUNTY must mark appropriate box):
  - a.  Reimburse the BIDDER the unpaid portion of the investment

**OR**

  - b.  Deliver the equipment or other items funded by the investment to the BIDDER

**OR**

  - c.  Lease purchase the equipment or other items funded by the investment from the BIDDER and continue to pay the BIDDER a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid. In this event, the COUNTY’s obligation under the Lease Purchase Agreement with the BIDDER shall be subject to the COUNTY’s ratification of the rental agreement for each ensuing fiscal year.

B. Except as otherwise expressly provided in this contract, the BIDDER will defend, indemnify, and hold the COUNTY harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys’

fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the BIDDER, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the COUNTY, its employees or agents. This clause shall survive termination of the Agreement.

C. The COUNTY and the BIDDER shall work together to ensure a financially sound operation.

D. Assumptions. Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

- The COUNTY's policies, practices and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
- Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.
- Usable USDA donated foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
- The government reimbursement rates in effect shall remain materially consistent throughout the year.
- Meal components and quantities required by the National School Lunch Act (NSLA) or the NSLP remain consistent with prior years.
- Service hours, service requirements, and type or number of facilities selling food and/or beverages on COUNTY's premises shall remain materially consistent throughout the year.
- The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
- The projected number of full feeding days is: 365 days per year (366 leap year).
- COUNTY revenue credited to the nonprofit food service program shall include all state and federal amounts received specifically for child nutrition operations.

The term materially consistent shall mean that a change does not (1) materially increase BIDDER's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

## **XXIV. Trade Secrets and Proprietary Information**

A. During the term of the Agreement, the BIDDER may grant to the COUNTY a nonexclusive right to access certain proprietary materials of the BIDDER, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the BIDDER), and similar compilations regularly used in BIDDER's business operations (trade secrets). The COUNTY shall not disclose any of the BIDDER's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The COUNTY shall not photocopy or otherwise duplicate any such material without the prior written consent of the BIDDER. All trade secrets and other confidential information shall remain the exclusive property of the BIDDER and shall be returned to the BIDDER immediately upon termination of the Agreement. The COUNTY shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the COUNTY, the COUNTY specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the BIDDER and not the COUNTY. Furthermore,

the COUNTY's access or use of such software shall not create any right, title interest, or copyright in such software and the COUNTY shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the BIDDER shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The COUNTY's obligations under this section are subject to its obligations under the State of Ohio Statute. This provision shall survive the termination of the Agreement.

- B. Any discovery, invention, software, or programs paid for by the COUNTY shall be the property of the COUNTY to which the state agency and USDA shall have unrestricted rights including copyrights.

~~xxv. SFSP~~

~~Additional Requirements, if applicable (COUNTY must mark through this entire section if not applicable— see next page also)~~

- ~~A. The COUNTY shall be responsible for determining eligibility of all SFSP sites.~~

- ~~B. Bonding requirements:~~

- ~~1. Bid guarantee (when the SFSP portion of the bid exceeds \$150,000):~~

~~Bidder/offeror shall submit with his or her bid a bid guarantee in the amount of \$ \_\_\_\_\_ (no less than 5 percent or more than 10 percent of the total bid price), which shall be in the form of a firm commitment such as a bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees, other than bid bonds will be returned (a) to unsuccessful bidders/offerors as soon as practicable after the opening of bid/proposals and (b) to the successful bidder/offeror upon execution of such further contractual documents (i.e., insurance coverage) and bonds as may be required by the bid.~~

- ~~2. Performance guarantee (when the SFSP portion of the contract exceeds \$150,000):~~

~~The BIDDER must obtain a performance bond in the amount of \$ \_\_\_\_\_ (not less than 10 percent nor more than 25 percent of the value of the contract) which shall be in the form of a firm commitment such as a bid bond postal money order, certified check, cashier's check, or irrevocable letter of credit. The performance bond must be furnished within 10 days of the contracts award. Bid guarantees other than bid bonds will be returned to unsuccessful bidders/offerors as soon as practicable after the opening of bids/proposals. Performance bonds for the successful bidder/offeror shall be held for the duration of the contract.~~

- ~~C. The COUNTY shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.~~

- ~~D. The BIDDER must comply with the cycle menu developed by the COUNTY for the SFSP (Attachment P) and include it in the RFP. The COUNTY shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.~~

**PROJECTED OPERATIONS – REVENUE  
FOR PROGRAMS AND SITES TO BE CONTRACTED  
IN-SCHOOL REVENUE  
(NOT APPLICABLE TO COUNTY)**

Based on \_\_\_\_\_ Days of Service

	<b>Meals</b>		<b>Price</b>		<b>Total</b>
Breakfast:					
Elementary Full Price	# _____	X	_____	=	\$ _____
Secondary Full Price	# _____	X	_____	=	\$ _____
Reduced Price	# _____	X	_____	=	\$ _____
Adult	# _____	X	_____	=	\$ _____
Subtotal Breakfast					\$ _____
Lunches:					
Elementary Full Price	# _____	X	_____	=	\$ _____
Secondary Full Price	# _____	X	_____	=	\$ _____
Reduced Price	# _____	X	_____	=	\$ _____
Adult	# _____	X	_____	=	\$ _____
Subtotal Lunches					\$ _____
After-School Care Snack Program:					
Full Price	# _____	X	_____	=	\$ _____
Reduced Price	# _____	X	_____	=	\$ _____
Adult	# _____	X	_____	=	\$ _____
Subtotal Snack					\$ _____
Special Functions (Catering)	# _____	X	_____	=	\$ _____
A la Carte, if applicable					\$ _____
Concession Revenue, if applicable					\$ _____
Vending Machine Sales Total Revenue					\$ _____
Contract Meals					\$ _____
Non-Reimbursable Meals					\$ _____
<b>TOTAL IN-SCHOOL REVENUE =</b>					<b>\$ _____</b>

## PROJECTED OPERATIONS - REVENUE, PAGE 2

(To be completed by COUNTY)  
FEDERAL REIMBURSEMENT

Based on   365   Days of Service

Breakfast:	Meals	Price	=	Total
Free	# _____	X _____	=	\$ _____
Free, Severe Need	# <u>  18,250  </u>	X <u>  1.89  </u>	=	\$ <u>  34,492.50  </u>
Reduced Price	# _____	X _____	=	\$ _____
Reduced Price Severe Need	# _____	X _____	=	\$ _____
Full Price	# _____	X _____	=	\$ _____
Total Breakfast				\$ _____

Lunch:				
Free	# <u>  18,250  </u>	X <u>  3.01  </u>	=	\$ <u>  54,932.50  </u>
Reduced Price	# _____	X _____	=	\$ _____
Full Price	# _____	X _____	=	\$ _____
Total Lunch				\$ _____

After-School Care Snack Program:				
Free	# <u>  18,250  </u>	X <u>  .80  </u>	=	\$ <u>  14,600  </u>
Reduced Price	# _____	X _____	=	\$ _____
Full Price	# _____	X _____	=	\$ _____
Total Snacks				\$ _____

Summer Food Service: If applicable:				
Breakfast	# _____	X _____	=	\$ _____
Lunch/Supper	# _____	X _____	=	\$ _____
Snacks	# _____	X _____	=	\$ _____
Total SFSP				\$ _____
Total SMP				\$ _____

**TOTAL FEDERAL REIMBURSEMENT** **\$   104,025**

**PROJECTED OPERATIONS - REVENUE, PAGE 3**

(To be completed by COUNTY)

<b>TOTAL IN-SCHOOL REVENUE</b>	=	\$ <u>  0  </u>
<b>TOTAL FEDERAL REIMBURSEMENT</b>	=	\$ <u> 104,025 </u>
<b>TOTAL STATE REIMBURSEMENT</b>	=	\$ <u>  0  </u>
<b>State Match*</b>	\$	<u>          </u>
<b>State Breakfast Incentive *</b>	\$	<u>          </u>
<b>TOTAL REVENUE</b>	=	\$ <u> 104,025 </u>

\* Complete using the most recent program reimbursement received from the State Agency.

**PROJECTED OPERATIONS – EXPENDITURES**  
**FOR PROGRAMS AND SITES TO BE CONTRACTED, EXCLUDING SFSP**  
**(To Be Completed by COUNTY)**  
**Based on \_\_\_\_\_ Days of Operations**

**Food and Milk**

Enter the amounts of food and milk purchased and received.

USDA donated food value

Bonus USDA donated food value

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**Direct Labor and Benefits**

Enter the gross amount paid for salaries to food service workers. Include employee benefits such as health insurance, retirement funds, and matching social security.

\$ \_\_\_\_\_

**Other Direct**

Enter the cost for nonfood items such as paper goods, supplies, equipment repairs (less than \$2,500 per repair), equipment, rental, and extermination.

\$ \_\_\_\_\_

**Expendable Equipment**

Enter the amount of each piece of equipment with an acquisition cost less than \$2,500.

\$ \_\_\_\_\_

**Nonexpendable Equipment**

Enter the depreciated amount of each piece of equipment with an acquisition cost of \$2,500 or more.

\$ \_\_\_\_\_

**Non-reimbursable Expenses**

Enter all expenditures that are not an allowable cost for reimbursement purposes (i.e., bank charge of bounced checks, lost USDA donated foods, etc).

\$ \_\_\_\_\_

**A la Carte Sales (If not included above)**

Enter total expenditures related to extra sales (i.e., food, labor, supplies).

\$ \_\_\_\_\_

**Special Functions (Catering)**

Enter total expenditures related to special functions (i.e. food, labor, supplies, equipment repair, etc.)

\$ \_\_\_\_\_

**Vended Meals (Contract Meals) (If not included above)**

Enter total expenditures related to the preparation and delivery of contract meals (i.e., food, labor, supplies, etc).

\$ \_\_\_\_\_

**Vending/Concessions**

Enter total expenditures related to concession sales (i.e., food, labor, supplies, equipment repair, etc).

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**Other**

**Subtotal Expenditures:**

\$ \_\_\_\_\_

**Less USDA Donated Foods Value**

(\$ \_\_\_\_\_)

**Less Rebates, Discounts, and Credits, if applicable**

(\$ \_\_\_\_\_)

**Less USDA Donated Food Specific Rebates, Discounts, and Credits**

(\$ \_\_\_\_\_)

**Total Revenue:**

\$ \_\_\_\_\_

**Total Expenditures:**

\$ \_\_\_\_\_

**Profit or Loss:**

\$ \_\_\_\_\_

## PROJECTED OPERATIONS – EXPENDITURES, PAGE 2

**DO NOT INCLUDE THIS PAGE IF NOT APPLICABLE**  
**REVENUE/EXPENDITURES FOR SUMMER FOOD SERVICE PROGRAM (SFSP)**  
**(To Be Completed by COUNTY)**  
 NOT APPLICABLE  
 Based on \_\_\_\_\_ Days of Operation

**Operating Expenditures:**

Cost of Food and Milk	\$ _____	
Food Service Labor, Payroll Taxes, and Benefits	_____	
Nonfood Supplies	_____	
Utilities	_____	
Rental of Facility (Mail Contract)	_____	
Rental of Equipment (Mail Contract)	_____	
Use Allowance of Equipment	_____	
Transportation of Meals/Children (Rural Sponsors Only)	_____	
Other (Specify)	_____	
<b>Total Operating</b>		<b>\$ _____</b>

**Administrative Expenditures:**

Administrative Salaries	\$ _____	
Payroll Taxes and Benefits	_____	
Office (Maintenance, Rental, Supplies)	_____	
Utilities	_____	
Mileage (Administrative Purposes Only)	_____	
Audit/Legal Fees	_____	
Communications (Telephone, Postage, Outreach)	_____	
Publication Fee	_____	
Other (Specify)	_____	
<b>Total Administrative</b>		<b>\$ _____</b>
<b>Total Expenditures (SFSP)</b>		<b>\$ _____</b>

Summary:

Total Revenue	\$ _____
Total Expenditures	\$ _____
Profit or Loss	\$ _____

## AGREEMENT PAGE

The bidder/offeror certifies that the BIDDER shall operate in accordance with all applicable state and federal regulations.

The bidder/offeror certifies that all terms and conditions within the Bid Solicitation shall be considered a part of the contract as if incorporated therein.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional 1-year periods.

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

ATTEST:

\_\_\_\_\_

SCHOOL FOOD AUTHORITY

\_\_\_\_\_  
Name of COUNTY

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

FOOD SERVICE MANAGEMENT COMPANY:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Name of BIDDER

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

## LIST OF CONTRACT FORMS

TITLE	ATTACHMENT
Labor Work Sheet, COUNTY Employees	Attachment A
Labor Work Sheet, BIDDER Employees	Attachment B
Fringe Benefit Cost Sheet, COUNTY Employees	Attachment C
Fringe Benefit Cost Sheet, BIDDER Employees	Attachment D
COUNTY Specifications on Average Daily Participation for Lunch	Attachment E
COUNTY Specifications on Average Daily Participation for Breakfast	Attachment F
COUNTY Specifications on Average Daily Participation for After School Snacks	Attachment G
COUNTY Specifications on Average Daily Participation for the Special Milk Program	Attachment H
COUNTY Specifications on Average Daily Participation for SFSP	Attachment I
COUNTY Site/Building Listing General Data	Attachment J
COUNTY Site/Building Listing of Service to Be Provided	Attachment K
Minimum Food Specifications	Attachment L
Lunch Menus	Attachment M
Breakfast Menus	Attachment N
After-School Care Snack Menus	Attachment O
Summer Food Service Program Menus	Attachment P
Holiday Schedule	Attachment Q
Independent Price Determination Certificate	Attachment R
Suspension and Debarment Certification	Attachment S
Lobbying Certification	Attachment T
Disclosure of Lobbying Activities	Attachment U
Bid Summary	Attachment V
























## MINIMUM FOOD SPECIFICATIONS

To be completed by COUNTY. STATE AGENCY does not approve, evaluate or endorse specifications. Examples may include the following listed below.

Meat/Seafood – All meats, meat products, poultry products, and fish must be government-inspected.

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

Dairy Products – All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA – inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

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

Baked Products

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

Staple Groceries

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

The FSMC shall comply with the *Buy American Provision* for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.23 and 210.21. See Section XX. Certification, Letter E of this contract for additional Buy American requirements.



**SAMPLE 21- DAY CYCLE LUNCH MENU**

Attach a sample 21-day cycle lunch menu prepared by the BIDDER. This menu must be used for the first 21-day cycle of the new school year.

**SAMPLE \_\_\_\_ DAY CYCLE BREAKFAST MENU**

Attach a sample 21-day cycle breakfast menu prepared by the BIDDER. This menu must be used for the first \_\_\_\_ day cycle of the new school year.

**SAMPLE \_\_\_\_ DAY CYCLE SNACK MENU**

Attach a sample 21-day cycle snack menu prepared by the BIDDER. This menu must be used for the first \_\_\_\_ day cycle of the new school year.

**SAMPLE CYCLE SUMMER FOOD SERVICE PROGRAM (SFSP) MENU**

Attach a sample cycle SFSP menu prepared by the COUNTY. This menu must be used for the 1<sup>st</sup> \_\_\_\_\_ day cycle of the SFSP.

NOT APPLICABLE.

## **HOLIDAY SCHEDULE**

Holiday Schedule to be inserted here by COUNTY.

## INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the COUNTY and the Food Service Management Company (Bidder/Offeror) shall execute this Independent Price Determination Certificate.

\_\_\_\_\_  
Name of Bidder/Offeror \_\_\_\_\_ COUNTY

- A. By submission of this offer, the Bidder/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 Bidder/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 to the Bidder/Offeror and will not knowingly be disclosed by the Bidder/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 Bidder/Offeror for the purpose of restricting competition.
  3. No attempt has been made or will be made by the Bidder/Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Bidder/Offeror certifies that:
1. He or she is the person in the Bidder/Offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
  2. He or she is not the person in other Bidder/Offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby 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 Bidder/Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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 Food Service Management Company's  
Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_ Date

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

\_\_\_\_\_  
Signature of COUNTY's  
Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_ Date

**NOTE: Accepting a bidder's/offeror's offer does not constitute award of the contract.**

**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)**

**SUSPENSION AND DEBARMENT CERTIFICATION**

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -  
Lower-Tier Transaction**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

**(Before completing certification, read instructions on next page.)**

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name(s) and Titles of Authorized Representative(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower-tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, 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.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## LOBBYING CERTIFICATION

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 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 and officer or employee of any agency, a Member of Congress, an officer or employee of 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 subrecipients shall certify and disclose accordingly.

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature

---

Date



## INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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 in 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 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 (OMB) 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 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 first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. 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 Item 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 name of the individual performing services, and include full address if different from 10a. 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 item. Check all items 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. 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 dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
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 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 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.

**Fixed Fee Sample Contract  
Nonprofit School Food Service**

**BID SUMMARY**

This document contains a bid solicitation for the furnishing of management services for the operation of the nonprofit food service programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the school food authority.

The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the bid solicitation/contract.

**PER MEAL PRICES MUST BE QUOTED AS IF NO USDA DONATED FOODS WILL BE RECEIVED**

	Units		Bid Price		Total**
	COUNTY to complete		BIDDER to complete		
1. Reimbursable Breakfasts	50	×	_____	=	_____
2. Reimbursable Lunches	50	×	_____	=	_____
3. Reimbursable After-School Snacks	50	×	_____	=	_____
4. Non-reimbursable Dinners	50	×	_____	=	_____
5. A la Carte Equivalents*					
6. Special Milk Program	0	×	_____	=	_____
Total Estimated Cost**					\$ _____

\*Total a la carte sales divided by lunch equivalency rate (page 10).

\*This fee represents the administration cost of the a la carte program and not actual food cost.

\*\*All totals must be carried out to the second decimal place and must not be rounded.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Street Address

\_\_\_\_\_ City State Zip Code

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

\_\_\_\_\_  
**Date Signature of Bidder Title**

***ACCEPTANCE OF CONTRACT***

\_\_\_\_\_  
**Agreement Number Lucas County Commissioners**

\_\_\_\_\_  
**Date Signature of Authorized COUNTY Representative Title**

***Unallowable COUNTY-BIDDER Contract Document Provisions***

The following indicate problem areas that have been identified in some COUNTY-BIDDER contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure that these areas have not been included, in any form. Mark an (X) in each block that indicates no such provisions are in your document(s), unless specified below.

- 1. Cost Plus a Percentage of Cost/Income – cost plus a percentage of cost/income to the BIDDER, however represented.
- 2. Duplicate Fees – fee structures that permit a BIDDER to bill management fees and charge the same costs as cost-reimbursable expenses.
- 3. Purchasing – if the COUNTY does the purchasing, clauses that limit the selection of vendors to only BIDDER-approved vendors.
- 4. Acceleration Clause – provisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not renegotiated.
- 5. Interest Payments – interest payments to the contractor, however represented, including interest payments for equipment purchases.
- 6. Guaranteed Return – “guaranteed return” provisions unless the “return” remains in the nonprofit food service account. “Returns” cannot be contingent upon multi-year contract duration.
- 7. Delegation of COUNTY Responsibilities – BIDDER responsibility for any of the functions that must be retained by the COUNTY (signature authority on the Permanent Agreement and claims, etc.)
- 8. Automatic Renewal – provisions which automatically renew the contract.
- 9. Processing Contracts – contract document language that permits the BIDDER to subcontract USDA donated foods for further processing.

For the item(s) above not checked (X), indicated item number(s) with corresponding page number(s) of document(s) where provision(s) appears.

Item Number(s)	Page Number(s)
_____	_____
_____	_____
_____	_____

I, the undersigned, hereby confirm that the above language is not included in the contract documents with named BIDDER.

COUNTY reviewer: \_\_\_\_\_  
Signature Date

BIDDER reviewer: \_\_\_\_\_  
Signature Date



	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 <sup>a</sup>	Grades 6-8 <sup>a</sup>	Grades 9-12 <sup>a</sup>	Grades K-5	Grades 6-8	Grades 9-12
Meal Pattern	Amount of Food <sup>b</sup> Per Week (Minimum Per Day)					
Fruits (cups) <sup>c,d</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) <sup>c,d</sup>	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green <sup>f</sup>	0	0	0	½	½	½
Red/Orange <sup>f</sup>	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) <sup>f</sup>	0	0	0	½	½	½
Starchy <sup>f</sup>	0	0	0	½	½	½
Other <sup>f,g</sup>	0	0	0	½	½	¾
Additional Veg to Reach Total <sup>h</sup>	0	0	0	1	1	1½
Grains (oz eq) <sup>i</sup>	7-10 (1) <sup>j</sup>	8-10 (1) <sup>j</sup>	9-10 (1) <sup>j</sup>	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 <sup>k</sup>	0 <sup>k</sup>	0 <sup>k</sup>	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <sup>l</sup>	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>						
Min-max calories (kcal) <sup>m,n,o</sup>	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) <sup>n,o</sup>	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) <sup>n,p</sup>	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat <sup>n,o</sup>	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

<sup>a</sup>In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

<sup>b</sup> Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.

<sup>c</sup>One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

<sup>d</sup>For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).

<sup>e</sup>The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).

<sup>f</sup>Larger amounts of these vegetables may be served.

<sup>g</sup> This category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

<sup>h</sup>Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>i</sup>At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).

<sup>j</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

<sup>k</sup>There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

<sup>l</sup>Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

<sup>m</sup>The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

<sup>n</sup>Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

<sup>o</sup>In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).

<sup>p</sup>Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast

**SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA**



**ADDITIONAL RESPONSE AREA**

## IMPORTANT NOTE

Due to heightened security at One Government Center, if your bid is to be delivered to the bid-opening site by other than US Mail, UPS or Federal Express, **you must complete, print and attach this label to the front of the container holding your document. Note: Upon entering One Government Center, you will be required to show a photo ID.**

Formal bid to: Lucas County Support Services  
One Government Center, Suite 480  
Toledo OH 43604-2247

Item for bid \_\_\_\_\_

Invitation to Bid No. or Request for Proposal No. \_\_\_\_\_

Date of Bid Opening \_\_\_\_\_

Bid Opening Time \_\_\_\_\_

Vendor Name \_\_\_\_\_