

Request for Proposals

2023-2024 Vended Meal Service

South Shore Charter School

Bids Due: May 30, 2023 at 10:00am



South Shore Charter School (hereinafter referred to as the School Food Authority or SFA) is requesting proposals for Vended Meal Service for the 2023-24 school year from qualified School Food Service Vendors (Vendor).

South Shore Charter School is a charter school opening at 25 Church Street, Ronkonkoma, NY 11779 for the 2023-2024 school year to serve students in grades K-1. The school will grow by one grade level each year to serve students in grades K-5.

RESPONSE DATE AND DELIVERY

School Food Service Companies should submit proposals by **10:00 AM EDT on May 30, 2023**. Original proposals must be submitted by mail to South Shore Charter School, Attn. Dermoth Mattison, PO Box 802, Central Islip, NY 11722, with an electronic copy to kaylee@schoolfoodsolutions.org, prior to the deadline.

Any proposal submitted after the 10:00 AM deadline on **May 30, 2023** will not be accepted by the SFA and automatically disqualified from the bid process.

PURPOSE

This solicitation is to secure a contract for the operation of a vended food service program providing breakfast, lunch and snack at South Shore Charter School for school year 2023-24, with the option, by mutual-agreement, for four (4) one-year renewals.

Respondents should not construe from this legal notice that the SFA intends to enter a fixed-price contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their Board of Directors at its regularly scheduled meeting.

Table of Contents

Scope of Work	4
General Vendor Responsibilities	4
General SFA Responsibilities	5
Payment Terms	5
Equipment	5
Packaging Requirements	6
Delivery Requirements	6
Proposal Submission and Award	7
Incurred Costs	7
Contract Terms	7
Pre Proposal Meeting	7
Question and Answer	8
RFP Timeline	8
Evaluation Criteria	8
Proposal Requirements	9
Attachment A – Attachment Checklist	12
Attachment B – Minimum Qualification	13
Attachment C – Proposal Questionnaire	14
Attachment D – References	15
Attachment E – Fee Proposal	16
Attachment F – Lobbying Certification	17
Attachment G – Disclosure of Lobbying	18
Attachment H – Debarment, Suspension	20
Attachment I – Certification of Independent Price Determination	21
Attachment J – Menu Specification	22
Attachment K – Bid Criteria	23
Attachment L – School Site Information	24
Attachment M – Taste Test Instructions for Vendors	25
Attachment N – Buy American Agreement	26

SCOPE OF WORK

The vendor will supply unitized, pre-packaged breakfast, lunch and snack at South Shore Charter School, hereinafter referred to as the School Food Authority or SFA, that comply with the nutritional standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program (NSLP). The vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications and will package and deliver these meals in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their bid a copy of the current state and local health certifications.

GENERAL VENDOR RESPONSIBILITIES

- a. The vendor shall provide the services required by this RFP in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor shall deliver meals to location(s) at times specified by SFA.
- c. Vendor is expected to follow all regulations of the NSLP in accordance with USDA and NYSED guidelines. Daily meal production records, transport records, and temperature logs (departure, arrival and service) are to be recorded and maintained on site in an organized manner. All meals are to follow the USDA meal pattern for the ages served at each site.
- d. Vendor will provide and include in the per meal price the necessary condiments, utensils and napkins in sufficient quantity for the number of meals ordered.
- e. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.
- f. The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels.
- g. Vendor shall provide to SFA a monthly menu detailing the meals to be served for the following month, no later than two (2) weeks prior to the end of each month.
- h. When requested by the SFA, the Vendor shall provide SFA with bag lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- i. Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the SFA and make said records available for inspection by the SFA, the NYSED, and the USDA, upon request.
- j. The vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. §210.10(m) when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need.
- k. Drivers shall:

- i. Place lunch directly in the fridge/warmer/oven upon delivery.
- ii. Place cold food directly in the refrigerator upon delivery.
- iii. Remove utensils, crates and trays from school at each delivery.
- iv. Provide field trip lunches as requested a day early and place in school refrigerator.

GENERAL SFA RESPONSIBILITIES

- a. The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the state of New York and the United States Department of Agriculture. The SFA must authorize any deviations from the approved menu cycle.
- b. The SFA may request menu changes periodically throughout the Term of the Contract and shall inform the vendor of any adjustments to menus and monitor implementation of adjustments.
- c. The SFA orders meals on a weekly basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a 24-hour notice to the vendor.
- d. The SFA shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.

PAYMENT TERMS

- a. Vendor shall issue the SFA an invoice for the previous month's meals no later than the 15th day of each month which itemizes the previous month's delivery. Vendor agrees to forfeit payment for meals which are not delivered, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement.
- b. SFA shall review all invoices for accuracy and will pay invoices within 60 days of receipt of a correct invoice.

EQUIPMENT

- a. The SFA shall provide refrigerators, coolers, warmers, ovens and/or any other equipment required for food service.
- b. The SFA shall retain title to all SFA-owned property and equipment when placed in service. The SFA shall provide complete maintenance, repair, and replacement services for all SFA-owned property and equipment.
- c. The Vendor shall provide written notification to the SFA of any equipment belonging to the vendor within ten (10) days of its placement on SFA premises.

- d. The Vendor shall retain title to all vendor-owned property and equipment when placed in service. The vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all vendor-owned property and equipment.
- e. Upon expiration or termination of the Contract, it shall be the vendor's responsibility to remove all vendor-owned property and equipment within a timely manner and without damage to SFA facilities.

PACKAGING REQUIREMENTS

- a. Hot meal unit—packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 135°F.
- b. Cold meal unit or unnecessary to heat—container and overlay to be plastic or paper and of non-toxic material.
- c. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- d. Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.

DELIVERY REQUIREMENTS

- a. Meals must be delivered in accordance with the approved menu cycle.
- b. The vendor shall provide a delivery slip with the date and the number of meals delivered. The driver must sign the delivery slip at the time of delivery. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition and quantity of the meals received.
- c. Meals must be delivered in closed-topped, sanitary vehicles.
- d. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
- e. When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.
- f. The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor

quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.

- g. The SFA will not pay for deliveries made later than the regularly scheduled lunch periods as listed on **Attachment L**, or as otherwise stated in this Contract. Vendors should include their proposed delivery schedule with their submission. Daily delivery is preferred.
- h. All refrigerated food shall be delivered at an internal temperature of 40°F or below. No frozen food will be allowed. All hot food shall be delivered with an internal temperature of 135°F or above.

PROPOSAL SUBMISSION AND AWARD

Sealed proposals are to be submitted electronically to the SFA by emailing the full proposal to kaylee@schoolfoodsolutions.org prior to the submission deadline. The SFA reserves the right to reject any or all proposals, if deemed to be in the best interest of the SFA.

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

INCURRED COSTS

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

CONTACT TERM

This contract shall be for a period of one (1) year beginning on **July 1, 2023** and ending **June 30, 2024** with up to four (4) one- year renewals with mutual-agreement between the SFA and the Vendor.

The Food Service program shall meet all requirements of the National School Lunch Program of the United States Department of Agriculture, and the New York State Education Department.

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

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

PRE-PROPOSAL MEETING AND TASTE TEST

There will be a pre-proposal meeting and taste test on **May 9, 2023 at 2:00pm EDT**. The pre-proposal meeting will be held at 25 Church Street, Ronkonkoma, NY 11779. See **Attachment M** for taste test instructions. **Interested Vendors must RSVP for this meeting to kaylee@schoolfoodsolutions.org by May 3, 2023.**

QUESTION AND ANSWER

All questions shall be submitted to **Kaylee Smith** (kaylee@schoolfoodsolutions.org) via email. A formal addendum to this bid will be made available to interested vendors providing answers to a cumulative list of questions. No questions will be accepted after **2:00pm EDT on May 12, 2023**.

RFP TIMELINE

Bid published, advertised and sent to vendors	April 20, 2023
Pre-Proposal Meeting and Taste Test	May 9, 2023
Questions due to SFA	May 12, 2023
Answers to proposers' questions	May 17, 2023
Proposals Due	May 30, 2023
Intent to Award Notification	Week of June 5, 2023
Contract Begins	July 1, 2023

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

Send all questions to: Kaylee Smith c/o kaylee@schoolfoodsolutions.org

EVALUATION CRITERIA

Detailed information, including minimum standards and evidence/documentation requirements may be found on **Attachment L**.

Criteria	Points
Financial Stability	10
Vended Meal Capabilities	25
K12 Experience in NSLP	10
References	15
Cost	40

Total	100
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PROPOSAL REQUIREMENTS

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal should be as follows:

<u>Section</u>	<u>Title</u>
A.	Cover Letter
B.	Table of Contents
C.	Attachments Checklist
D.	Minimum Qualifications
E.	Proposal Questionnaire
F.	Respondent References
G.	Authorization Agreement
H.	Fee Proposal
I.	Certifications

A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent’s Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent’s willingness to perform the services described in this RFP
- A statement expressing the Respondent’s ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP

- A statement regarding the Respondent’s proprietary information; if applicable, the Respondent must clearly mark in the upper right-hand corner those pages to be considered proprietary (**Note:** the Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

B. Table of Contents

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

C. Attachments Checklist

The Respondent shall include all documents identified in the Attachments Checklist (**Attachment A**). The SFA may reject proposals that do not include the proper required attachments.

D. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on **Attachment B**) to the SFA’s satisfaction.

E. Proposal Questionnaire

The Proposal Questionnaire (**Attachment C**) is intended to provide the SFA with specific information concerning the Respondent’s capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

F. Respondent References

Respondents must provide three references on the Respondent References form (**Attachment D**). The SFA reserves the right to contact any of the references listed and retains the right to conduct reference checks with individuals and entities beyond those listed.

G. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement (**Attachment E**) and return it with the proposal package.

H. Fee Proposal

The Respondent must complete the Fee Proposal (**Attachment F**) and return it with the proposal package.

I. **Certifications**

The Respondent must complete the certifications (**Attachments F-I**) and return them with the proposal package.

Attachment A

Attachments Checklist

Respondent Company Name

Please complete this checklist to confirm that the required attachments listed below are included in your proposal. Place a checkmark or “x” next to each item submitted to the SFA. For your proposal to be considered, all required documents must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
A. _____	Cover Letter
B. _____	Table of Contents
C. _____	Attachments Checklist
D. _____	Minimum Qualifications
E. _____	Proposal Questionnaire
F. _____	Respondent References
G. _____	Authorization Agreement
H. _____	Fee Proposal
I. _____	Certifications
J. _____	Sample Menu

Attachment B

Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy **any** of the minimum qualifications may result in the immediate rejection of the proposal.

As of July 1, 2015 both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least three (3) years of experience with school food service programs.

Yes _____ No _____

2. The Respondent has the resources and ability to provide **35,000** meals per fiscal year.

Yes _____ No _____

3. The Respondent has knowledge and experience with the National School Lunch Program.

Yes _____ No _____

4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

Yes _____ No _____

5. The Respondent is licensed to do business in the state of New York.

Yes _____ No _____

6. The Respondent has obtained all necessary permits, including a health permit, as required by the State of New York.

Yes _____ No _____

Attachment C

Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in **Attachment C**, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing vended meal and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last three (3) years and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide applicable financial data that will demonstrate the proposer's ability to perform, including sufficient capital to cover start-up and operating costs for a proposed one (1) year agreement.
7. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

Attachment D

Respondent References

List three (3) references to which the Respondent has provided vended meal services within the past three (3) years.

Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Attachment E

Fee Proposal

Cost Per Meal Table Basic Instructions: provide the cost per meal; base all food costs on the vendor provided 21-day cycle menu

COST PER MEAL

Note: prices must **not** include values for USDA Foods and must include all meal programs.

MEAL	UNITS^{1s}	RATE²	TOTAL³
Breakfast	14,400	\$	\$
Lunch	18,000	\$	\$
After School Snack	2,500	\$	\$
TOTAL	34,900	\$	\$

¹ To be completed by SFA

² All rates to be completed by bidder

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

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

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

Signature of Bidder's Authorized Representative: _____

Title: _____

Date: _____

Attachment F

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 *CFR*, Part 3018, "New Restrictions on Lobbying," 7 *CFR*, Part 3017, "Government-wide Debarment and Suspension (Nonprocurement)," and 7 *CFR*, Part 3021, "Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Title 31, *U.S. Code* (31 *U.S.C.*) Section 1352, and implemented at 7 *CFR*, Part 3018, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 7 *CFR*, Section 3018.105, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with these instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Attachment G

Disclosure Of Lobbying Activities and Instructions

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure)

Approved by OMB
No. 0348-0046

<p>1. Type of Federal Action:</p> <p>a. Contract</p> <p>b. Grant</p> <p>c. Cooperative agreement</p> <p>d. Loan</p> <p>e. Loan guarantee</p> <p>f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application</p> <p>b. Initial Award</p> <p>c. Post-Award</p>	<p>3. Report Type:</p> <p>a. Initial filing <input type="checkbox"/></p> <p>b. Material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p><input type="checkbox"/> Tier, if known</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>c. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:</p>	
	<p>Print Name:</p>	
	<p>Title:</p>	
	<p>Telephone No: ()</p>	<p>Date:</p>
<p>FEDERAL USE ONLY:</p>		<p><i>Authorized for Local Reproduction</i> Standard Form (SF—LLL (Rev. 7-97))</p>

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to 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. 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 federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 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 known. For example, U.S. Department of Agriculture, Food and Nutrition Service.
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., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and phone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment H

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR* Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Section 3017.200:

- A. The contractor certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Contractor/Company Name Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s) Date

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

 Name of VENDOR

 Name of SFA

- A. By submission of this offer, the offeror (VENDOR) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 2. He or she is not the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

 Signature of VENDOR’s
 Authorized Representative

 Title

 Date

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

 Signature of SFA’s
 Authorized Representative

 Title

 Date

Note: Accepting a Respondent’s offer does not constitute award of the contract.

Attachment J

Menu Specifications

Respondent must submit a twenty-one (21) day breakfast, lunch and snack menu. All menus must meet minimum USDA National School Lunch, School Breakfast, and Afterschool Snack program meal pattern requirements for the applicable grade groups.

SFA will examine the sample menu on three criteria: 1) meal nutrition; 2) meal variety; 3) menu compliant with USDA meal pattern requirements, and state/federal portion sizes and nutritional values.

Meal nutrition: SFA will examine whether meals provide the proper amount of grains, produce, dairy and meat.

Meal variety: SFA will examine whether Respondents provide a variety of exciting and interesting meals.

Attachment K

Evaluation Criteria

Criteria	Minimum Standard	Evidence/Document Requirement	Points
Financial Stability	Two years of profitable financial performance	Provide copies of company financial statements for past two years	10
Vended Meal Capabilities	Vendor demonstrates experience providing vended meals, has appropriate transportation in working order for meal deliveries, with daily delivery strongly preferred. Vendor should have a no-cost software program that allows SFA to make weekly meal orders efficiently.	Transportation plan, equipment inventory Sample menu ordering included in response. Narrative around meal ordering process.	25
K-12 Experience in the National School Lunch Program	A minimum of three (3) years in K-12 food service management, specifically National School Lunch Program	Documentation of experience as outlined in company history	10
References	Vendor must provide at least three customer references. Contract renewal rate preferred	References will be contacted to assess the vendor's history in providing programs through NSLP; customer service, program management and taste will be assessed.	15
Cost	Vendor with the lowest per meal (lunch) price will receive full points.	Price per meal clearly articulated in Attachment E	40

Attachment L

School Site Data for 2023-2024

Information is subject to change

School	South Shore Charter School
Address	25 Church Street
City/Zip	Ronkonkoma, NY 11779
SY24 Projected Enrollment*	150
SY24 Grades*	K-1
Est. Breakfast ADP*	80
Est. Lunch ADP*	100
Est. Snack ADP*	25
SY24 Operating Days	185
Contract Start Date	7/1/2023
SY24 Start Date	9/1/2023
SY24 End Date	6/26/2024
Breakfast Start Time	7:30am
Lunch Start Time	10:30am
Snack Start Time	3:30pm

***South Shore Charter School will add one grade per year, adding 75 students per grade, to grow to a K-5 school. Vendors should plan for this anticipated growth and meal quantity increase in each year of the contract.**

Attachment M

Taste Test Instructions for Vendors

Vendors should bring the following:

- A maximum of one (1) breakfast meal
- A maximum of two (2) lunch meals
- All plates, bowls, utensils needed to serve and eat these meals
- Maximum of three handouts with sample menus and/or company information (optional)
- Banner or tablecloth to display on their table (optional)

Instructions for Preparing for Taste Test and Pre-Bid Meeting:

- Each vendor will be provided with a table.
- Vendors should prepare for a maximum of 10 taste test participants.
- Please arrive with food prepared and ready to serve. There will not be equipment available for use. The taste test will take place at the beginning of the meeting.
- Entrees may be served in tasting portion sizes.
- Entrees served at the taste test should be a true representation of what Vendor will serve students during the school year.

Please RSVP for the taste test to Kaylee Smith at kaylee@schoolfoodsolutions.org before Wednesday, May 3, 2023

Attachment N

Buy American Agreement

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

Vendor must complete the form and include all food products purchased by the company that do not meet the definition of "domestic".

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

	<input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Non-Domestically Grown Product Per Unit
	This product includes % U.S. Content. The product is grown in <input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Non-Domestically Grown Product Per Unit
	This product includes % U.S. Content. The product is grown in <input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Non-Domestically Grown Product Per Unit

By signing this document, the Vendor is certifying that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality or the Vendor has provided sufficient documentation for the SFA to determine whether the cost of the U.S. product is significantly higher than the non-domestic product.

Vendor Name:

Vendor Representative Signature:

Vendor Representative (Print Name):

Title:

Date:

The SFA has researched all items the Vendor is proposing to use that are non-domestic and determined that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality or that the cost of the U.S. product is significantly higher than the non-domestic product and is approving the use of the non-domestic product. The following website for

the Agricultural Marketing Service can provide guidance to the SFA in determining if domestic products are available <https://www.ams.usda.gov/market-news/fruits-vegetables>.

SFA Name:

Approval from SFA Representative (Print Name):

Approval from SFA Representative (Signature):

Title:

Date: