



pennsylvania
DEPARTMENT OF EDUCATION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
607 SOUTH DRIVE
HARRISBURG, PA 17120
www.education.pa.gov

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

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

Folk Arts-Cultural Treasures Charter School

126-51-002-1

July 1, 2024 to June 30, 2025

Any Sponsor selecting to use a Vendor of prepared meals must prepare a contract utilizing this document which may not be re-typed or changed in any way. Addendums to the original or renewal year contract are not permitted. The contract has open fields where additions can be made on the contract itself, in lieu of attaching an addendum

Agreement Page

The Pennsylvania Department of Education (PDE) provides this contract as a service to sponsors, therefore, PDE shall not be named as a party to this contract. The School Food Authority, hereafter referred to as the SFA, is the responsible authority, without recourse to PDE and the United States Department of Agriculture (USDA) regarding the settlement and satisfaction of all issues arising under this contract. This includes, but is not limited to, disputes, claims, protests of award or source evaluation.

This contract is made between the SFA purchasing meals and the contractor awarded this contract, hereafter referred to as the Vendor, who will supply vended meals. The SFA is a sponsor in the National School Lunch Program (NSLP).

All parties certify that they shall operate in accordance with all applicable State and Federal regulations governing the Federal CNPs. The Vendor certifies that all terms and conditions within the contract shall be considered a part of the contract as is incorporated therein.

This contract shall be in effect for one (1) year starting **July 1, 2024** through **June 30, 2025**. This contract may be renewed by, mutual agreement, up to four (4) additional one-year period(s).

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

Folk Arts-Cultural Treasures Charter School

SFA

Vendor

SFA Authorized Representative Signature

Vendor Authorized Representative Signature

Ellen Somekawa

Printed Name of SFA Authorized Representative

Printed Name of Vendor Authorized Representative

Executive Director

SFA Authorized Representative Title

Vendor Authorized Representative Title

General Information

A. Intent

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

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

B. Procurement Method

1. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 2 CFR §200.318-§200.327.
2. This contract will be a Fixed Price Contract charging a fixed price per meal. This contract is neither a “cost-plus-a-percentage-of-income” nor a “cost-plus-a-percentage-of-cost” contract as prohibited by Title 7 CFR§210.16(c).
3. The SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences in the evaluation of quotes/bids in accordance with Title 2 CFR §200.319 (c).
4. The SFA is prohibited from entering a contract with a Vendor that provides recommendations, or develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting this procurement.

C. Pre-Quote/Pre-Bid Explanations

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

D. Quotes/Bids Submission

1. The procurement method is: (Check One)

Informal (<\$250,000). The informal procurement method will be used to obtain quotes. The Quotes are to be submitted

Folk Arts-Cultural Treasures Charter School

Attention:

Or emailed to

Quotes are due by on .
Quotes will not be accepted after this time.

Formal (≥\$250,000). The formal procurement method will be used to obtain bids. All bids must be in a sealed envelope marked on the outside with the name of the vendor and “Vended Meals.” The Bids are to be submitted to:

Folk Arts-Cultural Treasures Charter School

Attention: Ellen Somekawa

1023 Callowhill Street

Philadelphia, PA 19123

Public opening will be at 3:30 pm on 06/12/2024 . Bids are due before the start of the public opening and will not be accepted after this time.

2. If additional information is required, please contact Michelle Barton at 267-236-1035 or at mbarton@factschool.org

E. Bid Guarantee (Formal Only)

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

F. Award Criteria

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

G. Bid Protests (Formal Only)

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

H. Captions

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

I. Contract Terms

The contract shall be for a period of one (1) year beginning **July 1, 2024**, and ending **June 30, 2025**, with up to four (4) one-year renewals with mutual agreement between the SFA and the Vendor.

J. Errors or Omissions

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

K. Final Contract

The complete contract includes all documents included by the SFA in the IFB and the proposal submitted by the Vendor. No additional addendums may be added.

L. Gifts from Vendor

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

M. Disqualified Quotes/Bids

1. Non-Responsive Quotes/Bids – Any Vendor that submits an incomplete quote/bid that fails to meet the specifications of this IFB shall not be considered. The Vendor may be considered non-responsive and the quote/bid may not be accepted. Any Vendor that submits a quote/bid for items or activities not requested by the SFA as specified in the IFB shall not be considered. In such instances, the Vendor also may be considered non-responsive and the quote/bid may not be accepted.
2. Late Quotes/Bids – The SFA will not consider any quotes/bids received after the exact time specified for receipt of all quotes/bids.

N. Payment and Fees

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

O. Additional Information

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

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

Yes No

2. Delivered meals are Exclusive of milk.

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

Unitized (individual) meals.

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

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

Yes No

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

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

Do not repeat any items/specifications outlined under General Information (A-N) or the Standard Terms & Conditions (1-23).

Please see attachment for a full and responsive application.

Standard Terms and Conditions

1. Scope and Purpose

- A. This contract constitutes the entire contract between the SFA and the Vendor.
- B. The Vendor shall comply with the provisions of the specifications, which are hereby in all respects made a part of this contract.
- C. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- D. No provision of this contract shall be assigned or subcontracted by the Vendor.
- E. The SFA shall operate in conformance with the SFA's Agreement and Policy Statement with DFN, and other DFN policies pertaining to NSLP.
- F. The vended meals/snacks exclusive or inclusive of milk will conform to the meal pattern or milk in accordance with the requirements for the following USDA CNPs (Check all that apply):
 - School Breakfast Program (SBP) (Title 7 CFR Part 220)
 - National School Lunch Program (NSLP) (Title 7 CFR Part 210)
 - Afterschool Snack Program (AFSP) (Title 7 CFR Part 210)
 - Special Milk Program (SMP) (Title 7 CFR Part 215)
 - Child and Adult Care Food Program (CACFP) (Title 7 CFR Part 226)
 - Summer Food Service Program (SFSP) (Title 7 CFR Part 225)

Quotes/bids must be inclusive of all of the SFA's current programs. However, the SFA reserves the right to add and/or expand the federal CNP to provide the availability of food resources to children and students that can be served through these programs. Prior approval must be obtained by the State Agency before adding a CNP and both parties must agree to the addition. The SFA also reserves the right to remove CNPs.

- G. Both parties agree to be bound by the USDA program regulations per Title 7 CFR Part 210, Part 215, Part 220, Part 225, and Part 226, as appropriate.
- H. The Vendor shall be an independent contractor and not an employee of the SFA. The employees of the Vendor shall be considered solely employees of the Vendor and shall not be considered employees or agents of the SFA in any fashion.
- I. The SFA shall be legally and financially responsible for the conduct of the food service program and shall ensure compliance with the rules and regulations of USDA and DFN regarding each of the CNPs covered by this contract. The SFA shall not delegate any responsibilities to the Vendor that Title 7 Part 210, Part 215, Part 220, Part 225, and Part 226 prohibit the Vendor from performing.
- J. The SFA shall retain control of the CNP's food service account and overall financial responsibility for the CNPs.
- K. P.L. 110-246, Section 4302 of the Richard B. Russell National School Lunch Act (NSLA) allows SFAs to purchase unprocessed locally grown and locally raised agricultural products. NSLA allows SFAs, if they choose to do so, to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products. SFAs may just apply a preference; they cannot make this a requirement. SFAs choosing to apply a geographic preference shall specify it in Section O.5., Additional Information.
- L. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, catering). These prices shall not be established by the Vendor.
- M. The SFA shall inform the Vendor of any disabilities/special dietary needs and ensure the Vendor complies with all special dietary accommodation requirements. Meal modifications and substitutions

will be made on a case-by-case basis and must be supported by a medical statement with the required information when the modification or substitution cannot be made within the CNP meal pattern. Meal substitutions or modifications may result in a different price, to which both parties must agree. There will be no additional charge to the student for such substitutions or modifications.

- N. The Vendor is responsible for all contractual agreements the Vendor enters into in connection with the CNPs.
 - O. This contract shall be construed under the laws of the Commonwealth of Pennsylvania. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of Pennsylvania.
 - P. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
 - Q. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
2. Signature Authority
- A. The SFA shall retain signature authority for the policy/agreement with DFN, and other agreements and forms necessary to participate in CNPs.
 - B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement in the CNPs' Electronic Application and Reimbursement System (CN PEARS).
 - C. The SFA is responsible for reviewing the data and signing the Edit Check Worksheet(s) prior to the submission of the monthly Claim for Reimbursement.
 - D. The Vendor may not be given access to CN PEARS, COMPASS, or the PrimeroEdge Student Eligibility System, except that menus, nutrient analysis, and production records may be maintained by the Vendor in PrimeroEdge Menu Planning and Production.

3. Meal Requirements

- A. The Vendor will provide meals/snacks, exclusive or inclusive of milk, in accordance with this contract and the federal regulations and policies applicable to the USDA CNPs.
- B. Vendor will provide (check all that apply):
 - Trays
 - Serving Utensils, i.e., Spoons, Tongs, Ladles
 - Eating Utensils
 - Condiments
 - Disposable Paper Supplies, including but not limited to paper plates, napkins, and cups
 - Safe Transportation Containers
 - Cleaning of Safe Transportation Containers
 - Pick up or return of Transportation Containers
 - Oven(s)
 - Refrigerator(s)
 - Cooler(s)
 - Other: _____
- C. The menus must meet requirements established in Title 7 CFR Part 210, 215, 220, 225, and 226, as appropriate. The SFA reserves the right to periodically suggest menu changes within the Vendor's suggested food cost range throughout the contract period.
- D. Meals/snacks will be delivered daily in accordance with the appropriate menu cycle (21-day menus for NSLP, SBP, and ASP; 11-day menu for SFSP; one-month menu for CACFP). Menu changes may be made only when agreed upon by both parties.

- E. The Vendor must comply with the minimum meal pattern requirements for students as listed in Appendix D.
 - F. No payment will be made to the Vendor for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.
4. Orders
- A. SFA estimations of services specified in this solicitation do not serve as actual purchases. Except as provided herein, in the event a SFA's requirements for services set forth in the schedule do not result in orders in the amount or quantities described as "estimated" in the solicitation, it will not constitute the basis for an equitable price adjustment under this contract.
 - B. The Vendor will provide the SFA with menus at a minimum of 2 weeks in advance of the first date listed on the menu.
 - C. The SFA will order meals/snacks inclusive or exclusive of milk on a weekly basis notifying the Vendor 10 days preceding the week of delivery. Orders will include totals for each site and each type of meal/snack inclusive or exclusive of milk.
 - D. The SFA reserves the right to increase or decrease the number of meals ordered on a forty-eight (48) hour notice or less if mutually agreed upon between the parties of this contract.
 - E. The SFA reserves the right to add or delete sites, with prior approval from DFN, and provide one (1) week's written notice to the Vendor. If a site is added, the Vendor would need to agree to the change.
5. Delivery
- A. Meals must be delivered in food-grade containers approved by the local or state health departments that maintain the proper temperatures of food.
 - B. The Vendor shall deliver the meals/snack(s) to site(s) at the specified site location(s) at the delivery time(s) listed on Attachment A – SNP Site Information, and if applicable on Attachment SFSP1 – SFSP Site Information, and if applicable on Attachment CACFP1 – CACFP Site Information.
 - C. Meals/snacks will be delivered daily or other mutually agreed upon period in accordance with the 21-day menu cycle.
 - D. The Vendor shall not deliver incomplete, damaged, or spoiled meals/snacks. The Vendor will provide adequate refrigeration or heating to ensure the wholesomeness of food in accordance with state and/or local health codes.
 - E. The Vendor shall provide a delivery slip with the date and the number of meals/snack(s) delivered. The SFA's authorized representative must sign the delivery slip, verify the condition of the meals, and check the meal temperatures at the time of delivery.
 - F. The SFA must return Vendor equipment (i.e., coolers, etc.). If the equipment is not returned to the Vendor, the Vendor may charge for the cost of replacement. Replacement costs cannot be paid using CNPs funds.
 - G. The SFA may request changes in delivery and packaging in cases of an emergency. Emergencies may include, but are not limited to, wars, acts of public enemies, strikes, work stoppages, natural disasters, acts of God, civil disorders, public health crises, freight embargos, or loss or malfunctions of utilities, respectively, and which by the exercise of due diligence they were unable to prevent. Any price adjustment resulting from the emergency, must be agreed upon by both parties in writing. Additionally, the length of the emergency period should be estimated and agreed to by both parties in writing.
6. USDA Donated Foods (if applicable)
- A. The SFA shall retain title to all USDA donated foods.
 - B. The repackaging and use of USDA donated foods in vended meals is considered processing. (Reference Title 7 §250.30 (a).) If the Vendor receives USDA donated foods on behalf of the SFA, the Vendor must have a State Participation Agreement (SPA) in place with the Pennsylvania Department of Agriculture (PDA). Multi-state processors must also have a National Processing Agreement (NPA) in place with the USDA's Food & Nutrition Service (FNS).

- C. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated foods.
 - D. The Vendor shall select, accept, and use USDA donated foods in as large quantities as may be efficiently utilized in the SFA's non-profit school food service, subject to approval of the SFA. The SFA shall consult with the Vendor in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.
 - E. The Vendor will use all 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 donated foods, in the SFA's food service.
 - F. The Vendor shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA.
 - G. The Vendor shall perform the following activities in accordance with Title 7 CFR §250.50(d): (check all that apply)
 - Preparing meals using donated foods.
 - Ordering or selection of donated foods (in coordination with the SFA).
 - Storage and inventory management of donated foods.
7. Crediting For and Use of Donated Foods (if applicable)
- A. The Vendor must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods).
 - C. All crediting must be done on no less than a monthly basis.
 - D. The Vendor must provide clear documentation of the crediting showing the value received from the donated foods. As determined by PDA's Bureau of Food Assistance in accordance with Title 7 CFR §250.51(c), the following methods shall be used for valuing donated foods:
 1. Processed donated foods are credited based on the product values stated on the USDA November Material Price List pertinent to the appropriate School Year.
 2. All other donated foods are credited based on the product values at the time the foods are received by the SFA, using either PDA's January Commodity Price List or PDA's July Commodity Price List. (Commodity Price Lists are available on PAMeals.)
8. Inventory, Storage and Record Retention of USDA Donated Foods (if applicable)
- A. When this contract or subsequent renewals terminates, the Vendor must return all unused donated ground beef, donated ground pork and processed end products. At the termination of the contract, the SFA will allow the Vendor to keep other unused donated foods.
 - B. The Vendor will comply with the storage and inventory requirements for donated foods.
 - C. The SFA, the Comptroller General, PDA, PDE, USDA, or their duly authorized representatives, may perform on-site reviews of the Vendor's operations, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
 - D. The Vendor will maintain records to document its compliance with requirements relating to donated foods, in accordance with Title 7 CFR §250.54(b).
 - E. The SFA must maintain the following records relating to the use of donated foods:
 1. The donated foods and processed end products received and provided to the Vendor for use in the SFA's food service.
 2. Documentation that the Vendor has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in Title 7 CFR §250.51(a), the value of donated foods contained in processed end products.
 3. The actual donated food values used in crediting.
 - F. The Vendor must maintain the following records relating to the use of donated foods:
 1. The donated foods received from, or on behalf of, the SFA, for use in the SFA's food service.

2. The Vendor must show documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in Title 7 CFR §250.51(a), the value of donated foods contained in processed end products.

G. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the Vendor has credited it for the value of all donated foods received for use in the SFA's non-profit school food service in the school year. The annual Agency Summary Report provided by PDA's Bureau of Food Assistance is the basis for the donated food values.

9. Renewals

A. This contract may be renewed by mutual agreement for four (4) additional one-year periods.

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

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

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

1. The SFA reserves the right to expand the federal CNPs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained from DFN.

2. The Vendor's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

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

3. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall be enforced on their effective date.

4. The government reimbursement rates in effect remain materially consistent throughout the year.

5. Meal components and quantities required by any of the programs selected in letter F, under 1 (Scope and Purpose) of the Standard Terms and Conditions remain consistent with prior years.

6. The projected number of full feeding days that shall remain materially consistent in renewal years are: 170

C. All contract renewals shall be for a period of one year beginning July 1 and ending June 30, with mutual agreement between the SFA and the Vendor. Renewal contracts cannot be effective prior to being signed by both parties. Failure to have renewal contracts signed by June 30, will lapse this contract, and require the SFA to requote/rebid the contract.

D. Renewal year contracts are contingent upon fulfillment of all contract provisions. If DFN determines during an Administrative Review, Procurement Review, audit, etc., that the Vendor is not meeting contractual obligations and is responsible for noncompliance of program regulations, DFN may decline to approve a renewal contract until it can be demonstrated that the Vendor is capable of meeting contractual obligations and compliance with program regulations.

E. Contract-Cost Increase: The renewal price-per-meal cannot exceed the annual percentage increase of the Consumer Price Index for all Urban Consumers (CPI-U), U.S. base, for food away from home, as computed and published by the U.S. Department of Labor for the most recent twelve-month period for which the CPI-U data is available.

10. Health Certifications

- A. The Vendor agrees that the state and/or local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures following Hazard Analysis Critical Control Point (HACCP) guidelines.
- B. The Vendor shall maintain state and/or local health certifications for any facility in which it proposes to prepare meals and shall maintain their health certification for the duration of the contract as required under Title 7 CFR §210.16 (c)(2).

11. Emergency Situations

- A. In an event of unforeseen emergency circumstances, the Vendor shall notify the SFA by telephone, text, email or in person of the following:
 - 1. The impossibility of on-time delivery,
 - 2. The circumstance(s) precluding delivery, and
 - 3. A statement of whether succeeding deliveries will be affected.
- B. When an emergency occurs which might prevent the Vendor from delivering a specific meal/snack component, the Vendor shall notify the SFA immediately so substitutions can be agreed upon.
- C. The SFA shall notify the Vendor of any delay or closing of school(s) due to snow or other emergency situations.
- D. Emergency circumstances at the site precluding the utilization of meals are the concern of the SFA. The SFA may cancel orders provided it gives the contractor at least 48 hours notice or time agreed upon by both parties.
- E. Adjustments for emergencies affecting the Vendor's ability to deliver meals, or the SFA's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the Vendor and the SFA.

12. Payment Terms/Method

- A. Invoices
 - 1. The Vendor shall invoice the SFA at the end of each month for amounts due based on delivery slips. The SFA shall make payments within 30 business days of the invoiced date. The SFA must retain this documentation on-site.
 - 2. The Vendor shall not bill for meals that are incomplete, spoiled, or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, are ineligible for reimbursement, not delivered at the specified time, or do not otherwise meet the requirements of the contract.
 - 3. The SFA will pay the Vendor for all meals delivered in accordance with the contract and the regulations. Neither USDA nor DFN assume any liability for payment or differences between the number of meals delivered and the number of meals served.
 - 4. No payments will be made for deliveries made later than _____ hours after specified mealtime.
 - 5. The payment of interest and late fees from the Non-profit School Food Service Account is prohibited.
 - 6. Upon termination of the Contract, all outstanding amounts shall immediately become due and payable.
 - 7. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and quote/bid specifications.
 - 8. Invoices must be itemized by price per meal cost.
 - 9. DFN may randomly request SFAs to submit copies of invoices for compliance with the above items.

- B. Advance Payment – Indicate whether or not the SFA will consider an advance payment. (Choose one)
- No, the SFA will not consider providing an advance payment to the Vendor.
 - Yes, the Vendor may provide an explanation regarding the financial benefits of allowing an advance and the SFA may consider a request from the Vendor for an advance payment. If an advance is paid it must be reconciled by end of the first six months from the start of each school year (July 1).
- C. Payment Incentives – Indicate whether or not the SFA will consider payment incentives. (Choose one)
- No, the SFA will not consider any payment incentives such as discounts or credits for prompt payment, electronic payment, etc.
 - Yes, the SFA will consider payment incentives such as discounts or credits for prompt payment, electronic payment, etc. Payment incentives only apply if the invoice is paid according to payment terms.

13. Record Keeping, Books, and Reports

- A. The Vendor will maintain records supported by delivery tickets, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments.
- B. The Vendor will maintain production records for the CNPs. The Vendor must provide this information to the SFA. The records must show how the meals provided contribute to the required food components in order to be creditable. Records and supporting documentation (recipes, manufacturer formulation statement, Child Nutrition label, etc.) shall be provided to the SFA. The Vendor may maintain this information for the SFA, under the SFA's name, in the PrimeroEdge Menu Planning system.
- C. The Vendor will maintain records needed by the SFA to meet its program responsibilities and shall submit all required reports to the SFA promptly at the end of each month, unless the SFA requires more frequent reports.
- D. The Vendor agrees to retain the records required by the SFA for a period of three (3) years after the end of the fiscal year to which they pertain (or longer if an audit is in progress). Upon request, the Vendor shall make available all accounts and records pertaining to the program to representatives of DFN, USDA, and/or the Office of the Inspector General and General Accounting Office for audit and/or administrative review purposes at a reasonable time and place.
- E. The SFA will maintain books and records pertaining to this contract, including but not limited to delivery tickets and invoices.
- F. The SFA and the Vendor must provide all documents as necessary for the independent auditor to conduct the SFA's single, program, or financial audit.
- G. If audit findings regarding the program records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Title 2 CFR §200.334)
- H. Should the SFA have any concern as to the Vendor's compliance of regulatory rules due to internal audits, monitoring, an Administrative Review, or a Procurement Review conducted by DFN, the SFA shall have the right to request an audit of the Vendor and the selection of the auditor(s) to perform the audit. The Vendor will be responsible for bearing the costs that occur as a result of this audit.
- I. The SFA is responsible for ensuring resolution of program review and audit findings.

14. Buy American

- A. The Vendor and SFA shall comply with the Buy American provision, Title 7 CFR §210.21 (d). The Vendor shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.), or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.

- B. The Vendor must document and the SFA must approve any exceptions to Buy American. Exceptions are allowable when the domestic foods are not produced or manufactured in the US in sufficient and reasonably available quantities; or competitive quotes/bids reveal the costs of a US product are significantly higher than the non-domestic product.
- C. The Vendor shall certify the percentage of U.S. content in the products supplied to the SFA.
- D. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

15. Licenses and Fees

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

16. Civil Rights

- A. Both the SFA and Vendor hereby agrees that it will comply with:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
 2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
 5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
 6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
 7. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
 8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42, and 50.3);
 9. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this contract;
 10. The USDA nondiscrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
- B. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

- C. By accepting this assurance, the SFA and Vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA.

17. Term and Termination

- A. The SFA or the Vendor may terminate the contract for cause or for convenience by giving 60 days written notice.
- B. At any time, because of circumstances beyond the control of the Vendor, the Vendor or the SFA may terminate the contract by giving 10 days written notice to the other party.
- C. Force Majeure. Neither the FSMC nor the SFA shall be responsible to the other for losses should the fulfillment of the terms of the contract be delayed or prevented by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, wars, acts of public enemies, strikes, work stoppages, natural disasters, acts of God, civil disorders, public health crises, freight embargos, or loss or malfunctions of utilities, respectively, and which by the exercise of due diligence they were unable to prevent.
- D. The SFA is protected under the Commonwealth of Pennsylvania's Tort Claims Act, and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.

18. Noncompliance

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

19. Nonperformance by the Vendor

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

20. Certifications

- A. The Vendor shall sign the Certification Regarding Debarment and Suspension, Appendix A, which is made a part of this contract. (Reference Title 2 CFR Part 180.) This certification assures the SFA that the Vendor has not been debarred from entering into contracts with the Federal Government or any other entity receiving Federal funds or suspended from entering contracts during a time when the Vendor is being investigated for a legal action which is being taken to debar the vendor from contracting activities.

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

21. Insurance

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

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

- A. The SFA shall offer free meals to all eligible children participating in the SFSP. The Vendor shall submit a flat price per meal for the SFSP (Attachment SFSP2). The price per meal includes the preparation, record keeping, and delivery of meals. In accordance with Title 7 CFR §225.15, the SFA cannot contract out the management responsibilities of the SFSP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in Title 7 CFR Part 225. The SFA shall be responsible for determining eligibility for all SFSP sites. The SFA as a SFSP sponsor is responsible for conducting and documenting the required site visits of all sites for pre-approval and during operation of the program.
- B. The SFSP will operate from ~~8:00AM~~ to ~~12:00PM~~.

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

The SFA shall offer meals to all eligible children and adults participating in the CACFP. The Vendor shall submit a flat price per meal for the CACFP (Attachment CACFP2). The price per meal includes the preparation, record keeping, and delivery of meals. In accordance with Title 7 CFR §226.15, the SFA cannot contract out the management responsibilities of the CACFP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in Title 7 CFR Part 226.

Certification Regarding Debarment and Suspension

This certification is required by the regulations implementing Executive Order 12549 and 12689, "Debarment and Suspension" (Title 2 CFR Parts 180). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- (1) The prospective participant certifies, by submission of this quote/bid, that neither it nor its principals:
 - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this quote/bid.

Vendor

Printed Name of Vendor Authorized Representative

Vendor Authorized Representative Title

Vendor Authorized Representative Signature

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Vendor

Printed Name of Vendor Authorized Representative

Vendor Authorized Representative Title

Vendor Authorized Representative Signature

Disclosure of Lobbying Activities
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

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

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) 10. b. Individuals Performing Services (including address if different from No. 10.a.) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Name: _____ Title: _____ Telephone: _____		

Disclosure of Lobbying Activities
Continuation Sheet SF-LLL-A

Reporting Entity: _____ Page ____ of ____

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets, if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Independent Price Determination Certificate

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

Folk Arts-Cultural Treasures Charter School

[Redacted]

SFA

Vendor

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Vendor certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, and has not participated and will not participate in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify, and he or she has not participated and will not participate in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to competing for any public contract, except as follows:

[Redacted]

[Redacted]

Vendor Authorized Representative Signature

Vendor Authorized Representative Title

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.

[Redacted]

Executive Director

SFA Authorized Representative Signature

SFA Authorized Representative Title

NOTE

: ACCEPTING A QUOTER'S/BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Sample Minimum Food Specifications

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

Meat/Seafood

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

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

Dairy Products

All dairy products must be Government inspected.

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

Fruits and Vegetables

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

Baked Products

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

Staple Groceries

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

Vended Meals Contract Attachments
School Nutrition Programs (SNP) Site Information

SFA Name: Folk Arts-Cultural Treasures Charter School

Vendor Name: _____

Site Name	Complete Site Address	Site Contact Name	Site Contact Phone Number	Meal Service Specifications			
				Meal Type	Meal Service Time	Number of Servings per Day	Delivery Time
Folk Arts-Cultural Treasures Charter School	1023 Callowhill Street Philadelphia, PA 19123	Dewi Broadhurst	267-236-1073	Lunch	10:54 AM - 1:06 PM	499	9:00 - 10:00 AM

Vended Meals Contract Attachments
School Nutrition Programs (SNP) Site Information

SFA Name: Folk Arts-Cultural Treasures Charter School

Vendor Name: _____

Site Name	Complete Site Address	Site Contact Name	Site Contact Phone Number	Meal Service Specifications			
				<i>Meal Type</i>	<i>Meal Service Time</i>	<i>Number of Servings per Day</i>	<i>Delivery Time</i>

Vended Meals Contract Attachments
School Nutrition Programs (SNP) Site Information

SFA Name: Folk Arts-Cultural Treasures Charter School
Vendor Name: _____

Site Name	Complete Site Address	Site Contact Name	Site Contact Phone Number	Meal Service Specifications			
				Meal Type	Meal Service Time	Number of Servings per Day	Delivery Time

Vended Meals Contract Attachments
School Nutrition Programs (SNP) Price Per Meal Rates

SFA Name: Folk Arts-Cultural Treasures Charter School

Vendor Name: _____

_____ Exclusive of milk.

Indicate whether Vendor will provide meals/snacks inclusive or exclusive of milk to the SFA:

The Vendor to supply meals/snacks to the SFA for the prices listed below:

Meal Type	Unitized or Bulk Form	Estimated Daily Servings	Estimated Serving Days Per Year	Unit Price	Estimated Total
Breakfast	Choose One				\$ 0.00
Lunch	Bulk	499	170		\$ 0.00
Afterschool Snack	Choose One				\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
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					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
				Grand Total of Agreement	\$ 0.00

Vended Meals Contract Attachments

Payment Terms/Method

SFA Name: Folk Arts-Cultural Treasures Charter School
Vendor Name: _____

Payment Terms/Method - Advance: Section 12.B of the Invitation for Bid

To be completed by the SFA:	
<input checked="" type="checkbox"/>	No, the SFA will not consider providing an advance payment to the Vendor.
<input type="checkbox"/>	Yes, the SFA will consider paying the Vendor an advance of operational expenses to be reconciled by the end of the first six months from the start of each school year (July 1).
To be completed by the Vendor:	
The Vendor is requesting an advance of:	\$ 0.00
To be completed by the SFA (after quote/bid submittal):	
Choose One	

Payment Terms/Method - Incentives: Section 12.C of the Invitation for Bid

To be completed by the SFA:	
<input type="checkbox"/>	No, the SFA will not consider any payment incentives such as discounts or credits for prompt payment, electronic payment.
<input checked="" type="checkbox"/>	Yes, the SFA will consider payment incentives such as discounts or credits for prompt payment, electronic payment.
To be completed by the Vendor:	
The Vendor will offer an annual electronic payment credit off of subsequent invoice after setup of:	\$ 0
Choose prompt payment option	\$ 0.00
	0.00%
A prompt payment is one that is received within _____ days of the invoice date.	

A full and responsive application will include:

1. Bid proposal for vended meals, 2024-25, to the Folk Arts-Cultural Treasures Charter School (FACTS), based on the appended FACTS 21 day menu cycle.
2. Agreement to comply with all of the terms and requirements included in the Folk Arts-Cultural Treasures PDE-SNP-557a Invitation for Bid/Vended meals Contract, including:
 - Signed Appendix A: Certification Regarding Debarment and Suspension
 - Signed Appendix B: Disclosure regarding Lobbying Activities
 - Signed Appendix C: Independent Price Determination Certificate
3. FACTS NSLP Compliance Questionnaire.
4. Resumes of key personnel, including relevant training and certifications.
5. Three (3) references that support your experience and qualifications to demonstrate evidence that you are a responsive and responsible bidder.
6. A bid guarantee described on page 4, section E.
7. Provide one 21-day menu with recipes and nutritional information for all items listed. FACTS will accept the 21 day menu attached to this IFB or an alternative menu provided by the bidder. If providing an alternative menu, please note that FACTS requires the provision of a variety of fresh fruits and vegetables. FACTS does not serve any pork products or shellfish.
8. Sample menu production records for a one-week period for a contract of a comparable sized vended meals program.
9. A sample delivery ticket that will be used.
10. FACTS Facilities Inspection and Taste test Information Sheet.

Additional Notes:

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

FACTS Charter School Lunch Menu

Friday	
Cheese Burger	2sl
Beef Patty	2oz
Cheese	1sl
Fresh Fruits:pear	1ea
Lettuce & Tomato Pickles	3/4C
Milk	8oz
Veggie Patty	1ea

Monday		Tuesday		Wednesday		Thursday		Friday	
Pancake	1ea	Taco	2sl	Rice	3oz	Baked Chicken leg	1ea	Cheese pizza	1ea
Sausages	2ea	Beef taco	2oz	Chicken Teriyaki	2oz	Biscuit	1ea	Garden salad	1/2C
Hash brown	1/2c	Shredded cheese	1oz	Snow peas	3/4c	Collard greens	4oz	Corn and black beans	2oz
Fresh Fruits: orange	1ea	Fresh Fruits: apple	1ea	Fresh fruits: grapes	1ea	Fresh Fruits: melon	1ea	Fresh Fruits: pear	1ea
Milk	8oz	Lettuce, tomato	3/4c	Milk	8oz	Milk	8oz	Milk	8oz
Scrambled egg	2oz	Milk mixed beans	2oz	Tofu teriyaki	2oz	Scrambled eggs	2oz	Boiled egg	1ea
Monday		Tuesday		Wednesday		Thursday		Friday	
Baked Chicken leg	1ea	Spaghetti	3oz	Taco	2sl	Fish Sticks	6ea	Pancake	1ea
Biscuit	1ea	Beef meatballs	4ea	Beef taco	2oz	Bread rolls	1ea	Sausages	2ea
Collard greens	4oz			Shredded cheese	1oz			Hash brown	1/2c
Fresh Fruits: orange	1ea	Fresh Fruits: apple	1ea	Fresh Fruits: grapes	1ea	Fresh fruits: melon	1ea	Fresh Fruits:pear	1ea
Milk	8oz	Broccoli	3/4c	Lettuce, tomato	3/4c	Sweet potato wedges	4oz	Milk	8oz
Scrambled eggs	2oz	Milk	8oz	Milk	8oz	Milk	8oz	Scrambled egg	2oz
		Veggie balls	4ea	mixed beans	2oz	Veggie Nuggets	6ea		
Monday		Tuesday		Wednesday		Thursday		Friday	
Sloppy Joe bun	1ea	Baked Chicken leg	1ea	Macarroni	3oz	Rice	4oz	Sausage Pizza	1ea
Beef with sauce	3oz	Biscuit	1ea	Cheese	2oz	Chicken Curry	2oz	Garden Salad	1/2c
Celery	4oz	Collard greens	4oz	Broccoli	4oz	Broccoli	4oz	Tomato wedges	2oz
Fresh Fruits:orange	1ea	Fresh Fruits: apple	1ea	Fresh fruits: grapes	1ea	Fresh fruits; melon	1ea	Fresh Fruits: pear	1ea
Milk	8oz	Milk	8oz	Milk	8oz	Milk	8oz	Milk	8oz
Tofu Joe	3oz	Scrambled eggs	2oz	Mixed beans	2oz	Egg	1ea	Veggie pizza	1ea
						Peanut Butter	2oz		
Monday		Tuesday		Wednesday		Thursday		Friday	
Salisbury steak	1ea	Wheat bread	2sl	Baked Chicken leg	1ea	Philly chesse steak	3oz	Fish fillet	1ea
Mashed potato	3oz	Turkey slices	3sl	Biscuit	1ea	American Cheese	1sl	wheat bun	1ea
Steam carrots	2oz	Cheese	1sl	Collard greens	4oz	wheat rolls	1ea	american cheese	1sl
Fresh Fruits: orange	1ea	Fresh Fruits: apple	1ea	Fresh Fruits: grapes	1ea	creamed spinach	3/4 c	Sweet potato wedges	4oz
Milk	8oz	Lettuce & Tomato	1/2C	Milk	8oz	Fresh Fruits: melon	1ea	Fresh Fruits: pear	1ea
Mixed beans	2oz	Milk	8oz	Scrambled eggs	2oz	milk	1/2p	Milk	8oz
		Peanut Butter	2oz			Cheese	3sl	Veggie nuggets	6ea

BID PROTEST PROCEDURES

Folk Arts-Cultural Treasures Charter School

1. Who may file the protest: Any bidder or prospective bidder who is aggrieved in connection with a Request for Proposal (RFP) from the Folk Arts-Cultural Treasures Charter School (FACTS) or the award of a contract obtained through such a process may file a protest. Protests relating to cancellation of RFPs and protest relating to the rejection of all bids are not permitted. A bidder is a person or organization that submits a bid in response to the RFP. A prospective bidder is one who has not submitted a bid.
2. Time for filing:
 - a. If a protest is submitted by a prospective bidder, it must be filed within five business days after the prospective bidder knew or should have known of the facts giving rise to the protest. In no event may a prospective bidder be allowed to submit a protest after bid opening time.
 - b. If a protest is filed by a bidder, the protest must be filed within five business day after the protesting bidder knew or should have known of the facts giving rise to the protest. Once the bid opening has occurred, the bidder has five business days to file a protest. The date of filing is the date of receipt of the protest by the School.
3. Form of protest:
 - a. All bid protest must be in writing and filed with the Executive Director of FACTS/ 1023 Callowhill Street/ Philadelphia, PA 19123.
 - b. The protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal.
 - c. The protesting party may submit with the protest any documents or information deemed relevant.
4. Notice of protest: If award has been made, the Executive Director shall notify the successful bidder or contractor of the protest. If the protest is received before award and substantial issues are raised by the protest, all bidders who appear to have a substantial and reasonable prospect of winning the award shall be notified and may file their agreement/disagreement with the Executive Director within three days after receipt of notice of the protest.
5. Stay of Procurement: The Executive Director shall immediately decide, upon receipt of the protest, whether or not the solicitation or award should be stayed, or if the protest is timely received after the reward, whether the performance of the contract should be suspended. If it is deemed that the protest has merit, the Executive Director shall not proceed further with the bid process or award of the contract, and shall suspend performance under the contract if awarded, unless the award of the contract without delay is necessary to protect the substantial interests of the School.
6. Procedures:

- a. Within five days of receipt of the protest, the Executive Director shall submit to the protesting party a response to the protest. The protesting party then has five days to file a response.
- b. The Executive Director shall review and decide the merits of the protest based on all documentation and information, including the initial protest, subsequent responses, and any additional documentation provided. The Executive Director may, in their sole discretion, conduct a hearing.
- c. If the protest occurred prior to the bid opening date, the Executive Director shall decide on the merits of the protest within a reasonable time period, and, if necessary, reschedule the bid award accordingly. If the protest occurred subsequent to the bid opening, the Executive Director shall decide on the merits of the protest prior to the final vote of award by the Board of Directors.
- d. Within five days of making his decision, the Executive Director shall notify all affected parties in writing of his determination. The determination shall state the reason for the decision, and if the determination is a denial of the protest, inform the protesting party of its right to file an action in the Commonwealth Court within fifteen days of the determination mailing date.