*SFA Name*

*SFA Address*

*SFA Contact Information*

Solicitation for bids to supply SFA with vended meals

This solicitation for vended meals is issued with the intent of entering into a contract to purchase vended meals in accordance with applicable state and federal laws governing federally-funded Child Nutrition Programs for *SFA name*, herein after referred to as the “School Food Authority (SFA)”. Meal vendors are invited to submit a vended meals bid in response to this solicitation to furnish vended meals to the SFA, for the *20\_\_\_-20\_\_\_* school year. Meal vendors who respond to this solicitation are hereafter referred to as “Bidders”.

If your company is interested in competing for the awarded contract, please respond to this solicitation for bids as directed in this document. Bids must be submitted with the following information clearly marked on the envelope or email response: “Vended Meals Bid” followed by your company’s name

Bids can be mailed or hand delivered to: *SFA Name*

*SFA Address*

Bids may also be emailed to: *SFA Email Address*

Bids will be accepted until *date* at *time (AM/PM)*.

**BID TERMS, SPECIFICATIONS, CONDITIONS, AND REQUIREMENTS**

1. **Awarded Contract**: The Bidder who is selected for the awarded contract will be referred to herein as the “Contractor”. The Contractor will be required to sign the “Awarded Contract”. The Awarded Contract will be fill-out and completed by the SFA with bid pricing, and all applicable terms and conditions as agreed to by the SFA and the Contractor. An example of this Awarded Contract is attached to this solicitation as Attachment B: “V*ended Meals Contract Template*”. Bidders shall thoroughly read Attachment B: “V*ended Meals Contract Template*” and fully understand the terms and conditions described therein. **Contractor will be bound by those terms and conditions as described in this template contract**. The Awarded Contract will be a fully completed and updated version of this template contract. The Awarded Contract will be provided to the Contractor for signature and dating. Contractor shall complete, sign, and date the Awarded Contract including all applicable attachments.

*Review of Awarded Contract by the Wisconsin Department of Public Instruction (DPI)*: Once the Awarded Contract is executed by both parties, it will be provided to DPI for final review. The DPI will review the Awarded Contract for compliance with Child Nutrition Programs regulations. If the Awarded Contract is returned to SFA by DPI for changes and amendments, SFA and Contractor will work together in good faith to make such changes and amendments to the Awarded Contract.

The SFA reserves the right to terminate the Awarded Contract and re-award the contract to the next most competitive bidder in the event the Contractor, to whom the contract is awarded, should fail to supply the SFA with goods and services described herein, not honor bid pricing, or is unable to comply with the terms and conditions described herein.

Furthermore, in the event that a Contractor to whom an item or items listed in this solicitation has been awarded should fail to supply the SFA requirements promptly and according to the specifications and prices listed herein, the SFA reserves the right to cancel the Awarded Contract and purchase elsewhere.

1. **Awarded Contract Period**: The Awarded Contract issued as a result of this solicitation for bids shall run from *start date* through *end date*. The vended meal prices submitted shall remain firm and continue in force during the entire contract period. The Awarded Contract may be renewed for up to four (4) additional one-year periods by mutual agreement between the SFA and Contractor.

Services and products rendered as a result of the Awarded Contract must comply with regulations and statutory requirements passed down by the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS), DPI, and SFA’s local governing agency. This includes financial and statutory requirements for operating the Child Nutrition Programs including but not limited to the following:

* 2 CFR Part 200;
* USDA Program regulations (7 CFR Part 210, Part 215, and Part 220), guidance, and instructions;
* State law, regulations, and policies that are not in conflict with federal requirements; and
* Local law, regulations, and policies that are not in conflict with federal requirements.

**See Attachment B: “V*ended Meals Contract Template*” for additional Awarded Contract terms, conditions, and renewal instructions.**

1. **Taste Testing**: Bidders are required to participate in a taste testing event that will take place on *date and time*. The taste testing event will be held at *address*. SFA will provide additional information on the taste testing event once all bidders have been identified. Bidders will need to supply SFA with *number of meals* meals to be tested with students. Students will provide feedback on acceptability of meals. Meals will be ranked on a pass/fail basis [pass: meal was acceptable/fail: meal was not acceptable]. Bidders failing to pass the taste testing event will not be considered for further evaluation or awarding of a contract.

Bidders shall provide a narrative as part of their bid describing how they conduct taste testing of new menu items. Bids missing the narrative will be considered non-responsive and not eligible for the Awarded Contract.

Contractor shall provide upon request by the SFA taste testing results of new menu items. Taste testing results indicated unsatisfactory acceptance of meals by students will not be considered for purchasing. Taste testing data shall be broken out by age groups and regions where testing occurred.

1. **Pricing**: Pricing will be fixed price. All meal prices will be net, Free on Board (F.O.B.) to SFA. The SFA will consider individual product price changes as part of a renewal to the Awarded Contract. See Attachment B: “V*ended Meals Contract Template*” for contract terms regarding contract renewal options.
2. Taxes: Price quoted shall not include state or federal taxes from which the SFA is exempt. The necessary exemption certificate will be furnished upon request by the Contractor.
3. **Invoices**: Invoices must clearly identify each SFA site and show a total amount due for each SFA site. Invoices will be paid 30 days of receipt of invoice. .

1. **Payments**: Payment of account will be made within *insert number of days* days from receipt of invoice. All invoices are to be sent to the following address: *SFA Name*

*SFA Address*

See “Attachment A: Sample of a Daily Invoice” for examples of acceptable invoice formats.

1. **Credits**: Credits will be given by the Contractor for any product shortage, defective packages, or unsatisfactory products as deemed by the SFA.
2. Insurance: The Contractor shall maintain in force all insurance coverage required by federal, state, or local licensing authority.

**GENERAL REQUIREMENTS AND SPECIFICATIONS FOR VENDED MEALS**

1. **Vended Meal Orders**: SFA will order meals on *insert day of week* of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each school and each type of meal.

The SFA reserves the right to increase or decrease the daily number of meals ordered with at least *insert number of hours* hour notice or less if mutually agreed upon between the parties to the Awarded Contract.

1. **Menu Cycle Change Procedure:** Meals will be delivered on a daily basis in accordance with the menu cycle developed by the SFA. Deviation from the delivery cycle shall be permitted only upon authorization of the SFA. Menu changes may be made when mutually agreed upon by both parties. When an emergency situation exists which might prevent the Contractor from delivering a specified meal component, the contractor shall notify the SFA immediately so substitutions can be agreed upon. The SFA reserves the right to suggest menu changes within the Contractor's suggested food cost periodically throughout the contract period.
2. **Sanitation**: All meals and meal related items must be prepared and stored in accordance with all applicable health and sanitation regulations.
3. **Production Records:** As required by federal guidelines, Contractor must keep food production records for the meals purchased by SFA. These records must demonstrate how the meals contribute to the required food components, food items, or menu items for each day of operation. Furthermore, these records must provide sufficient documentation to determine how the purchased meals contribute to meeting the age/grade appropriate nutrient standard over the school week. For example, Contractor will need to maintain the following records and have such records available when requested by SFA, federal, or state agency:

* Temperature logs will be available for review, at any time during the contract period.
* Production records will be available for review, at any time during the contract period.

1. **Substitutes**: Meals shall be ordered by the *insert SFA’s Kitchen Manager or Nutrition Program Director*. Items not on the quotation listing shall not be delivered without prior approval from the SFA’s Kitchen Manager or Nutrition Program Director. If a substitute is necessary, delivery of an equal or superior product at an equal or lower price is permitted with prior approval.
2. **Noncompliance**: The SFA reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the Awarded Contract. The Contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The SFA reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The Contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The SFA or agency inspecting shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.
3. **Specifications**
4. **Packaging**
5. All meals shall be encased in sanitary wrappers or containers, which shall be sufficiently strong and tight to exclude dirt and moisture. The packaging in which vended meals is furnished shall be as follows:

* Standard commercial packages (when applicable)
* Securely sealed to insure freshness of the product and protect contents from contamination
* Packages which are dirty, torn, open, mashed, and/or damaged in any way will be returned to contractor.

1. Hot Meal Unit - Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of nontoxic material, and be capable of withstanding temperatures of 400 degrees F (204 degrees C) or higher.
2. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and nontoxic.
3. Cartons - Each carton to be labeled. Label to include:

* Processor's name and address (plant)
* Item identity and meal type
* Date of production
* Quantity of individual units per carton

1. **Food Preparation**: Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery unless agreed to by both parties.
2. **Product Freshness**: It is the responsibility of the Contractor to assure product freshness at all times. Previously frozen items are not acceptable without prior consent of the SFA’s Kitchen Manager or Nutrition Program Director.
3. **USDA Foods**: SFA will require Contractor to accept and utilize USDA Foods. The Contractor will need to be able to sign and comply with terms and conditions listed in Attachment H: “*Addendum to the Vended Meals Agreement for Participation in the USDA Foods Program*” of Attachment B: “V*ended Meals Contract Template*” for additional specifications and requirements. All USDA Foods offered to the SFA and made available to the Contractor are acceptable and should be utilized in as large a quantity as may be efficient shall be utilized for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.
4. **Components of Vended Meals**:Menus must meet the meal pattern requirements regarding the food components and minimum portions specified by the USDA.

All foods must meet the minimum food specifications and quality standards as listed herein and in Attachment B: *“Vended Meals Contract Template*”. A complete list of food specifications can be found on Attachment C of the *“Vended Meals Contract Template.*

1. **Delivery Requirements**: Delivery shall be made by the Contractor to each SFA site in accordance with the order from the SFA.

The Contractor will deliver the ordered meals as checked below or in a manner that is mutually agreed upon between the parties of the Contract to each school as listed below in SFA sites.

* Refrigerated truck(s)
* Insulated containers with ice (cold foods)
* Insulated containers without ice (hot foods)
* Heated units/ovens

Meal(s) are to be delivered by the Contractor in *insert: bulk or unitized* form to locations as indicated in this section of this solicitation.

The SFA reserves the right to add or delete school site(s) and building(s) by amendment of the initial list of approved sites in Schedule A. Deletion or addition of school site(s) and building(s) will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting school site(s) and building(s) shall be negotiated and noted in the modification. The Contractor's invoice shall show the cost as a separate item for that school site(s) and building(s). Otherwise, there shall **not be** any separate charge for transportation, fuel, or delivery. All costs are to be included in the unit price.

Delivery shall include:

*The SFA will need to choose one of the following:*

* Contractor delivers meals, and an employee of the Contractor serves the meals.
* Contractor delivers meals, and an employee of the Contractor is present while the meals are served by SFA.
* Contractor delivers meals. Contractor employee is not required to be present while the meals are served by the SFA.

The Contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.

Deliveries shall be made to the following SFA sites daily, except Saturday, Sunday, and holidays, as ordered; unless specified otherwise, and at such hours as specified by and arranged with the receiving SFA’s Kitchen Manager or Nutrition Program Director. It is the responsibility of the Contractor to place all deliveries in proper areas at each SFA site. All invoices must be reviewed and signed by an authorized SFA employee.

**SFA Sites**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **SFA Site Name** | **Hours of Operation** | **Phone Number** | **Address** | **Contact Person** | **Average Daily Participation** | | |
| **Breakfast** | **Lunch** | **Snack** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

Furthermore:

* All delivery personnel will be in uniform with company identification.
* Delivery personnel will possess Contractor’s employee identification on their person at time of delivery.
* Delivery personnel will allow receiving staff the opportunity to inspect the inside of the delivery truck.

1. **Buy American**: School Nutrition programs are required to “Buy American” (7 CFR 210.21), when purchasing domestic commodity or product with federal funds to the maximum extent practicable. Contractor will need to be able to comply with this requirement for all meals sold to the SFA. **The Contractor shall notify the SFA of any and all items not compliant with this federal regulation**.
2. **Food Laws**: Contractor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan (*see below, sub-section 12 of this section*). SFA may inspect Contractor’s facilities and vehicles.

Meals must be held at the proper temperatures and humidity as recommended by current Wisconsin Food Code, so as to maintain meals at optimum levels of quality and condition. Contractor shall be liable for the safety and appearance of products and packaging materials. Any meals received which are not compliant with applicable food law, or HACCP, will be returned for full credit.

* SFA reserves the right to request dock inspection reports/documentation and conduct on-site inspections of Contractor’s facilities, delivery vehicles, and records, at any time during the contract period.
* The delivery vehicles must be clean, be free of insects and rodents, and be adequate for storing and delivering of meals (dry, chilled, and frozen).

Upon request from the SFA, Contractor shall provide:

* their current HACCP plan;
* latest facility inspection forms and comments from applicable federal, state, and local agencies; or
* procedures for food safety and sanitation, including procedures used for product holds or recalls.

1. **HACCP**: Contractor must submit documentation of HACCP compliance upon notification of being selected for the Awarded Contract. Any Bidder without HACCP compliance documentation will be eliminated as a potential vendor to SFA cafeterias.
2. **Bidder Contact Information**

Name of company submitting this bid: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name of person signing this form: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Bid notices are furnished via e-mail*)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bids must contain the signature of a duly authorized officer of the organization.

1. **Bidder Agrees to**: furnish to the SFA, vended meals products as requested in this solicitation document and certifies:

* no person acting or employed by the SFA is directly involved in preparation of the bid or in any portion of the profits which may be derived there from; and
* as required by the regulations implementing Executive Order 12549, Debarment and Suspension, the Bidder, by submission of this bid, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal department or agency.

1. **Bid Form**: The undersigned hereby offers to furnish the following items as specified herein. These columns must be completed.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item #** | **Name** | **Unit** | **Estimated Annual Quantity** | **Bidder**  **Unit Price** | **\*Bidder**  **Extended Cost** |
| 1 | *Breakfast* | *meal* |  |  |  |
| 2 | *Lunch* | *meal* |  |  |  |
| 3 | *Snack* | *meal* |  |  |  |
| 4 | *Milk* | *carton* |  |  |  |
| *\*Bidder Extended Cost = ( Estimated Annual Quantity) X ( Bidder Unit Price)* | | | | | |
| **Total Extended Cost:** | | | | |  |

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company’s bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Bidder and the SFA.

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

SIGNATURE (of authorized representative): Date:

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

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

**BIDDERS SHOULD RETAIN A COPY OF YOUR BID INCLUDING BID INSTRUCTIONS, CONDITIONS AND SPECIFICATIONS FOR FUTURE REFERENCE.**

**Attachment A: Sample of a Daily Invoice**

**Delivery of unit meals – acceptable**

ABC Vended Meal Service

*ABC Vended Meal Service’s address and phone*

Date meals were delivered: *date*

Number of meals delivered: 74

Each pre-plated lunches contained:

* 1 sandwich of
* 1½ oz sliced turkey on
* 2 slices of whole wheat bread w/mayo
* ½ cup fresh carrot sticks
* 1 small orange
* ½ pint of 1% milk

**Delivery of bulk meals – acceptable**

ABC Vended Meal Service

*ABC Vended Meal Service’s address and phone*

Invoice date: *date*

Date meals were delivered: *date*

Number of meals delivered: 25

1 pan lasagna 25 – 4 oz servings

1 pan green beans 25 – ½ cup servings

Fruit cocktail in juice 1 #10 can

1% milk 1 gallon + 1 quart

**NOT acceptable**

ABC Vended Meal Service

*ABC Vended Meal Service’s address and phone*

Date meals were delivered: *date*

Number of meals delivered:

50 breakfasts

50 lunches

50 snacks

**Attachment B: “*Vended Meals Contract Template*”**