

Legacy Preparatory Charter Academy

Bidding Contract Documents

Fresh Prepared Vended Meals

RFP: 2021-2022



Legacy Preparatory Charter Academy

RFP:2021/2022

Solicitation for bids to supply **Legacy Preparatory Charter Academy** 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 the “**School Food Authority (SFA)**” herein after referred to as **Legacy Preparatory Charter Academy**. Meal vendors are invited to submit a vended meals bid in response to this solicitation to furnish vended meals to **Legacy Preparatory Charter Academy**, for the **2021/2022 fiscal 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: **“Bid No. 2021/2022 – Fresh Prepared Vended Meals”** followed by your **company’s name**

Bids can be mailed or hand delivered to: Buddy Davis
Operations and Facilities Director
2727 Military PKWY, Mesquite Texas 75149

Emailed bids will not be accepted!

Bids will be accepted until **January 8th 2021, no later than 10:00 A.M.**

BID TERMS, SPECIFICATIONS, CONDITIONS, AND REQUIREMENTS

- 1) Awarded Contract Agreement:** 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 Agreement”. The Awarded Contract Agreement will be completed by **Legacy Preparatory Charter Academy**, with bid pricing, and all applicable terms and conditions as agreed to by **Legacy Preparatory Charter Academy**, and the Contractor. An example of this Awarded Contract is attached to this solicitation as Attachment B: “***Vended Meals Agreement***”. Bidders shall thoroughly read Attachment B: “***Vended Meals Agreement***” and fully understand the terms and conditions described therein. **Contractor will be bound by those terms and conditions as described in this contract. The Awarded Contract Agreement will be a fully completed and updated version of this template contract.** The Awarded Contract Agreement will be provided to the Contractor for signature and dating. Contractor shall complete, sign, and date the Awarded Contract Agreement including all applicable attachments.

Review of Awarded Contract Agreement by the Texas Department of Agriculture (TDA): Once the Awarded Contract is executed by both parties, it will be provided to TDA for final review. The TDA will review the Awarded Contract Agreement, and annual contract extensions, for compliance with Child Nutrition Programs regulations. If the Awarded Contract Agreement is returned to **Legacy Preparatory Charter Academy**, by TDA for changes and amendments, **Legacy Preparatory Charter Academy**, and Contractor will work together in good faith to make such changes and amendments to the Awarded Contract Agreement, and annual contract extensions.

Legacy Preparatory Charter Academy, reserves the right to terminate the Awarded Contract Agreement 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 **Legacy Preparatory Charter Academy** 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 requirements promptly and according to the specifications and prices listed herein, then **Legacy Preparatory Charter Academy**, reserves the right to cancel the Awarded Contract Agreement and purchase elsewhere.

- 2) **Awarded Contracted Period:** The Awarded Contract Agreement issued as a result of this solicitation for bids shall run from **August 1, 2021** through **July 30, 2022**. 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 **Legacy Preparatory Charter Academy**, and Contractor.

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

- 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: “Vended Meals Contract Agreement” for additional Awarded Contract terms, conditions, and renewal instructions.

- 3) Bidders are required to participate in a taste testing event. The taste testing event will be held at the Plano Texas location of LPCA 601 Accent Drive Plano, Texas 75075. Legacy Preparatory Charter Academy will provide additional information on the taste testing event once all bidders have been identified. Bidders will supply **Legacy Preparatory Charter Academy**, with *three (3)* meals to be taste tested. Taste testers 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.

***Required to be submitted with Bid Documents:** 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 **Legacy Preparatory Charter Academy**, taste testing results of new menu items. Taste testing results indicated unsatisfactory acceptance of meals will not be considered for purchasing. Taste testing data shall be broken out by age groups and regions where testing occurred.

- 4) **Pricing:** Pricing will be fixed price. All meal prices will be net, Free on Board (F.O.B.) to **Legacy Preparatory Charter Academy**. Legacy Preparatory Charter Academy will consider individual product price changes as part of a renewal to the Awarded Contract Agreement. See Attachment B: “Vended Meals Agreement” for contract terms regarding contract renewal options.
- 5) **Taxes:** Price quoted shall not include state or federal taxes from which **Legacy Preparatory Charter Academy** is exempt. The necessary exemption certificate will be furnished upon request by the Contractor.
- 6) **Invoices:** Invoices must clearly identify each **Legacy Preparatory Charter Academy**, delivery site, and show a total amount due for each Legacy Preparatory Charter Academy delivery site. Unless otherwise specified, the supplier shall render invoices in duplicate for materials delivered or services performed under the purchase order. Invoices shall be submitted immediately in a form acceptable to the District under the same firm name as shown on the purchase order. The supplier shall list separately any applicable taxes payable by the District

and shall certify on the invoices that the Federal Excise tax is not included in the prices listed thereon. The District shall make payment for materials, supplies or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District representative.

7) Payments: All invoices are to be sent to the following address: **Legacy Preparatory Charter Academy, 2901 Military PKWY, Mesquite Texas 75149 Attention Accounts Payable**

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

8) Credits: Credits will be given by the Contractor for any product shortage, defective packages, or unsatisfactory products as deemed by the Legacy Preparatory Charter Academy,

9) 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) Menu Requirements: Menus are to meet NSLP Meal Pattern requirements as listed in Schedule D, for the meals to be vended under this contract. A menu cycle of at least 10 days are to be vended under this contract. Menu requirements Schedule B, and the SBP/NSLP Weekly Menu for Children template form Schedule C are included in this packet.

2) Vended Meal Orders:Legacy Preparatory Charter Academy, will order meals on Tuesday 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 Legacy Preparatory Charter Academy reserves the right to increase or decrease the daily number of meals ordered with at least 48 hour notice or less if mutually agreed upon between the parties to the Awarded Contract.

3) Menu Cycle Change Procedure: Meals will be delivered on a daily basis in accordance with the menu cycle agreed upon by the **Legacy Preparatory Charter Academy**, Deviation from the menu cycle shall be permitted only upon authorization of the Legacy Preparatory Charter Academy. 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 immediately notify the Legacy Preparatory Charter Academy in order to provide sufficient time to determine acceptable substitutions. The Legacy Preparatory Charter Academy reserves the right to suggest menu changes within the Contractor's suggested food cost periodically throughout the contract period.

4) Sanitation: All meals and meal related items must be prepared and stored in accordance with all applicable health and sanitation regulations.

5) Records: As required by federal guidelines, Contractor must keep food production records for the meals purchased by the Legacy Preparatory Charter Academy. 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. Contractor will need to maintain the following records and have such records available when requested by the Legacy Preparatory Charter Academy, 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.

- Product nutrition information including specifications, nutrition facts, ingredient statements, CN labels, product formulation statements, recipes, etc.

6) **Substitutes:** Meals shall be ordered by the *Cafeteria Lead Worker or Cafeteria Supervisor in charge of the serving kitchen*. Items not on the quotation listing shall not be delivered without prior approval from **Legacy Preparatory Charter Academy** Nutrition Program Director or Assistant Director. If a substitute is necessary, delivery of an equal or superior product at an equal or lower price is permitted with prior approval.

7) **Noncompliance:** The **Legacy Preparatory Charter Academy** 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 **Legacy Preparatory Charter Academy** 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. **Legacy Preparatory Charter Academy** or agency inspecting shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.

8) Specifications

A. Packaging

- I. 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.
- II. 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.
- III. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and nontoxic.
- IV. 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

B. 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.

C. Product Freshness: It is the responsibility of the Contractor to assure product freshness at all times.

D. USDA Foods: **Legacy Preparatory Charter Academy** 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: "Vended Meals Agreement" for additional specifications and requirements. All USDA Foods offered to the **Legacy Preparatory Charter Academy** 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.

- E. Components of Vended Meals:** Menus must meet the meal pattern requirements regarding the food components and minimum portions specified by the USDA – Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs; and After School Snack Meal Pattern (Schedule E).

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

- F. Meal Accommodations:** The contractor is to make available to the **Legacy Preparatory Charter Academy** the following special food/diets: No Nuts/Nut Products, Gluten Free, No Dairy, Vegetarian, No Soy

- G. Delivery Requirements:** Delivery shall be made by the Contractor to each **Legacy Preparatory Charter Academy** site in accordance with the order from the **Legacy Preparatory Charter Academy**. Meal(s) are to be delivered by the Contractor in bulk form to all or a portion of the locations as listed in Schedule A. The Contractor shall be responsible for daily delivery of all reimbursable meals, **excluding milk**, in the quantities ordered and at the specified time. **Legacy Preparatory Charter Academy** requests that condiments be delivered with meals.

The Contractor will deliver the ordered meals in a manner that is mutually agreed upon between the parties of the Contract. 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, and according to the requirements listed below:

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

The **Legacy Preparatory Charter Academy** 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.

Deliveries shall be made to the following **Legacy Preparatory Charter Academy** sites daily, except Saturday, Sunday, and holidays, as ordered; unless specified otherwise, and at such hours as specified by and arranged with the receiving Legacy Preparatory Charter Academy's Cafeteria Lead Worker or Cafeteria Supervisor, or Nutrition Program Director or Assistant Director. It is the responsibility of the Contractor to place all deliveries in proper areas at each **Legacy Preparatory Charter Academy** site. All invoices must be reviewed and signed by an authorized **Legacy Preparatory Charter Academy** Nutrition Services employee. Contractor employee is not required to be present while meals are served by an employee of the SFA.

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.

8) 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 must be able to comply with this requirement for all meals sold to the **Legacy Preparatory Charter Academy**. **The Contractor shall notify the Legacy Preparatory Charter Academy of any and all items not compliant with this federal regulation.** [Attachment I]

9) 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 10 of this section*). **Legacy Preparatory Charter Academy**, may inspect Contractor’s facilities and vehicles.

Meals must be held at the proper temperatures and humidity as recommended by current California Retail 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.

- **Legacy Preparatory Charter Academy**, 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 **Legacy Preparatory Charter Academy**, 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.

10) 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 **Legacy Preparatory Charter Academy** cafeterias.

11) 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.

12) Bidder Agrees to: furnish to the **Legacy Preparatory Charter Academy** vended meals products as requested in this solicitation document and certifies:

- no person acting or employed by the **Legacy Preparatory Charter Academy** 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.

13) 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	<i>Breakfast</i>	<i>meal</i>	<i>24,480</i>		
2	<i>Lunch</i>	<i>meal</i>	<i>134,100</i>		
<i>*Bidder Extended Cost = (Estimated Annual Quantity) X (Bidder Unit Price)</i>					
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 Legacy Preparatory Charter Academy.

Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District. Received, acknowledged and incorporated into this Bid Proposal the following Addenda:

(List Addenda)

(Initials of Bidder's Representative)

SIGNATURE (of authorized representative):
PRINT NAME: _____
TITLE: _____

Date:

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

INVITATION FOR BID

SCHEDULE A

SCHOOLS TO BE VENDED - SY 2021-2022

(1 and 2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Name, Address and Telephone Number of School(s)	Authorized Designee at School	Type of Meal(s)	Bulk or Unitized Delivery	Estimated Number of Meals	Holding Facilities (Yes/No)	Delivery Time(s) for Each Vended Meal	Beginning & Ending Dates of SBP/NSLP Operation at School
Legacy Preparatory Charter Academy Plano 601 Accent Drive Plano, Texas 75075	Jose Vasquez	Breakfast Lunch	Bulk	80 220	No	6:30 AM 10:00 AM	August 13, 2021 To June 6, 2022
Legacy Preparatory Charter Academy Mesquite Elementary 2727 Military PKWY Mesquite Texas 75149	Arlinda Bailey	Breakfast Lunch	Bulk	120 325	No	6:30AM 10:00 AM	August 13, 2021 To June 6, 2022
Legacy Preparatory Charter Academy 2901 Military PKWY Mesquite Texas 75149	Gilberto Sanchez	Breakfast Lunch	Bulk	80 200 50	No	6:50 AM 10:15 AM	August 13, 2021 To June 6, 2022

MENU CYCLE REQUIREMENTS

Menu Requirements

1. SFAs are to include in the bid packet at least a 10 day cycle of menus for all meal types that are to be vended under this contract.
 - Menu cycle may be for a longer time period, for example a 4 week or 6 week cycle.
Copy menu forms included in bid packet as needed.
2. Menus are to be planned to meet the scope of services listed as summarized below:
 - A. Bulk Meals
 - B. Exclusive of milk delivery
 - C. Special foods/diets
 - D. Include condiments
3. Menus are to meet SBP/NSLP Meal Pattern requirements as listed in **Schedule E** for the meals to be vended under this contract.
4. **MENU FORMS: The Legacy Preparatory Charter Academy, MUST use the appropriate NSLP prototype menu forms that are included in Schedule C (page 10).**
 - These prototype menu forms already list the required minimum portion sizes
 - Each meal type needs to be listed separately on the menu form.
 - If you want items such as processed breaded meat products (that is: fish sticks, chicken or fish nuggets, chicken patties, fish patties, etc) to count for the meat and the bread requirement in the lunch or supper meal then indicate that you want the product to have a Child Nutrition Label by listing (CN) next to the item.
 - Be very specific and descriptive in specifying food items. For instance: list the type of cereal (Cheerios), the kind of juice (orange), the type of fruit (bananas), the type of veggies (celery sticks). For any meat item that is to be served as a sandwich, don't forget to list the bun. For instance, list hamburger patty and bun instead of just saying hamburger.
 - Be sure to list any condiments needed for the meal.
 - If milk is excluded from your bid, then do not list it on your menu.
 - SBP/NSLP Weekly Menu for Children (5-Day) Schedule C forms are to be copied as needed

SBP/NSLP Weekly Menu for Children (5-Day)

Type	Component	Minimum Serving			Date:	Date:	Date:	Date:	Date:
Breakfast***		Grades K-12			Mon.	Tues.	Wed.	Thurs.	Fri.
	No Milk or Fluids	N/A							
	100% Juice, fruit or vegetable	1 cup							
	Grains/Breads* AND/OR Grain and Meat/ Meat Alternate	Two ounces of Grain/Bread OR one servings of Grains/Breads and 1 ounce Meat/ Meat Alternate							
Lunch		Grades K-5	Grades 6-8	Grades 9-12					
	Meat or meat alternate (ounce equivalent)	1 daily, 8-9 weekly	1 daily, 9-10 weekly	2 daily, 10-12 weekly					
	Grains (ounce equivalent)*	1 daily, 8-9 weekly	1 daily, 8-10 weekly	2 daily, 10-12 weekly					
	Fruit	½ cup	½ cup	1 cup					
	Vegetable**	¾ cup	3/4 cup	1 cup					
	No Milk or Fluids	N/A	N/A	N/A					
After School Snack (must serve at least two different food groups)									
No Milk or Fluids Vegetable, Fruit or 100% Vegetable or Fruit Juice Bread or Bread Alternate Meat or Meat Alternates		N/A 3/4 cup 1serving 1 oz.							

* In SY 2014-2015, SFAs must follow the ounce equivalent crediting method for grains and all of the grain credited in both breakfast and lunch must be Whole Grain Rich. **Vegetable offerings must meet the vegetable subgroup requirements as specified in the US Department of Agriculture Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan 2012 . *** The meal pattern for breakfast has changed for SY 2014-2015

Call for bids to supply LPCA with vended meals products

National School Lunch and Breakfast Programs VENDING FOOD SPECIFICATIONS

All foods used shall be in conformance with SBP/NSLP guidelines for menu planning and the following minimum specifications:

MEATS

Only those meats or meat products which are slaughtered, processed and manufactured in plants participating in the U.S. Department of Agriculture inspection program can be used. Meats and meat products must bear the appropriate inspection seals. All meat and meat products must be sound, sanitary and free of objectionable odors and signs of deterioration on delivery. Meats that are dry heat cooked, use USDA Choice Grade. Meats cooked with moist heat, use USDA Good Grade or better.

GROUND BEEF/PORK

Maximum 26% fat content.

PROCESSED MEATS

Processed meats such as frankfurters, bologna, knockwurst and Vienna sausage that are all meat or have alternate protein products as the only added binder/extender.

PRE-PORTIONED MEAT ENTREES

Commercially prepared products such as breaded chicken or fish, meatballs or patties, etc. must have a Child Nutrition (CN) label indicating that the product has been reviewed by the USDA Child Nutrition Labeling Program and that its contribution to the meal pattern requirements has been determined OR a product analysis sheet signed by an official of the manufacturer stating the amount of cooked lean meat/meat alternate in the product per serving is on file and available upon request.

POULTRY AND SEAFOOD

When served as whole pieces, must be U.S. Grade A.

MILK

Pasteurized, homogenized fluid milk; unflavored must be low fat (1%) or fat free (skim), flavored fat free (skim) or plain cultured buttermilk (1% milk fat or less). All milk is to contain vitamin A and D at the levels specified by the Food and Drug Administration and consistent with state and local standards for such milk.

CHEESE

U.S. Grade A.

EGGS

U.S. Grade A. All eggs must be free from cracks. Dried, liquid or frozen eggs shall be pasteurized.

FRUITS AND VEGETABLES

Fresh produce should be of good quality (U.S. No. 1) relatively free of bruises and defects. Commercially canned fruits packed in its own juice, water, juice or light syrup and be U.S. Grade B (Choice) or better. Canned juices shall be 100% juice, U.S. Grade A. Commercially canned or frozen vegetables, U.S. Grade B (Choice) or better.

GRAINS/BREADS

Grains/breads are creditable when the products are whole-grain, bran, germ or enriched or made with whole-grain, bran, germ and/or enriched meal or flour. Cereal must be whole-grain, bran, germ, enriched, or fortified. If the product is enriched, the item must meet the Food and Drug Administration's Standards of Identity for enriched bread, macaroni and noodle products, rice, cornmeal or corn grits. The grains/breads item must contain enriched flour, bran, germ and/or whole-grain as specified on the label or according to the recipe or

must be enriched in preparation or processing and labeled "enriched." All of all grains credited in the breakfast and lunch programs must be Whole Grain Rich in 2014-2015.

SB80 Guidelines

Products may not contain artificial trans fats; products shall not have been deep fried, par fried, or flash fried. A food item contains artificial trans fat if it contains vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil, unless the manufacturer's documentation or the nutrition facts label required, pursuant to applicable federal and State law, lists the trans fat content as less than 0.5 grams per serving.

ALTERNATE PROTEIN PRODUCTS

A. What Are the Criteria for Alternate Protein Products Used in the National School Lunch Program?

1. An alternate protein product used in meals planned under the food-based menu planning approaches in § 210.10(k), must meet all of the criteria in this section.

2. An alternate protein product whether used alone or in combination with meat or other meat alternates must meet the following criteria:

a. The alternate protein product must be processed so that some portion of the non-protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.

b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).

c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. ("When hydrated or formulated" refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors or any other substances which have been added).

d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A2. a through c of this appendix.

e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.

f. For an alternate protein product mix, manufacturers should provide information on:

(1) the amount by weight of dry alternate protein product in the package; (2) hydration instructions; and (3) instructions on how to combine the mix with meat or other meat

alternates.

B. How Are Alternate Protein Products Used in the National School Lunch Program?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in § 210.10.

2. The following terms and conditions apply:

a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.

b. Alternate protein products may be used in the dry form (nonhydrated), partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

C. How Are Commercially Prepared Products Used in the National School Lunch Program?

Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate product combined with alternate protein products or use a commercially prepared product that contains only alternate protein products.

Source: USDA FNS National School Lunch Program Regulations 7 CFR 210, Appendix A Part II

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan. 2012

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

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

^b Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.

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

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

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

^f Larger amounts of these vegetables may be served.

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

^h Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

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

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

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

^l Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

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

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

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

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

Call for bids to supply LPCA with vended meals products

After School Snack Meal Pattern

7CFR Part 210.10(n)

COMPONENTS (Select Two Different Components From The Four Listed)	AGES 1 and 2	AGES 3 through 5	AGES 6 through 12¹
MILK Milk, fluid	1/2 cup	1/2 cup	1 cup
VEGETABLES and FRUITS Vegetable(s) and/or fruit(s) or full-strength fruit or vegetable juice or An equivalent quantity of any combination of these foods (<i>Juice may not be served when milk is served as the only other component</i>)	1/2 cup	1/2 cup	3/4 cup
GRAINS and BREADS² Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal ³ or Hot cooked cereal or Cooked pasta or noodle products or Cooked cereal grains or an equivalent quantity of any combination of the above grain and bread products	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup 1/2 cup
MEAT and MEAT ALTERNATES Lean meat or poultry or fish ⁴ or Alternate protein products ⁵ Cheese or Eggs or Cooked dry beans or peas or Peanut butter or soy nut butter or other nut or seed butters or Peanuts or soy nuts or tree nuts or seeds ⁶ or Yogurt ⁷ , plain or sweetened and flavored or An equivalent quantity of any combination of the above meat and meat alternates	1/2 oz. 1/2 oz. 1/2 oz. 1/2 large egg 1/8 cup 1 Tbsp. 1/2 oz. 2 oz. or 1/4 cup	1/2 oz. 1/2 oz. 1/2 oz. 1/2 large egg 1/8 cup 1 Tbsp. 1/2 oz. 2 oz. or 1/4 cup	1 oz. 1 oz. 1 oz. 1/2 large egg 1/4 cup 2 Tbsp. 1 oz. 4 oz. or 1/2 cup

¹USDA recommends that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.

²Grains/Breads must be whole-grain or enriched, or made from whole-grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole-grain, enriched or fortified.

³Either volume (cup) or weight (ounce), whichever is less.

⁴A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁵Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.

⁶Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

⁷Yogurt may be plain or flavored, unsweetened, or sweetened – commercially prepared.

NON-COLLUSION DECLARATION

Fresh Prepared Vended Meals: Bid No. 2017/18:(R2)

The undersigned declares:

I am _____,
(Insert "Sole Owner", "Partner", "President, "Secretary", or other proper title)

of _____
(Insert name of bidder)

As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20__ at _____
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA [42 USC 1760(n)], requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There is two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District's decision on approval of foreign substitutions will be final.

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

Attach additional sheets if necessary.

Name of Contractor

Date

Signature of Authorized Official

Title