



SCHOOL DISTRICT OF LANCASTER
SCHOOL FOOD AUTHORITY

REQUEST FOR PROPOSALS # 3902
for
PRE-PLATED MEALS

For the period commencing August 1, 2018 through and including June 30, 2021

Issued on June 7, 2018

Pre-Bid Conference:

There will be no pre-bid conference for this solicitation.

Proposal Submittal Deadline

Thursday, June 28, 2018 at 12:00 PM (noon) EST

Proposal Opening Date, time and location:

Thursday, June 28, 2018 at 2:00 PM EST

School District of Lancaster
Business Office
251 S. Prince Street, 3rd Floor
Lancaster, PA 17603

Section 1. INVITATION

The School District of Lancaster is seeking proposals for Pre-Plated Meals for a 3 year period, according to the specifications contained in this RFP# 3902. Qualified vendors must submit their proposals in the prescribed format, by the date and time outlined in this document.

Modifications, additions, or changes to the terms and conditions of this Request for proposals may be cause for rejection of a proposal. Vendors are requested to submit all attached forms in the format provided.

[END OF SECTION]

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Section 3. BACKGROUND AND PURPOSE

3.1 Profile of the School District

The School District of Lancaster ("the District" or "SDoL") is located in the center of Lancaster County in the southeastern corner of Pennsylvania. According to the United States Census Bureau, Lancaster County is the sixth most populous county in Pennsylvania, and the City of Lancaster is the eighth most populous of Pennsylvania's cities. The District encompasses an area of 13.5 square miles covering the City of Lancaster and Lancaster Township. The School District's boundaries are coterminous with Lancaster Township and the City of Lancaster. The City of Lancaster, located in the center of the School District is the county seat of Lancaster County, and is located approximately forty-five miles south of Pennsylvania's Capital City of Harrisburg and seventy miles west of Philadelphia.

Established in 1836, the District is the second oldest school district in Pennsylvania. The District employs about 1,600 Administrative Staff, Professional Staff, and Support Staff. Our student population averages 11,336 students of whom 60% are Hispanic, 17% are African American, 13% are Caucasian and nearly 10% are Asian and other ethnicities. Residential growth has taken place mainly from the West End of Lancaster Township, in the Martin and Hamilton Elementary School zones.

Our student population includes more than 1,800 English Language Learners who speak thirty-eight different languages peppered with a variety of dialects. About five hundred of these students are refugees from countries such as Democratic Republic of the Congo, Syria, Poland, Ukraine, Burma, Cuba, India, Kenya, Iran, Iraq, and many others. Additionally, about 1,850 students receive Special Education services and support. Afterschool and summer programs, school-based health care clinics, on-site therapy, and counseling services were implemented to provide extra support for these and other students as necessary.

3.2 District Facilities

There are twenty-two educational facilities in the District. An early childhood center located in the District's K-8 school teaches four year-old children, and other pre-school classrooms are in place throughout many of the District's twelve elementary schools. The elementary schools provide full day prekindergarten and kindergarten programs and educate students through fifth grade. Four middle schools serve students in sixth through eighth grades. The J.P. McCaskey High School Campus is comprised of two buildings – J.P. McCaskey and McCaskey East – and serves ninth through twelfth grade students. Two alternative programs offered at Buerhle Alternative School and Phoenix Academy offer different options for students who are in need of credit recovery, are over-age for the grade, or have behavioral concerns. These alternative facilities primarily serve our high school students, but they also house several programs for students in grades 5 through 8 as well.

The District has one K-8 school that opened in April 2014. The first K-8 school in Lancaster County, Elizabeth R. Martin School ("Martin School") was built to serve growing numbers of students in a larger facility due to a boom in housing developments in the area. Many factors influenced the decision to build a K-8 school, and chief among them was the ability to better assist students in moving from elementary school into middle school. The transition between fifth and sixth grade is a critical time for students socially, emotionally, and academically, and the K-8 school offers a more seamless transition.

3.3 Purpose

The School District of Lancaster (SDOL) will receive sealed proposals for Pre-Plated Lunches that meet USDA and State requirements for reimbursement. Companies are invited to submit proposals on the forms requested based on the specifications supplied by the District. The proposal covers the furnishing of Pre-Plated lunches for a three (3) year period, from August 1, 2018 through June 30, 2021. We will select one vendor whose pre-plated meals can provide the required state and federal nutritional values for students in grades Kindergarten through grade 12.

[END OF SECTION]

Section 4. BID CONTACTS AND RESPONSE INFORMATION

4.1 Proposal Questions and Registration:

Drew Schenk, Purchasing Manager
School District of Lancaster
251 S. Prince Street, 3rd Floor
Lancaster, PA 17603
ajschenk@lancaster.k12.pa.us

4.2 Submission of Proposals:

Proposals, including all required forms and documentation, shall be submitted electronically by email to ajschenk@lancaster.k12.pa.us, with "RFP 3902: Pre-Plated Meals Proposal" in the subject line. Tables and/or worksheets shall be attached in an unlocked Excel spreadsheet. Additionally, one hard copy of bid, including required forms and attachments, must be submitted with original ink signatures where required. Hard copies shall be submitted to the address noted in Section 4.1. All bids will be accepted electronically and in hard copy on, or before, 12:00 PM EST, Thursday, June 28, 2018. **Only proposals submitted electronically and in hard copy will be considered a valid bid. Any bid received after the time and date specified on the attached bid schedule will be rejected.**

Proposers, by their submission of a proposal, agree to conduct legally binding transactions by electronic means, within the meaning of the "Electronic Transactions Act," 73 P.S. 2260.101 et seq. ("ETA"). Electronic documents and records and electronic signatures shall be the equivalent of written documents and records and written signatures, pursuant to ETA. Neither the School District of Lancaster nor any of the participants make any representation or warranty concerning the reliability or security of any communication links, networks, or any data or information transmitted electronically, and neither the School District of Lancaster nor any of the participants shall be liable or responsible, in any manner, for any failure, interruption or breach of any communication link, network, or security measure. If necessary, addenda to this RFP will be issued via email, as well as posted to the District's website (<http://www.lancaster.k12.pa.us/financial-information/bids-and-proposals/>). Proposers who have registered to receive this RFP will receive all addenda. All proposers must confirm receipt of addenda by returning Attachment C, if addenda has been issued.

4.3 Response Documentation:

In addition to the bid response required to be submitted electronically, the following documentation must also be received, in hard-copy, on or before 12:00 PM EST of the bid opening date. All documents must be submitted in-person or by common carrier to the address noted in section 4.1. All documents must be submitted in a sealed, opaque envelope, properly addressed, and noting "RFP #3812: Pre-Plated Meals."

Failure to receive these completed documents on or before the stated deadline may result in the rejection of the electronic bid response. The documents are available for access through the District's website, as well as the Vendor Self Service portal.

Bid Security Deposits: Each bid submitted must be accompanied by a certified check, cashier's check or bid bond, drawn to the order of the School District of Lancaster, in the amount of ten percent (10%) of the total contract amount. Guarantees, other than bid bonds will be returned: (a) to unsuccessful proposers as soon as practicable after the opening of proposals and (b) to the successful company upon execution of such further contractual documents and bonds as may be required by the bid as accepted.

Proposers are required to submit the following documentation as part of their proposal:

- Form of Proposal (Attachment A)
- Non-Collusion Affidavit (notarization required) (Attachment B)
- Addendum Acknowledgement Form (if applicable) (Attachment C)
- Minority Business Enterprise Type (Attachment D)
- References (Attachment F)

- Bid Security Deposit
- Samples as requested on Pricing Sheet
- Item Pricing Sheet (Excel format)

4.4 *Timeline:*

Deadline for Written Inquiries: Monday, June 18, 2018 at 5:00 PM EST

Proposal Submittal Deadline: Thursday, June 28, 2018 at 12:00 PM (noon) EST

Proposal Opening Date, Time and Location: Thursday, June 28, 2018 at 2:00 PM EST

[END OF SECTION]

Section 5. GENERAL BID NOTES

1. Ensure that your bid complies with all requirements specified in this Request for Bids. Attention to all clauses of these requirements is advised.
2. Complete bid documents by printing neatly and legibly in pen or typing. Electronic documents must also be completed by typing into the appropriate spaces. Do not alter, delete or change any bid specifications or clauses in the bid documents.
3. Indicate prices for every item you are bidding on.
4. Any variation in your bid from the conditions and specifications as outlined in this Request for Bids must be clearly stated, with the variation from specifications noted. If requested, bidders shall supply samples for all alternates. Note that submission of a sample does not by itself demonstrate compliance with these requirements.
5. No bidder may withdraw his/her bid for a period of ninety (90) days after the date set for the opening thereof.
6. No rights shall accrue to any person submitting a bid or proposal until such bid has been accepted and contract awarded and such contract finally and completely executed in writing.
7. The District reserves the right to waive informalities and to accept any bid or to reject any part of all bids.

[END OF SECTION]

Section 6. BID AND CONTRACT REQUIREMENTS

1. **Submission of Bids:** Bids, including all required proposal and response documentation, shall be submitted in hard copy and electronically through Vendor Self Service. All bids will be accepted electronically and in hard copy on, or before, 12:00 PM EST, Thursday, June 28, 2018. All bids will be publicly opened at 2:00 PM EST on the same day. If you plan to attend the public bid opening, please RSVP by email to ajschenk@lancaster.k12.pa.us, no later than 2:00PM EST on Tuesday, June 26, 2018. Location of the bid opening is dependent upon the number or registered attendees. **Only bids submitted electronically and in hard copy will be considered.**
2. **Preparation of Bids:** Any bid response that alters the documented specification must be indicated on a separate piece of paper and attached to the bid response packet. Bidders must provide their stock code number for each item bid.
3. **Samples:** Samples and product specification sheets should be submitted for all items as requested in the item description, or in any case when an alternate product is bid. Failure to submit required samples may disqualify the bid. Samples will be returned only when requested at the time of submission, at the expense of the bidder.
4. **Quantities:** The Board of School Directors reserves the right to increase or decrease quantities.
5. **Selection or Rejection of Bids:** The Board of School Directors reserves the right to reject any or all bids, in whole or in part, to waive technicalities whenever it is deemed to be in the best interest of the District, and to select single items from any bid. Failure to comply with bid requirements in previous awards is grounds for bid rejection.

The Board of School Directors, in its discretion, may designate up to two primary vendors, who are the responsive and responsible vendor(s), in the event that a primary vendor is not able to supply all requested items.

6. **Purchase of New Items or Items Not Specified on the Bid:** All bids shall contain a markup percentage for items not specified on the bid, and which may be purchased on an as needed basis by the District. This markup percentage shall be documented on the bottom of the bid proposal item worksheet.
7. **Award Contract:** If any bid is accepted, the contract(s) shall consist of this Request for Bids, including all sections and attachments, the awarded vendor's completed proposal and response documentation, and all other completed attachments, along with any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening. In the case of differing or contradictory contract language, the language providing the greatest benefit to the District shall take precedence. The District reserves the right to accept or reject any bid in whole or in part and/or to select one or more items from any bid. The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.
8. **Delivery Time and Location:** The prices quoted shall be for deliveries to The School District of Lancaster, 445 N. Reservoir Street, Lancaster, PA 17602. Deliveries will be required up to two times per week, completed prior to 2:00 P.M. on the scheduled delivery date.
9. **Item Substitutions/Shortages:** If the awarded vendor is temporarily out of stock of a particular item, the District may, but shall not be obligated to, approve the delivery of an equal or superior product at an equal or lower price. Substitutions should exist only in "emergency" situations. Substitutions can be made only upon prior approval of the District. In the case of shortages by the awarded vendor, the District may procure the necessary products from other sources and hold the awarded vendor responsible for any excess cost incurred. Repeated instances of default may result in the removal of the awarded vendor from future bidding.
10. **Safety Data Sheets:** Safety Data Sheets (SDS) required by the U.S. Department of Labor, Occupational Safety & Health Administration shall be supplied in the bid packet for all items bid, where applicable, and shall also be provided with each individual shipment of goods, when applicable.
11. **Deposits:** A Security Deposit, as outlined in section 4.3, is required with all bid submissions.

12. **Performance Bond:** Upon contract award, the successful contractor shall provide the School District with a Performance Bond in the amount of ten percent (10%) of the full contract amount. Contractor shall acquire the bond at their own expense and in the contractor's name. The bond must be secured from a company listed in the Department of the Treasury Circular 570 of companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable Reinsuring Companies.
13. **Licenses, Fees, Taxes:** The vendor shall obtain and maintain all licenses, permits and health certifications required by federal, state, and local laws.
14. **Insurance Requirements:** Contractor (and any subcontractor) shall obtain and maintain insurance as follows, unless waived in writing by the District:
 - a. **Automobile Liability:** Automobile Liability Insurance covering all owned, hired and non-owned vehicles in the amount of \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
 - b. **Workers Compensation:** Worker's Compensation Insurance, disability benefit and other social insurance as may be required by law.
 - c. **Comprehensive General Liability:** Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
 - d. **Excess (Umbrella) Liability:** Excess Liability coverage of \$1,000,000, unless waived by District.

Except for Worker's Compensation Insurance, District shall be named as certificate holder and a primary, non-contributory additional insured under such insurance coverage.

Contractor shall submit insurance certificates ("Certificates") to School District evidencing required insurance coverage at the time of submission of this Agreement and at any other time(s) upon School District's reasonable request(s). Certificates evidencing the required insurance shall stipulate that School District shall receive thirty (30) days prior written notice of any change or cancellation in coverage. If Contractor or any subcontractor fails to carry any insurance required by this Section, Contractor shall protect, indemnify and hold harmless School District in the same manner as if Contractor and/or such subcontractor had in full force and effect coverage in accordance with this Section.

Contractor shall comply with, and shall cause all subcontractors to comply with, all conditions of each insurance contract and all requirements of this Section.

15. **Conformity to Product Specifications:** The successful bidder agrees to furnish and deliver the specified products at such times, at such places, and in quantities as herein specified, and that all products shall be subject to the inspection and approval of the person(s) appointed by the School District who will have full power and authority to reject any or all products which are not in strict compliance and conformity with the specifications, or equal in every respect to the sample submitted. The successful bidder agrees that in the event that the District has accepted and paid for a shipment of a specified item(s), but shall discover upon opening at a later date that the item(s) does not conform to specifications and/or other quality standards of the sample(s) herewith, the bidder shall promptly remove such rejected items, at the District's request and at the bidder's expense, and the bidder agrees to replace promptly any or all of the quantity rejected with products that meet specifications and/or conform to standards of the sample(s) without extra charge to the District.
16. **Default in Performance:** Should the bidder default in the performance of the foregoing paragraph, or not satisfy the delivery requirements stated herein, the District may procure such property or services from other sources in any manner permitted by law and shall have the absolute right to deduct from any monies due to the bidder, or that may thereafter come due to the bidder, the difference between the contract price and the actual cost of the property or services to be replaced or substituted. The price paid by the District in such event shall be the prevailing market price at the time the substitute purchase is made, or in the event that it is necessary to seek bids for such property or service, the amount of the successful bid.

17. **Termination:** The District may terminate or cancel any awarded contract(s) at any time, with or without cause, by providing thirty (30) days advance written notice to the awarded vendor(s). If the awarded contract(s) is terminated in accordance with this paragraph, the awarded vendor(s) shall only be entitled to payment for goods or services delivered prior to the termination and not otherwise returned in accordance with the return policy of the awarded vendor(s). If the awarded vendor(s) was paid for goods not yet provided as of the date of termination, the awarded vendor(s) shall immediately refund such payment(s). If the District terminates any awarded contract(s) in accordance with this paragraph, the District shall retain all rights and remedies allowed by law.
18. **Buy American:** The Warren F. Goodling Child Nutrition Reauthorization Act of 1998, as may be amended, requires sponsors of the National School Lunch Program to buy domestic commodities or products for use in meals to the maximum extent possible. Specification of product origin, based on the Nutrition Labeling and Education Act of 1990, as may be amended, mandates that the country of origin for both domestic and imported food products be identified on the product label. Products bid MUST comply with the foregoing regulations and all applicable federal, state and local laws and regulations.
19. **Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms:** The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. To that end, the awarded vendor(s) shall (i) place qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (v) use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this Section 28.
20. **Debarment and Suspension:** Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the Office of Management and Budget, more commonly known as "OMB," guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that bidder is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Awarded vendor(s) further agrees to immediately notify the District with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
21. **Byrd Anti-Lobbying Amendment:** Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all bidders and awarded vendor(s) agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).
22. **Right to Inventions Made Under a Contract or Agreement:** If District's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient

or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The awarded vendor(s) agrees to comply with the above requirements when applicable.

23. **Vendor Qualifications:** Before any bid can be accepted, a bidder must be deemed qualified, in the judgment of the District, to perform as required herein. A bid may be rejected if a bidder fails to meet any one of the following qualifications:

- a. **Product Line:** It must be clearly evident to the District that a bidder is capable of prompt delivery of all items on the list to be awarded to the bidder.
- b. **Bidders Evidence of Responsibility:** A bidder may be required to furnish evidence in writing that the bidder (a) maintains a permanent place of business, (b) has adequate equipment, finances and personnel to furnish satisfactory and expeditiously the items bid, and (c) is an authorized dealer which is authorized to provide all necessary services and warranties for the items bid.
- c. **References:** A bidder may be required to furnish references of prior work, with a similar size, scope, and nature of this Request for Proposal. A bidder who has previously failed to perform properly, or to timely complete contracts of a similar nature, may be disqualified.
- d. **Facilities and Equipment:** Bidders must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be applied, as recommended and as may be amended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accordance with the Association of Food and Drug Officials (AFDOS) Code as recommended by the United States Food and Drug Administration. District shall have the right, but not the obligation, to monitor all processes and controls in accordance with, and as required by, current Hazard Analysis and Critical Control Points (HACCP) regulations.
- e. **Sanitation Requirements:** District may, but shall not be obligated to, inspect bidder facilities prior to bid award, and the awarded vendor's facilities on a routine basis. Facilities and operating practices must be in compliance with the United States Food, Drug, and Cosmetic Act, as may be amended, and all applicable federal, state and local laws and regulations.

24. **Vendor Selection:** Vendor selection will be upon scoring of submitted proposals. Proposal evaluations will be weighted as follows:

Price	40%
Quality	25%
Taste	25%
References	10%

25. **Standard Contract Conditions**

- a. The contract shall be governed in all respects as to validity, the construction, capacity, performance, or otherwise by the laws of the Commonwealth of Pennsylvania. Exclusive venue and jurisdiction for resolution of any disputes shall be by non-jury trial in the Lancaster County, Pennsylvania, Court of Common Pleas.
- b. Awarded Vendors providing services under a contract herewith assure District that they conform to the provisions of the Civil Rights Act of 1964, as amended.
- c. District is tax-exempt. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
- d. Deliveries under the contract must be free of excise or transportation fees and taxes, except when such a fee or tax is included in the bid price and participants are not exempt from such levies.
- e. The awarded vendor shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with awarded vendor's performance of work under the contract, awarded vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin,

or handicap. Additionally, all applicable federal, state and local laws and regulations shall be deemed to be part of the contract and specifications, and the awarded vendor shall be responsible for compliance therewith.

- f. **Product Protection Guarantees.** School districts have “automatic” product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Awarded vendors are expected to take immediate action to correct any situation in which product integrity is violated.
 - g. **Coupons.** The awarded vendor(s) shall ensure all applicable coupons and rebate opportunities are made available to the CAFCO participants during the course of the contract term.
26. **Equal employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all CAFCO purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.,p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The awarded vendor(s) agrees that such provision applies to any CAFCO purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the awarded vendor(s) agrees that it shall comply with such provision.
27. **Price Change Reviews:** Prices are to remain firm for the specified period for each product category or item as noted on the bid specifications.
28. **Assignment:** The awarded vendor shall not assign the performance of the contract nor any portion thereof to any other person without written consent from the District.

[END OF SECTION]

Section 7. PRODUCT SPECIFICATIONS

1. Meals will contain no trans fats.
2. Each pre-packaged, delivered lunch must contain meal component equivalencies of at least:
 - a. 2 ounces of M/MA
 - b. ¼ cup of vegetables
3. Meal components shall be master packaged in corrugated containers.
4. Meals must be packaged in an ovenable multi-compartment tray, measuring no larger than 7 12/16" x 5 1/16" x 2", covered with an ovenable film, and securely lip sealed.
5. When intended for oven crisping (such as breaded chicken and pizza) they should be packaged in vented, ovenable folding boxes or the ovenable containers should be sealed with vented ovenable film. Vented ovenable film shall be with perforations of one quarter (1/4) inch in diameter, with four (4) perforations per square inch.
6. Ovenable containers shall be printed to resist scuffing, marring and caramelizing, with inks that are odorless and smokeless under conditions of oven heating.
7. The film used shall be 60 to 80 gauge polyester stock, transparent and non-toxic, which is heat (not adhesive) sealed to the flanges of the containers, so as to prevent separation in convection oven heating. Excess film should be tucked under containers in a fashion to preclude sticking to adjacent containers during heating.
8. Ovenable film wrap used for sandwich type items shall be 60 to 80 gauge polyester stock, transparent and non-toxic.
9. All modules must withstand oven heating up to 400 degrees Fahrenheit for a minimum of 35 minutes, as well as subzero Fahrenheit temperatures for storage.
10. All refrigerated food shall be delivered at an internal temperature of 41 degrees Fahrenheit or below, but no lower than 32 degrees Fahrenheit.
11. All frozen food shall be delivered at 0 degrees Fahrenheit or below. Frozen products shall show no evidence of thawing or re-freezing, freezer burn, or any off color or odors.
12. Cartons / Cases - Each carton /case shall be labeled to meet state or local requirements. Label to include:
 - Processor's Name and address and zip code (plant)
 - Item identity, meal type
 - Date of production
 - Quantity of individual units per carton
 - Heating or thawing instructions
 - USDA Inspection Numbers
 - USDA CN label where applicable
13. Preparation instructions, heating time, and temperature, must be furnished with each case. The master shipper shall be a top opening regular slotted container of minimum 200# test strength.
14. Unit price per meal would be required to be a **fixed price** for a three (3) year period from 8/20/18 to 6/30/21.
15. District will order meals on a weekly basis and will include totals for each site and each type of meal to be delivered. As an estimate, each meal (quantity 7,500 each) would be ordered approximately 10 times per school year, or approximately once every 4 weeks.
16. Pricing shall include packaging, freight, delivery, and all other related costs.

17. District reserves the right to increase or decrease the number of meals ordered on a forty-eight hour notice or less if mutually agreed upon between the parties to this contract. There would be no penalty to District if the quantity of meals goes under 7,500 and, reversely, if we need more than 7,500 meals, these would be made available by the vendor to District at the unit price quoted on this RFP.
18. District will provide our own meals anywhere from 12-15 days out of each 4 week cycle.
19. All components furnished must meet or exceed U.S. Department of Agriculture (USDA) requirements for the National School Lunch Program including all new regulations and serving requirements beginning with the school year 2018-2019. All meals furnished must comply with the traditional food-based option and the nutritional mandates of said requirements. Upon thirty day's notice during the service of this contract, Vendor must provide documentation of such compliance, on an item-by-item and weekly summary basis, indicating portion size by weight and nutrient contribution as prescribed in accordance with USDA requirements, for each food component provided.
20. Meals shall be delivered on (daily, weekly, etc.) basis in accordance with the menu cycle. Deviation from this menu cycle shall be permitted only upon authorization of District. Menu changes may be made only when agreed upon by both parties. When an emergency might prevent the vendor from delivering a specified meal component, the vendor shall notify immediately District-designated representative so substitutions may be approved. District reserves the right to request menu changes periodically throughout the contract period.
21. **Major Ingredients:** Meal entree pack shall be processed and packed under continuous inspection of the United States Department of Agriculture.
 - a. Meat and Poultry: All meat and poultry products shall be processed under continuous inspection of the United States Department of Agriculture. Only domestic meat and poultry meeting the following grade standard shall be used:

i. Beef	USDA Choice or better
ii. Pork	USDA Number 1
iii. Veal	USDA Choice
iv. Poultry Chicken (fryers)	USDA Grade A
v. Fowl	USDA Grade A or B
vi. Turkey	USDA Grade A or B
 - b. Cured Processed Meats: (Bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry, and meet all requirements for FSQ standards for that product. No variety meats, fillers, extenders, non-fat milk solids or cereal will be allowed.
 - c. Non-Cured Meat Products: Fillers not approved as a protein source by the United States Department of Agriculture Food and Nutrition Service (FNS) may not be included as cooked meat weight.
 - d. Fish and Seafood: Frozen fish and seafood ingredients shall be manufactured under continuous inspection of the United States Department of Commerce: Grade A.
 - e. Dairy Products: All dairy products shall be United States Department of Agriculture Grade A, where applicable. Cheese food or cheese spread are not permitted. Cheese alternates may be used.
 - f. Frozen Vegetables: All vegetables United States Department of Agriculture Grade A Fancy IQF frozen shall provide color, flavor and textural characteristics of freshly prepared vegetables upon re-heating of meal from frozen 0 degrees F state. (Canned vegetables may be used only in preparation of sauces.) All fresh vegetables must be ready for consumption per USDA Food Buying Guide.
 - g. Fruits: Canned or Frozen - United States Department of Agriculture Grade A Fancy - must comply to standards of identity for the product and provisions of the Food, Drug and Cosmetic Act and must be packed in water, light syrup, or their natural juices. Fresh fruit shall be USDA Fancy or #1 Grade, and size must provide at least 1/2 cup fruit equivalency.
 - h. Fats and Oils: Butter - 92 score, Fortified; Margarine - Fortified 15,000 I.U.

22. **Food Preparation:** Meals shall be prepared under properly controlled temperatures and assembled prior to delivery and in accordance with all applicable health department requirements. Bidder's production facilities must be owned and operated by the bidder, and must be under continuous inspection by the U. S. Department of Agriculture Food Safety and Quality Service. There will be no exceptions of the requirements for ownership and inspection.

[END OF SECTION]

ATTACHMENT A. FORM OF PROPOSAL

To: The School District of Lancaster
Attn: Business Office
251 S. Prince Street, 3rd Floor
Lancaster, PA 17603

We, the undersigned, herewith propose and agree to furnish to the participants any item or items at the quoted price.

This proposal is subject to all the terms of the Request for Bids, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening, and we hereby agree to enter into a written contract to furnish such item(s), as may be awarded to us.

We understand that the School District of Lancaster reserves the right to reject any or all proposals or any portion thereof not deemed satisfactory, or to select single items from any bids.

The undersigned certifies to having read the Request for Bids, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening and offers to furnish supplies and/or materials as specified to the District in exact accordance with these specifications and conditions at the prices stated on the attached forms and/or electronic bid submission.

Date: _____

Name of Company: _____

Name & Title of authorized Bidder (printed):

Address: _____

Telephone: _____

Fax: _____

Email: _____

Authorized Signature: _____

ATTACHMENT B. NON-COLLUSION AFFIDAVIT

Bid/RFP Number: _____

State of: _____

County of: _____

I state that I am _____ (title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ (Name of Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by School District of Lancaster in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from School District of Lancaster of the true facts relating to the submission of bids for this contract.

Signature: _____

Name and Position: _____

SWORN TO AND SUBSCRIBED BEFORE ME

THIS ____ DAY OF _____, 20 ____

Notary Public

My Commission Expires: _____

ATTACHMENT C. ADDENDUM ACKNOWLEDGEMENT FORM

Indicate below your confirmation of all addendums received for the above aforementioned bid. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

We hereby confirm receipt of all addendums indicated below in response to RFP #3902 for Pre-Plated Meals.

ADDENDUM #1

Date_____

Signature_____

ADDENDUM #2

Date_____

Signature_____

ADDENDUM #3

Date_____

Signature_____

ATTACHMENT D. MINORITY BUSINESS ENTERPRISES TYPE

Indicate below if your organization is considered a minority business enterprise (MBE), as classified in Federal 2 C.F. R. 200.321. Additionally, indicate the MBE status of any suppliers or subcontractors which may be utilized in this proposal. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

Vendor Name: _____

Minority Owned

Women Owned

Small Business

Section 8A

Disabled Veteran

HUB

Supplier or Subcontractor _____

Minority Owned

Women Owned

Small Business

Section 8A

Disabled Veteran

HUB

Supplier or Subcontractor _____

Minority Owned

Women Owned

Small Business

Section 8A

Disabled Veteran

HUB

Date _____

Signature _____

SCHOOL DISTRICT OF LANCASTER

2018-2019 STUDENT CALENDAR

July 18						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 18						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 18						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 18						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 18						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 18						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- August 27.....First Student Day
- August 28.....First Day for Grades 10, 11 & 12
- June 7.....Last Student Day
- Schools Closed: Teachers on Duty**
- August 20, 21 & 22.....Professional Development
- August 23.....All Staff Meeting & PD
- August 24.....Teacher Work Day & Faculty Meeting
- November 6.....Professional Development
- January 2.....Conference Professional Development
- January 22.....Design & Development Day
- June 10.....Work Day

- Schools Closed: Support Staff on Duty**
- August 22.....PD for School Year Staff Only
- August 23.....All Staff Meeting & Professional Development
- August 24.....Work Day
- November 6.....Professional Development
- January 22.....Professional Development

- Schools Closed: Offices Open**
- August 31.....Labor Day Recess
- October 8.....Indigenous Peoples' Day
- November 21.....Thanksgiving Recess
- December 26, 27 & 28.....Winter Recess
- April 18.....Weather Make-up Day
- May 21.....Weather Make-up Day

- Schools Closed: Offices Closed**
- July 4.....Independence Day Holiday
- September 3.....Labor Day Holiday
- November 22, 23 & 26.....Thanksgiving Holiday
- December 24 & 25.....Christmas Holiday
- December 31 & January 1.....New Year's Day Holiday
- January 21.....Martin Luther King Day Holiday
- February 18.....Presidents' Day Holiday
- April 19 & 22.....Easter Holiday
- May 27.....Memorial Day Holiday

- Elementary & Middle Schools Closed**
- November 19 & 20.....Parent Teacher Conferences
- February 14 & 15.....Parent Teacher Conferences

- McCaskey Campus Closed**
- October 26.....Parent Teacher Conferences
- February 15.....Parent Teacher Conferences

- Early Dismissal for Students**
- 2nd Wednesday of each month, last Wednesday of September, February and March and last student day, All Staff will work regular hours.

- Keystone Exams Testing Window**

 - December 3-14.....Algebra I, Biology, Literature
 - January 7-18.....Algebra I, Biology, Literature
 - May 13-24.....Algebra I, Biology, Literature

PSSA Testing Window

 - April 15-26.....Grades 3-8 English Language Arts
 - April 29-May 3.....Grades 3-8 Mathematics
 - April 29-May 3.....Grades 4 & 8 Science
 - April 29-May 3.....Make-up Testing

Marking Period Schedule: First MP Begins August 27 | Second MP Begins November 1 | Third MP Begins January 24 | Fourth MP Begins March 29

January 19						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 19						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 19						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 19						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 19						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 19						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3/22/2018

ATTACHMENT F. REFERENCES

Provide three (3) recent references of similar size and requirements. Please include the following for each reference:

Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Number of Meals per Week:	

Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Number of Meals per Week:	

Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Number of Meals per Week:	