

CaliberSchools

INVITATION FOR BID: VENDED MEALS Caliber Schools

Statement of Purpose

This Invitation for Bid establishes the conditions to be met by bidders interested in providing vended meals to Caliber Schools, hereinafter referred to as the **“AGENCY”**. Subject to the conditions prescribed, sealed bids are invited for the purpose of providing breakfasts, lunches, snacks and suppers, hereinafter referred to as **“MEALS,”** that meet the National School Lunch Program (NSLP) 7 CFR, sections 210, School Breakfast Program (SBP) 7 CFR, section 220, Child and Adult Care Food Program (CACFP) 7 CFR, section 226 and Meal Supplements in the National School Lunch Program meal pattern requirements. AGENCY’s food service goals are to provide nutritious, high-quality meals to students, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program.

Bids for MEALS are being accepted for the following school locations, hereinafter referred to as the **“SCHOOLS”**:

Caliber: ChangeMakers Academy : 500 Oregon Street Vallejo, CA 94590
Caliber: Beta Academy: 4301 Berk Avenue, Richmond, CA 94804

Bidders, hereinafter referred to as **“VENDORS,”** may request copies of this IFB by contacting Markus Mullarkey by any of the following methods:

Phone: 415-860-4963
Email: markus@caliberschools.org

During the proposal interval, VENDORS may contact Markus Mullarkey for clarification and questions regarding the IFB at the email listed above. Requests for clarifications should be provided by email on or before April 12, 2019. All questions will be answered on or before April 19, 2019 via email to those VENDORS who have identified their interest in receiving such answers. Please email Markus Mullarkey at the address above to be included on this communication.

Background Information:

AGENCY is a nonprofit charter management organization serving the West Contra Costa and Vallejo communities. Caliber: Beta Academy (hereinafter referred to as **“CBA”**) is a TK-8th grade

school in its fifth year of operation. During the 2019-2020 school year CBA will proudly serve approximately 875 students. Caliber: ChangeMakers Academy (hereinafter referred to as “CMA”) is a TK-8th grade school in its third year of operation. During the 2019-20 school year CMA will proudly serve approximately 750 students.

Contract and Payment Terms:

The term of the ensuing fixed-price agreement shall be from August 1, 2019 through July 31, 2020, with the option to extend for four additional one-year renewals, subject to required approvals. Payment terms shall adhere to the following requirements:

- a. The VENDOR’s fixed-price invoice will be fully compliant with Title 7, CFR Part 210, 220, and 226 Procurement Requirements. The vendor will have already taken discounts, rebates, and other credits into account when formulating their prices for this fixed-price agreement.
- b. Charges and expenses must be mutually agreeable. AGENCY will only pay invoices if they pass audit and are compliant with Title 7 CFR 210.14(a), 210.19(a)(1), 21021(c)(3) and Title 2 CFR, 200 & 400.
- c. The AGENCY will not pay for meals that are spoiled or unwholesome at time of delivery.
- d. Any interest, fines, penalties, and finance charges are not allowable cafeteria fund expenses (Title 2 CFR 200.449).
- e. Invoices will be sent and paid weekly and be broken out by individual site and meal program

Bid Requirements

Interested VENDORS should inspect the SCHOOLS’ premises prior to submitting a proposal in order to determine all requirements associated with the proposed contract. To set up a time for a visit, please contact Markus Mullarkey (contact information provided above).

To respond to this IFB, interested VENDORS must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this IFB. The AGENCY will consider this evidence in determining whether the bidder’s response is responsive and conforms with all the material terms and conditions of the IFB.

All bids must include:

- a fixed price per-MEAL cost for lunch, which shall include equipment, utensils and other supplies necessary for meal service, and delivery charges (broken down per item cost, using the format in Attachment A or a comparable substitute),
- a fixed price per-MEAL cost for breakfast, which shall include equipment, utensils and other supplies necessary for meal service, and delivery charges (broken down per item cost, using the format in Attachment A or a comparable substitute),

- a fixed price per-MEAL cost for snack, which shall include equipment, utensils and other supplies necessary for meal service, and delivery charges (broken down per item cost, using the format in Attachment A or a comparable substitute),
- a fixed price per-MEAL cost for supper, which shall include equipment, utensils and other supplies necessary for meal service, and delivery charges (broken down per item cost, using the format in Attachment A or a comparable substitute),
- All bids must indicate whether the cost for milk (and what type(s)) will be included with each MEAL or whether it will be billed separately (and at what cost),
- a 21-day cycle menu for each meal as an example of expected offerings (offerings must be compliant with state and federal portion sizes and nutritional values).
- a Certificate of Independent Price Determination,
- a copy of the VENDOR's current health permit for the facility at which meals will be prepared and food items stored, and
- 3 references to which the VENDOR has provided food services within the past 2 years (using the format in Attachment B or a comparable substitute).

All bids of \$100,000 or more must include the following certifications from potential VENDORS:

- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Certification Regarding Debarment, Suspension, and Ineligibility

The AGENCY prefers to receive bids by email, but will accept them in either of the following three manners (bids received by mail or in person will not be adversely impacted in the bid evaluation process):

- By email: markus@caliberschools.org
- By mail: PO Box 5282, Richmond, CA 94805
- In person: 4301 Berk Ave Richmond, CA 94804

All VENDORS are required to provide sample meals that the AGENCY can use for a tasting to evaluate the suitability of each VENDOR's meal offering for AGENCY's program. Please contact Markus Mullarkey at the email above to coordinate the logistics of providing sample meals for the tasting. The AGENCY currently anticipates scheduling such tastings during the week of April 15th, but can remain flexible depending on VENDORS' availability.

All bids are due to AGENCY by **Friday April 26 at 1:00pm**. All bids will be publicly opened at 4301 Berk Ave Richmond, CA 94804 on that date and time. Proposals received by AGENCY after the date and time indicated may not be considered for contract award and shall be returned to the VENDOR. Incomplete proposals will not be accepted.

AGENCY reserves the right to waive any informalities or to reject any or all bids.

AGENCY will evaluate proposals at each SCHOOL separately and for the AGENCY as a whole, and will recommend awarding contract(s) to the lowest price, responsive and responsible bidder. It is possible that contracts will be awarded to different VENDORS at each SCHOOL or that the same VENDOR will be selected for both SCHOOLS.

No submitted bid may be withdrawn by a VENDOR within sixty (60) days after the bid opening unless AGENCY consents to a withdrawal of the bid during such period.

Scope of Work:

VENDOR will prepare and deliver MEALS to the SCHOOLS that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the New Food Based Menu Planning (FBMP) for Breakfast and Lunch which is further described in Attachment A to this IFB. The vendor will prepare MEALS at a site that maintains the appropriate state and local health certifications for the facility and will package and deliver these MEALS in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their bid, a copy of the current state and local health certifications. The AGENCY will not pay for meals that are spoiled or unwholesome at time of delivery.

VENDOR RESPONSIBILITIES

- a. VENDOR will provide the necessary utensils, napkins, and condiments in sufficient quantity for the number of MEALS ordered.
- b. VENDOR shall deliver meals to location(s) at times specified by AGENCY (generally prior to 7:00 am excluding school holidays).
- c. VENDOR shall be responsible for the condition or care of MEALS until they are delivered to the school.
- d. VENDOR shall provide to AGENCY no later than one (1) week prior to the end of each month, a monthly menu covering the meals to be served for the following month.
- e. VENDOR shall provide and maintain warming stations (and any other necessary equipment) for onsite food storage prior to meal service. Kitchen equipment must be compatible with AGENCY's servery layout.
- f. VENDOR shall deliver food in a transportation method approved by FSMA (Food Safety Modernization Act)
- g. When requested by the AGENCY, the VENDOR shall provide AGENCY with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- h. VENDOR shall maintain all necessary records on the nutritional components and quantities of the MEALS served at the AGENCY and make said records available for inspection by State and Federal authorities upon request
- i. VENDOR shall maintain all necessary records pertaining to the receipt and use of USDA donated foods provided to the VENDOR by the AGENCY.
- j. VENDOR shall maintain and provide to agency all necessary transportation and other required records.
- k. VENDOR shall assume all liability for proper use and protection of commodities and materials necessary to prepare the meals while they are stored at the preparation site.

- l. VENDOR shall work with AGENCY staff to determine the order amounts to reduce over-ordering. This can be done on a daily or weekly basis.
- m. VENDOR will guarantee that AGENCY is getting a price not more than vendor has offered to other clients under similar circumstances.
- n. VENDOR will assist AGENCY in becoming compliant for additional meal reimbursement.
- o. VENDOR will guarantee compliance with new meal pattern standards.
- p. VENDOR will invoice AGENCY weekly
- q. VENDOR shall provide transport record, which much contain: food items, number of servings, serving size, contribution to the meal pattern, food temperatures / time documentation prior to leaving vendor's facility.
- r. VENDOR shall make themselves available during CDE onsite review to answer questions and provide any necessary information requested by auditor.

AGENCY RESPONSIBILITIES

- a. AGENCY shall notify VENDOR of the number of MEALS needed each week by the end of business Friday of the preceding week. AGENCY shall be obligated to pay for the number of MEALS requested even if not served or consumed.
- b. The AGENCY shall notify the VENDOR of the number of sack lunches needed by the end of business Friday of the week preceding the day that sack lunches will be required.
- c. The AGENCY shall not pay for meals that are spoiled or unwholesome at time of delivery.
- d. AGENCY shall be responsible for maintaining the proper temperature of the lunch components in stations provided by the vendor until they are consumed.
- e. AGENCY shall verify delivery (food items and quantity, meals meet meal pattern requirements)
- f. AGENCY shall record temperatures
- g. AGENCY shall record leftovers
- h. AGENCY must ensure that vended meal contractor completes Transport Records correctly.

VENDOR's food service program must also meet the following criteria:

- NSLP/SBP/CACFP compliant MEALS (all MEALS must be eligible for state and federal reimbursement)
- NSLP/SBP/CACFP menu recordkeeping and planning necessary to receive reimbursements
- All bids must indicate if milk will be provided with each MEAL and what type(s).
- All fresh foods: no processed, fried, re-heated or packaged product MEALS.
- Organic ingredients used whenever possible (min. threshold of 50%)
- Hormone and antibiotic-free meats and dairy products used whenever possible.
- Fresh fruit and vegetable with every MEAL. Open to working with the USDA Fresh Fruit and Vegetable Program

**Attachment A
FEE PROPOSAL FORMAT**

COST PER MEAL

Provide the cost per meal. All food costs must be based on the VENDOR's 21-day cycle menu. (Note: Prices must NOT include values for USDA Foods, and must include all meal programs)

LINE ITEM	CBA \$/MEAL	CMA \$/MEAL
Breakfast	\$	\$
Lunch	\$	\$
Snacks	\$	\$
Suppers	\$	\$
Nonreimbursable Meals	\$	\$
TOTAL	\$	\$

OTHER COSTS

Provide a breakdown of all other costs (if any) that will be billed on a fixed price basis

Item #	Description	CBA Annual Cost	CMA Annual Cost
1.	Utensils		
2.	Paper plates		
3.	Napkins		
4.	Equipment use		
5.	Transportation		
6.			
7.			
	SUB TOTAL		

**ATTACHMENT B
VENDOR References**

List 3 references to which the VENDOR has provided food services within the past 2 years

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