

2/12/19

# Woodbury County Juvenile Detention Center Non-Profit School Food Service RFP

This document contains a bid solicitation for the furnishing of meals for a nonprofit food service program and sets forth the terms and conditions applicable to the proposed procurement. **Upon acceptance, this document shall constitute the contract between the bidder and the School Food Authority (SFA/Agency).**

The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the bid solicitation/contract.

**2018-2019 FOOD SERVICE CONTRACT**

**Woodbury County Juvenile Detention Center (SFA)**  
**&**  
**CBM/Summit Managed Food Service (Vendor)**

The WCJDC Woodbury County Juvenile Detention Center hereinafter referred to as CBM/Managed Food Service hereinafter referred to as the "Vendor", hereby enter into an agreement that describes the responsibilities of each party when providing meals to Schools in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). (Vendor means a merchandiser of complete meals, meal components).

**The SFA agrees to:**

1. Plan menus which adhere to meal pattern guidelines for the National School Lunch Program and School Breakfast Program.
2. Provide the Vendor with a list of the names and addresses of the buildings receiving food, and the number of meals by type (breakfast, lunch, and supper) to be delivered to each location and the calendar of operation
3. Notify the Vendor if the number of meals to be delivered needs to be altered by 8:00 AM (time) on the day the meals are to be served.
4. Be responsible for ensuring that the food service operation conforms to the SFA's agreement with the State Agency.
5. Adhere to the procurement standards set forth in Section 210.21 of the NSLP regulations, OMB Circular 7 CFR 200.317-22.326.
6. Notify the State Agency in writing of proposed changes in the contract. **Changes in the contract must be reviewed by the State Agency before implementation.**
7. Make no payment for meals that are spoiled or unwholesome at the time of delivery and do not meet specifications, or do not otherwise meet the requirements of the contract.
8. Monitor the food service operation daily to ensure the food service is in conformance with program regulations.

**The Vendor agrees to:**

1. Maintain food production records indicating food produced, portion size, quantity prepared, and recipe number or product description. Information for nutrient analysis, including standardized recipes, nutrition fact labels, and Child Nutrition (CN) labels must be on file with the vendor. This information is needed by the SFA to meet their responsibility in the NSLP and SBP.
2. The vendor must identify portion sizes in writing when food is delivered in bulk.
3. Maintain records to support the SFA's Claim for Reimbursement, make all records available to the SFA upon request: and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement. In cases where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.
4. Submit itemized bills to the SFA monthly.

5. Maintain all applicable state and/or local health certification(s) for the duration of the contract for any facility where meals are prepared.
6. Insure that health and sanitation requirements are met at all times where and when food is prepared, stored, and delivered.
7. If requested, the Vendor agrees to provide meals for periodic inspection to determine bacteria levels and results shall be submitted to the SFA and State Agency.
8. Deliver the meals according to the times listed for each building.  
Comply with the Buy American Provision in 7 CFR Part 250 and 7 CFR 210.21.
9. Conform with all civil rights requirements applicable to the SFA.
10. If the contract is in excess of \$2,500, comply with Fair Labor Standards Act, as amended to include Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29CFR, Part 5) pursuant to 7 CFR, Appendix II Part 200 (E)
11. If the contract is in excess of \$10,000, comply with Executive Order 11246, Entitled "Equal Employment Opportunity, " as amended by Executive Order 11375 and as Supplemented in Department of Labor regulations (41/CFR Part 60) pursuant to 7 CFR, Appendix II Part 200 (C).
12. If the contract is in excess of \$100,000, provide a Certification of Lobbying. This statement is required each renewal period.
13. If the contract is in excess of \$100,000, provide a Disclosure of Lobbying Activities.

**The SFA and Vendor mutually agree that:**

1. Menus written by the SFA must be reviewed and changes made as necessary to insure the NSLP and SBP meal patterns are met.
2. Contracts will be of duration no longer than one (1 year) with options for the annual renewal of a contract not to exceed four (4) years. The basis for fee adjustments will be identified in the contract.
3. Vendor has liability for payment of over claims resulting from USDA/State reviews or audits, caused by vendor nonconformance, and this liability extends beyond the term of the contract.

The SFA reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract. The SFA shall notify the Vendor of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the SFA shall have the right, upon written notice, of the immediate termination of the contract and the Vendor shall be liable for any damages incurred by the SFA. The Contract may be terminated by either party upon submission to the other part of written notice at least 30 days prior to the date of termination. A copy of the termination letter must be sent to the State Agency.

**Vendor Meal Charges**

1. Milk is provided by vendor and included in meal cost
2. Meal count is to be called into Vendor by ss
3. Meals will be delivered to the Detention facility.
4. Meals and condiments will be purchased in bulk according to the number of meals needed.
5. Meals will not include straws, napkins, plates or single-service ware.
6. Delivery time : Breakfast 7:15 am    Lunch 12:15 pm    Supper 4:45 pm
7. Vendor will bill SFA on the 15<sup>th</sup> of each month.
8. SFA payment will be due on the 30<sup>th</sup> of each month
9. Total Contract Cost \$100,000 (*estimate based on previous year's data*)

10. All snacks or supplies above and beyond what is required with the meals ordered will be on a bill-back basis.

$$\frac{\text{Number Ordered}}{\text{\# of daily breakfasts}} \times \frac{365}{\text{\# days served}} \times \frac{\$5.67}{\text{rate/meal}} = \frac{\text{Ordered} \times 365 \times \text{Price}}{\text{Annual Total Cost}}$$

$$\frac{\text{Number Ordered}}{\text{\# of daily lunches}} \times \frac{365}{\text{\# days served}} \times \frac{\$5.67}{\text{rate/meal}} = \frac{\text{Ordered} \times 365 \times \text{Price}}{\text{Annual Total Cost}}$$

$$\frac{\text{Number Ordered}}{\text{\# of daily suppers}} \times \frac{365}{\text{\# days served}} \times \frac{\$5.67}{\text{rate/meal}} = \frac{\text{Ordered} \times 365 \times \text{Price}}{\text{Annual Total Cost}}$$

**Total of all Annual Total Costs (Final Total)** \$ \$5.67 per meal x meals ordered

This agreement is effective from 8-1-18, through 2-28-19, the start of the new approved menu

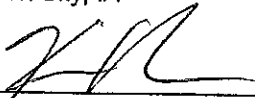
For all contracts, the vendor certifies that their operation or related parties do not appear on the "list of Parties Excluded or Disqualified from Federal Procurement and Non-procurement Programs currently listed on the web at <http://epls.arnet.gov>

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations.

The parties have executed this agreement as of the dates indicated below:

**SFA**

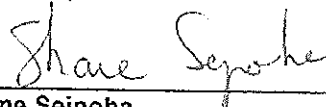
Woodbury County Juvenile Detention  
822 Douglas Street Suite 401  
Sioux City, IA



Keith Radig, Board Chairman  
Woodbury County Board of Supervisors

**VENDOR**

CBM/Summit Managed Food Service  
2219 E Benson Rd,  
Sioux Falls, SD



Shane Sejnoha  
Vice President of Operations

Feb. 19, 2019

Date

January 22, 2019

Date

**STATE AGENCY**

N/A

Cheryl Benson, MSE  
Consultant SE Iowa,  
Iowa Department of Education,  
Bureau of Nutrition & Health Services,  
Grimes State Office Building,  
Des Moines, IA

Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

It is the policy not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.7. If you have questions or grievances related to compliance with this policy by (Name of CNP Provider), please contact the Iowa Civil Rights Commission, Grimes State Office Building, 400 E. 14th St., Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; web site: <http://www.state.ia.us/government/crc/index.html>.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion –Lower Tier Covered Transactions

This certification is required by the regulations, implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.5110, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

CBM Managed Services \_\_\_\_\_  
Organization Name Project Name

Vice President Operations \_\_\_\_\_  
Name and Title of Authorized Representative

Shane Lyoh \_\_\_\_\_  
Signature Date

January 22, 2019

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known.  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known.	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI)	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Shane Seimaha</u> Print Name: <u>Shane Seimaha</u> Title: <u>Vice President Operations</u> Telephone No: <u>605 444-5022</u> Date: <u>1/22/19</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)