

## 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.

**2019-2020 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 Detention Staff
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 \$149,000 (estimate based on previous year's data)

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

$$\frac{21}{\text{\# of daily breakfasts}} \times \frac{366}{\text{\# days served}} \times \frac{6.40}{\text{rate/meal}} = \frac{49,190}{\text{Annual Total Cost}}$$

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**Approximate Annual Meal Costs (Total)      \$150,000**

*(The start of the new approved menu)*

This agreement is effective from 7-1-2019 through June 30, 2020.

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>

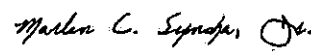
By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations.

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

DocuSigned by:  
  
\_\_\_\_\_  
DBE52592D58E428  
**Marlin Sejnoha**  
President & CEO

\_\_\_\_\_  
Date

7/15/2019  
\_\_\_\_\_  
Date

**STATE AGENCY**

\_\_\_\_\_  
**Shea Cook, MPP**  
Consultant, Bureau of Health and Nutrition  
Iowa Department of Education  
310 B Ave E  
Oskaloosa, IA 52577  
515-326-1682  
515-242-5988 - fax