

**AKRON PUBLIC SCHOOLS  
BUSINESS AFFAIRS  
CHILD NUTRITION SERVICES**

**BID PROPOSAL**

Bids to be returned to:  
Akron Public Schools  
Child Nutrition Services  
550 E. North Street  
Akron, Ohio 44304

May 17, 2023 – 11:00 A.M. (Local Time)  
(Date to be submitted)

**SCHOOL FOOD AUTHORITY/OWNER**

Child Nutrition Services Department, Akron Public Schools, Summit County, Ohio.

**CONTRACT PERIOD**

From July 1, 2023 to June 30, 2024 (unless otherwise stated).

**BIDDER'S QUALIFICATION FORM**

The enclosed "Bidder's Qualification Form" must be completed by each vendor submitting a bid and must be submitted with each bid proposal. Failure to submit notarized form may negate the bid.

**EQUIVALENT CLAUSE**

The Board reserves the right to determine what is to be considered equal or better. Deviations from the specifications must be clearly noted in your proposal.

**FINDING FOR RECOVERY**

House Bill 95 enacted a new provision of Law (ORC Section 9.24), effective January 1, 2004, that prohibits a state agency or political subdivision from awarding a contract for goods, services or construction, which is paid in whole or in part with state funds, to a person against whom a Finding For Recovery has been issued by the Auditor of State, if the Finding For Recovery is unresolved.

If your company, or one or more principal owners of the company, has an unresolved Finding for Recovery currently outstanding, your proposal may be declared null and void and will not be considered valid for this bid. Your signature on your proposal certifies your company does NOT have a Finding for Recovery issued by the Auditor of the State which is unresolved.

**DEBARMENT AND SUSPENSION**

All Bidders must complete the enclosed Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. The notarized certification form must be submitted with each bid proposal. Failure to submit notarized form may negate the bid.

### **BUY AMERICAN**

All bidders must comply with the Buy American provision [7 CFR 210.21(d)] for any goods or services as part of their proposal. To the maximum extent practical, all domestic commodities or products are to be provided. Bidder must notify the owner for any exceptions so a valid determination if appropriate may be made. Exceptions are only to be used as a last resort and may not be accepted by the owner.

### **BYRD ANTI-LOBBYING AMENDMENT**

All bidders must complete and submit with their proposal the enclosed Byrd Anti-Lobbying Amendment Certification and Disclosure of Lobbying Activities, if applicable.

### **NON-COLLUSION**

All bidders must complete and submit with their proposal the enclosed Non-Collusion Affidavit.

### **CONTRACT WORK HOURS SAFETY STANDARDS ACT**

Proposals from bidders with contracts expected in excess of \$100,000 will comply with the Contract Work Hours Safety Standards Act (40 U.S.C. 3701-3709), if applicable.

### **CLEAN AIR, WATER, AND ENERGY CONSERVATION**

Proposals from bidders will comply with the the Clean Air Act (42 U.S.C. 7401 -7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and the Energy Policy and Conservation Act (P.L. 94-163), if applicable.

### **INDEMNIFICATION**

The vendor shall indemnify and hold harmless the Board, its officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the vendor, or (b) by any act, error or omission on the part of the vendor, its agents, employees, or subcontractors.

### **PERFORMANCE**

Awarded vendor's performance will be monitored by the owner in areas related to but not limited to price, quality, meeting bid specification terms, and delivery.

### **NONDISCRIMINATION AND EQUAL OPPORTUNITY**

This institution is an equal opportunity provider. PURCHASER and VENDOR agree to nondiscrimination practices and assurance of civil rights compliance with federal law. Small, local, minority and women's firms are particularly invited to submit bids.

### **VIEWING PROPOSALS AND BID RESULTS**

All proposals will be open for public inspection at the conclusion of the evaluation period. Any vendor wishing to view the documents may do so by contacting the Child Nutrition Services department in advance. All bid results will be posted on [www.apsbidding.com](http://www.apsbidding.com) after Board approval.



### **FOOD RECALLS**

When proposals include the provision of food products, a detailed explanation of the vendor's food recall procedures must be included. The procedures should outline the process to identify if vendor provided food is involved in a recall, the vendor point person and backup for handling a recall, and process for notification to customers. If food provided as a result of this proposal is involved in a recall, the owner must be notified. Notifications should be directed to the Laura Kepler, Coordinator, Child Nutrition Services at 330-761-1335 or [lkepler@apslearns.org](mailto:lkepler@apslearns.org).

### **ACCEPTANCE/AWARDS**

The Akron Board of Education's Child Nutrition Services Authorities shall be the sole judges of standards and specifications and compliance thereto; and, may accept or reject all or part of this bid. These authorities may accept or reject optional year renewal bids based on previous year's performance and mutually agreed upon pricing.

The Akron Board of Education reserves the right to reject any, part of any, or all bids and to waive any informalities if in the interest of the Board to do so and not in violation of any state statutes.

Awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial and technical resources. Award shall be made by written notice to that responsible bidder whose bid conforming to the invitation to bid is lowest, price and other factors considered. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Any or all bids may be rejected when there are sound documented business reasons in the best interest of the program.

### **TERMINATION**

Owner reserves the right to terminate this contract for cause and convenience with a written 60 day notice to the vendor indicting the effective date of termination. Only goods and/or services provided prior to the effective date of termination will be paid.

### **SAMPLES**

Product samples, as and when requested, must be delivered to the Central Distribution Center area of the Board of Education at 550 E. North Street, Akron, Ohio 44304, at time and date specified. Failure to meet time and date specified may negate bid.

### **DELIVERY**

To the Central Distribution Center or school sites on a regularly scheduled basis, or as directed, and specials as may be needed to give uninterrupted service. The Akron Board of Education reserves the right to add, delete, and/or alter delivery locations as and when needed to provide service (specific delivery sites per bid category included where applicable). The Akron Board of Education reserves the right to reject and return for credit, all items not up to standards including appropriate delivery

temperatures for food items and specifications, and to cancel the agreement for repeated violations. Delivery times are established by the Coordinator of Child Nutrition Services, typically only between the hours of 7:00 a.m. to 2:30 p.m. daily. Consideration of delivery times other than those specified must be discussed with the Coordinator of Child Nutrition Services. Should the district declare a “calamity” day due to inclement weather, school buildings will be closed and deliveries shall not occur. Deliveries will resume when normal operation occurs. No “night” deliveries available.

All deliveries to the Central Distribution Center must be palletized and shrink-wrapped, where necessary for safety, when delivered. Large, palletized quantities must also contain four (4) corner supports as needed for each pallet applied before the pallet is shrink-wrapped to prevent shifting of cases during transport, unloading, and warehousing.

Child Nutrition Services may negate bids that do not meet timely delivery requirements. If special delivery requirements are needed or advance ordering for delivery, these options must be listed in the comments for the bid item.

#### **TRANSPORTATION**

Shall comply with all Ohio Food Service and the Summit County Health Department requirements for proper temperature, and sanitation following HACCP guidelines.

#### **INVOICING**

All Child Nutrition Services daily/weekly/monthly deliveries must be invoiced monthly for all school locations. One (1) original invoice along with a duplicate copy is to be forwarded with a statement of the total account to the Child Nutrition Services office at 550 E. North Street, Akron, Ohio 44304, by the close of each month. Purchase Order numbers must be on all invoices.

Price quoted for specific time period must be noted, otherwise the quotation holds until June 30, 2024. Purchaser prefers a quotation that holds for length of contract until June 30, 2024.

Any change in bid price needed due to unexpected market conditions must be submitted in writing to the Coordinator, Child Nutrition Services, at least thirty (30) days in advance of proposed price change. Child Nutrition Services reserves the right to review previous bids for said product(s) and re-determine proper product award

#### **PAYMENT**

Payment to be made after the receipt of the invoice and within a reasonable time for receipt of federal/state reimbursements and processing of the invoice. Usual payment processing time is 10-30 days after receipt of invoice/statement. No penalties may be assessed prior to 30 days.



## **COMMODITIES**

The Akron Board of Education participates in the National School Lunch Program and as such receives offerings of USDA donated commodities. The School Food Authority reserves the right to accept any or all of such offerings and to participate in co-op's educational agencies, and as such may decrease or discontinue the use of items covered by this quotation agreement.

The bidder agrees to negotiate contracts with the School Food Authority for the utilization of donated commodities at USDA suggested value or Akron area market value, as they apply to items in this quotation if the School Food Authority so desires.

Vendor must use commodities, if available, for items ordered. Vendors using products processed from commodities or processing commodities must file a State of Ohio commodity contract with the Ohio Department of Education, Office of Integrated Student Supports. Failure to file commodity use contract and receive approval for said contract may negate bid. Coordinator, Child Nutrition Services, determines the type and quantities of commodities available for use.

## **USAGE QUANTITY**

Bid quantity listed is per year and based on past usage. A usage quantity of '1' means the owner does not know if we will be using the item, but request a price.

## **AGREEMENT**

The bidder is required to comply with all regulations as specified by the United States Department of Agriculture Procurement Regulation governing the National Lunch & Breakfast Programs. Failure to be willing to comply will negate bid.

Prior to the bid award, a complete nutritional fact label for one (1) individual serving, including all ingredients and major food allergens used in the preparation of the product, will be required. Information regarding school meal pattern requirements met by each product meeting a bread/bread alternate must be supplied with the bid at opening.

**VENDORS MUST BID ONLY ONE (1) ITEM PER BID ITEM THAT IS CLOSEST TO THE BID SPECIFICATIONS. MORE THAN ONE (1) ITEM PER BID ITEM MAY NEGATE BID.**

Changes are not to be made on the bid form. A separate sheet may be attached for alternates or other items the vendor may want considered.

**AKRON PUBLIC SCHOOLS  
CHILD NUTRITION SERVICES  
BIDDER'S QUALIFICATION FORM**

**BIDDER'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**E-MAIL OF CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE:** (    ) \_\_\_\_\_ **TOLL FREE:** (    ) \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER:** \_\_\_\_\_

1. What type of organization? (ie., corporation, partnership, etc.) \_\_\_\_\_

2. How many years has your organization been in business? \_\_\_\_\_

3. List any other names your organization has utilized and the type of organization.

4. If you are currently a corporation list the following:

- State of incorporation \_\_\_\_\_
- Date of incorporation \_\_\_\_\_
- President's name \_\_\_\_\_
- Secretary's name \_\_\_\_\_
- Treasurer's name \_\_\_\_\_
- Statutory agent's name \_\_\_\_\_
- Principal place of doing business \_\_\_\_\_



**5. If you are currently a partnership list the following:**

**A. Name and address of all general and limited partners.**

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**B. Original name and date of organization's inception.**

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**6. If you are neither a corporation nor a partnership, please describe your organization and list principals.**

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**7. Are you legally qualified to do business in the State of Ohio?** \_\_\_\_\_

**8. Please list, (or attach list), indicating all types of food related services your organization normally performs.**

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**9. Will your organization be supplying 100% of the services involved in the bid? If not, list sub-contractors involved.**

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**10. Has your organization ever been sued by a customer for failure to timely complete a contract or properly perform services? If so, where, when and why?**

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**11. Has your organization ever been cited by a local, county, state, or federal authority for violation of a regulation or statute or failing to timely complete a contract in accordance with specification? If yes, state date, agency, and final disposition.**

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**12. Has your organization ever filed for bankruptcy? If so, where, when and why?**

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**13. List two major customers for whom your organization has provided this type of food related service in the past five years. Include owner's name and type of service involved.**

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**14. List your trade references.**

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**15. List your bank references.**

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**16. Has your organization ever applied for a bond? If so, state bonding company and amount.**

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**17. Has your organization ever been refused a bond? If so, state bonding company and amount.**

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**18. What is your firm's warranty policy regarding damaged/spoiled food; damaged equipment belonging to Akron Public Schools, Child Nutrition Services?**

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**19. Has your organization ever been sued by a supplier for failure to timely pay for materials or equipment provided? If yes, provide details.**

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**20. What is the dollar limit of your firm's General (CGL) Liability Insurance?**

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**Name of insuring company**\_\_\_\_\_

**Policy number**\_\_\_\_\_

**21. What is the dollar limit of your firm's Automotive Liability Insurance?**

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**Owned vehicles**\_\_\_\_\_

**Non-Owned vehicles**\_\_\_\_\_

**Name of insuring company**\_\_\_\_\_

**Policy number**\_\_\_\_\_

22. Has any federal, state or local government entity ever cited or taken any action against your organization or any of its principals for failure to pay or remit any taxes including but not limited to income, withholding, sales, franchise or PERSONAL PROPERTY taxes? If yes, give name of agency, date and amount of taxes overdue and resolution of the issue.

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23. Is your organization and its principals current in payment of PERSONAL PROPERTY taxes?

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## BIDDER'S QUALIFICATION FORM

### NOTARIZED STATEMENT

\_\_\_\_\_ being duly sworn and deposes says that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
(title)

\_\_\_\_\_, and answers to  
(organization)

all the foregoing questions and all statements therein contained are true and correct.

\_\_\_\_\_  
(Signature)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Akron Public Schools  
Child Nutrition Services  
550 E. North Street  
Akron, Ohio 44304



**U.S. DEPARTMENT OF AGRICULTURE**

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

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3107.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations 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 principals is presently debarred, suspended, proposed for debarment or suspension, 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 statements in this certification such prospective participant shall attach an explanation to this proposal.

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**Organization Name**

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**Request for Bid and/or Proposal Name**

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**Name and Title of authorized Representative**

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**Signature**

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**Date**

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**Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.**

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**Notary Public****Commission Expires** \_\_\_\_\_

**NON – COLLUSION AFFIDAVIT**

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The undersigned bidder or agent, being duly sworn on oath, says the he/she has not, or has any other member, representative, or agent of the firm, company, corporations, or partnership represented by him/her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/she further says that no person or persons, firms, or corporations has, have or will receive directly or indirectly any rebate, fee, gift commission or thing of value on account of such sale.

I hereby affirm under the penalties for perjury that the facts and information in this proposal are true and correct.

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**Organization Name**

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**Request for Bid and/or  
Proposal Name**

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**Name and Title of Authorized Representative**

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**Signature**

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**Date**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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**Notary Public**

Commission Expires \_\_\_\_\_



## CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

<b>Name of Business of Bidder</b>	<b>Address (Street, City, State, Zip)</b>
<b>Print Name of Authorized Representative, Bidder</b>	<b>Title</b>
<b>Signature of Authorized Representative, Bidder</b>	<b>Email</b>
<b>Telephone</b>	<b>Date Signed (Mo./Day/Yr.)</b>

# INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
- 10a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
- 10b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046) Washington, D.C. 20503.



**(SEE PAGE 8 FOR PUBLIC DISCLOSURE)**

Federal Use Only

## **EXHIBIT A**

**NOTE: THIS COMPLETED FORM IS REQUIRED FROM THE WINNING PROPOSER ONLY, AS A PART OF THE CONTRACT; IT MAY BE SUBMITTED WITH YOUR PROPOSAL, BUT IT IS NOT MANDATORY UNTIL AN AWARD IS MADE.**

Was the organization submitting this proposal, or any agent of the organization, or any other party acting on the organization's behalf charged at the time this bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Summit County (OHIO)? PLEASE CHECK ONE:

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\_\_\_\_\_ **NO** (fill in your organization's name in the blank, sign & notarize at bottom)  
I, authorized person for \_\_\_\_\_, do hereby state and affirm that the above-named company, myself or any agents of the above-named company, or any other party acting on company's behalf were NOT charged at the time this bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Summit County (Ohio).

\_\_\_\_\_ **YES** (fill in your organization's name in the blank, indicate amount of such due & unpaid delinquent taxes & any due & unpaid penalties / interest on the line below, sign & notarize at bottom; a copy of this statement will be mailed to the Summit County Treasurer's Office).

COMPANY: \_\_\_\_\_ TOTAL AMOUNT: \_\_\_\_\_

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\_\_\_\_\_  
Affiant Name (print)

\_\_\_\_\_  
Affiant (signature)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public



Akron Public Schools  
Child Nutrition Services  
550 E. North Street  
Akron, Ohio 44304

**BID DUE DATE: May 17, 2023 – 11:00 A.M.**  
(Local Time)

**REQUIREMENTS**  
**DAIRY PRODUCTS**

**MILK**

All fluid milk must be pasteurized and meet all State and local standards for such milk. The milk must contain Vitamins A and D at levels specified by the FDA, and must be consistent with state and local standards.

Milk content in regards to fat percentage and sugar must be in compliance with current USDA standards for Child Nutrition Programs.

Price increases are expected to be limited to a maximum of two (2) per school year. Any change in bid price needed due to unexpected market conditions must be submitted in writing to the Coordinator, Child Nutrition Services, at least thirty (30) days in advance of proposed price change. Child Nutrition Services reserves the right to review previous bids for said product(s) and re-determine proper product award.

Geographical preference to secure the freshest, local milk produced first within a 60 mile radius of Akron, Ohio, or second within the state of Ohio may be considered for final bid award.

Prior to the bid award, a complete nutritional label for one (1) individual serving, including all ingredients and major food allergies used in the preparation of the product, will be required.

**MILK IN PAPER CARTONS**

To be plastic coated paper; "ECO" containers preferred.

**MILK IN PLASTIC BOTTLE CONTAINERS**

Child Nutrition Services is willing to consider plastic type containers with screw top lids for milk products; however, milk in plastic containers must be produced within local area to meet demand/delivery requirements and delivered in milk crates only. School district cannot take on extra cardboard and shrink-wrap trash, and its removal.

**JUICE** – Child Nutrition Services prefers the option of 4 oz fresh thawed/chilled 100% orange juice provided by the dairy for daily breakfast service to be delivered directly to the schools with the milk deliveries. Child Nutrition Services reserves the right based on price, delivery, and service to determine if the dairy service of 4 oz juice will be used or as an alternative purchase and deliver 4 oz orange juice separately on our own.

**STRAWS** – Bids must include straws, if requested. Wrapped 3/16"; 5 1/2 to 6" length.

**MILK STORAGE CABINETS**

1. Refrigerated; to be furnished by supplier, as needed, with proper maintenance furnished by supplier.
2. Cabinets to be of acceptable condition and appearance and in working order.
3. Dairy/vendor supplied cabinets are currently at the following locations:

Essex (2)	Findley (2)	Firestone Park (2)
Harris (2)	Portage Path (2)	Riedinger (1)
Schumacher (2)		

## **DELIVERIES – MILK (44 LOCATIONS)**

1. Deliveries to be made as requested by the Coordinator, Child Nutrition Services. Current delivery is scheduled for every other day, Monday through Friday, with each school being served two (2) to three (3) times per week when school is in session. Limited special deliveries due to extenuating circumstances such as a shortage, school building closure, and/or equipment power outage may be requested to the Child Nutrition Services' Distribution Center (CDC).
2. Deliveries are to be placed in the designated coolers or cabinets at each delivery site.
3. All milk products covered by this contract are to be processed and delivered under the most sanitary conditions. Milk products are to be delivered at an internal food temperature of forty (40°) Fahrenheit or less. Product not meeting these specifications will be rejected and returned to Vendor.
4. All containers must be clean and delivered in sturdy, clean crates, free from rust and other foreign matter.
5. The dairy must obtain an acceptable, approved rating from the local Board of Health. Child Nutrition Services is to receive notification of failure to pass inspection, if occurs.
6. Damaged or partially filled containers must not be used at any time. Child Nutrition Services reserves the right to have any product tested for weight by the proper governing weight & measure authorities as deemed necessary for the duration of the bid. Failure to meet specified product weights will result in immediate replacement of said product by Vendor. Corrective action must be timely or contract may be terminated.
7. Any product deemed leaking/damaged will be returned for replacement or full credit.
8. Credit slips for all pick-ups and incorrect deliveries are to be mailed immediately to the Child Nutrition Services office.
9. Items on invoices must correspond with bid item description.
10. All items furnished under this bid must meet or exceed specifications written. Failure to meet specifications will negate bid.
11. Deliveries will not be made when district-wide "calamity days" are declared, unless directed to do so by CN Coordinator or Specialist. Deliveries will resume when normal operation occurs.
12. Coordinator or Specialist, Child Nutrition Services, is to approve all delivery routes and delivery times for all schools. Late afternoon/evening deliveries beyond 3:30 pm daily are NOT regularly available. Currently, one daily full time route and one part time route meet the district needs.
13. Credit will be issued for excess milk left at schools not used at Winter Break, Spring Break, and End-of-Year/Summer Break.



14. Emergency circumstances will occur requiring special milk deliveries to be made separately of regular scheduled routes.

The duration of this contract is for July 1, 2023 to June 30, 2024 with the option of renewals for a second year (July 1, 2024 to June 30, 2025), third year (July 1, 2025 to June 30, 2026), and fourth year (July 1, 2027 to June 30, 2028) so long as the quotation obligation has been fulfilled and no alterations other than those provided for are requested. A letter must be submitted before the second, third and fourth year option begin, stating the actual percentage of increase/decrease in pricing along with individual unit price for the Coordinator of Child Nutrition Services' approval.

Please include the second, third, and fourth year option percentage of increase/decrease range and the word "YES" on the bid sheet. If your company is not interested in an optional years, please state the word "NO" on the bid sheet. Vendors awarded the first year contract must have completed the optional year sections in order to be considered for any optional year contracts.

The Akron Board of Education reserves the right to inspect the facilities of the bidder prior to award of contract, and, if the School District determines, after such inspection, that the bidder is not capable of performance satisfactory to the School District, the bid will not be considered. The plant and facilities of the successful bidder shall be accessible at all times of normal operation to inspection by representatives of the School District.

For merchandise ordered/delivered to the Central Distribution Center and/or the forty-four (44) school sites, contractor will deliver one (1) copy of the invoice with the dairy products delivered and mail a statement to the Child Nutrition Services office, 550 E. North Street, Akron, Ohio, 44304. Items, quantities, unit prices, and extended amounts must be listed on each invoice. Failure to provide/send invoice and/or statement in a timely manner may result in delay of payment promptly.

Quotations to be completed on attached bid sheet(s). Alternates to be considered if provided on a list by the vendor with the bid sheet. Please DO NOT change units and descriptions.

**VENDORS MUST BID ONLY ONE (1) ITEM PER BID ITEM THAT IS CLOSEST TO THE BID SPECIFICATIONS. MORE THAN ONE (1) ITEM PER BID ITEM MAY NEGATE BID.** Corresponding product numbers are to be listed in the "Vendor SKU" section of the bid.

**SAMPLES MAY BE REQUESTED FOR EACH ITEM FOLLOWING BID OPENING.** If samples are requested, they must be clearly marked with the manufacturer's name and the vendor's name supplying the sample. Samples are to be delivered when and where requested by the Coordinator, Child Nutrition Services, and within accordance following accepted food delivery practices and sanitation procedures. A copy of the actual approved nutritional label appearing on the outside of the product package must be supplied with the bid for each item bid upon. Nutritional label is to also include the listing of any "major food allergens". Failure to meet these requests may negate bid.

**RETURN BIDS TO: Akron Public Schools, Child Nutrition Services, 550 East North Street, Akron, Ohio 44304 by 11:00 a.m. on Wednesday, May 17, 2023 in a sealed envelope with the bid category clearly marked on the outside.**

**Akron City School District - Bid Specifications for Dairy 2023 - 2024**  
**Period July 1, 2023 to June 30, 2024**

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	CASE PRICE	UNITS PER CASE	VENDOR SKU
Juice, Orange 4 oz	100% orange juice, no sugar added, eco paper carton, 75 each per crate.	15,000 CS @ 75/CS			
Milk, Chocolate, Fat free, 1/2 pint	Fluid chocolate flavored skim milk fortified with vitamins A & D, prefer no HFCS, eco paper carton, 50 each per crate.	40,000 CS @ 50/CS			
Milk, Strawberry, Fat free, 1/2 pint	Fluid strawberry flavored skim milk fortified with vitamins A & D, prefer no HFCS, eco paper carton, 50 each.	1 CS @ 50/CS			
Milk, White, 1%, 1/2 pint	Fluid milk fortified with vitamins A & D, low fat 1%, eco paper carton, 50 each per crate.	20,000 CS @ 50/CS			
Milk, White, Skim, 1/2 pint	Fluid milk fortified with vitamins A & D, fat free skim, eco paper carton, 50 each per crate.	1 CS @ 50/CS			
Milk, Lactose Free, 1/2 pint	Ultra pasteurized, vitamin A & D enriched, 1% fat or less, lactose free, half pint size. Equal to Land O' Lakes Dairy Ease.	1 CS @ 12/CS			

**\*\*Vendor may include alternate listing of additional available dairy products, including but not limited to half pint plastic varieties.**

<b>July 1, 2024 - June 30, 2025</b>	
Renewal	_____
Percentage	_____

<b>July 1, 2025 - June 30, 2026</b>	
Renewal	_____
Percentage	_____

<b>July 1, 2026 - June 30, 2027</b>	
Renewal	_____
Percentage	_____



**VENDOR KITCHEN CONTACT AND PHONE NUMBERS**

<b><u>SCHOOL</u></b>	<b><u>PHONE</u></b>	<b><u>ADDRESS</u></b>	<b><u>CITY</u></b>	<b><u>ST</u></b>	<b><u>ZIP</u></b>	<b><u>AVE DAILY BKFAST</u></b>	<b><u>AVE DAILY LUNCH</u></b>
CDC	330-761-1320	550 E North St	Akron	OH	44304	0	0
Buchtel CLC	330-761-7946	1040 Copley Rd	Akron	OH	44320	170	550
East CLC	330-761-7921	80 Brittain Rd	Akron	OH	44305	150	580
Ellet CLC	330-761-2771	309 Woolf Ave	Akron	OH	44312	100	615
Firestone Litchfield CLC	330-761-3271	470 Castle Blvd	Akron	OH	44313	365	1070
Garfield CLC	330-761-2899	1326 Brown St	Akron	OH	44301	280	515
North	330-761-2747	985 Gorge Blvd	Akron	OH	44310	395	560
STEM HS	330-791-7970	123 S. Forge St	Akron	OH	44308	30	130
Hyre CLC	330-761-7931	2385 Wedgewood Dr	Akron	OH	44312	110	500
Innes CLC	330-761-7901	1999 East Ave	Akron	OH	44314	220	450
Jennings CLC	330-761-7995	227 E. Tallmadge Ave	Akron	OH	44310	185	600
NIHF-STEM CLC	330-761-7916	144 S. Broadway	Akron	OH	44308	95	285
Miller-South	330-761-2699	1055 East Ave	Akron	OH	44307	40	185
I Promise School (IPS)	330-761-1340	400 W Market St	Akron	OH	44303	280	430
Reidinger	330-379-8349	77 W Thornton St	Akron	OH	44311	130	185
Barber CLC	330-761-7912	665 Garry Rd	Akron	OH	44305	200	240
Betty Jane CLC	330-761-1518	444 Darrow Rd	Akron	OH	44305	160	205
Case CLC	330-379-8388	1420 Garman Rd	Akron	OH	44313	110	250
Crouse CLC	330-761-1551	1000 Diagonal Road	Akron	OH	44320	185	275
Judith Resnik CLC	330-761-1631	65 N Meadowcroft Dr	Akron	OH	44313	65	210
Findley CLC	330-761-7910	65 W Tallmadge Ave	Akron	OH	44310	300	485
Firestone Park	330-761-8616	1479 Girard St	Akron	OH	44301	150	235
Forest Hill CLC	330-761-3193	850 Damon St	Akron	OH	44310	170	325
Glover CLC	330-761-1523	935 Hammel St	Akron	OH	44306	120	195
Harris CLC	330-761-3089	1085 Clifton Ave	Akron	OH	44310	310	485
Hatton CLC	330-761-7981	1933 Baker Ave	Akron	OH	44312	150	280
Sam Salem CLC	330-761-1509	1222 W Waterloo Rd	Akron	OH	44314	155	220
Hill CLC	330-761-1663	1060 E Archwood Ave	Akron	OH	44306	160	210
King CLC	330-761-7963	805 Memorial Pkwy	Akron	OH	44313	125	220
Helen Arnold CLC	330-379-8347	450 V. Odom Blvd	Akron	OH	44307	140	210
Leggett CLC	330-761-7914	333 E Thornton St	Akron	OH	44311	175	310

**VENDOR KITCHEN CONTACT AND PHONE NUMBERS**

<b><u>SCHOOL</u></b>	<b><u>PHONE</u></b>	<b><u>ADDRESS</u></b>	<b><u>CITY</u></b>	<b><u>ST</u></b>	<b><u>ZIP</u></b>	<b><u>AVE DAILY BKFAST</u></b>	<b><u>AVE DAILY LUNCH</u></b>
Mason CLC	330-761-2849	700 E Exchange St	Akron	OH	44306	160	220
McEbright CLC	330-761-7941	349 Cole Ave	Akron	OH	44301	160	220
Pfeiffer	330-761-1510	2081 9th St SW	Akron	OH	44314	90	170
Portage Path CLC	330-761-7919	55 S Portage Path	Akron	OH	44303	125	190
Rimer CLC	330-761-7906	2370 Manchester Rd	Akron	OH	44314	95	210
Ritzman CLC	330-761-7904	629 Canton Rd	Akron	OH	44312	125	210
Robinson CLC	330-379-8381	1156 4th Ave	Akron	OH	44306	135	230
Schumacher CLC	330-761-7935	1020 Hartford Ave.	Akron	OH	44320	210	250
Seiberling CLC	330-761-7957	49 N Martha Ave	Akron	OH	44305	145	340
Voris CLC	330-761-2773	1885 Glenmount Ave	Akron	OH	44301	90	210
Windemere CLC	330-761-7938	2283 Windemere Ave	Akron	OH	44312	90	150
Stewart	330-873-3396	1199 V Odom Blvd	Akron	OH	44320	95	60
Essex	330-873-3390	1160 Winhurst Dr	Akron	OH	44313	130	130
Ott	330-761-1354	65 Steiner Ave	Akron	OH	44301	75	75



2023 - 2024  
AKRON PUBLIC SCHOOLS  
SCHOOL CALENDAR

AUGUST, 2023				
M	T	W	Th	F
			24	25
28	29	30	31	

JANUARY, 2024				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

MAY, 2024				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

SEPTEMBER, 2023				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

FEBRUARY, 2024				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

OCTOBER, 2023				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

MARCH, 2024				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

NOVEMBER, 2023				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

APRIL, 2024				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

DECEMBER, 2023				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

(08/24/23) - FIRST DAY

(05/30/24) - LAST DAY

**KEY**



**SCHOOLS  
& OFFICES  
CLOSED**



**NO SCHOOL  
FOR STUDENTS**

**172 SCHOOL DAYS**