

# **AKRON PUBLIC SCHOOLS**

**10 N. MAIN STREET**

**AKRON, OH 44308**

## **ELEMENTARY LUNCH PROGRAM WITH DELIVERY AND DISTRICT TRANSPORTATION SERVICE**

**DUE BY**

**11:00 A.M.**

**WEDNESDAY**

**MAY 17, 2023**

**Mary Outley, Interim Superintendent**

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## **INSTRUCTIONS TO BIDDERS**

1. Before submitting a proposal, all bidders shall familiarize themselves with all contract documents part of the proposal documents and may be referred at the Child Nutrition Services office, 550 East North Street, Akron, Ohio, 44304 or online at [www.apsbidding.com](http://www.apsbidding.com) .
2. All bidders shall familiarize themselves with the existing conditions in the material and labor markets, and the fact that a proposal which is submitted shall be construed by the Akron Board of Education to indicate that the bidder agrees to carry out the furnishing of specified items/services in full accordance with the specifications and other contract documents, notwithstanding existing conditions.
3. Proposals shall be endorsed with the names of the bidders for the proposal and enclosed in an opaque sealed envelope, clearly marked Elementary Lunch Program with Delivery and District Transportation Service quotation. They may be addressed or delivered in person to the Office of Laura Kepler, Coordinator, Child Nutrition Services, prior to 11:00 o'clock a.m., local time, Wednesday, May 17, 2023. Proposals received after 11:00 a.m., Wednesday, May 17, 2023, will not be considered. Bid proposal opening will be at 12:00 noon, Wednesday, May 17, 2023. All are welcome at the bid proposal opening.
4. The proposals shall be submitted and signed on the "Proposal Submission Form" inserts. Failure to comply with the instructions could be cause for disqualification of this proposal. Any change in the working of the "Proposal Submission Form" could be cause for disqualification of this proposal. Proposals may not be withdrawn after the bid proposal opening.
5. Proposals which are not signed by individuals making them, shall have attached thereto a Power of Attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.
6. Proposals which are signed for a partnership shall be signed by all partners or by an attorney in fact. If signed by an attorney in fact, there shall be attached to the proposal a Power of Attorney evidencing authority to sign the proposal executed by the partners.
7. Proposals which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officers of the corporation manually written below the corporate name following the word "by"  
\_\_\_\_\_.
8. If a bidder contemplating submitting a proposal for specified items is in doubt as to the true meaning of any part of the specifications or contract documents, he/she may submit a written request or email for an interpretation thereof to the Office of Laura Kepler, Coordinator of Child Nutrition Services, 550 East North Street, Akron, Ohio, 44304 or [lkepler@apslearns.org](mailto:lkepler@apslearns.org) . Each person submitting a request for an interpretation shall be responsible for its prompt delivery at least ten (10) days prior to the proposal due date. The Akron Board of Education shall not be responsible for any other explanation or interpretation of the proposed documents.

9. The Akron Board of Education is exempt from taxation under the Ohio Sales Tax and Use Tax Laws, and the bidder shall not include such taxes in his/her proposal. However, the bidder may not be exempt from such taxes and he shall; therefore, inform himself concerning the laws of the State of Ohio governing sales to the Board of Education.
10. The Akron Board of Education, Child Nutrition Services, shall be the judge of standards and specifications and compliance thereto; and may accept or reject all or part of this quotation.
11. The Akron Board of Education reserves the right to reject any, part of any, or all proposals and to waive any informalities if in the interest of the Board to do so and not in violation of any state statutes.
12. Award will be made to the most responsible bidder whose proposal conforms with all the material and terms and conditions of the invitation for proposals, price and other factors considered. The most responsible bidder is a vendor that possesses the potential ability to perform successfully under the terms and conditions of the proposal. Consideration will be given to such matters as price, integrity, compliance with public policy, record of past performance, financial and technical resources, and compliance with proposal specifications.
13. The successful bidder must submit the statement required by Section 5719.042 (delinquent personal property taxes) Revised Code to the Treasurer of the Board, before a contract can be entered into between the Akron Board of Education of the Akron City School District and the successful bidder. This statement shall be considered a part of the contract between the parties.
14. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. All bidders must complete and have notarized the enclosed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form. The notarized form must be submitted with the proposal. Failure to supply a completed form may negate proposal.
15. Bidders should comply with the Buy American provision [7 CFR 210.21(d)] for any goods or services as part of this 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 may be made. Exceptions are only to be used as a last resort and may not be accepted by the owner.
16. Bidders must complete the enclosed Byrd Anti-Lobbying Amendment Certification and Disclosure of Lobbying Activities, if applicable.
17. 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, such proposal will not be considered. The School District reserves the right to photograph facilities during inspection.



18. 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. Visits to such facilities may be unannounced. The School District reserves the right to photograph plant/facilities during any visit.
19. Any or all proposals may be rejected when there are sound documented business reasons in the best interest of the program.
20. Award may be made to the responsible bidder whose proposal will be most advantageous to the procuring party, price and other factors considered.
21. Bidder is to complete Bidder's Qualification Form and submit answers for all information requested. Failure to provide all information requested may negate proposal.
22. Purchaser reserves the right to terminate this contract for cause and convenience with a written 60 day notice to the vendor indicating the effective date of termination. Only goods and/or services provided prior to the effective date of termination will be paid.
23. Vendor performance will be monitored by the owner in areas related to but not limited to price, quality, meeting bid specifications terms, and delivery.
24. Proposals from bidders will comply with the Contract Work Hours Safety Standards Act (40 U.S.C. 3702 and 3704), 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.
25. Bidders must complete and submit the enclosed Non-Collusion Affidavit.
26. 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 promptly. Notifications should be directed to Laura Kepler, Coordinator, Child Nutrition Services at 330-761-1335 or [lkepler@apslearns.org](mailto:lkepler@apslearns.org).
27. This institution is an equal opportunity provider. PURCHASER and VENDOR agree to nondiscrimination practices and assurance of civil rights compliance with federal law.
28. Small, local, minority and women's firms are particularly invited to submit bids.

## GENERAL CONDITIONS

### 1. Conditions of Agreement

The Conditions of Agreement consists of the following, and in the event of conflicting provisions, the importance is given below:

- . Instructions to Bidders
- . General Conditions
- . Specifications
- . Invitation to submit a Proposal and Acceptance
- . Responsibility of Vendors and Manufacturers

### 2. Definition

- . “Purchaser” shall mean the Board of Education of the Akron Public School District, Child Nutrition Services, Summit County, Akron, Ohio.
- . “Bidder” shall mean any person, firm or company, proposing to supply said specified items under this agreement.
- . “Vendor” shall mean any company of manufacturer who has been awarded a contract by the Board of Education of the Akron Public School District, Summit County, Akron, Ohio.

### 3. Inspection Requirements

Final inspection shall be made at the site after delivery. In case of rejection of any supplied item because of failure to meet contract requirements, the Vendor shall promptly remove such rejected or damaged item(s) and replace it by delivering to the same inspection point, item(s) which meets the contract requirements without any additional expense to the Purchaser.

4. A purchase order shall be issued to the successful contractor within 30 days following the date of Board acceptance of the proposal.
5. The proposal shall be typed or written legibly in ink on the proposal form.
6. Failure to comply with all proposal specifications may remove the proposal from further consideration. Bidder evaluation will include, but is not limited to, quality, quantity, weight, appearance, packaging, and delivery temperature of samples requested; overall score on taste test conducted; and compliance with proposal specifications.
7. Vendors shall provide when requested manufacturer’s nutritional support information for any items that Vendor wishes Purchaser to consider for menu usage. Purchaser must approve use of all items purchased by Vendor for menu prior to service.
8. This is a combined proposal. **Vendors must bid on both parts 1 and 2 of the proposal as indicated on the Proposal Submission Form inserts.** Purchaser has the right to consider both parts 1 and 2 for final consideration of award. Failure to complete both parts may negate proposal.



**PART 1**  
**ELEMENTARY LUNCH MEAL PROGRAM**  
**GENERAL SPECIFICATIONS**

**I. PROPOSAL SCOPE:**

**The Akron Board of Education, Child Nutrition Services, is requesting proposals to provide the elementary school children of the Akron Public Schools with the finest possible lunch program meeting the guidelines and regulations of the federally funded National School Lunch Program (NSLP) at the lowest possible cost without sacrificing nutritional integrity, service, or quality. Price is not the only consideration for final award.**

Akron Public Schools Child Nutrition Services shall hereinafter be called the PURCHASER, and the bidder offering the quotation to supply service for this proposal shall hereinafter be called the VENDOR.

A single lunch provided by the VENDOR to the PURCHASER shall include:

- a) all specified food components required for the reimbursable lunch meal for grade levels served K-8 with the exception of fluid milk. Components consist of individual serving, oven ready, wrapped entrees, pizza, and sandwiches; individual portion oven ready or fresh vegetables; individual portion fresh, shelf-stable or frozen grains; and individual portion fruits, 100 % juice, and fresh fruit as specified on menus written by the PURCHASER. All products used shall meet the requirements of the current NSLP meal pattern requirements, or other federal meal program requirements as requested by the PURCHASER. After menu has been established no changes will be permitted without prior approval of the Coordinator, Child Nutrition Services, or his/her representative.
- b) all appropriate condiments as written by the PURCHASER to accompany meal. Condiments include but not limited to catsup, mustard, mayonnaise, syrup, margarine, barbeque sauce, ranch dressing and dip, Italian dressing, jelly etc. Condiments must be of acceptable quality and easily opened by students as determined by the PURCHASER. Salsa and marinara cups if included on the menu by the PURCHASER are intended to be creditable red-orange vegetable, minimum ¼ cup or ½ cup if needed.
- c) up to one extra item per week as a treat like a chip product, sweet grain, etc. that meet the standards to be included in the reimbursable meal including calorie limits.
- d) 2 oz meat/meat alternate and 2 oz grain equivalent minimum daily for a combined 10 each per week.
- e) fresh fruits and fresh vegetables each a minimum of 2 times per week, unless less is approved by PURCHASER.
- f) utensil packet (spork, straw, napkin) and paperboard disposable tray.

- g) additional containers with lids or baggies as needed for any items particularly fresh fruits and vegetables that are not provided ready to serve in individual portions.
- h) daily delivery to thirty-four (34) elementary locations and the Central Distribution Center, 550 E. North Street, Akron OH 44304 as ordered by the PURCHASER.
- i) menu item component quantities will be ordered **individually per school location**. Akron Public Schools participates in the "Offer Versus Serve" program specified in the National School Lunch Program; therefore, components will be ordered individually by the each. **Entrée and vegetables are required to be by the each. Other items such as grains, fruits, condiments, trays and sporks may be ordered by the case.**

## II. CONTRACT PERIOD:

- A. The contract period shall be for a twelve (12) month period beginning July 1, 2023, through June 30, 2024.
- B. There shall be a second optional one (1) year contract period from July 1, 2024 through June 30, 2025.
- C. There shall be a third optional one (1) year contract period from July 1, 2025 through June 30, 2026.
- D. There shall be a fourth optional one (1) year contract period from July 1, 2026 through June 30, 2027.
- E. The optional periods shall be based upon mutual agreement between the Akron Board of Education, Child Nutrition Services, and the VENDOR.
- F. Prices will remain firm during each contract year awarded.



**PART 1**  
**DETAILED LUNCH MEAL SPECIFICATIONS**

The average daily usage of lunch meals during 2022-2023 school term equaled approximately 8,500.

**MEAL COMPONENTS**

All lunches shall meet the minimum quantities of meat and meat alternates, fruits, vegetables and grains as established by USDA, NSLP meal pattern for appropriate grade levels. PURCHASER requires after minimum quantities are met, extras to include 2 m/ma and 2 oz. grain equivalents daily are provided to maximize allowable calorie levels per meal while still maintain the allowable range of fat, saturated fat and sodium. Fruits are to be ½ cup portions and fresh fruits are to be provided 2 times a week minimum. All other fruits and fruits juices must meet the meal pattern standards. Fruit cups must be shelf stable in easy to open, leak proof containers. Frozen fruit cups will not be accepted unless approved by the PURCHASER in advance. Vegetables are to be served in ¼, ½, and ¾ cup portions to meet the required amounts per grade level and the weekly USDA vegetables sub-group requirements. Fresh vegetables are to be provided 2 times a week minimum. Vegetables are to be Grade A quality. Frozen broccoli **must** be florets. Low grade, stemmed frozen vegetables will not be accepted. All creditable grains must meet the current USDA whole grain rich criteria. All components must be served in appropriate portions according to the USDA Food Buying Guide for Child Nutrition programs. All raw products to be fully cooked. Menu is to be pork free, unless a pork menu item is approved by PURCHASER. Fluid milk is not included at this time and will be provided by the PURCHASER.

**CONTAINERS**

Meal components will be provided in containers of good quality and appearance. They must be able to withstand heating in warming ovens as required without smoking or burning. Film is to be intact and perforated is required for oven baked items and breadings or potatoes that require crisping. Flat wrap is preferred. Containers should not leak, stick or break open. Wrap must be made of Mylar convention, ovenable film, translucent and trimmed so components do not stick together when heated. However, students should be able to open with ease. If product seals are delivered opened, the item cannot be and credit will be taken. An approved product substitution for damaged containers must be provided. Akron Public Schools participates in the “Offer vs. Serve” program specified in the NSLP; therefore, preference is for menu components to be individually portioned to minimize waste unless components in multiunit packaging is approved by the PURCHASER in advance.

**COMMODITIES**

As a participant in the NSLP, PURCHASER receives offerings of government donated food and fresh fruits and vegetables. The PURCHASER reserves the right to accept any or all such offerings and to participate in contracted programs established through governmental or educational agencies.

Commodities and commodity processed products **must** be used in making meal items and providing meal components. It is required that the VENDOR will commit to use at minimum half of the value of the PURCHASER’S annual commodity entitlement or approximately \$500,000 in the preparation of these meals provided. The PURCHASER and VENDOR will work together to select menu items that will maximize this usage and the students accept. The VENDOR shall indicate the willingness to accept and make use of said USDA donated commodities including government donated produce. Items that are not delivered directly to the VENDOR will be delivered to the PURCHASER’s Central Distribution Center. The VENDOR shall be capable of properly transporting and storing the USDA frozen, refrigerated, and dry commodities used in meals, and any freight or delivery charges from the Central Distribution Center will be paid for by the VENDOR. When commodities are provided in bulk, the VENDOR will be responsible for individually portioning and packaging these to be provided as a meal component.



**VENDOR shall enter into a donated food processing agreement and yield data information should be submitted with the bid. Vendors using processed products from commodities or processing commodities must file and possess an approved State of Ohio commodity contract with the Ohio Department of Education, Office of Nutrition.**

The PURCHASER shall be credited by meal component for all commodities used at current USDA surplus value or local area market values. Verification by the PURCHASER of dollar value assigned to commodities may be requested, and all credit values to be approved by PURCHASER.

VENDOR should submit with the bid a detailed explanation of their intent and capability of using half of PURCHASER's annual donated commodities in meals provided.

#### **OFFER VERSUS SERVE**

PURCHASER participates in "Offer vs Serve" under NSLP guidelines. Therefore, menu items will be ordered individually per school location. **Bid must indicate the credit per menu item that can be deducted from the total meal bid price each time a menu item is offered, but not ordered. Deduction should be listed per item/component ordered in less quantity than the entree.**

#### **FIELD TRIPS**

Cold meals should be available to the PURCHASER to order as needed at no additional meal cost. The meal shall consist of all components of a reimbursable meal approved by the PURCHASER except fluid milk. The meal should be provided with a lunch bag or box.

#### **NUTRITION / ALLERGEN INFORMATION**

VENDOR is to supply the PURCHASER a complete nutritional analysis of all meal components available including the USDA meal contribution, nutrition facts, ingredient and allergen listing. VENDOR must have the ability to provide to the PURCHASER when requested complete nutritional analysis and compliant USDA certification worksheets if applicable of the menu as written. The nutrition, ingredient, and allergen information must be provided timely with the approval of the next month's menu.

#### **SPECIAL DIETARY MEALS**

PURCHASER will be required to provide meals that meet special dietary needs of students who have documented health issues, most often regarding the major nine food allergens, as recorded by the attending physician of said student. VENDOR will be provided documentation, if needed, to address any special dietary order needs. No additional cost is to be incurred, unless approved by the Coordinator, Child Nutrition Services.

#### **PROGRAM ASSISTANCE – EMPLOYEE TRAINING**

The VENDOR shall provide a field representative to assist the PURCHASER in the smooth overall operation of the program, without charge. VENDOR will provide adequate training for PURCHASER's staff. Such representation shall be on the direct payroll of the VENDOR. The field representative shall assist in quality control and shall be the point of contact for concerns and issues.

#### **PRODUCTION FACILITIES**

The VENDOR shall meet all guidelines for the provision, storage and delivery of food required by law and to submit satisfactory evidence of compliance with all health regulations. **Copies of most recent state and local health inspection reports and required licenses where meals are to be prepared and facilities to be used are to be provided with proposal.** Failure to provide these documents may negate the bid. The VENDOR's preparation facilities must be subject to continuous, on-site inspection, and establishment

addresses must accompany this proposal. Strict sanitation practices must be followed throughout assembly, storage, and distribution functions. Production runs must be bacteriological tested and results of same be made available upon request.

### **ONLINE ORDERING**

PURCHASER is to provide a web based online ordering system for the thirty four (34) school sites to place food orders at no cost to the VENDOR.

### **FOOD "GLEANNING"**

VENDOR to assist PURCHASER with the "gleaning" of food to nonprofit charitable organizations as designated by Akron Public Schools, Child Nutrition Services, when the need arises due to unforeseen emergencies, closure of school for break periods, and end of school term. VENDOR to provide documentation to PURCHASER regarding quantities and costs of food that was donated as well as the names of eligible receiving organizations VENDOR delivers to. No additional costs is to be incurred by PURCHASER for gleaning program.

### **REFERENCES**

The VENDOR is to provide a listing of three (3) current school clients being served by the VENDOR using similar pre-packaged satellite meal service. List to include name of contact person and email.

### **MENU**

Sample menu is enclosed. While sample menu is *not exclusive to all menu items requested*, VENDOR must be able to provide at least these items with equal acceptance by our students. PURCHASER requests new menu ideas from VENDOR keeping with current food trends among elementary school students. PURCHASER will approve all VENDOR items to be used on the menu. Items that are not acceptable based on quality and complaints must be replaced.

Akron students have historical preference for the below items. These items must be provided by the VENDOR when on the menu, unless the PURCHASER has approved a substitution.

Schwan's Galaxy I/W Cheese (78366) and Pepperoni (78367) pizza  
JTM Beef Taco Meat (CP5249 or CP5250)  
Jennie-O Turkey Sausage Links (6140)  
Tyson WG Homestyle Breast Strips (0703322)  
Tyson WG Chicken Chunks (070362)  
Tyson WG Crispy Filet (070302)  
Tyson Breaded Chicken Drumstick (666010)  
P & S Bakery Turkey Pepperoni Stromboli Braids  
National Food Group Shelf Stable Fruit Cups  
Red Gold Shelf Stable Salsa Cups  
Red Gold Shelf Stable Marinara Cups

VENDOR is to supply a total list of possible menu items by category that PURCHASER could use in menu planning. The menu items should not be limited by the sample menu provided.

PURCHASER currently uses a 4 week cycle menu with variations as approved by the PURCHASER for each monthly menu. PURCHASER requires the ability to try new items when requested at any time during the school year.



### **NEW ITEMS**

VENDOR agrees to menu new items that are readily available from manufacturers and in distribution up to 3 times in a 4 week cycle menu when requested by the PURCHASER. These menu items will be of acceptable and reasonable cost as utilized in other child nutrition programs. VENDOR and PURCHASER will work together to secure these items and if necessary, VENDOR will portion and package these items to be delivered as part of the meal program provided. PURCHASER will give VENDOR at least a four week notice from when the item is requested to the menu date.

### **SAMPLES**

A complete one week (5 days) sample menu at no additional cost must be provided as part of this proposal. The sample menu must comply with all USDA requirements for grades K-8. Five (5) each samples of every component of sample menu must be submitted. The samples must be labeled as to product name, weight, manufacturer, meal pattern contribution, nutrition and allergen facts, and ingredient listing. Samples must be submitted in containers as they would be delivered and served. Fresh items may be included. These samples should be delivered to Akron Public Schools, Central Distribution Center, 550 E. North Street, Akron OH on May 17, 2023 between the hours of 7 am and 11 am EST. Failure to submit samples may negate the bid.

Providing bid specifications are met, acceptability will be determined evaluating weight, appearance, packaging, food quality, temperature at delivery, and menu compliance. A blind taste test will be conducted using a rating scale with point values. Additional samples may be requested by the PURCHER after bid opening.

### **DISTRICT PROVIDED MENU DAY**

PURCHASER reserves the right to provide a menu item outside of this contract for no more than one day per week with no cost or penalty by the VENDOR. PURCHASER will give the VENDOR notice of the menu to be provided by the district prior to the next month's menu being finalized. PURCHASER may supply all meal components or just partial components. If no district provided menu days are submitted, all menu days will be considered part of this contract and supplied by the VENDOR.

### **FOOD PURCHASES BY CASE**

PURCHASER may on request ask for pricing of VENDOR provided menu items by the case when the need arises to utilize and store some of these items at the Central Distribution Center for utilization in programs when daily deliveries may not be occurring. Typically this occurs for programs outside the normal school calendar that do not have adequate numbers to warrant daily deliveries to all schools or the items will be utilized for district provided programs outside the elementary lunch meal. This will be mutually agreed upon at the time of the request between the PURCHASER and VENDOR.

**PART 1**  
**DELIVERY SPECIFICATIONS OF ELEMENTARY LUNCH MEAL**

The Child Nutrition Services Department will provide the VENDOR with approximate meal counts at least seven (7) calendar days prior to delivery. These figures may be altered to accommodate the variances in participation.

The VENDOR will provide each site with emergency meals when requested by PURCHASER.

The VENDOR shall make inside deliveries each school day and place the racked food items to be heated (entrees, bagged sandwiches, individual vegetables) in the cooler in up to thirty-four (34) elementary schools. PURCHASER will provide to the VENDOR the oven baskets and dollies used for racking and delivery of heated items. VENDOR is to supply delivery racks for non-heated individual fruit/vegetable modules. Non-heated individual fruit/vegetable items shall be placed in the cooler upon delivery, with the exception of fresh bananas or any item meant to be stored at room temperature. All food is to be delivered in a fresh/chilled state. Delivery temperature to be between 34°F to 37°F. Frozen items are not acceptable. Delivery times and routes will be determined by mutual agreement between the PURCHASER and VENDOR with daily deliveries beginning at 7 am and typically ending prior to 11 am. One (1) daily delivery or pick up may be made to the Central Distribution Center, 550 E. North Street, Akron. VENDOR is responsible for retrieval of all empty oven baskets, racks, and dollies from school locations. VENDOR is to clean and sanitize all oven baskets, racks, and dollies daily prior to next usage period. VENDOR is to keep inventory of all oven baskets and dollies supplied by Akron, which shall be available in written form at the request of the PURCHASER at any time.

Variances in the school calendar, such as inclement weather or other changes in the program, will make it necessary for Child Nutrition Services to cancel the daily delivery prior to 6:30 a.m. A phone number or other means of communication is to be supplied by the VENDOR for notification of cancellation of meal delivery. PURCHASER will contact VENDOR later that day to discuss alteration of daily menus to accommodate the closing of school.

In the event deliveries do not arrive at the specified time or if the products delivered do not conform to the contract, the PURCHASER shall have the right to purchase replacements. All costs over that which would have been incurred under the contract shall be borne by the VENDOR.

The VENDOR must comply with the Summit County Health Department/Ohio Department of Agriculture/Ohio Department of Health/USDA requirements for handling, transporting, and delivery of food. Upon request, the VENDOR must supply the PURCHASER with Standard Operating Procedures and HACCP plans.

The VENDOR shall provide a system of direct communication between the delivery trucks and the Akron Public Schools, Child Nutrition Services, Central Distribution Center. Communication equipment to include cellular phones for each delivery driver and for the delivery driver supervisor.

The VENDOR shall be responsible for replacement trucks, drivers, and vehicle repair. Delivery schedules should not be interrupted due to vehicle disrepair or unavailability unless unforeseen emergencies.



The VENDOR shall provide over-the-road equipment of such size, design, and service ability to facilitate the handling and protection of food items at receiving temperatures until such time as they are delivered to school. Receiving temperature of all food at delivery is to be between 34°F - 37°F. VENDOR is responsible for daily cleaning and sanitation of truck trailer/storage compartment. The VENDOR shall provide refrigerated truck(s) equipped with a lift gate or ramp and an overhead door.

The VENDOR shall provide a driver(s) for each truck. The VENDOR shall be responsible for loading and unloading their truck. All deliveries shall be inside delivery to the Child Nutrition Services' area per school. No tailgate deliveries shall be accepted under this contract at any time. Drivers are to be properly instructed/trained in safe food handling techniques. VENDOR to supply PURCHASER with copy of training syllabus/outline.

PURCHASER shall approve the delivery route(s) and have the authority to change the delivery schedule(s) and route(s) if needed. Four (4) delivery routes are required to meet delivery requirements of elementary locations requiring a minimum of four (4) trucks and four (4) drivers per school day.

The VENDOR shall pickup, transport, and deliver any related Child Nutrition Services items to sites as required by the PURCHASER at no additional charge.

The VENDOR shall be responsible for inventory of items placed on the truck and delivery of inventory per school site. A daily delivery slip shall be supplied with the delivery at each school. The delivery slip shall list the name of the school, and list the amount of each item delivered (this is not an invoice).

The VENDOR must have adequate plant facilities located within the Northeast Ohio area for distribution of meals. PURCHASER reserves the right to inspect and approve these facilities prior to the final award of contract. Photographs of facilities and operation may be taken by PURCHASER during said visit.



**PART 2**  
**DISTRICT TRANSPORTATION SERVICE SPECIFICATIONS**

**Part 1 specifies daily deliveries to all locations included with the purchase of the elementary lunch and one additional daily delivery or pick up from the Central Distribution Center for each route for any additional meal related food or supplies at no additional charge. Part 2 will provide specifications for additional transportation needs by the PURCHASER for other food and supply items and deliveries to ten (10) secondary locations not covered by Part 1.**

The VENDOR shall provide trucks used in transporting food that are licensed for food handling according to the food transport code, as directed by the Department of Health, City of Akron, and/or Federal and State Codes. The VENDOR shall pickup from the Child Nutrition Services' Central Distribution Center, 550 E. North Street, Akron, Ohio 44304, transport and make inside delivery to the Child Nutrition Services area at each location, but not limited to supplies, paper products, small utensils, frozen and refrigerated food products, staples, canned goods, and cleaning supplies each school day. No tailgate deliveries shall be considered under this contract.

The VENDOR shall place frozen and refrigerated food products in cooler/freezers as needed in all locations. The VENDOR shall make at least one delivery per week per ten (10) secondary sites (see attachment), typically Mondays through Thursdays. The VENDOR shall deliver breakfast/after school snack items, food and paper/plastic supplies to thirty-four (34) elementary sites with daily lunch meal service.

The Coordinator or Specialist, Child Nutrition Services, shall approve the delivery routes and have the authority to change the delivery schedules and routes if needed. Four (4) delivery routes currently exist to meet delivery requirements of elementary locations as specified in Part 1 requiring a minimum of four (4) trucks and four (4) drivers. At the conclusion of the daily elementary lunch deliveries, the VENDOR will instruct the four drivers to return to the Central Distribution Center to be able to meet the delivery requirements of the ten (10) secondary schools and pick up food and supply items for the elementary deliveries the following day. The palletized orders of freezer, refrigerated, and dry goods will be picked up and delivered to 2-3 secondary schools daily a minimum of four (4) days per week, normally Mondays through Thursdays. Schedules may be altered due to non-school days, breaks, and holidays. The VENDOR shall pickup, transport, and deliver any related Child Nutrition Services items to sites as required by the Coordinator, Child Nutrition Services.

The VENDOR shall provide a system of direct communication between the delivery trucks and the Akron Public Schools, Child Nutrition Services, Central Distribution Center. Communication equipment should include cellular phones for each delivery driver and a cellular phone for the delivery driver supervisor.

The VENDOR shall be responsible for replacement trucks, drivers & vehicle repair.

The VENDOR shall provide over-the-road equipment of such size, design and service ability to facilitate the handling and protection of food items (frozen/chilled and non-frozen) at receiving temperatures until such time as they are delivered to school. VENDOR is responsible for daily cleaning and sanitation of truck trailer/storage compartment.

The VENDOR shall provide refrigerated (holding temperature of 37 degrees Fahrenheit) trucks equipped with a lift gate or ramp and an overhead door.

The VENDOR shall provide a driver for each truck. The VENDOR shall be responsible for loading and unloading their truck. Drivers are to be properly instructed/trained in safe food handling techniques. VENDOR to supply OWNER with copy of training syllabus/outline.

The VENDOR shall be responsible for inventory of items placed on trucks and delivery of inventory per school site. Daily accountability for items delivered must balance with Central Distribution Center.

Summer deliveries may be needed beyond the established school calendar as directed by the Coordinator or Specialist of Child Nutrition. The number and locations of summer programs varies annually. For this option, the daily rate per delivery truck and driver will be utilized during the summer break as needed. Typically, this route would involve deliveries between 8 am and 12 pm noon in the Akron area and surrounding vicinities including pick up from the Central Distribution Center and delivery to designated sites. It is expected 2 to 3 delivery trucks and drivers will be needed to meet the needs of annual summer programs. Notification of the intent for summer programs and the number of routes needed will be made by May 15 unless extenuating circumstances cause a delay.

Special instructions for school deliveries:

- When backing your truck up to a school door to deliver food/supplies, make sure the exhaust system on your truck does not emit fumes into any window, ventilation system, or air-conditioning unit.
- Always be aware when driving your truck on the school grounds that there is always the possibility that a small child could be around your truck somewhere playing. Check completely around your truck before backing up or driving away. Drive extra carefully on the school grounds.

Special instructions for the Central Distribution Center warehouse:

- Drivers are to make sure overhead door is properly up and secured before backing into the dock area.
- All drivers must chock the vehicle's wheels once in a stopped/parked condition.
- Any items delivered in a damaged condition will be removed and separated from the rest of the shipment by the transport driver making the delivery.
- All delivery vehicles are to make sure they have removed chock from wheels when readying to depart. Drivers are to assure the proper clearance of the overhead door to prevent damage to the door when leaving.

## **ADDITIONAL PARTS 1 & 2 GENERAL SPECIFICATIONS**

### **INVOICING**

No charge, in addition to the proposal price, shall be made by the VENDOR for delivering, placing, or invoicing. The VENDOR shall submit a set of commercial invoices to the Child Nutrition Services office weekly. Credit for use of commodity food and credit for offer vs serve must be listed on a weekly invoice. Purchase order numbers must be on all invoices. No payment shall be made for any meal items which are missing or deemed damaged. Generally, all invoices will be paid within 30 calendar days of receipt without penalty.

### **DELAYS AND DEFAULT**

In case of default of the VENDOR, the PURCHASER reserves the right to terminate the agreement and to purchase services in the open market charging against the VENDOR any excess cost occasioned by the PURCHASER thereof.

### **PURCHASER'S RIGHT**

The PURCHASER reserves the right to reject any, part of any, or all proposals and to waive any informalities or irregularities in the proposals. In case of tie proposals, the PURCHASER reserves the right to award the contract to any or either tie bidder as deemed appropriate. PURCHASER will use sound business reasons in evaluating overall program costs.

### **LIABILITY/INSURANCE**

The VENDOR shall provide public liability, personal injury, and property damage insurance on all equipment and/or containers used in the amounts of \$300,000-\$500,000. In addition, said VENDOR shall provide \$300,000-\$500,000 insurance on all trucks used in performing services hereunder. Said VENDOR shall submit certificates of insurance as evidence of the above coverage including the name of the Akron Board of Education as party insured. Copies of insurance certificates are to be on file in the Child Nutrition Services office by August 1<sup>st</sup> of each year in which the VENDOR provides services.

The parties hereto shall keep accurate and complete records of the transactions relating to this contract and shall cooperate with each other in jointly verifying the daily transactions. Transactions shall be audited on a weekly basis prior to payment for services as above provided. Such audit shall be conducted with reasonable promise at the close of each calendar week for these purposes.

The relationship between parties hereto is that of independent contractor and not that of employer-employee.



Akron Board of Education  
Child Nutrition Services  
550 E. North Street  
Akron, Ohio 44304

PROPOSAL SUBMISSION FORM PART 1  
ELEMENTARY LUNCH MEAL PROGRAM WITH DAILY DELIVERY  
PROPOSAL DUE BY MAY 17, 2023  
FOR THE AKRON BOARD OF EDUCATION - AKRON, OHIO

I, or we, having carefully read all proposal documents and specifications, do hereby agree to enter into a contract with said Board of Education of the Akron City School District. I, or we shall furnish all labor and materials to furnish and deliver the Elementary Lunch Meal Program as per specifications for the following prices:

PROPOSAL FORM PART 1

MEAL PRICE

Price of a single lunch meal including all specified food components, appropriate condiments, utensil packet, tray, and delivery.

PRICE PER MEAL INCLUDING DELIVERY AS SPECIFIED			
CONTRACT PERIOD	2ND OPTIONAL YEAR	3RD OPTIONAL YEAR	4TH OPTIONAL YEAR
(July 1, 2023- June 30, 2024)	(July 1, 2024- June 30, 2025)	(July 1, 2025- June 30, 2026)	(July 1, 2026- June 30, 2027)

OFFER VS SERVE CREDIT

Credit per item ordered in less quantity than the entrée.

FRUIT

VEGETABLE

GRAIN

NAME OF FIRM

FIRM ADDRESS

CITY/STATE/ZIP

DATE

TELEPHONE #

TITLE

SUBMITTED BY

TITLE

SIGNATURE

Akron Board of Education  
Child Nutrition Services  
550 E. North Street  
Akron, Ohio 44304

PROPOSAL SUBMISSION FORM PART 2  
DISTRICT TRANSPORTATION SERVICE  
PROPOSAL DUE BY MAY 17, 2023  
FOR THE AKRON BOARD OF EDUCATION - AKRON, OHIO

I, or we, having carefully read all proposal documents and specifications, do hereby agree to enter into a contract with said Board of Education of the Akron City School District. I, or we shall furnish all labor and materials to furnish and deliver the District Transportation Service as per specifications for the following prices:

**PROPOSAL FORM PART 2**

PRICE PER DAILY (1) TRUCK INCLUDING (1) DRIVER AS SPECIFIED				
CONTRACT PERIOD	2ND OPTIONAL YEAR	3RD OPTIONAL YEAR	4TH OPTIONAL YEAR	
(July 1, 2023- <u>June 30, 2024</u> )	(July 1, 2024- <u>June 30, 2025</u> )	(July 1, 2025- <u>June 30, 2026</u> )	(July 1, 2026- <u>June 30, 2027</u> )	

**ROUTE (TRUCK/DRIVER) PRICE**

Daily rate of one route (truck and driver)  
to deliver secondary school food and supply  
items and pick up additional food and supply  
items for next day elementary deliveries. Up  
to four (4) routes may be used.


NAME OF FIRM	
FIRM ADDRESS	
CITY/STATE/ZIP	

DATE	SUBMITTED BY
TELEPHONE #	TITLE
TITLE	SIGNATURE



**AKRON PUBLIC SCHOOLS - BUSINESS AFFAIRS**  
**CHILD NUTRITION SERVICES**  
**ELEMENTARY SAMPLE LUNCH MENU**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Breaded Chicken Tenders Mashed Potatoes Fresh Broccoli Bites/Ranch Mandarin Oranges Dinner Roll/Margarine BBQ Sauce	Fiestada Stuffed Sandwich Pinto Beans Salsa Fresh Clementine	Chicken Pattv on Bun Steamed Corn (3/4 cup) Banana Ketchup/Mustard Packets	Cheese Pizza or Pepperoni Pizza Apple Slices Baby Carrots Ranch Packet	Mozzarella Sticks Marinara Cup Steamed Green Beans Diced Pear Cup Cookie
Cheeseburger on Bun Tater Tots Pickle Chips Mixed Fruit Cup Ketchup, Mustard Packets	Soft Beef Taco Refried Beans Salsa Cup Fresh Clementine	Chicken Nuggets Broccoli w/Cheese (3/4 cup) Sun Chips Banana BBQ Sauce	Cheese Pizza or Pepperoni Pizza Apple Slices Baby Carrots Ranch Packet	French Toast Sticks Turkey Sausage Links Dragon Punch Juice (6.75 oz) Peach Fruit Cup Maple Syrup
Cheesy Breadsticks Marinara Cup Steamed Broccoli Peach Fruit Cup	Beef Taco Meat & Cheese Corn Salsa Cup Fresh Clementine Tortilla Chips	Crispy Chicken Leg Mashed Potatoes/Gravy Banana Dinner Roll/Margarine BBQ Sauce	Cheese Pizza or Pepperoni Pizza Apple Slices Baby Carrots Ranch Packet	Corndog on Stick Baked Beans Wango Mango Juice Mandarin Oranges Ketchup/Mustard Packets
Mini Pepperoni Calzones Marinara Cup California Mixed Vegetables Diced Pear Cup	Orange Chicken & Rice Steamed Broccoli (3/4 cup) Fresh Clementine	Salisbury Steak/Gravy Mashed Potatoes/Gravy Dragon Punch Banana Dinner Roll/Margarine Ketchup Packet	Cheese Pizza or Pepperoni Pizza Apple Slices Baby Carrots Ranch Packet	Mac and Cheese Sweet Potatoes Cornbread Muffin/Margarine Pineapple Cup

\*\*This Institution is an Equal Opportunity Provider\*\*

MENU SUBJECT TO CHANGE WITHOUT NOTICE

# AKRON PUBLIC SCHOOLS - CHILD NUTRITION SERVICES

## ELEMENTARY DELIVERY SCHEDULE

<u>ROUTE 1</u>		<u>ROUTE 2</u>		<u>ROUTE 3</u>		<u>ROUTE 4</u>	
<b>VORIS CLC</b> 1885 Glenmount Ave	330-761-2773	<b>RITZMAN CLC</b> 629 Canton Rd	330-761-7904	<b>FOREST HILL CLC</b> 850 Damon St	330-761-3193	<b>SCHUMACHER CLC</b> 1020 Hartford Ave	330-761-7935
<b>FIRESTONE PK</b> 1479 Girard St	330-761-1517	<b>WINDEMERE CLC</b> 2283 Windemere Ave	330-761-7938	<b>HARRIS-JACKSON CLC</b> 1085 Clifton Ave	330-761-3089	<b>STEWART (ELP)</b> 1199 Vernon Odom Blvd	330-873-3396
<b>MCBRIGHT CLC</b> 349 Cole Ave	330-761-7941	<b>HATTON CLC</b> 1933 Baker Ave	330-761-7981	<b>FINDLEY CLC</b> 65 W Tallmadge Ave	330-761-7910	<b>CROUSE CLC</b> 1000 Diagonal Rd	330-761-1551
<b>GLOVER CLC</b> 935 Hammel St	330-761-1523	<b>BETTY JANE CLC</b> 444 Darrow Rd	330-761-1518	<b>KING CLC</b> 805 Memorial Pkwy	330-761-7963	<b>HELEN ARNOLD CLC</b> 450 Vernon Odom Blvd	330-379-8347
<b>DAVID HILL CLC</b> 1060 E Archwood Ave	330-761-1663	<b>BARBER CLC</b> 665 Garry Rd	330-761-7912	<b>CASE CLC</b> 1420 Garman Rd	330-379-8388	<b>MILLER-SOUTH</b> 1055 East Ave	330-761-2699
<b>LEGETT CLC</b> 333 E Thornton St	330-761-7914	<b>SEIBERLING CLC</b> 400 Britain Rd	330-761-7957	<b>ESSEX (ELP)</b> 1160 Winhurst Dr	330-873-3390	<b>PFEIFFER</b> 2081-9th Street SW	330-761-1510
<b>NIHF-STEM</b> 199 S Broadway (w/ Timed Drop off Early College, 225 S. Main St)	330-761-7916	<b>ROBINSON CLC</b> 1156 4th Ave	330-379-8381	<b>RESNIK CLC</b> 65 N Meadowcroft Dr	330-761-1631	<b>SAM SALEM CLC</b> 1222 W Waterloo Rd	330-761-1509
<b>RIEDINGER (AAA/BRIDGES)</b> 77 W. Thornton St	330-379-8349	<b>MASON CLC</b> 700 E Exchange St	330-761-2849	<b>PORTAGE PATH CLC</b> 55 S Portage Path	330-761-7919	<b>RIMER CLC</b> 2370 Manchester Rd	330-761-7906
<b>OTT (PHOENIX/SOAR)</b> 65 Steiner Ave	330-761-1354			<b>I PROMISE</b> 400 W. Market St	330-761-1340		

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

**SECONDARY DELIVERY SCHEDULE**

Monday	Tuesday	Wednesday	Thursday	Friday
<b>Ellet CLC</b> 330-761-2771 309 Woolf Ave	<b>Innes CLC</b> 330-761-7901 1999 East Ave	<b>Firestone / Litchfield CLC</b> 330-761-3271 470 Castle Blvd	<b>North</b> 330-761-2747 985 Gorge Blvd.	<b>Extra deliveries as needed</b>
<b>Hyre CLC</b> 330-761-7931 2385 Wedgewood Dr.	<b>Garfield CLC</b> 330-761-2899 1326 Brown St.	<b>Buchtel CLC</b> 330-761-7946 1040 Copley Rd	<b>Jennings CLC</b> 330-761-7995 227 E. Tallmadge Ave	
<b>East CLC</b> 330-761-7921 80 Brittain Rd.	<b>Stem HS</b> 330-761-7970 123 S. Forge St.			



**AKRON PUBLIC SCHOOLS  
SCHOOL CALENDAR**

AUGUST, 2023				
M	T	W	Th	F
			24	25
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

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			

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	

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

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		

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	

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

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			

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

(08/24/23) - FIRST DAY

(05/30/24) - LAST DAY

**KEY**

**SCHOOLS  
& OFFICES  
CLOSED**



**NO SCHOOL  
FOR STUDENTS**

**172 SCHOOL DAYS**

EXCEL.BOTHFORMS.SCHOOLCALENDAR

**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?**

\_\_\_\_\_

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

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

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

\_\_\_\_\_

**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**

---

**Date**

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

---

**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.

---

**Organization Name**

---

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

---

**Name and Title of Authorized Representative**

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**Signature**

---

**Date**

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

---

**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.



## DISCLOSURE OF LOBBYING ACTIVITIES

**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT  
TO 31 U.S.C. 1352**

(SEE PAGE 8 FOR PUBLIC 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: _____			<b>5. If Reporting Entity in No. 4 is 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 Entity: (if individual, last name, first name, MI)</b>			<b>10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)</b>		
<b>11. Amount of Payment: (check all that apply)</b> \$ _____  Actual <input type="checkbox"/> Planned <input type="checkbox"/>			<b>13. Type of Payment: (check all that apply)</b> <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify) _____		
<b>12. Form of payment: (check all that apply)</b> <input type="checkbox"/> A. Cash Nature _____ <input type="checkbox"/> B. In-kind (specify) Value _____					
<b>14. Brief Description</b> of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)					
<b>15. Continuation Sheets Attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>					
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352.</b> The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.			<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone Number:</b> _____ <b>Date:</b> _____		
Federal Use Only			Authorized for Local Reproduction		



# **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: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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