

**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.**

---

---

---

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

---

---

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

---

---

---

---

**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.**

---

---

---

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

---

---

---

**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?**

---

---

---

**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.**

---

---

---

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

---

---

---

**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.**

---

---

---

**14. List your trade references.**

---

---

---

**15. List your bank references.**

---

---

---

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

---

---

---



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

---

---

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

---

---

---

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

---

---

---

**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.

---

---

---

---

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

---

## 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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 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.

Organization Name

Request for Bid and/or Proposal Name

Name and Title of authorized Representative

Signature

Date

-----

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

Notary Public

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

**NON – COLLUSION AFFIDAVIT**

---

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**

---

**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 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> _____					
<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. 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>			<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone Number:</b> _____ <b>Date:</b> _____		



# **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

**AKRON PUBLIC SCHOOLS  
CHILD NUTRITION SERVICES  
550 EAST NORTH STREET  
AKRON, OH 44304**

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

**REQUIREMENTS**  
**FRESH PRODUCE**

**GENERAL SPECIFICATIONS**

Bids are being taken for fresh fruits & vegetables, vacuum packed fruits & vegetables, and individually portioned, cut, ready to eat fresh fruits and vegetables.

Fresh fruits & vegetables and vacuum packed fruits & vegetables are to be delivered to the Central Distribution Center twice a week per orders on Fridays and Tuesdays. All deliveries are to be received between 7:00 a.m. and 2:30 p.m. at the Central Distribution Center, 550 E. North Street, Akron, Ohio. Order and delivery schedules are established by the Coordinator of Child Nutrition Services. There will be no delivery on Saturdays, Sundays, or Board approved holidays.

Vacuum packed fruits & vegetables must have a shelf life of at least ten (10) days from date of delivery.

Individually portioned, cut, ready to eat fresh fruits and vegetables will be utilized in accordance with the USDA Fresh Fruit and Vegetable Program (FFVP). Purchaser currently has nineteen (19) schools in the FFVP for the 2022-2023 school year. Pricing is requested for a variety of individually portioned, cut, ready to eat fresh fruits and vegetables in 2 oz., 3 oz., and/or 4 oz. portion sizes, estimated currently at 6,000 servings per menu item, delivered directly to the participating schools (Attachment A) twice weekly normally Mondays and Wednesdays between 7:30 am and 11:30 am. Menu calendar and delivery days will be established by the Coordinator of Child Nutrition Services. Fresh cut, ready to eat, individually portioned fruits and vegetables should have a minimum 48 hour shelf life from the date of delivery.

The school district reserves the right to cancel the contract for inferior or unwholesome foods or unsatisfactory service.

Each delivery will be carefully checked for quality before it is accepted.

The bid will be on the basis of a maximum percentage or dollar amount per case mark-up from the wholesale price of each unit as indicated by the vendor. In the event that a price indicated is part of a range, e.g. \$3.50 to \$3.75, the mark-up will be from the top price of the range. Vendor must retain records of said wholesale price for inspection to determine that the correct markup was applied.

The conditions of any contract resulting from this bid to the contrary notwithstanding, the Child Nutrition Services Department reserves the right to accept commodities offered to the School Meal Program by any agency of Federal, State or local government.

It is the desire of Akron Public Schools' Child Nutrition Services to source Ohio locally grown produce whenever feasible. All vendors should actively explore and provide locally grown produce when available in season. Additional allowances up to \$2 per case will be permitted for locally grown produce. This includes hydroponically grown and/or fresh produce stored for availability after peak season. Because of the availability to all vendors, preference will be given to Ohio grown whole apples.

Due to the variety of products requested and different delivery options, it is likely more than one vendor may be awarded to meet the requirements of this bid.

## **REQUIREMENTS**

All items furnished under this bid must meet or exceed specifications written. Failure to meet specifications may negate bid.

Child Nutrition Services reserves the right to reject any product deemed damaged. Any product deemed damaged will be returned for replacement or full credit. Corrective action must be timely or contract may be terminated.

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.

**ITEMS, QUANTITIES, UNIT PRICES, AND EXTENDED AMOUNTS, MUST BE SHOWN ON EACH INVOICE.** Unless otherwise requested, invoices for delivery on separable purchases will be accumulated and paid approximately every two weeks. Failure to provide/send invoice and/or statement in a timely manner may result in delay of payment promptly.

AKRON PUBLIC SCHOOLS  
CHILD NUTRITION SERVICES  
550 EAST NORTH STREET  
AKRON, OH 44304

BID DUE DATE: MAY 17, 2023 - 11:00 A.M.  
(Local Time)

**QUOTATION**  
**FRESH PRODUCE**

Bid must contain listing of variety of produce, ordering size/packing, and Vendor SKU. Note Ohio locally grown produce where applicable.

All fruits and vegetables: best commercial Grade, or Grade as requested.

The contract may be awarded as a whole or part and the bid submitted will cover all fresh fruit and vegetables ordered from the vendor by the Child Nutrition Services Department for the duration of the contract.

**DURATION OF CONTRACT**

The duration of this contract is for July 1, 2023 to June 30, 2024 with the option of renewals for a second year covering July 1, 2024 to June 30, 2025, and for a third year covering July 1, 2025 – June 30, 2026 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 renewal year options begins, stating the actual percentage of increase/decrease for the Coordinator of Child Nutrition Services ' approval. The optional periods shall be based upon mutual agreement between the Akron Board of Education, Child Nutrition Services, and the VENDOR.

**PLEASE CHECK ALL THAT APPLY:**

**PRODUCE QUOTATION COVERS:**

\_\_\_\_\_ FRESH

\_\_\_\_\_ VACUUM

\_\_\_\_\_ I/W, CUT, READY TO EAT

**DELIVERY INCLUDES:**

\_\_\_\_\_ CENTRAL DISTRIBUTION (TUES AND/OR FRI)

\_\_\_\_\_ 19 SCHOOL SITES (ATTACHMENT A) TWICE WEEKLY



**QUOTATION:**

July 1, 2023 - June 30, 2024 markup (percentage or dollar amount per case): \_\_\_\_\_

July 1, 2024 - June 30, 2025 markup (percentage or dollar amount per case): \_\_\_\_\_

July 1, 2025 - June 30, 2026 markup (percentage or dollar amount per case): \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**RETURN BIDS TO: Akron Public Schools, Child Nutrition Services, 550 East North Street, Akron, OH 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 PUBLIC SCHOOLS  
CHILD NUTRITION SERVICES**

**VEGETABLE AND FRUIT DESCRIPTIONS**

The following is a partial list of specifications of standard items frequently ordered by the Child Nutrition Services Department. However, the contract is to cover all fresh fruits and vegetables ordered by the Child Nutrition Services Department for the duration of the contract. Fruits and vegetables which are not herein described are to be the best Commercial Grade in season, unless otherwise indicated. Vendor to provide listing with bid response.

All produce delivered must conform to the following specifications:

APPLES, WHOLE, Ohio grown preferred. Size and variety shall be as ordered. Usual ordering sizes are 113, 120, or 138.

APPLES, FRESH SLICED, Individual portion bags of cleaned, cut apples. Usual case size is 100 count/2 oz. bag.

BANANAS, Color, ripeness, and size shall be as ordered.

BROCCOLI, U.S. Fancy Grade, No. 1, or No. 2. Fresh and/or vacuum packed. Vacuum packed broccoli florets.

CARROT, MINI, Washed, cleaned, baby carrots with ten (10) day shelf life. Usual order is either individual 3 oz. bags (100/3 oz.) or bulk 5# bags.

CARROT STICKS, Pre-cut and vacuum packed with ten (10) day shelf life - 3# to 5# per bag. Please specify weight per bag with bid.

CAULIFLOWER - floret, fresh, white, firm pieces - vacuum packed with a ten (10) day shelf life - 3# to 5# per bag.

CELERY STICKS, Pre-cut and vacuum packed with ten (10) day shelf life - 3# to 5# per bag. Please specify weight per bag with bid.

CLEMENTINES, Small, easy to peel. Usual order size either 15/2#/cs or 28 count per box.

CUCUMBERS, medium size approximately 6" long; U.S. No. 1 Grade – in season; off season – U.S. Fancy; good shape, shiny or waxy surface; green color; slicing type.

GRAPES, high quality, shall be fresh and well developed; mature, firm and well colored; shall be practically free of defects, such as shattered or shrivelled grapes or berries which show decay. Lunch Bunch type preferred.

HEAD LETTUCE, Best commercial grade, size shall be 12 or 24 heads per carton as specified when order is placed; dry pack unless otherwise specified.

HEAD LETTUCE, SHREDDED - Best commercial grade of head lettuce, vacuum packed with a ten (10) day shelf life – 5# per bag; four (4) bags per case.

**LEAF LETTUCE**, loose leaf – leaves are torn vs cut from the plant, resulting in extended shelf life. Triple washed, carefully selected for uniformity, and virtually 100% useable.

**ORANGES**, Size shall be as ordered; shall be Navel, Valencia or other agreed upon variety. Usual size is size 88 and 110 oranges.

**PEPPERS**, whole bell, U.S. Grade No. 1.

**POTATOES**, U.S. Grade 1A. Usual order is 100 count per case.

**TOMATOES**, best commercial grade, shall consist of tomatoes, of similar varietal characteristics which are mature, but not overripe or soft. Size shall be thirty (30) count (5 x 6).

**TOMATOES**, Fresh, grape. Usual order 12/1 pint/cs.

**TOSSED SALAD**, best commercial grade leafy greens (Head lettuce, Romaine and Romaine/dark leaf blends) with shredded carrots and red cabbage, vacuum packed with ten (10) day shelf life - 5# per bag; four (4) bags per case.

***ANY OTHER FRESH OR VACUUM PACKED FRUITS AND VEGETABLES NOT LISTED PREVIOUSLY, BEST COMMERCIAL GRADE IN SEASON, UNLESS HIGHER GRADE IS SPECIFIED.***

**INDIVIDUALLY PORTIONED, PRE-CUT, READY TO EAT FRESH FRUITS AND VEGETABLES** –Example of varieties included, but not limited to listed below. Portion sizes in 2 oz, 3 oz, and/or 4 oz. Vendor to provide complete listing of available varieties, case pack and serving sizes.

**FRUITS**

Apple Slices  
Cantaloupe  
Honey Dew  
Watermelon  
Pineapple  
Grapes  
Guava  
Mango  
Strawberries  
Mixed Berries  
Papaya  
Grape Tomatoes  
Kiwi  
Orange Slices  
Grapefruit Slices

**VEGETABLES**

Broccoli  
Cauliflower  
Carrots  
Rainbow Carrots  
Green Pepper  
Cucumbers  
Red and Yellow Peppers  
Snow Peas  
Jicama  
Yellow Squash  
Radishes  
Zucchini  
Celery

## ATTACHMENT A

Current FFVP - Akron Schools	Servings	Address
David Hill CLC	300	1060 E. Archwood Ave, Akron
Leggett CLC	300	333 E. Thornton St, Akron
Seiberling CLC	500	400 Brittain Rd, Akron
Mason CLC	300	700 E. Exchange St, Akron
Findley CLC	500	65 W. Tallmadge Ave, Akron
Schumacher CLC	500	1020 Hartford Ave., Akron
Crouse CLC	400	1000 Diagonal Rd, Akron
Helen Arnold CLC	300	450 V Odom Blvd, Akron
I Promise School	400	400 W. Market St, Akron
Pfeiffer	200	2081 9th St SW, Akron
Forest Hill CLC	300	850 Damon St, Akron
Glover CLC	300	935 Hammel St, Akron
Robinson CLC	200	1156 4th Ave, Akron
Harris Jackson CLC	450	1085 Clifton St, Akron
Harris Jackson/Essex Annex	100	1160 Winhurst Dr, Akron
McEbright CLC	200	349 Cole Ave, Akron
Sam Salem CLC	200	1222 W. Waterloo Rd, Akron
Resnik CLC	300	65 N. Meadowcroft Dr, Akron
Portage Path CLC	250	55 S. Portage Path, Akron
<b>Total</b>	<b>6000</b>	



## 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