SUBJECT: Community-Based Afterschool Meals Program - Rebid

BID#: SC-0345-20 **OPEN DATE: 3/25/20**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: Date of award through September 30, 2020 with two (2) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: All or None to the lowest responsive, responsible bidder

NUMBER OF BIDS INVITED: 2 **NUMBER RECEIVED** 1 **OTHER** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to the lowest responsive, responsible bidder, Compass Group USA, Inc. by and through its Canteen Division. Period of service is from date of award through September 30, 2020 with two (2) one (1) year renewal options. Total expenditure amount not to exceed $890,857.80.

Funding Source: 10902.181305.534210.008929.00000000.00000.0000000 - To be executed by formal contract through the Office of General Council

Attachments: Recommendation Memo, Tabulation and Terms and Conditions

Analyst: _____
Annette Burney

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Tyrica Young, Director, Out of School Time Grants, Kids Hope Alliance

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

KIDS HOPE ALLIANCE
The Jacksonville Partnership for Children, Youth & Families

MEMORANDUM

TO: Gregory Pease, Chief of Procurement

FROM: Michael Weinstein, Acting Chief Executive Officer (CEO)
Kids Hope Alliance (KHA)

Saralyn Grass, Chief Programs Officers, CPO
Kids Hope Alliance (KHA)

Tyrica Young, Director of Out of School Time Grants
Kids Hope Alliance (KHA)

Joyce Watson, Director, Administration
Kids Hope Alliance (KHA)

SUBJECT: Award Recommendation for Community Based Afterschool Meals Program (Bid No: SC-0345-20)

DATE: May 20, 2020

Kids Hope Alliance (KHA), a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, and successor interest to the Jacksonville Children's Commission pursuant to City of Jacksonville Ordinance 2017-563-E (the "KHA") respectfully recommends awarding Compass USA Group, Inc. dba Canteen in response to Bid No: SC-0345-20.

KHA would like to enter into a contract with Compass USA, Inc. dba Canteen for Community-Based Afterschool Meals Program (Bid No: SC-0345-20). Compass USA, Inc. dba Canteen is an approved vendor by the City of Jacksonville.

Cc: Annette Leslie-Burney, Buyer

BID TABULATION SHEET

TITLE: Community-Based Afterschool Meals Program - Rebid BID NO.: SC-0345-20 OPEN DATE: 3/25/20 ANALYST: Annette Burney No. Invited: (2) No. Received (1) No Bids: (0) Recorded By: Renata Barnett Announcer: John Hernandez				Compass Group USA, Inc. (Canteen Division)					
	ITEM	Est. # of Meal/Day	Est. # of Serving/D	UNIT PER/MEAL	TOTAL PRICE	UNIT PER/MEAL	TOTAL PRICE	UNIT PER/MEAL	TOTAL PRICE
2	Supper (Ages 6-18)	1103	180	$ 2.73	$ 542,014.20	$	$	$	$
4	Evening Snack (Ages 6-18)	1318	180	$ 1.28	$ 303,667.20	$	$	$	$
4	Boxed Lunches (Ages 6-18)	89	180	$ 2.82	$ 45,176.40	$	$	$	$
			GRAND TOTAL:	$	890,857.80	$		$	
			TERMS/DELIVERY:	N/S					
			BID SECURITY:	✓					
			CONFLICT OF INTEREST	✓					
			ADDENDUM(2)	✓					

Fund Title	Line Item / Account Title	Fund	Center	Account	Project *	Activity	Interfund	Future	Indexcode	Subobject	Project	Prt-Dtl	Grant	Grt-Dtl
Kids Hope Alliance Grant	After-School Teamup Food Contract	10902	181306	534210	006829	00000000	00000	0000000	JCPS192MS	03421			JCP018	20

TERMS AND CONDITIONS

1. SCOPE

Kids Hope Alliance of the City of Jacksonville, Florida is currently accepting bids to obtain a source of supply for the services outlined in the bid documents. The purpose of this bid invitation is to obtain information about your firm and its ability to provide the service and to obtain pricing commitments to operate a Community-Based Afterschool Meals Program per the attached specifications.

2. AWARD

Award will be **ALL OR NONE to the lowest responsive, responsible bidder**. Bidders must bid on all items in a group to be considered for award. ALL awards are subject to the availability of funds.

3. TERM OF AGREEMENT

The term of this agreement is **date of award through September 30, 2020 with two (2) one (1) year renewal options.** Renewal options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and conditions set forth in the bid documents.

4. PRE-BID CONFERENCE

A pre-bid meeting has been scheduled for **Monday, March 16, 2020 at 10:00 a.m.** in the Procurement Division Conference Room 853, 214 N. Hogan St., Jacksonville, FL 32202.

5. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The City reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

6. QUANTITIES

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period.

The City of Jacksonville reserves the right to add or delete items as necessary during the contract period.

7. PRICES

All unit prices shall include freight, delivery and handling charges to the delivery locations as outlined in the bid documents.

8. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry-wide increase. The City reserves the right to decline any price increase request.

9. DELIVERY

Delivery shall be made in accordance with the specifications. A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, and unit of measure.

10. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

11. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide items(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

12. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlines in the specifications supersede this section.

13. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

14. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include the purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

15. INSURANCE / INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. **A copy of the insurance certificate must be submitted within ten (10) days of award notice.** Bid number should be listed on the insurance certificate.

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SPECIFICATIONS

COMMUNITY-BASED AFTERSCHOOL MEALS PROGRAM

SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is for City of Jacksonville/Kids Hope Alliance to obtain competitive prices for catered meal services for children participating in the Child Care Food Program (CCFP).

1.2 Scope of Services

The scope of services for this solicitation is to provide meals to the site(s) identified in the Delivery Schedule as **Attachment C** in this ITB. Meals will be delivered as scheduled in accordance with all quote specifications and Attachments regarding this solicitation.

1.3 Definitions

1. Bid: An offer to perform catering service in accordance with the specifications and conditions of the governing contract for a set, stated price.

2. Bulk Food (Bulk): Ready-to-eat, self-dispending foods.

3. Caterer: A person or business entity that is willing and able to sell prepared meals, food related supplies, and services to CCFP participating Institutions or Facilities.

4. Child Care Food Programs (CCFP): The portion of the Child and Adult Care Food Program enacted in Section 17 of the National School Lunch Act authorizing assistance to states through grants-in-aid and other means to initiate, maintain, and expand non-profit food service programs for children in nonresidential institutions that provide care. The CCFP is intended to enable such institutions to integrate a nutritious food service with organized care services for enrolled participants. Reimbursement payments for allowable costs are made under the CCFP by the state to the Institution that in turn is required to pay for meals received.

5. Cycle Menu: A standard list of food items organized into daily meals meeting the USDA meal pattern. Cycle menus are provided in specific sequence and arrangement to vary the diet of CCFP participants and remain in compliance with the USDA meal pattern standards.

6. Facility: A sponsored child care center.

7. Federal Agency: An agency as defined at 5 U.S.C. §551(1), and further clarified by 5 U.S.C. §552(f) to include military departments.

8. Food and Nutrition Service (FNS): An office within the USDA that is responsible for national implementation and oversight of the CCFP.

9. Food Service Establishment: The licensed or permitted location where food is prepared prior to being delivered to the Institution or Facility.

10. High Priority, Critical Violations, or Risk Factors: Food safety violations that could pose a direct or significant threat to public health, safety, or welfare, such as foodborne illness. Such food safety violations will be calculated across food service establishment owned and operated by the same Caterer if more than one food service establishment is used to fulfill any part of the contracted meals.

11. Highly Susceptible Population: As defined in the FDA Food Code and adopted by reference in Florida Administrative Code Rule 61C-1.001, means persons who are more likely than other people in the general population to experience foodborne disease because they are preschool age children and obtaining food at a facility that provides services, such as child day care center.

12. Institution: A sponsoring organization, child care center, at-risk afterschool care center, outside-school hours care center, or emergency shelter, which enters into an agreement with the Department to assume final administrative and financial responsibility for Program operations.

13. Meals: Meal types (breakfast, lunch, snack, or supper) delivered and served to enrolled participants at an Institution or Facility that meets the meal pattern and nutritional requirements set forth in this ITB.

14. Milk: Pasteurized fluid types of unflavored or flavored whole milk, lowfat milk, fat-free milk, or cultured buttermilk that meet state and local standards for such milk. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and be consistent with state and local standards for such milk.

15. Permitting Authority: The state agency responsible for licensing and regulating the food service establishment, including the Florida Department of Business and Professional Regulation, the Florida Department of Agriculture and Consumer Services, and the Department.
16. Potentially Hazardous Food: Any food that requires time-temperature control (refrigeration or hot holding) and contains in whole or in part: milk, milk products, eggs, meat, poultry, fish, cooked plant food (rice, beans, vegetables, or baked potatoes), tofu, other soy-protein products, mushrooms, cut melon, or cut tomatoes.
17. Snack: A meal supplement that meets the meal pattern requirements specified in 7 C.F.R. § 226.20(c) (3).
18. Unitized Food: Ready-to-eat, pre-portioned foods.
19. United States Department of Agriculture (USDA): The federal agency responsible for the administration, oversight, and fund distribution for the CCFP and the requirements of governing federal regulations.

SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

2.1 Procurement Contact

The Procurement Contact assigned to this solicitation is:
Attention: Annette Burney, Purchasing Analyst
214 N. Hogan Street
Jacksonville, FL 32202
(904) 255-8810
Email: aburney@coj.net

2.2 Restrictions on Communications

Caterers to this solicitation or persons acting on their behalf may not contact the Institution or Facility, between the release of the solicitation and the end of the 72-hour period following the Institution or Facility's notice of intended award concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.3 Questions

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the Procurement Analyst identified in **Section 2.1,** within the time indicated on the Bid Form. Verbal questions or those submitted after the deadline stated on the Bid Form will not be addressed.
Answers to questions submitted in accordance within the allotted time will be provided in writing to all bidders.

2.4 Federal Excluded Parties List

In accordance with 2 C.F.R. § 180, 2 C.F.R. § 200.13, and Appendix 11 to 2 C.F.R. § 200 (H), a Caterer that, at the time of submitting a Bid for a new Contract or renewal of an existing Contract is in the System for Award Management (SAM), is ineligible and may not submit a Bid, enter into, or renew a Contract with an Institution or Facility for catered meal services. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded from receiving federal contracts.

SECTION 3.0 INSTRUCTIONS FOR BID SUBMITTAL

3.1 Instructions for Submittal

1. Caterers are required to complete, sign, and return the **Attachment D –Price Schedule** with the Bid submittal. **(Mandatory Requirement).**

2. Caterers must submit all mandatory documents in the formats specified in the ITB.

3. Caterers must submit two (2) original paper copies of the Bid.

4. Bids must be sent by U.S. Mail, Courier, or Hand Delivered to the location indicated in the ITB.

5. Bids submitted via electronic mail (email) or facsimile will **not be** considered.

6. Bids must be submitted in a sealed envelope or sealed package with the name of the Institution or Facility and the date and time of the Bid opening clearly marked

on the outside.

7. The Institution or Facility is not responsible for improperly marked Bids.

8. It is the Caterer's responsibility to ensure its Bid is submitted at the proper place and time.

9. The Institution's or Facility's clocks will provide the official time for Bid receipt.

10. Materials submitted will become the property of the Institution or Facility and the CCFP.

3.2 Cost of Preparation

Neither the Institution or Facility nor the CCFP is liable for any costs incurred by a Caterer in responding to this solicitation.

3.3 Public Records

The Caterer must meet all requirements for retaining public records and allowing access to the public records pursuant to Chapter 119, Florida Statues.

3.4 Price Schedule (Mandatory Requirement)

The Price Schedule is **Attachment D** of this ITB. Caterers must fill out the Price Schedule as indicated, sign it, and return it with their Bid.

3.5 Documentation

Caterers must **complete and submit** the following information or documentation as part of their Bid:

3.5.1. Minimum Qualifications

1. The Caterer's food service establishment must be licensed, permitted, and inspected as required by:
   a. Chapter 509, Florida Statutes, if the Caterer is regulated by DBPR; or
   b. Section 381.0072, Florida Statutes, if the Caterer is regulated by the Department's Bureau of Environmental Health; or
   c. Chapter 500, Florida Statutes, if the Caterer is regulated by Florida Department of Agriculture and Consumer Services.

2. This ITB will have no force or effect unless the Caterer is listed on the CCFP Caterer List, pursuant to Florida Administrative Code Rule 64F-17.004, before the specified bid opening date and time, and the Caterer maintains all permits, inspections, and licenses in good standing throughout the term of the contract. The Caterer's continued service to the Institution or Facility is subject to the Caterer maintaining its current information with the CCFP.

3. The Caterer must have a Risk Level 3 indicated on its license to be a CCFP listed caterer due to the Caterer serving a highly susceptible population, if the Caterer is licensed by the Florida Department of Business and Professional Regulation (DBPR). This Risk Level 3 will be maintained at all times during the contract term.

4. The Caterer must maintain less than a total of 12 high priority, critical violations, or risk factors identified in food service inspections during the contract period based on inspection data obtained from the permitting authority and calculated across food service establishments owned and operated by the same Caterer if more than one food service establishment is used to fulfill any part of the contracted meals.

5. At the time of contract execution or renewal, the Caterer must have less than twelve (12) high priority, critical violations, or risk factors.

6. At the time of contract execution or renewal, the Caterer will permit employees of the Institution or Facility, designated program officials of the Department, the Florida Department of Law Enforcement (FDLE) and USDA access to inspect the Caterer's preparation site prior

to the contract start date.

3.5.2. References
Caterers must provide contact information for three entities the Caterer has provided catered meal services of a similar size and nature of those requested in this solicitation. Caterers must use **Attachment F,** Reference Form of this ITB to provide the required information. The Institution or Facility reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Institution's or Facility's determination of the Caterer's responsibility. The Institution's or Facility's determination is not subject to review or challenge.

3.5.3. Conflict of Interest
Caterers must complete, sign and return with their Bid, Caterer Conflict of Interest Questionnaire, **Attachment E.**

3.6 Special Accommodations
Persons with a disability requiring special accommodations should call the Institution's or Facility's office at least five (5) business days, prior to Bid opening.

3.7 Responsive and Responsible (Mandatory Requirements)
Caterers must complete and submit the following mandatory information or documentation as part of their Bid. Any Bid which does not contain the information below will be deemed non-responsive.

- Bids must be received by the time specified (**See Bid Form**).
- Caterers must submit two (2) original paper copies of the Bid.
- **Attachment D:** Price Schedule, as specified in **Section 3.4.**
- **Attachment E:** Conflict of Interest, as specified in **Section 3.5.3**
- **Attachment F:** Reference Form, as specified in **Section 3.5.2**

3.8 Late Bids
The Procurement Division must receive Bids pursuant to this ITB no later than the date and time shown on the Bid Form. Bids that are not received by the time specified will not be considered.

3.9 Bid Bond
All Bids must be accompanied by a surety bond (i.e. Bid Bond) in the amount of **5%** of the annual Contract value. Failure of a Caterer to provide the required Bid Bond in the manner stated will cause the Bid to be considered non-responsive to this solicitation.

The Bid Bond will be returned, to all Caterers, upon conclusion of the Notice of Intent to Award, except for the successful Caterer. The Bid Bond will be returned to the successful Caterer after the Contract is executed. The cost of the Bid Bond will be borne by the Caterer.

SECTION 4.0 SPECIAL CONDITIONS

4.1 Conflict of Interest
The Caterer is prohibited from having a financial or other interest in the Institution or Facility served under this ITB. Any solicitation with a conflict will be void from its inception.

Refer to Conflict of Interest, **Section 3.5.3**

4.2 Caterer Registration
Each Caterer must be listed on the CCFP Caterer List, pursuant to Florida Administrative Code Rule 64F-17.004, before the specified bid opening date and time and prior to the contract execution. Information regarding Caterer Registration may be obtained at:

http://www.floridahealth.gov/programs-and-services/childrens-healthichild-care-food-program/Catering/index.html

4.3 Children with Disabilities

Caterers are required to provide substitute food components of the meal for children with disabilities when a disability restricts their diet. Substitutions are made on a case-by-case basis by the Institution or Facility, and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.

4.5 Performance Bond

Within ten days after notification of award, the successful Caterer must submit a performance bond in the amount of **10 %** of annual Contract value. If a successful Caterer fails to provide the required performance bond within the time designated it will forfeit its surety bond. The Institution or Facility, in its sole discretion, will withdraw the award and proceed with the next lowest responsive Caterer or re-procure. The bond must be renewed annually before the end of the Contract period and must be issued by a surety company licensed to do business in the State of Florida. The cost of the performance bond will be borne by the Caterer.

4.6 Commercial General Liability Insurance

The Caterer must secure and maintain, at its sole expense and for the duration of the contract term and any extensions or renewals, insurance policies to protect itself and indemnify, save, and hold harmless the Institution or Facility, and its officers, agents, and employees against any and all actions, suits, judgments, penalties, or costs of whatsoever kind or nature for injury to or death of any person or persons and for any loss or damage to persons or property resulting from errors, omissions, or liabilities that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the use, service, operation, or performance of work under the terms of the contract, resulting in whole or in part from the negligent acts or omissions of the Caterer, or any of the Caterer's employees, agents, or representatives.

1. The Caterer accepts full responsibility for identifying and determining the types and extent of liability insurance necessary to provide reasonable financial protections for itself, the Institution or Facility, and the clients to be served under this ITB. The limits of coverage under each policy maintained by the Caterer do not limit the Caterer's liability and obligations under this **ITB.**

2. The Caterer must deliver the written notification and a Certificate of Coverage to the Institution or Facility of insurance coverage at the time the contract or renewal is executed and within five (5) business days of any change in insurance or terms of insurance.

3. The Caterer's failure to maintain insurance coverage during the term of the contract will be grounds for the Institution or Facility to declare the Caterer in default of the contract and immediately terminate the contract for failure to perform.

4. The Caterer will defend any action or actions filed in connection with any claims or liabilities, and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

5. The Caterer must promptly pay any judgment rendered against the Institution or Facility or their officers, agents, and employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations, or activities of the Caterer herein. The Caterer agrees to save and hold the Institution or Facility and their officers, agents, and employees harmless therefrom.

6. In the event the Institution or Facility or its officers, agents, and employees is made party to any action or proceeding filed or prosecuted against the Caterer for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation, or activities of the Caterer hereunder, the Caterer agrees to pay to the Institution or Facility and its officers, agents, and employees any and all costs and expenses incurred by the Institution or Facility and its officers, agents, and employees in such action or proceeding including but not limited to, legal costs and attorneys' fees.

4.7 Performance Measures

The Caterer is liable for the work performance of the terms and conditions of the CCFP Standard Catering Contract.

4.8 Consequences

The Institution or Facility will have the right to terminate the contract or renewal if the Caterer fails to comply with the contract's requirements.

4.9 Standard Catering Contract

Caterers must become familiar with the CCFP Standard Catering Contract which contains terms and conditions mandated by federal laws, state statutes, and administrative code rules.

Use of the Standard Catering Contract is mandatory for CCFP catering contracts and the terms and conditions contained in the Standard Contract are non-negotiable. The Standard Catering Contract terms and conditions are located at: http://www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/Catering/index.html

4.10 Conflict of Law and Controlling Provisions

Any Contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of the State of Florida.

4.11 Agency Inspectors General

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes.

4.12 Records and Documentation

The books and records of the Caterer pertaining to the Institution or Facility's food service operation will be available for inspection and audit by representatives of the Department, of USDA, and of the U.S. General Accounting Office at any reasonable time and place, for a period of three years from the date of receipt of final payment under the contract, or in cases where an audit requested by the Department or USDA remains unresolved, until such time as the audit is resolved.

The Caterer will maintain such records (supported by invoices, receipts, or other evidence) as the Institution or Facility will need to meet its responsibilities under 7 C.F.R. § 226.6(i), and will promptly submit invoices and delivery reports to the Institution or Facility at least monthly, as specified in 7 C.F.R. § 226.6(i)(2). The records that the Caterer will maintain include, but are not limited to:

a. Purchase orders, invoices from food distributors, and production records;
b. Delivery records and meal change form confirmations;
c. Temperature logs for storage, cooking and holding of potentially hazardous foods, and transportation to the Institution or Facility;
d. Invoices to the Institution or Facility;
e. Notices of non-payment;
f. Records necessary to comply with federal and state laws and regulations;
g. All state and federal tax records associated with this contract; and
h. The contract, all addendums, and amendments.

4.13 Protests

Disputes or protests under this ITB will be resolved through mutually agreed mediation. Regardless of resolution, costs or expenses for which the Institution or Facility subsequently accepts or is assigned liability will not be paid from CCFP reimbursement funds, unless those costs or expenses have been previously approved by the CCFP.