CBS Food Program
Invitation for Bid

CBS Food Program is issuing the following Invitation for Bid and contract for dairy, dry goods, frozen, meat, produce, snacks, baby food, and bakery products, and other similar goods, for use in its service to schools, daycares, after school programs, adult day cares, and summer food programs for the year running **October 1st, 2026, through September 30th, 2027.**

Contact:

Derek Nitzky

Phone: 215-938-0201 x 115

CBS Food Program Distribution Center
85 Tomlinson Rd, Unit D
Huntingdon Valley PA 19006

BIDS DUE
9/4/2026 | 5:00pm

Winning Bids Announced
On or before 09/18/2026

Bids are Due by: **Friday, September 4th, 2026 | 5:00pm**

1. Introduction

CBS Food Program exists to provide excellent, nutritious and dependable food to the children of Greater Philadelphia, so each child has a sturdy foundation to learn, grow, and thrive. CBS Food Program services day cares, schools, after school programs, summer camps and other non-profit organizations throughout the region, delivering fresh and delicious meals and snacks at low, or no cost.

CBS accomplishes its mission through the administration of CACFP and SFSP. As such, CBS Food Program is governed by, among other things, the Federal Procurement Standards. Moreover, CBS is subject to audits and reviews by PDE in order to ensure compliance with Child Nutrition Program requirements. Through its administration of CACFP and SFSP, CBS provides meals to thousands of children & seniors every day throughout the year.

2. Statement of Work

The purpose of this IFB is to acquire Food Products for use in the Child Nutrition Programs in a manner that encourages open and free competition. CBS Food Program is looking to obtain the highest quality Food Products at the lowest cost. CBS Food Program will be distributing solicitation documents to any Vendor that is interested in participating. CBS Food Program may issue Awards to Bids from multiple Vendors across all Food Products. Multiple Vendor Bids may receive an Award for the same Line-Item Product. Awards will constitute a one-year fixed price contract with CBS Food Program, subject to the terms and conditions more particularly described in this IFB. The contract will have a term starting on **October 1, 2026, and ending on September 30, 2027** (the "**Term**").

3. Bid Submission

3a. Bid Submissions

Bidders shall submit their completed Bid no later than 5:00pm Friday, September 4, 2026 ("**Bid Submission Date**").

A completed Bid shall include the following:

- Attachment A: Completed Food Products Pricing Form
- Attachment B: Bid Questionnaire
- Attachment C: Signatory Authority Form
- Attachment D: Certificate Regarding Lobbying (applicable to all contracts >$100,000)
- Attachment E: Non-Collusion Affidavit

Bids received after the Bid Submission Date will be considered non-responsive and shall be rejected.

Completed Bids shall be submitted to the Procurement Portal

Bidders may, upon written notice, withdraw previously submitted Bids prior to Bid Submission Date. Bidders will be responsible for any and all costs associated with the completion and submission of a Bid in response to this IFB.

3b Complete Bid Package shall include:

(1). Food Products Pricing Form

Bidders must complete a Food Products Pricing Form attached hereto and made a part hereof as **Attachment A**. Bidders shall provide price quotes for each Line-Item Product. Bidders must provide the Unit Price as detailed on the Food Products Pricing Form. By way of example only, if a Bidder is submitting a bid on a Line-Item Product that calls for a Unit of CASE and a Quantity Per Unit of 6, the Bidder shall

submit the price for a case of 6. Any modifications related to the unit size may result in a delay in provision of Awards.

CBS Food Program highly recommends that each Bidder provide a price quote to as many Line-Item Products as possible.

All quantities are estimates and do not constitute a commitment of purchasing volume by CBS Food Program. By bidding on a Line-Item Product, the Bidder stipulates that such products are in stock and available for delivery after an order is placed. If a product being bid on is not readily available or requires additional lead time after an order is placed, then it should be indicated as such, on the line item notes section of the Procurement Portal.

Any brand names that appear in the Food Products Pricing Form are for reference purposes only. Bidders may offer an alternative manufacturers product. Bidder shall indicate the alternative manufacturers product in their Bid. CBS reserves its rights, in its sole discretion, to determine whether or not the offering is of equal quality.

Bidders shall provide price quotes with the understanding that CBS Food Program is exempt from all state sales tax and federal excise tax. State sales and use tax certificate of exemption forms will be issued upon request. Moreover, price quotes shall include any fuel surcharge, delivery or small-order fee, minimum order fee, or pallet or handling charge.

Bidders shall provide CN Labels, Product Formulation Statements, Nutrition Facts, and Ingredient and allergen statements within five business days of request.

(2). Kosher Indication and Preference

Bidders shall indicate each Line-Item Product that is 100% Certified Kosher. The Bidder should select the authority certifying the Kosher status. In selecting the Kosher indicator, Bidder certifies that the product is Kosher and shall, upon request, provide evidence of the Kosher Certification to the satisfaction of CBS Food Program, in its sole discretion. Line-Item Products noted as 100% Certified Kosher will receive a 10% price preference.

(3). Bid Questionnaire

Bidders shall provide responses to all questions listed in the Bid Questionnaire included in this IFB as **Attachment B**. Bidder certifies that at the time of their Bid all responses to the Bid Questionnaire are true and accurate. Failure to complete and submit the Bid Questionnaire will render a Bid, nonresponsive.

(4). Bid Submission Questions

Bidders who have questions concerning this IFB are asked to direct their questions to:

Derek Nitzky – derek@cbsfoodprogram.com

Please provide all questions by email wherever possible. Questions will be answered, and the questions and answers will be shared with all known Bidders participants on CBS Food Program Procurement Portal. If CBS receives what it perceives as a large number of questions, CBS Food Program will schedule a Bidder conference call where questions can be asked and answered in a group setting and provide written responses to all known Bidders.

Questions may be asked no later than three (3) days prior to the Bid Submission Date.

3c. Bid Protest Procedure. Bidder or prospective Bidders may submit a Bid Protest *provided* Bid Protest complies with the CBS Food Program's Bid Protest Procedure attached hereto as **Exhibit 1**.

4. Bid Evaluation

4a. Bid Opening and Award Date. All Bids shall be opened by CBS Food Program's Procurement Committee on Tuesday, September 8, 2026, at 9:00am EST. CBS Food Program's Procurement Committee shall review each Bid at its Headquarters and will notify each Vendor of their Award on September 18, 2026 (the "**Award Date**").

4b. Award Criteria. Awards will be issued to the lowest responsive and responsible Bidder price per Line-Item Product.

4c. Kosher Preference. Each Line-Item Product that a Vender certifies 100% Kosher shall be evaluated at a price equal to 90% of the quoted price. Vendor shall produce Kosher Certification prior to first delivery, and failure to provide Kosher Certification shall void the Award for that Line-Item Product. Certain Line-Item Products require specific Kosher Certification requirements including Cholov Yisroel, Pas Yisroel, and Parve.

4d. **Taste and Sample**. CBS Food Program reserves the right to request samples of any Line-Item Products in order to ensure that the Line-Item Product as provided by the Bidder meets Quality Standards of CBS Food Program. Samples shall be provided within five (5) Business Days of request and must be identical in formulation, brand, case pack, and labeling to what would be delivered under the Award. CBS Food Program shall make quality determination against the written specification. Where CBS Food Program determines Line-Item Product does not meet quality requirement, the bid will be deemed unresponsive.

4e. **Domestic Preference.** CBS Food Program shall, to the greatest extent practicable, provide a preference to goods, products, or materials produced in the United States.

5. Award

CBS Food Program reserves the right to grant an Award to a single Vendor or to multiple Vendors. Awards shall be determined based on lowest responsive and responsible Bidder price per Line-Item Product. CBS Food Program reserves the right to reject any or all responses in whole or in part, and to waive informalities permitted by law.

Following the grant of an Award, Vendors shall execute and return an Agreement to Terms within ten (10) business days of the Award Date. The Agreement to Terms shall indicate that both CBS Food Program and the Vendor intend to be bound by the terms and conditions herein in connection with the Award.

6. Term

The Term of the Award shall commence on October 1, 2026, and continue thereafter for a period of one (1) year, ending on September 30, 2027, unless otherwise terminated pursuant to Section 12 below. Term may be renewed for an additional one (1) year ("**Additional Term**") by written agreement of CBS Food Program and Vendor on or before 5:00pm, July 31, 2027.

7. Price

CBS Food Program shall remit, and Vendor shall accept as payment, the Price Quote identified for each Line-Item Product contained in such Vendor's Award. The Price Quote shall not be subject to Escalation or De-escalation within the first one-hundred eighty (180) days of the Term (the "**Set Price Period**"). Vendor and CBS Food Program may agree to change Price Quote in accordance with Section 8.

8. Price Adjustments

(a) *Special Pricing*. Vendor will allow CBS Food Program to take advantage of any "special pricing" options including but not limited to early pay discounts, rebates, bulk order pricing or priority purchaser pricing.

(b) *Escalation and De-Escalation*. Following the Set Price Period, Vendor or CBS Food Program may request Price Quote Escalation or De-Escalation ("Escalation Request" or "De-Escalation Request", as the case may be). The amount of any Escalation or De-Escalation must be made according to the Consumer Price Index for All Urban Consumers Series Title: Food in Philadelphia-Camden-Wilmington, PA-NJ-DE-MD, all urban consumers, not seasonally adjusted ("CPI-U"). Escalation may not exceed 5% of the Price Quote. Vendors shall provide relevant industry information supporting an Escalation Request or De-Escalation Request by either party. No Escalation or De-Escalation shall take effect without written consent by both Vendor and CBS Food Program. CBS Food Program shall have the right to solicit additional bids for any Line-Item Product identified in an Escalation Request.

9. Delivery

CBS Food Program and Vendor shall agree on a Delivery Date at the time of each Order. Unless otherwise agreed to in writing, Vendors shall make all deliveries to CBS Food Program Distribution Center on the Delivery Date between **7:00 AM & 2:00 PM.** Timely delivery of all Food Products is paramount to CBS Food Program's ability to administer the Child Nutrition Programs. The Vendors acknowledge that failure to deliver any Food Products in accordance with this section may result in financial harm to CBS Food Program including overtime wages, cost of replacement Food Products, missed reimbursable meal revenue as defined in the Child Nutrition Programs.

10. Payment

(a) CBS Food Program shall remit payment in the amount of the Award for each Line-Item Product delivered by Vendor within 45 days of successful delivery.
(b) Vendor shall provide CBS Food Program with an invoice for every delivery. Each invoice shall include, an individual line for each Line-Item Product delivered, Award unit price per Line-Item Product, and quantity of Line-Item Product delivered. CBS Food Program reserves the right to withhold payment on any line invoiced above the awarded price pending correction, the right to a credit for overcharges identified after payment of any invoice, and the right to examine Vendor's records supporting invoiced prices.
(c) Vendor will accept payment in the form of Credit Card, Check, ACH Payment, or payment through Vendor provided online portal system.

11. Default

The occurrence of any one or more of the following shall constitute an event of default ("Default") under this Agreement:

(a) Payment is not made for satisfactorily delivered Line-Item Products.
(b) Line-Item Products fail to meet Quality Standards.
(c) Vendor fails to deliver any Line-Item Product on the previously stated Delivery Date
(d) Failure of any certification, attestation, representation or warranty made herein.

12. Termination

(a) *Mutual.* The Award will terminate at the end of the Term unless renewed by mutual agreement on or before July 31, 2027. Either Party may, after providing sixty (60) days' written notice, terminate the Award.

(b) *By CBS Food Program*. CBS Food Program may terminate the Award in whole or in part upon the occurrence of a whole or partial Default *provided* CBS Food Program gives Vendor written notice of the Default specifying the nature of the default and a reasonable opportunity to cure. CBS Food Program retains the right to terminate any Award, in whole or in part, for convenience.

(c) *By Vendor*. Vendor may terminate the Award in whole or in part upon the occurrence of whole or partial Default *provided* Vendor shall provide CBS Food Program written notice of the Default specifying the nature of the default and a reasonable opportunity to cure.

13. Alternatives, Substitutions, and Recalls

(a) *Alternatives*. CBS Food Program may seek to procure Food Products not previously listed in the Food Products Pricing Form. Vendors shall have the right to bid for any alternative product in connection with CBS Food Program procurement efforts.

(b) *Substitutions*. Vendor shall provide the Awarded Line-Item Product. Vendor may substitute the Awarded Line-Item Product when the Vendor is unable to deliver the Awarded Line-Item Product. Any substitute product must (1) be of equal or great quality as determined by CBS Food Program in its sole discretion, and (2) be of equal or lesser cost to CBS Food Program, of the Awarded Line-Item Product. Vendor shall provide CBS Food Program with written notice of any change to formulation, brand, pack size, portion weight or crediting of Awarded Line-Item Product, no more than 30 days following such change.

(c) *Recalls*. In the event Vendor receives information that any product should be recalled for any reason, Vendor shall provide CBS Food Program with (1) telephone notice (i) within two (2) hours of a Class 1 recall, or (ii) within 24 hours of a Class II recall, and (2) written notice identifying (i) affected lot codes, (ii) production dates, and the quantities and dates shipped to CBS Food Program, (iii) hold, return, or destruction instructions, and (iv) full credit or replacement within three (3) Business Days. Vendor shall be responsible for the full cost of return freight and disposal costs.

14. Affirmative Covenants of Vendor

Vendor agrees that from submission of their Bid through the end of the Term, Vendor shall:

(a) Acquire and maintain any necessary professional certifications, licenses, and other approvals required to produce and deliver Food Products. Vendor is qualified and capable of meeting all the necessary requirements of this IFB.

(b) Maintain policies and procedures in place to reduce the risk of food borne illness from its vendor community as well as within its control and handling of food products through delivery to CBS Food Program Distribution Center. Vendor shall provide CBS Food Program with a copy of its HACCP Food Safety Plan, current GFSI-benchmarked certification, or documented equivalent for the facility from which CBS Food Program is served, and a most recent audit score.

(c) Provide a representative employed by the Vendor, intimately familiar with Vendors capabilities to meet the terms of this agreement and is familiar with the goals and objectives of CBS Food Program, assigned specifically to CBS Food Program, to whom CBS Food Program may direct any

questions pertaining to ordering, product research and availability, product information such as Safety Data Sheets, CN Labels, Formulation Statements, etc.

(d) Retain all books, records, and other documents related to this agreement for three years after final payment. Vendor shall make all books, records and other documents available for review and examination by CBS Food Program, State Auditors, United States Department of Agriculture, or their authorized agents, for three years after final payment.

(e) Maintain insurance as required by Section 18 of this IFB and shall provide notice of any lapse or termination of coverage as soon as commercially reasonable.

(f) Be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Vendor of this Award has been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Award is valid obligation of such Vendor, enforceable against Vendor in accordance with its terms.

(g) Comply with Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

(h) Not be debarred, suspended, or otherwise excluded from participating in Federal awards in accordance with relevant federal regulation including, but not limited to, (a) Debarment and Suspension (Executive Orders 12549 and 12689), see 2 CFR 180.220, and (b) the System for Award Management (SAM) exclusion list.

(i) Refrain from obligating or expending funds to procure, obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as described in Public Law 115-232, sect. 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

15. Assignment

Vendor shall not assign or transfer an Award, or any rights or obligations herein, in whole or in part, including but not limited to the obligation of the Vendor to directly perform the work herein through its employees, without prior written approval from CBS Food Program.

16. Contracting with Small, Minority, Woman Owned Business

CBS Food Program adheres to the Federal Procurement Standards including those regulations pertaining to contracting with small and minority business by following the steps more particularly described below:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprise;

(e) Using the services and assistance, as appropriate of such organizations as the Small Business Administration and Minority Businesses Development Agency of the Department of Commerce; and
(f) Requiring the prime contractor, if subcontracts are allowed to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

17. Conflicts of Interest

(a) CBS Food Program, its employees and agents, comply with all internal policies related to Conflict of Interest and take every commercially reasonable action necessary to ensure CBS Food Program, its employees and agents shall remain in compliance with any regulations specifically described in 2CFR200.318(c)(1) with regard to conflicts of interest.
(b) Vendor, its employees and agents, shall not offer gifts, travel, entertainment, or other incentives to any CBS employee or agent involved in procurement, and shall disclose any financial interest or relationship that could constitute a conflict of interest.

18. Insurance

Vendor shall maintain all necessary insurance, for the necessary amounts, and for the entire Term of the contract. Vendor's required insurance coverage is as follows:

(a) Professional liability insurance coverage with minimum limits of $1,000,000.00. CBS Food Program shall be named as an additional insured by endorsement.
(b) Motor Vehicle Insurance in an amount of not less than $1,000,000 for public liability and $1,000,000 for property damage. The Motor Vehicle Insurance shall include commercial automobile insurance that provides coverage for all Vendor's vehicles including vehicles that are owned by Vendor, leased by Vendor, not owned or leased by Vendor but contract or hired for the purpose of delivering Food Products. Motor Vehicle Insurance policies shall include coverage for loading and unloading, and shall contain coverage for the operation of mobile equipment and mechanical devices that are attached to vehicles.
(c) Where any insurance policy obtained, owned or held by Vendor in connection with this IFB that are "claims made" policies, in the event at any time any such policies are cancelled or not renewed, the Vendor shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of this IFB and which provide for retroactive coverage to the date of cancellation or nonrenewal of any prior insurance policy to fill any gaps in insurance coverage which may exist due to the cancellation or non-renewal of the prior "claims made" policy(ies). With respect to all "claims made" policies, which are renewed, the Vendor shall provide coverage retroactive to the date of commencement of work under the Award. Any substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the end of the Term.
(d) The Vendor shall purchase and maintain proper Workmen's Compensation Insurance for all the employees employed by Vendor throughout the Term. Such Workers' Compensation Insurance shall provide limits not less than that which is required by Pennsylvania Statute and Employers Liability Limits and not less than $100,000 for each Accident, $100,000 for disease of each Employee and a $500,000 Disease Policy Limit.

The Vendor shall provide a certificate of insurance attesting to the above coverage and naming CBS Food Program as additional insured before September 30, 2026. The Vendor further certifies that it shall

continuously maintain such insurance for the duration of this contract. Vendor shall notify CBS in writing of any changes to insurance coverage within 30 days. Such notice shall be evidenced by new certification of coverage.

19. Non- disclosure of Confidential Information

During the performance of the contract certain technical and cost information will be disclosed by one party ("***Disclosing Party***") to the other party ("***Receiving Party***") and will be deemed proprietary and confidential unless otherwise indicated below ("***Confidential Information***"). The Receiving Party will use not less than the same efforts to prevent the disclosure of Confidential Information received hereunder as it used to protect its own Confidential Information, in no event, however, will less than a reasonable degree of care be used. Confidential Information shall not include information that is:

(a) independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party;
(b) Obtained from a third party who to the knowledge of the Receiving Party, received the Confidential Information without any restriction on its further disclosure;
(c) Publicly known through no breach of this IFB;
(d) Disclosed by the Disclosing Party to a third party without restriction; or
(e) Obligated to be disclosed pursuant to applicable law, regulation or legal process, provided that the Receiving Party shall give the Disclosing Party advance notice and will provide reasonable assistance at the Disclosing Party's expense in contesting such legal process if requested by the Disclosing Party.

This non-disclosure of confidential information provision shall survive termination of the contract for a period of three (3) years.

20. Non-solicitation

Vendor shall not provide any Food Product directly to any Center serviced by CBS Food Program during the Term of the Award and for one (1) year following the termination of the Award. Vendor may continue to provide to the extent any provision of the same began prior to the Term.

During the Term of the Award, including any extensions or modifications thereto the parties agree that neither shall directly or indirectly solicit for employment or, otherwise seek to induce to leave the employ of the other party any employees of the other, without the prior written agreement of the party whose employee is being considered for employment.

21. Force Majeure

Neither party will be liable for any breach or failure to perform under this agreement or any other documents incorporated by reference herein if such breach or failure to preform is due to acts beyond the reasonable control of such party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of Federal, State or local government, either in its sovereign, or contractual capacity, fire, floods, civil disobedience, strikes, lock-outs, freight embargoes, inclement weather or any other cause or condition beyond such party's reasonable control; provided, however, that the party which has been so affected will (i) promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore; and (ii) resume its performance under this agreement immediately upon the cessation of such cause(s).

22. Indemnification & Hold Harmless

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless CBS Food Program, its participating members, its and their respective successor, assigns, employees and agents from and against all claims, damages, losses, and expenses, including without limitation attorney's fees and legal costs, arising out of or resulting from the Vendor's performance of the contract, including, without limitation claims, damages, losses or expenses attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Vendor, a subcontractor, anyone directly or indirectly employed by them or for anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by CBS Food Program.

The Vendor further agrees to indemnify, defend and hold harmless CBS Food Program, its participating members, its and their respective successors, assigns, employees and agents from and against any and all claims, costs, expenses, damages, and; liabilities, including reasonable attorney's fees, arising out of (1) the negligent acts or willful misconduct of the Vendor and/or its officers, directors, employees, agents, or subcontractors; (2) any breach of the terms of the Award by the Vendor; (3) any violation of applicable local, state and/or Federal law, regulation, ordinance or requirement; or (4) any breach of any representation or warranty by the Vendor under the Award. The Vendor agrees to notify CBS Food Program by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which CBS Food Program may be entitled to indemnification under this Contract.

The Vendor further agrees to indemnify, save and hold CBS Food Program, its participating members, its and their respective successor, assigns, employees and agents harmless from and against any and all claims brought by the agents, workers, servants, or employees of the awarded vendor for any alleged negligence or condition caused or created, in whole or in part, by CBS Food Program.

The Vendor further represents and warrants that it is in compliance in all material respects with all currently applicable laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and Affordable Care Act, and is not engaged in any unfair labor practice. The Vendor shall be solely responsible, at the Vendor's sole cost and expense, for compliance with all currently applicable laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and Affordable Care Act. The awarded vendor further agrees to indemnify, save and hold CBS Food Program, its and their respective successor, assigns, employees and agents harmless from and against any and all claims brought by the agents, workers, servants, employees, or independent contractors of the awarded vendor for any violation or alleged violation of laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and the Affordable Care Act, and unfair labor practices.

The indemnification obligations under this paragraph shall not be limited in amount or type of damages, compensation or benefits payable by or for the Vendor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Nothing in this agreement shall be construed to expand the liability of CBS Food Program, its participating members, its and their respective successors, assigns, employees and agents, either in tort, contract, or otherwise, beyond the limits if liability imposed by the "Political Subdivisions Tort Claim Act" if they were along liable, see Act of Oct 5, 2980, Pub, L, No 1980-142, sec 221(i), ch. 85, subchs, A&C, 1980 pg. laws 739-5, (codified as amended 42 pg. Cons. Stat. 8501-8564 (west). Nor shall this agreement be construed to waive or reduce the immunities from civil liability granted by or enlarge the limitations on immunity imposed by said Act. This provision shall take precedence over any conflicting provision within this agreement. Further, nothing in this indemnification provision is intended to waive or extinguish the immunity protections of the district, its agents or employees as set forth in the Pennsylvania's Political Subdivision Torts Claims Act. Service Provider's indemnity obligations shall be in addition to any insurance requirements under the Award and any other indemnity obligations under the contract and shall survive the expiration or earlier termination of the Award.

23. Civil Rights Act 1964

The Vendor shall comply with the Civil Rights Act of 1964 as amended. In connection with the Vendor's performance of work under this contract, the Vendor shall not discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap. The Vendor shall also comply with other Civil Rights laws as amended including Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

24. Miscellaneous

(a) **Federal Procurement Standards**. The Award shall be governed by and construed according to Federal Procurement Standard and applicable food products purchasing and distribution. To the extent that Federal Procurement Standard does not resolve a particular issue, the laws of the Commonwealth of Pennsylvania shall apply.

(b) **No Bonding Required.** No Bid Bond or Performance Bond is required for this IFB.

(c) **Entire Agreement; Modification; Severability**. The Award is the entire contract between the parties and supersedes any and all prior oral and written agreements, commitments, understandings or communications with respect to the subject matter of the contract. The Award may not be modified except in writing and signed by a duly authorized representative of each party. If any provision of the Award is held invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of the contract nevertheless will continue in full force and effect without being impaired or invalidated in any way.

(d) **Waiver**. CBS Food Program's delay or failure to require performance by a Vendor of any term, condition or provision hereof shall not affect CBS's right to require such performance at any time thereafter; nor shall the waiver by CBS pose a breach of any provision of the contract be taken or held to be a waiver of the provision itself.

(e) **Notice**. Any and all notices required or permitted under the contract shall be addressed to the attention of: Derek Nitzky, Warehouse and Purchasing Director, and shall be deemed effective

when personally delivered, three (3) days after being sent by Certified U.S. Mail, postage pre-paid, Return Receipt Requested, when sent via electronic fax with confirmation of successful transmission, or when sent by a nationally recognized delivery service providing receipt of delivery. CBS Food Program shall provide any relevant notice to the Individuals Named on the Bid Questionnaire at the address provided therein.

(f) **Dispute Resolution**. Vendor and CBS Food Program hope to maintain mutually beneficial ongoing relationships and will take commercially reasonable efforts to resolve any disputes pertaining to this IFB and any Award issued in connection therewith. In the event, CBS Food Program and Vendor are unable to resolve any dispute, the Parties agree to mediate such dispute with a neutral mediator following generally accepted mediation practices and procedures.

(g) **Governing Laws**. The laws of the Commonwealth of Pennsylvania, and any regulations pertaining to the administration of a Child Nutrition Program, shall govern and inform any dispute or question arising from the performance of this IFB.

(h) **IFB Contract Parties**. Only CBS Food Program and the Awarded Vendor are parties to this IFB. No other party, including, but not limited to, PDE and USDA are a party, or responsible for, the Award as issued.

(i) **Right to Tour**. Vendor shall grant CBS Food Program a right to tour its facility upon no less than 48 hours, and no more than 60 days' notice.

25. Definitions

"Appropriate Temperature Range" shall mean, for frozen products, 0°F or below with no evidence of thaw or refreezing, for refrigerated products, between 33°F and 41°F, for fresh produce, commodity standard.

"Award" shall mean a Bid accepted by CBS Food Program whereby Vendor shall provide Food Products at the Price Quote provided in the Bid subject to the terms and conditions of this IFB.

"Bid" shall mean a completed offer by a Bidder to enter into a contract with CBS Food Program for the purpose of delivering Food Products to be used in CBS Food Program's Child Nutrition Programs.

"Bidder" shall mean any supplier, distributor, aggregator, or wholesaler of Food Products submitting a Bid in connection with this IFB.

"CBS Food Program" or **"CBS"** shall mean Community Benefit Solutions d/b/a CBS Food Program, a Pennsylvania nonprofit corporation, and a CACFP and SFSP sponsoring organization.

"**CBS Food Program Distribution Center"** shall mean the warehouse located at 85 Tomlinson Road, Suite D, Huntingdon Valley, PA 19006.

"CACFP" shall mean the Child and Adult Care Food Program.

"Child Nutrition Programs" shall mean both CACFP and SFSP.

"Delivery Date" means the date as determined by CBS Food Program and Vendor on which any Line-Item Product shall be at the CBS Food Program Distribution Center.

"Distributor" shall mean any entity that responds to this solicitation and if awarded, delivers food products. The term is interchangeable with "vendor", "supplier", and "contracted vendor".

"Federal Procurement Standards" shall mean those requirements more particular described in Title 2 CFR Part 200 as they relate to the procurement of goods or services required under a Federal award or subaward by Non-Federal entities.

"Food Products" shall mean any dairy, dry goods, meat, meat alternatives, fruits, vegetables, snacks, baby food, and bakery products, whether fresh or frozen, prepared or raw more particularly described in the Food Products Pricing Form.

"Food Products Pricing Form" shall mean **Attachment A** of this IFB.

"IFB" shall mean this Invitation for Bid.

"Line-Item Product" shall mean any single Food Product listed in the Food Products Pricing Form.

"PDE" shall mean the Pennsylvania Department of Education.

"Procurement Specialist" shall mean Derek Nitzky.

"**Quality Standard**" shall mean the product, as delivered, meets all six of the following requirements, (1) conforms with written specification in Attachment A, (2) credits towards CACFP and SFSP meal pattern components, (3) is produced in a USDA- or FDA-inspected facility and labeled in accordance with applicable federal requirements, including declaration of the major food allergens, (4) arrives with not less than 75% of its shelf life remaining, (5) arrives within Appropriate Temperature Range, and (6) obtains above 50% Center satisfaction on any survey of Centers to determine interest in Food Products.

"SFSP" shall mean the Summer Food Service Program or SUN Meals.

"Vendor": A contracted entity that provides food products to CBS Food Program intended for use in the Child Nutrition Programs. For the purposes of this solicitation, the term vendor, distributor, supplier, and contracted vendor are used interchangeably.

26. Check List for Submission to This Invitation for Bid

The following document submissions are required for a complete response to this solicitation.

- Completed Food Product Pricing Form (**Attachment A**)
- Completed Bid Questionnaire (**Attachment B**)
- Completed and signed authorized signatory form (**Attachment C**)
- Completed, signed and notarized Non-Collusion Affidavit (**Attachment E**)
- Applicable for all contracts >$100,000, Completed and signed Certificate Regarding Lobbying (**Attachment D**)
- Evidence supporting certifications, attestations, representations and warranties made including, but not limited to, HACCP Food Safety Plans, Kosher Certifications, Insurance Policies, etc.

Vendors may, but are not required to, submit a New Products for Review List.

ATTACHMENT C – SIGNATORY AUTHORITY FORM

Certificate of Authorization

By signing this, I certify that I am an authorized representative of the Vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon this Vendor.

Requires the signature of a duly authorized Corporate Officer, Partner or Owner. A completed form is required for contract award.

Vendor Name: _____

Name and Title of Authorized Representative: _____

Vendor Address: _____

_____

_____

Vendor Phone Number: _____

Contact Phone Number: _____

Contact email: _____

Date Response is Due: _____

Signature Date

ATTACHMENT D – CERTIFICATE 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 the 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, or 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 of Lobbying Activities," 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 sub awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name of Vendor_____

Name of Authorized Representative _____

Title of Authorized Representative _____

Signature _____ Date:_____

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to 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 of SF-LLL-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 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 Federal 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 sub award recipient. Identify the tier of the sub awardee; e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub awardee", 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 known. 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 for Bid (IFB) 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 5.

10. (a) 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.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). 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 that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check all 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 date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets, if yes.

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 existing 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 this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

ATTACHMENT E – NON-COLLUSION AFFIDAVIT

State of:_____

County of:_____

I state that I am _____ of _____
(Title) (Vendor Name)
and that I am authorized to make this Affidavit on behalf of my firm, and its owners, Directors and Officers. I am the person responsible in my firm for the price(s) and the amounts of this Bid.

I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of this advertised bid directly or indirectly to any other Bidder or to any competitor.

3. No attempt has been made or will be made by the Bidder to induce any firm or person to refrain from proposing on this contract, or to submit a Proposal higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.

4. _____, its affiliates, subsidiaries, officers,
(Vendor Name)
directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract except as follows:

_____

_____

_____

_____

_____

_____

(Attestation on following page)

I state that _____ understands
(Vendor Name)
and acknowledges that the above representations are material and important and will be relied on by CBS Food Program and its participating members in awarding the contract(s) for which this Proposal is submitted. My firm and I understand that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from CBS Food Program and its participating members of the true facts relating to the submission of Proposals for this contract.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____,20_____ _____ Notary Public _____ My Commission Expires	Signature: _____ Name: _____ Title: _____