

Ohio Department of Education
Office for Child Nutrition

NSLP VENDED MEAL INVITATION TO BID CONTRACT RENEWAL

Is this the right contract for me?

Answer the questions below. A "yes" response to the questions below indicates that this is the appropriate contract for your organization. A "no" response to any of the questions below indicates that an individual from your organization should contact your assigned education program specialist (EPS) to discuss other meal purchasing options.

Yes	No	
		I have an existing vended meal contract procured through a formal Invitation to Bid process
		I have renewed my original contract fewer than 4 times
		There have been no significant changes to my meal service (adding/removing meals, adding/removing buildings, adding/removing grade groups, etc.)
		I am satisfied with the service, quality, and price that I have received over the contract period

PROCUREMENT REGULATIONS

National School Lunch Program procurement requirements are found in 7 CFR 210.21. The summary below addresses some key points of the regulation:

- Full requirements are documented in 2 CFR 200, subpart D; 2 CFR 400; and 2 CFR 415.
- You are bound by the provisions of any contract you enter into, whether or not that contract resulted from a proper procurement process, but any costs incurred under a contract that does not meet the requirements of the regulation are unallowable costs.
- The Ohio Department of Education is not a party to any contract formed pursuant to this agreement.
- If you make any changes to this prototype document, you need to submit those changes to us for approval prior to beginning your solicitation process.
- SFAs and Vendors are required to comply with the "Buy American" provision by purchasing agricultural commodities and food products that are produced and processed in the United States.

Carefully read the attached instructions. Please contact your assigned EPS or call our office toll-free at 1-800-808-6325 if you have questions or need assistance.

Procurement resources are also available on our web site at education.ohio.gov

Ohio Department of Education - Office for Child Nutrition
National School Lunch Program

INVITATION TO BID RENEWAL CONTRACT

The Intergenerational Schools (hereinafter "SFA")
(School Food Authority)
and Thomas Lane Inc. DBA Innovation Foods (hereinafter "Vendor")
(Vended/Catered Meal Company)

mutually agree to renew the current Food Service Contract (hereinafter "Contract") that expires on: 6/30/2023
(m/d/y)
The Contract shall be renewed for a period of one year beginning on 7/1/2023 and ending on
6/30/2024, with the first day of food service being 8/1/2023. All terms and conditions of the
(m/d/y) (m/d/y)

Contract as amended herein shall remain in full force and effect for the duration of this renewal. The original Invitation to Bid Contract was first completed in program year 2021. After the original bid year, the contract can be renewed at a maximum of four one-year periods. This renewal contract is the 3rd year of renewal of the Invitation to Bid Contract.

The following school(s) will be provided food service under this contract: The Intergenerational School
Near West Intergenerational School, Lakeshore Intergenerational School

1. FINANCIAL TERMS

In general, price increases should not exceed the Consumer Price Index for all Urban Consumers (CPI-U), U.S. base, for food away from home, as computed and published by the U.S. Department of Labor, for the most recent twelve-month period for which CPI data are available.

For the chart below, insert the Unit Price for each Meal Type Vended:

	PREVIOUS CONTRACT		RENEWAL CONTRACT	
	PARTICIPANTS	ADULTS (program staff)	PARTICIPANTS	ADULTS (program staff)
Breakfast	\$ <u>2.20</u>	\$ _____	\$ <u>2.31</u>	\$ _____
Lunch	\$ <u>4.17</u>	\$ _____	\$ <u>4.34</u>	\$ _____
After School Snack	\$ _____	\$ _____	\$ _____	\$ _____
Extra Milk	\$ _____	\$ _____	\$ _____	\$ _____

Please indicate the basis for any price increases indicated above: Standard increase of cost of goods

No increases in price of this renewal contract will be considered until 12 months after the effective beginning date as listed in item B above. Subsequent increases or decrease in price shall be determined by and/or allowed (list conditions): _____

2. ATTACHMENTS

The Vendor must submit the following attachments with this Renewal Contract:

- a. Copy of Vendor's current food service license
- b. Copy of Vendor's Food Safety Registration
- c. Current certification of Federal or State meat inspection or letter of exemption

3. APPROVAL

This Renewal Contract is subject to approval by the Ohio Department of Education, Office for Child Nutrition, National School Lunch Program:

4. NONDISCRIMINATION

The vendor is advised that a complaint can be filed with USDA if he or she believes there was discrimination by the State or institution in the contracting process. The U.S Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status; familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).
USDA is an equal opportunity provider.

5. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements.

SFA

Signature of Authorized Representative

Print Name of Authorized Representative

Title

Date

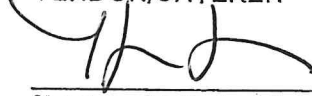
Address

City, State, Zip

Telephone

Fax

VENDOR/CATERER



Signature of Authorized Representative

Thomas Lane

Print Name of Authorized Representative

President

Title

4/24/23

Date

1550 Enterprise Pkwy

Address

Twinsburg, OH 44087

City, State, Zip

330-425-7979

Telephone

Fax

NOTE: A. Submit to parties involved accordingly:
1.) Original to be kept by SFA
2.) One copy to Vendor/Caterer

B. Renewal Contract is to be kept on file with the full Invitation to Bid Contract

Memo of Understanding between Innovation Food Service (IFS) and The Intergenerational Schools

To: The Intergenerational Schools

From: Innovation Food Service

Date: 4/25/2023

Scope of Work: IFS will provide breakfast and lunch daily to The Intergenerational Schools. IFS will also supply staffing to distribute breakfast, as well as heat and serve lunch. Breakfast will be delivered cold and in bulk. Lunch will be delivered cold and unitized, to be heated on site.

Pricing & Meal Volume:

- Price: Breakfast - \$2.31, Lunch - \$4.34
- Volume: 300 breakfast, 425 lunch

Delivery:

- Will provide fresh, nutritious meals that are inspected by ODA.
- Will set up a two-hour delivery window. IFS will attempt to coordinate deliveries at a convenient time for the school.
- A signature is required with each delivery acknowledging that everything has been accounted for.
- Once food is checked in, it is considered billable product.
- Menus are subject to change due to availability.
- Schools/delivery locations are required to provide plowed dock space and shoveled walkways for all deliveries. Failure to provide safe delivery access may result in delayed or cancelled deliveries.
- Orders undelivered for hazardous conditions will still be charged.
- During extended school closures, access to the school may be required to make a delivery. In the event access is not granted, an extra delivery charge of \$250 may be applied.

Equipment:

- Any equipment supplied by IFS will be repaired by IFS and is provided for the exclusive use of IFS.
- The cost for repair/replacement of vandalized/stolen equipment or supplies will be billed to the school.

Ordering:

- **14-day notice is required for field trip meals.** Orders should be emailed to tburton@ifsmeals.com with the words FIELD TRIP in the subject line. Field trip numbers should also be included in the weekly order.
- Meal counts are due by Tuesday at 3 PM for the following week's deliveries. Changes in the meal count are permitted up to 48 hours before delivery.
- Orders must be emailed to tburton@ifsmeals.com with the word ORDER in the subject line.
- All communications should include the name of the school/site in the subject line.
- IFS reserves the right to charge an additional amount for any special meal requests.


Accounting:

- **IFS must have a signed copy of contract on file before services start.**
- Billing will be submitted monthly, Net 30.
- Overdue invoices may be subject to a \$100 late fee and 2% interest until paid in full.
- Meal prices are subject to change if there is a 10% or more change in meal counts.
- Meal prices are subject to change if more than 5 school day cancellations occur.

- Supplies and products ordered for IFS related meal service should only be used for that purpose.
- Any special requests must be submitted to IFS prior to use and will be billed separately.
- If an unforeseen closure due to an act of God causes meals to expire, cost will be split 50/50 between IFS and The Intergenerational Schools
- All other school closures must be communicated to IFS at least 48 hours in advance or all meals may be billable.

When IFS supplies staffing:

- IFS staff will clean the kitchen area (does not include cafeteria).
- IFS staff will prep and prepare food to ensure dietary & portioning standards.
- All food will be prepared and served at proper temperature, quality, and food safety levels.
- IFS will handle food rotation, storage, and dating.
- IFS will manage delivery drivers, checking in orders and returns.
- IFS will complete end of day paperwork, supply ordering, daily operation checklist and monthly reports.
- IFS is not responsible for management of students receiving meals, collecting payment for meals, or recording daily meal counts.
- IFS is not responsible for monitoring students before, during or after their lunch period.
- IFS is not responsible for serving meals outside of the cafeteria/designated area., unless otherwise specifically contracted to do so.
- Recruiting or cross-utilization of IFS staff is not allowed without IFS HR permission.
- IFS is responsible for paying the SERS costs associated with having an employee at the school. The school is responsible for assisting IFS with setup in the SERS program in a timely manner.

Signature of IFS Representative: 
 Print Name: Thomas Lane
 Title: President
 Date: 4/25/23

Emergency Number for School: _____

Signature of School Representative: _____
 Print Name: _____
 Title: _____
 Date: _____

This addendum is not meant to supersede the original meal contract

Please feel free to contact Innovation Food Service.

IFS Office: 330-425-7979

Tiffany Burton:
 Operations and Office Coordinator
 216-526-4432
 tburton@ifsmeals.com

Noel Simms:
 Sales/Customer Service Rep
 216-903-0321
 nsimms@ifsmeals.com

Chelsea Sprinkle:
 Administrative Assistant
 330-425-7979 x113
 csprinkle@ifsmeals.com

Victor Lane:
 Food Service Director
 216-903-5370
 vlane@ifsmeals.com

Billing Inquiries:
 accountreceivable@ifsmeals.com



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01366794

Period Specified Below
07/01/2022 to 07/01/2023

THOMAS LANE INC
RED'S PLACE
1550 ENTERPRISE PKWY
TWINSBURG OH 44087-2240



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



Department of
Agriculture

STATE OF OHIO
DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD SAFETY
REYNOLDSBURG, OH 43068

No: REG4744293
ID No: 7700756

CERTIFICATE OF REGISTRATION

This Registration Certificate has been issued in accordance with the requirements of Chapter 3715.041 of the Ohio Revised Code and is subject to revocation or suspension for cause and is not transferable.

Issued: April 3, 2023

Expires: January 31, 2024

Mailing Address

THOMASLANE INC.
1550 ENTERPRISE PARKWAY
ATTN: THOMAS LANE
TWINSBURG OH 44087

Location Address

THOMASLANE INC.
INNOVATION FOOD SERVICE
1550 ENTERPRISE PARKWAY
TWINSBURG OH 44087

Interim Director Tracy Intihar
Director of Agriculture



INSPECTION LICENSE / REGISTRATION

Official Establishment No: **1211**

This is to certify that **Thomas Lane Inc**

Doing Business As **Thomas Lane Inc**

Located at **1550 Enterprise Parkway Twinsburg, OH 44087**

having complied with the requirements set forth under Section 918.01 to 918.15 of the Revised code and/or Section 918.21 to 918.31 of the Revised Code is hereby issued a registration/license to operate a meat and/or poultry establishment under state inspection.

Issued this **20th** day of **April, 2023** at Reynoldsburg, Ohio

Meat Inspection Registration, Fee section 918.08 of the revised code

Poultry Inspection License, Fee section 918.28 of the revised code

Unless revoked, expiration date **March 31, 2024**

Jurisdiction:

CIS

Dual Jurisdiction with Food Safety

Exemption:

Retail Activities

License Activities:

Full Processing

**Thomas Lane Inc
1550 Enterprise Parkway
Twinsburg, OH 44087**

Brian Baldrige

Director

Registration/License Year/Number: **2023 251**



United States Department of Agriculture



AND JUSTICE FOR ALL



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Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442;

email:

program.intake@usda.gov.

This institution is an equal opportunity provider.

Conforme a la ley federal y las políticas y regulaciones de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta institución tiene prohibido discriminar por motivos de raza, color, origen nacional, sexo, edad, discapacidad, venganza o represalia por actividades realizadas en el pasado relacionadas con los derechos civiles (no todos los principios de prohibición aplican a todos los programas).

La información del programa puede estar disponible en otros idiomas además del inglés. Las personas con discapacidades que requieran medios de comunicación alternativos para obtener información sobre el programa (por ejemplo, Braille, letra agrandada, grabación de audio y lenguaje de señas americano) deben comunicarse con la agencia estatal o local responsable que administra el programa o con el TARGET Center del USDA al (202) 720-2600 (voz y TTY) o comunicarse con el USDA a través del Servicio Federal de Transmisión de Información al (800) 877-8339.

Para presentar una queja por discriminación en el programa, el reclamante debe completar un formulario AD-3027, Formulario de queja por discriminación del programa del USDA, que se puede obtener en línea, en

www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf, en cualquier oficina del USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida al USDA. La carta debe contener el nombre, la dirección y el número de teléfono del reclamante, y una descripción escrita de la supuesta acción

discriminatoria con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR, por sus siglas en inglés) sobre la naturaleza y la fecha de la presunta violación de los derechos civiles. La carta o el formulario AD-3027 completado debe enviarse al USDA por medio de:

correo postal:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; o

fax:

(833) 256-1665 o (202) 690-7442;

correo electrónico:

program.intake@usda.gov.

Esta institución ofrece igualdad de oportunidades.