

## INSTRUCTIONS TO CONTRACTING ENTITIES INVITATION FOR BID AND CONTRACT FOR PURCHASED MEALS

**READ INSTRUCTIONS**—Read the instructions and the contract thoroughly.

**CREATE MENUS**—Develop a cycle menu of at least 10 days for each site and meal type to include in your Invitation for Bid (IFB).

- The purpose of this cycle menu is to provide the food service management company (FSMC) an example of the type and content of meals for which bids are being solicited.
- All menus must be stated by specific food item and portion size for each component to ensure all meals meet the minimum quality and quantity standards as set forth in the SFSP Meal Pattern.
- You may not use the FSMC’s menus. This is unfair to potential bidders.

**DEFINE SPECIFICATIONS**—The contracting entity (CE) must complete all items that are indicated with an asterisk (\*) or instruction indicating entry is required with the exception of the items required to be entered by the bidders such as “unit cost” and “total bid”.

Section Specifications:

- Section I—Soliciting CE
  1. Name, address, and telephone number of the CE, and the name of the CE’s contact person
  2. Contract commencement and expiration dates
  3. Bid Opening—Date, time, and location of bid opening
  4. Meal Service Bids – complete as indicated
  5. Bidder information – to be completed by bidder
  6. Acceptance – to be signed upon acceptance (submit to TDA for approval if required prior to acceptance)
- Section II—Certificate of Independent Price Determination
  - Bidder must sign, state title of signatory, and date Certificate.
  - CE must sign Certificate when it accepts Bidder’s bid.
- Section III—Instructions to Bidders
  - No action required by CE. Instructions are provided by TDA in this document.
- Section IV—Scope of Services
  - CE complete as indicated
  - Attach copies of applicable meal pattern charts as indicated
- Section V—Unit Price Schedule and Instructions
  - CE complete #1, #6, and #9 A.4, as appropriate
  - Insert day of week by which CE will place order for meals with the FSMC.
- Section VI—General Conditions
  - Insert insurance coverage amounts required by CE in #7.
  - Emergencies may occur with the contractor. Indicate in the blank how many hours you are willing to wait for meals before you will not make payment for the meal in #10.
- Section VII—General Provisions and Certifications
  - No action required by CE. General Provisions and Certifications are provided by TDA in this document.

## Schedule Specifications:

- Schedule A - Site Information List
  - List each site for which you are requesting meals. Include the name, address, telephone number, and contact person. Attach additional pages as needed.
  - Also indicate the quantity of meals, delivery time for each meal, and the beginning and ending date for each site.
- Schedule B - Cycle Menu
  - Attach a cycle menu for each site and each meal type.
- Schedule D - Unit Price Schedule
  - Complete as indicated
- Schedule D - 1—Summary Bid Sheet
  - Complete as indicated
- Schedules E - H
  - Complete as appropriate

## **ADVERTISEMENT**—Develop an advertisement that must include, at a minimum:

- Name and address of your organization
- Proposed operating days of the food service
- Types and estimated number of meals to be served daily
- Locale where program will operate
- Statement of the amount of bid bond, if required. A bid bond shall be required if the contract is projected to be in excess of \$150,000 and shall be in an amount not less than five (5) percent or more than (10) percent of the value of the contract for which the bid is made.
- Statement that a 10 percent performance bond is required of the successful bidder
- Due date of the bid
- Time and place of the bid opening
- Statement that contracts are subject to review by the Texas Department of Agriculture, Food and Nutrition Division
- Nondiscrimination statement to read “USDA is an equal opportunity provider and employer.”

Submit the advertisement so it is published for a minimum of 14 calendar days prior to the bid opening. At a minimum, you must submit this advertisement to a publication of general circulation located in your county. Keep a copy of the printed advertisement for your files.

**BIDDERSLIST**—Develop a bidders list. This list must include four FSMCs at a minimum, preferably more. Add names to this list as bidders request the IFB packet based on your solicitation/advertisement.

**CREATE COVER LETTER**—Create a cover letter to attach to your IFB packet sent to potential bidders.

**MAKE COPIES**—Make copies of the IFB for every FSMC on your bidders list.

**MAIL**—Mail a copy of the cover letter and IFB to each FSMC on your bidders list.

**AWARD**—Bid Award and Contract Procedures

- Sealed bids returned to you must be securely held until the date and time of the public bid opening.
- The public bid opening must be held at the date, time, and place specified in the newspaper advertisement. On the day of the public bid opening, open and read all bids received on or before the due date. Any bids received prior to the final deadline for bid submission must be kept unopened in a secure place. Bids received after the deadline should be returned unopened to the bidders. Make a written list of all bids received in response to the IFB, segregating the list into timely bids, “no bids,” and untimely bids that were returned to bidders. Include in your record the name and address of each bidder, the date and time each bid was received by your organization and the amount of each bid that was opened and considered by your organization as part of the selection process.
- You may accept a bid and communicate this acceptance to the FSMC you have selected only if their bid is the lowest bid that meets all specifications.
- If you receive only one bid after advertising this IFB and providing it to the entities on your bidders list, you may award the contract without TDA approval so long as you retain documentation demonstrating that you did not limit competition and followed proper procurement procedures.
- If either of the following circumstances occurs, you must receive prior approval from TDA before awarding the contract:
  - The bid you plan to award is not the lowest bid. Submit the following to TDA:
    1. A complete copy of **all** bids received, including all attachments, and
    2. A written signed and dated statement executed by the president or chief executive officer of your organization, or equivalent, documenting your sound business reasons for selecting a bid other than the low bid.
  - The bid totals \$150,000 or more.

TDA will respond with approval or denial within five working days of receipt of all required documentation.

**FINALIZE CONTRACT**

- Complete Section I by signing at the bottom in the *Acceptance of Contract* section.
- Complete Section II (b)—Certification of Independent Price Determination for Contracting Entity.
- If the award must be submitted to TDA for prior approval you must submit to TDA a copy of the completed contract, a copy of the FSMC’s health inspection report, the actual newspaper advertisement with published date, and the list of timely bids, “no bids,” and late, unopened bids, described above. Also, include a copy of the bid and performance bonds, if applicable.

**AWARD CONFERENCE**—Arrange an award conference with the selected food service management company to discuss contract terms.

**SUBMIT DOCUMENTATION**—Submit the following information to TDA via the upload function in TX-UNPS or by email to [SFSP.Bops@TexasAgriculture.gov](mailto:SFSP.Bops@TexasAgriculture.gov).

- Signed contract
- Actual advertisement with published date
- List of all bidders, including timely bids, “no bids”, and late, unopened bids, as discussed above
- Health Inspection report of accepted FSMC

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**Summer Food Service Program  
 Invitation for Bid (IFB) and Contract for Purchased Meals**

**SECTION I  
 INVITATION FOR BID AND CONTRACT FACE SHEET**

This document contains an invitation to FSMCs to bid for the furnishing of unitized meals to be served to children participating in the Summer Food Service Program authorized by Section 13 of the National School Lunch Act, and operated under 7 CFR Part 225 of the U.S. Department of Agriculture regulations. This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the CE named below.

Please note that changes to the Invitation for Bid and Contract terms are not allowed. CEs that make changes to terms without prior written approval by the Assistant Commissioner or an Administrator of the Texas Department of Agriculture's Food and Nutrition Division may not use Summer Food Service Program funds to pay FSMC expenses.

CONTRACTING ENTITY (CE)			
Name		CE ID #	
Address (Street, City, State, Zip Code)			
Telephone Number (     )     -	Contact Person		
BID OPENING			
Bid Issue Date	Bid Number	Date	Time
Location (Street, City, State, Zip Code)			
BIDDER INFORMATION			
Company Name		Telephone Number (     )     -	
Address (Street, City, State, Zip Code)			
Signature of Bidder's Authorized Representative (In Ink)		Name (Print or Type)	
Title		Date	
ACCEPTANCE			
Contracting Entity Representative's Signature (In Ink)		Date	Contract No.
Contracting Entity's Name (Print or Type)		Contracting Entity Representative's Title	

**SECTION II  
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

1. By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:
  - A. The prices in this bid have been arrived at independently, 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;
  - B. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly, to any other bidder or to any competitor; and
  - C. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not submit a bid for the purpose of restricting competition.
  
2. Each person signing this bid certifies that:
  - A. He or she is the person in the bidder’s organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (1)(A) through (1)(C) above; or
  - B. He or she is not the person in the bidder’s organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (1)(A) through (A)(C) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(A) through (1)(C) above.

<b>Signature of Bidder’s Authorized Representative</b>	<b>Title</b>	<b>Date</b>

In accepting this bid, the CE’s officers, employees or agents have not taken any action, which may have jeopardized the independence of the bid referred to above.

<b>Signature of Contracting Entity’s Authorized Representative</b>	<b>Date</b>

(Accepting a bidder’s bid does not constitute acceptance of the contract.)

**Note:** CE and bidder shall execute this Certificate of Independent Price Determination.

### SECTION III INSTRUCTIONS TO BIDDERS

1. Definitions as used herein

- A. **Bid**—An offer to perform, in accordance with the terms and conditions of the IFB, for a stipulated price. The bidder's offer.
- B. **Bid Bond**—A copy of the bid bond must accompany the IFB when submitted to the CE if the projected contract reimbursement is in excess of \$150,000. The CE shall require a bond in an amount not less than five (5) percent or more than ten (10) percent of the value of the contract for which the bid is made. The bond must have been secured from a surety company listed in the U.S. Department of the Treasury Circular 570.
- C. **Bidder**—An FSMC submitting a bid in response to this IFB.
- D. **Contract**—A formal, legally enforceable agreement between the buyer (CE) and the seller (contractor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller.
- E. **Contracting Entity**—An organization that enters into an agreement with TDA to operate the SFSP and to assume final administrative and financial responsibility for SFSP operations. The organization which issues the IFB.
- F. **Contractor**—An FSMC which submits a bid in response to this IFB and is awarded a contract by a CE participating in the SFSP.
- G. **Code of Federal Regulations (CFR)**—The codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal government.
- H. **Food Service Management Company (FSMC)**—Any commercial enterprise or nonprofit organization with which a CE may contract for preparing unitized meals, with or without milk, for use in the SFSP, or for managing a CE's food service operations in accordance with the SFSP regulations. FSMCs may be: (a) public agencies or entities; (b) private, nonprofit organizations; or (c) private, for profit companies.
- I. **Invitation for Bid (IFB)**—The document where the procurement is advertised. In the case of the SFSP, the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.
- J. **Performance Bond**—This is required when a FSMC and a CE enter into one or more contracts totaling over \$150,000. The amount of the bond must be no less than ten (10) percent of the value of the contract(s) for which the bid is made. The performance bond must be from a surety company listed in the U.S. Department of the Treasury Circular 570.

- K. Procurement**—The process of obtaining goods and/or services in accordance with applicable rules and regulations.
- L. Responsive Bidder**—A bidder whose bid conforms to all the material terms and conditions of the solicitation.
- M. Responsible Bidder**—A bidder who is capable of performing successfully under the terms and conditions of the contract.
- N. Summer Food Service Program (SFSP)**—The SFSP was established to ensure that low-income children continue to receive nutritious meals when school is not in session. Free meals that meet Federal nutrition guidelines are provided to all children at approved SFSP sites in areas with significant concentrations of low-income children. The U.S. Department of Agriculture (USDA) administers the SFSP at the national level. TDA administers the SFSP in the State of Texas. CEs receive Federal reimbursement from TDA to cover the administrative and operating costs of preparing and serving meals to eligible children at one or more feeding sites.
- O. Texas Department of Agriculture (TDA)**—The State agency that administers the SFSP in the State of Texas.
- P. Unitized Meal**—An individual portioned meal consisting of a combination of foods meeting the SFSP meal pattern requirements, delivered as a unit with or without milk or juice. TDA may approve exceptions to the unitized meal requirement for certain components of a meal. These requests shall be submitted to TDA in writing in order to receive a response from TDA prior to the CE's advertisement for bids.
- Q. U.S. Department of Agriculture (USDA)**—The Federal agency that administers the SFSP at the national level.

Other terms shall have the meanings ascribed to them in the applicable regulations (2 CFR Part 200 and 7 CFR Part 225).

2. Submission of Bids

- A. Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.
- B. Bids must be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with a notice of award. The copy marked as "original" will be maintained by the CE and shall control over any copy maintained by the FSMC should there be a variance between the two.

**No changes in the specifications, terms, or general conditions are allowed.**  
Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid.

C. Bids over \$150,000 shall include a bid bond in the amount of \_\_\_\_\_ % of bid price. (CE shall insert appropriate percentage from 5% to 10%. This must be the same percentage inserted by the CE on the IFB and Contract Face Sheet). FSMCs must obtain bid bonds from surety companies listed in the current Department of the Treasury Circular 570. FSMCs may not post any “alternative” forms of bid bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

Bid bonds will be returned (i) to unsuccessful bidders as soon as practicable after the opening of bids and (ii) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted. The bid must be securely sealed in a suitable envelope, addressed to the office issuing the IFB, and marked on the outside with the name of the bidder, bid number, and date and time of bid opening.

D. A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.

Failure to comply with any of the above provisions shall be reason for rejection of the bid.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the terms and conditions or specifications of this IFB must be requested in writing prior to the time and date scheduled for the opening of bids and must provide the CE with sufficient time for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uniformed bidders.

4. Acknowledgement of Amendments to IFBs

The CE must acknowledge receipt of an amendment to an IFB by a bidder by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.

5. Discounts

Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids.

(NOTE: Payment discounts may only be used to determine the low bid when prior experience of the CE indicates that such discounts are generally taken).

6. Bidders Having Interest in More Than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

7. Time for Receiving Bids

Sealed bids shall be deposited at the address for the CE as specified in this IFB no later than the exact time and date indicated in this IFB. Bids received prior to the time of opening will be securely kept by the CE and will remain unopened until the date and time for bid openings.

8. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the terms and conditions of this IFB before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured from bidding requirements or the terms and conditions of the IFB based on the bidder's error or misunderstanding.

9. Award of Contract

A. The contract will be awarded to the lowest responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the CE, price, and other factors considered such as discounts, transportation cost, and life cycle costs.

B. The CE reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received if there is a sound documented reason.

C. The CE reserves the right to reject the bid of a bidder, including the lowest bidder that previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder that investigation shows is not in a position to perform the contract.

D. The CE reserves the right to accept any bid within 30 days from the date of bid opening.

10. Late Bids, Modification of Bids, or Withdrawal of Bids

A. Any bid received after the exact time and date specified for receipt of bids will not be considered unless the bid was in writing, was received by the CE before an award was made, and was sent to the address, email, or fax number specified in the IFB by regular mail, certified mail, registered mail, overnight/priority mail, email, or fax not later than the fifth calendar day prior to the date specified in the IFB for opening bids. For example, a bid submitted in response to an IFB requiring receipt of bids by the 20<sup>th</sup> of the month must have been emailed, faxed, or mailed by the bidder to the CE on or before the 15<sup>th</sup> of the month or earlier.

- B. Any modification or withdrawal of a bid is subject to the same conditions as in (A) above, except that a bidder or an authorized representative may withdraw a bid prior to the exact time and date set for opening of bids, so long as the bidder establishes the identity of the person withdrawing the bid to the satisfaction of the CE, and the bidder or authorized representative signs a receipt for the bid.
- C. To establish the date of written submission of a late bid, modification, or withdrawal the bidder must provide the CE with:
- An envelope or package containing the bid which shows a postmark date on the envelope or package, or an original receipt from the U.S. Postal Service reflecting the mailing and attempted delivery of the envelope or package containing the bid by regular, registered, or certified mail. If the postmark or receipt fails to show a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term “postmark” means a printed, stamped or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service), or documentation of delivery receipt of regular, registered, or certified mail from the U.S. Postal Service; or
  - A delivery confirmation receipt for delivery of the bid by overnight/priority mail; or
  - A copy of the email transmitting the bid, depicting, in legible form, the email headers showing the date and time the email passed through each server in its route to the ultimate recipient at the CE; or
  - A fax confirmation page with legible entries indicating the date and time the fax was sent by the bidder and received by the CE.
- D. Notwithstanding the above, the CE may consider and accept a late modification of a bid if the modification makes the bid more favorable to the CE regardless of the date and time the modification was received by the CE.

**SECTION IV  
SCOPE OF SERVICES**

1. 2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 7 CFR Part 225, entitled Summer Food Service Program, are hereby incorporated by reference. Both the CE and the FSMC must operate in accordance with all SFSP regulations.
2. Contractor agrees to deliver:
  - i.  *unitized* meals (breakfasts, lunches, and/or suppers) \* of milk, and snacks to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
  - ii.  **(check only if the CE has received approval from TDA)** meals (breakfasts, lunches, and/or suppers) \* of milk, and snacks to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this IFB.
3. All meals served and furnished under the Program must meet the requirements of 7 CFR § 225.16, Meal service requirements, and must meet or exceed USDA requirements set out in Schedule C, attached hereto and made a part hereof. FSMCs may prepare unitized meals, with or without milk or juice, for use in the SFSP.
4. The contractor shall furnish meals as ordered by the CE during the period of \*\* to \*\*. Meals served are to be \*\*\* days a week, as specified in Schedule A.

\* Insert “inclusive” or “exclusive” as applicable.

\*\* CE shall insert the contract start date and expiration date.

\*\*\* CE shall insert appropriate number of serving days.

**SECTION V**  
**UNIT PRICE SCHEDULE AND INSTRUCTIONS**

1. Bidders are asked to submit prices in accordance with Schedule(s) D for meals with/without milk or juice\* meeting the contract specifications set forth in Schedule C and to be delivered to all the sites stated in Schedule A. Please note that bidders must complete a Schedule D for each meal type (breakfast, lunch, snack, etc.) covered by the IFB.

\*CEs should indicate whether milk and/or juice should be included in meals/snacks.

2. Evaluation of Bids and award of the contract will be performed as described in Section III 9.
3. Pricing shall be on the cycle menus described in Schedule B. All bidders must submit bids on the same cycle menus provided by the CE. Deviation from the cycle menus shall be permitted only upon authorization of the CE. Bid price must include the price of food components (including milk and/or juice, if part of the unitized meal), packaging, transportation and all other related costs for nonfood items essential to the conduct of the food service (e.g., condiments, utensils).

The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes, but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the CE.

4. Average Daily Number of Meals are estimated: They are the best known estimates for requirements during the operating period. The CE reserves the right to order more or less meals than estimated at the beginning of the operating period. The contractor will be paid at the 100% unit cost rate during the payment period specified. (The CE will indicate in Section VI, Item 4, "Method of Payment," whether the payment period is weekly, bi-weekly, or monthly). The CE does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approved level of meal service designated by TDA for each site serving meals provided by the Contractor. However, if average meals delivered per day by type over the Contract period fall below 90% of the applicable average daily estimate, adjustments will be made to the per unit price in accordance with Schedule D.
5. Evaluation of Bidders: Each bidder will be evaluated on the following factors:
  - A. Financial capability to perform a contract of the scope required.
  - B. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety, and sanitation standards.
  - C. Previous experience of the bidder in performing services similar in nature and scope.
  - D. Other factors such as transportation capability, sanitation, and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not be considered for award.

6. Meal Orders: The CE will order meals on \*\* of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week, and will include breakdown totals for each site and each type of meal.

The CE reserves the right to increase or decrease the number of meals ordered on a \*\*\* hour notice, or less if mutually agreed upon between the parties to this contract.

\*\* Insert mutually agreed day.

\*\*\* CE shall insert appropriate number of hours.

7. Cycle Menu Change Procedure: Meals will be delivered on a daily basis in accordance with cycle menus which appear in Schedule B. Menu changes may be made only when agreed upon in writing by both parties. When an emergency situation exists which might prevent the Contractor from delivering a specified meal component, the CE shall be notified immediately so substitutions can be agreed upon. The CE reserves the right to suggest menu changes within the Contractor's suggested food cost, periodically throughout the contract period.
8. Noncompliance. The CE reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the terms and conditions, and specifications of the Contract. **The Contractor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications.** The CE reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The Contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The CE or inspecting agency shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.

The SFSP regulations provide that statistical monitoring procedures may be used to disallow payment for meals which are not served in compliance with SFSP regulations. In the event that disallowances are made on the basis of statistical monitoring, the CE and the contractor will be notified in writing by the TDA as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical monitoring procedures employed.

9. Specifications.

A. Packaging:

1. Hot Meal Unit – Package suitable for maintaining meals in accordance with local health standards. Container and overlay must have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204° C) or higher.
2. Cold Meal Unit (or Unnecessary to Heat) – Container and overlay must be plastic or paper and non-toxic.
3. Cartons – Each carton must be labeled, to include:
  - a. Processor’s name and address (plant);
  - b. Item Identity, meal type;
  - c. Date of production; and
  - d. Quantity of individual units per carton.
4. Meals shall be delivered with appropriate nonfood item(s): condiments, straws for milk, napkins, single service ware, etc. The CE shall insert the types of nonfood items that are essential to the conduct of the food service or enter n/a if nonfood items are not required:

B. Food Preparation:

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. Meals shall be prepared in accordance with State and local health standards.

C. Food Specifications:

Bids are to be submitted on the cycle menus included in Schedule B. Portions shall, as a minimum, be the quantities specified by USDA for each component of each meal, as included in Schedule C of this Contract, and as outlined by USDA in the “Nutrition Guidance for Sponsors.”

All meals served under the Contract must meet or exceed USDA requirements, and conform to USDA guidance on food specifications outlined in the “Nutrition Guidance for Sponsors” and the “Food Buying Guide for Child Nutrition Programs.”

All meals served under the Contract shall conform to the cycle menus and meal quality standards and food specifications approved by the TDA and upon which the bid was based.

Milk means whole milk, low fat milk, skim milk, and buttermilk. All milk must be fluid and pasteurized and must meet State and local standards for the appropriate type of milk. Milk may be flavored or unflavored. All milk must contain Vitamins A and D at the levels specified by the Food and Drug Administration and at levels consistent with State and local standards for such milk. Milk delivered hereunder shall conform to these specifications.

## SECTION VI GENERAL CONDITIONS

### 1. Delivery Requirements

- A. Delivery will be made by the Contractor to each site in accordance with the order from the CE.
- B. Meals are to be delivered daily, unloaded, and placed in the designated location by the Contractor's personnel at each of the sites and times listed in Schedule A.
- C. The Contractor shall be responsible for delivery of all meals, with or without milk or juice, at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
- D. The CE reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A, and make changes in the approved level for the maximum number of meals which may be served under the Program at each site (established under 7 CFR § 225.6(d)(2)(i)-(v) of the SFSP regulations). Any change in transportation cost that occurs as a result of adding or deleting sites shall be negotiated and noted in the modification. The Contractor's invoice shall show the cost as a separate item for that site. Such amendments shall be provided within \*        hours or less.

\*Insert mutually agreed upon number.

### 2. Supervision and Inspection

The Contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.

### 3. Recordkeeping

- A. Delivery tickets must be prepared by the Contractor at a minimum in triplicate: one copy for the Contractor, one copy for the site personnel, and one copy for the CE. Delivery tickets must be itemized to show what meal was delivered, the number of meals delivered, the date and time of delivery, and must match the menu for the day the meals were delivered and served. The site supervisor or designee at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the CE only if signed by the CE's site supervisor or designee at the site.
- B. The Contractor shall maintain records (supported by delivery tickets, invoices, receipts, purchase orders, production records, or other evidence) for this Contract that the CE will need to meet its responsibilities, and shall submit all required reports to the CE promptly at the end of each month, unless more frequent reports are required by the CE.

- C. The books and records of the Contractor pertaining to the CE's food service operation shall be available for inspection and audit by representatives of TDA, USDA, and the U.S. Government Accountability Office at any reasonable time and place for a period of three years from the date of receipt of final payment under the contract, except that, if audit or investigation findings have not been resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved and final action taken.
- D. The Contractor shall submit records of all costs incurred in the CE's food service operation in sufficient time to allow the CE to prepare and submit the claim for reimbursement to meet the 60-day submission deadline.

4. Method of Payment

The Contractor shall submit its itemized invoices to the CE \*\* in compliance with 7 CFR§ 225.6(h)(2)(iv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The CE shall calculate the average number of meals delivered each day for the applicable period. Payment will be made at the unit price shown for that range. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery tickets/receipts have been signed by the site supervisor or designee at the site of the CE.

**The Contractor shall be paid by the CE for all meals delivered in accordance with this Contract and SFSP regulations. However, neither the USDA nor TDA assumes any liability for payment of differences between the number of meals delivered by the Contractor and the number of meals served by the CE that are eligible for reimbursement.**

\*\*CE shall insert "weekly", "bi-weekly" or "monthly".

5. Inspection of Facility

- A. The CE, TDA, and USDA reserve the right to inspect the Contractor's facilities without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The Contractor's facilities shall be subject to periodic inspections by State and local health departments or any other agency designated to inspect meal quality for the State.
- C. The Contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality. The results of the inspections must be submitted promptly to the CE and TDA.

D. The SFSP regulations provide that TDA must inspect the FSMC facility as part of the review of any vended CE. TDA shall respond promptly to complaints concerning facilities. If a FSMC fails to correct violations noted by TDA during a review, TDA shall notify the CE and the FSMC of meal disallowances for meals prepared by the FSMC after a date specified in the notification.

6. Performance Bond Requirement

When applicable, the successful bidder shall provide the CE with a performance bond in the amount of ten (10) percent of the contract price for contract(s) that total over \$150,000. The FSMC must obtain the performance bond from a surety company listed in the current Department of the Treasury Circular 570. The FSMC may not obtain any "alternative" form(s) of performance bond, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

The performance bond must be furnished to the CE within ten days of the awarding of the contract.

7. Insurance

FSMC shall maintain the insurance coverage set forth below provided by insurance companies authorized to do business in the State of Texas. At the time of award, the FSMC shall submit a Certificate of Insurance demonstrating coverage of at least the amounts indicated below:

A. Comprehensive General Liability-includes coverage for: (i) Premises-Operations; (ii) Products-Completed Operations; (iii) Contractual Insurance; (iv) Broad Form Property Damage; (v) acts of Independent Contractors; and (vi) Personal Injury; with a \$ Combined Single Limit.

B. Automobile Liability coverage with a \$ Combined Single Limit.

C. Workers' Compensation-Statutory; Employer's Liability with a combined single limit of \$ .

D. Excess Umbrella Liability with a combined single limit of \$ .

E. The CE shall be included as an additional insured on General Liability, Automobile, and Excess Umbrella policies.

F. The FSMC's contract of insurance shall provide for notice to the CE of cancellation of insurance policies 30 days before such cancellation is to take effect.

G. Notwithstanding any other provision of this Contract, the CE shall not be liable to the FSMC for any indemnity.

8. Availability of Funds

The CE reserves the right to cancel this contract if the Federal funding to support the SFSP is withdrawn. It is further understood that, in the event of cancellation of the Contract, the CE shall be responsible for meals that have already been assembled and delivered in accordance with this Contract.

9. Number of Meals and Delivery Times

The Contractor must provide exactly the number of meals ordered. Counts of meals will be made by the CE at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of delivered meals is determined.

10. Emergencies

In the event of unforeseen emergency circumstances, the Contractor shall immediately notify the CE by telephone of the following: (i) the impossibility of on-time delivery; (ii) the circumstance(s) precluding delivery; and (iii) a statement of whether subsequent deliveries will be affected. No payments will be made for deliveries made later than \*\*\* hours after specified meal time.

\*\*\* CE shall set time in accordance with SFSP regulations and TDA instructions.

Emergency circumstances at the site precluding utilization of meals are the concern of the CE. The CE may cancel orders provided it gives the contractor at least \*\*\*\* hours' notice or less if mutually agreed upon between the parties to this Contract.

\*\*\*\* CE shall insert the same number as in Section VI, Item 1.D under General Conditions.

Adjustments for emergency situations affecting the Contractor's ability to deliver meals, or the CE's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the Contractor and the CE.

11. Renewals

This Contract shall be in effect for the period indicated in Section IV, Item 4, with the option to renew yearly, not to exceed four additional years. Renegotiation of the price charged to the CE will be allowed each year to the extent of the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (“CPI”) [CE insert one CPI regional index: South-Size Class A (population of metropolitan area over 1.5 million), South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), or South-Size D (all nonmetropolitan areas)] and will be allowed only if agreed to and approved in advance by the CE. CPI Fee increases for the upcoming contract renewal year must be documented through a cost analysis and submitted to the CE by April 1 of each year. No other fee increases will be allowed.

## 12. Termination

- A. The CE reserves the right to terminate this Contract if the contractor fails to comply with any of the terms or conditions of this Contract.

In such case, the CE shall notify the Contractor and surety company of specific instances of unsatisfactory performance. If the Contractor does not take immediate corrective action, the CE may require surety to either provide another contractor or the CE may negotiate another contract. The CE shall be entitled to negotiate another contract on either a competitive or non-competitive basis. In any case, the defaulting contractor and/or surety company shall be liable to the CE for any difference in price between the new contract and the terminated contract. Prior to termination, the CE shall contact TDA concerning procedures for conducting a re-procurement action.

- B. The CE may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the CE that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor to an officer or employee of the CE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the Contract; provided that the existence of the facts upon which the CE makes such findings shall be an issue and may be reviewed in any competent court.
- C. In the event this Contract is terminated as provided in paragraph (B) hereof, the CE shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (ii) pursue other damages in an amount which shall not be less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- D. The rights and remedies of the CE provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- E. In addition to the foregoing termination provisions, and without any limitation on the CE's rights to terminate the Contract in Section VI, Item 12, "Termination," either party may terminate this Contract for cause or convenience upon providing advance written notice of sixty (60) days to the other party. In the event of a termination for cause, the party to be charged shall have a reasonable period to cure not to exceed thirty (30) days. Failure to cure shall entitle the non-breaching party to continue with termination for cause.
- F. This Contract may be terminated by mutual agreement of the parties. Such agreement must be in writing.

## 13. Subcontractors and Assignments

The Contractor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.

## SECTION VII GENERAL PROVISIONS AND CERTIFICATIONS

The Contractor shall comply with the following provisions and certifications, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4. Davis-Bacon Act as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## 8. Procurement of Recovered Materials

See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 9. Civil Rights

The contractor shall comply with the following civil rights laws, regulations, and guidance, as amended or revised: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; Title 7 CFR Parts 15, 15a, and 15b; Title 28 CFR Parts 42 and 50; FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities; and FNS directives or regulations issued pursuant to the above listed items, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the contractor received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the contractor by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such

records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the contractor.

#### 10. Certifications

The FSMC shall comply with the following provisions and execute the following certifications:

- A. Debarment and Suspension Certification — Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Debarment certification shall be provided by:

i) the CE providing the page from *The System for Award Management* and maintaining such record with other supporting documentation to demonstrate that the CE had referenced *The System for Award Management*, which is available at <https://www.sam.gov>, or

ii) that by signing this contract that the FSMC certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas, or

iii) submitting the TDA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form, which is attached to this contract as Schedule E and fully incorporated herein.

- B. Anti-Collusion Affidavit, which is attached to this contract as Schedule F and fully incorporated herein.

- C. Certification Regarding Lobbying — Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification, which is attached to this contract as Schedule G and fully incorporated herein. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization 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 any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor must also complete and submit Standard Form – LLL, Disclosure of Lobbying Activities, when applicable, which is attached to this contract as Schedule H and fully incorporated herein.

**SCHEDULE A  
SITE INFORMATION LIST**

**Enter site information or attach equivalent information. Read instructions for completion of the site information list on the next page.**

Contracting Entity (CE) Name	CE Address	CE Contact Person/Phone Number
		(    )    -

Site Name and Address	Site Contact Person/Phone #	Refrig. All Meals? Yes or No	Begin Date	End Date	Total Days Op.	Meal Type	Avg Meals/Day	Total Meals	Delivery Time for Each Meal Type
						Breakfast			
						AM Snack			
						Lunch			
						PM Snack			
						Supper			
						Breakfast			
						AM Snack			
						Lunch			
						PM Snack			
						Supper			
						Breakfast			
						AM Snack			
						Lunch			
						PM Snack			
						Supper			
						Breakfast			
						AM Snack			
						Lunch			
						PM Snack			
						Supper			

## INSTRUCTIONS FOR COMPLETION OF SCHEDULE A SITE INFORMATION LIST

**Contracting Entity (CE) Name**—Enter the legal name of the CE

**CE Address**—Enter the address of the CE

**CE Contact Person/Phone Number**—Enter the name of the CE’s contact person and their telephone number

**For each site complete the following:**

**Site Name and Address**—Enter the name and address of the site. Use the correct street address where meals will be delivered

**Site Contact Person/Phone #**—Enter the name of the site’s contact person and their telephone number

**Refrigerate All Meals?**—Enter “yes” or “no” to indicate if site has adequate refrigeration to store all meals ordered and could receive early deliveries

**Begin Date**—Enter the date the site will begin serving meals

**End Date**—Enter the date meal service will end for the site

**Total Days Op.**—Enter the total number of days meals will be served at the site

**Avg Meals/Day**—Enter, by appropriate meal type, the average number of each type of meal that is estimated to be served each date at the site. For example, if the site plans to serve 11,000 lunches for 44 days during the summer, then the average is 250 ( $11,000 \div 44$ ). Do not insert the maximum number that will be served on a particular day during the summer.

**Delivery Time for Each Meal Type**—Enter the delivery time for each meal type

Since Schedule A must be completed well in advance of the application deadline, it is recognized that changes will occur in the data by the time the Program begins. However, be as accurate as possible since the data is used by the FSMC to arrive at their bid prices. The FSMC awarded the bid will accept changes after the bid opening.

**SCHEDULE B  
CYCLE MENU**

\*CE shall attach a cycle menu for each site for each meal type.

## SCHEDULE C

### SUMMER FOOD SERVICE PROGRAM MEAL PATTERN FOR CHILDREN

#### SELECT THE APPROPRIATE COMPONENTS FOR A REIMBURSABLE MEAL

FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST Serve all three	LUNCH OR SUPPER Serve all four	SNACK Serve two of the four
<b>Milk</b>	<b>Required</b>	<b>Required</b>	
Fluid milk	1 cup <sup>1</sup> (½ pint, 8 fluid ounces) <sup>2</sup>	1 cup (½ pint, 8 fluid ounces) <sup>3</sup>	1 cup (½ pint, 8 fluid ounces) <sup>2</sup>
<b>Vegetables and Fruits</b> - Equivalent quantity of any combination of...	<b>Required</b>	<b>Required</b>	
Vegetable or fruit or	½ cup	¾ cup total <sup>4</sup>	¾ cup
Full-strength vegetable or fruit juice:	½ cup (4 fluid ounces)=50% <sup>5</sup>		¾ cup (6 fluid ounces) <sup>6</sup>
<b>Grains/Breads</b> <sup>7</sup> - Equivalent quantity of any combination of...	<b>Required</b>	<b>Required</b>	
Bread or	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc or	1 serving <sup>8</sup>	1 serving <sup>8</sup>	1 serving <sup>8</sup>
Cold dry cereal or	¾ cup or 1 ounce <sup>9</sup>		¾ cup or 1 ounce <sup>9</sup>
Cooked cereal or cereal grains or	½ cup	½ cup	½ cup
Cooked pasta or noodle products	½ cup	½ cup	½ cup
<b>Meat and Meat Alternates</b> - Equivalent quantity of any combination of...	<b>Optional</b>	<b>Required</b>	
Lean meat or poultry or fish or	1 ounce	2 ounces	1 ounce
Alternate protein products <sup>10</sup> or	1 ounce	2 ounces	1 ounce
Cheese or	1 ounce	2 ounces	1 ounce
Egg (large) or	½	1	½
Cooked dry beans or peas or	¼ cup	½ cup <sup>2</sup>	¼ cup <sup>2</sup>
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds <sup>11</sup> or		1 ounce=50% <sup>12</sup>	1 ounce
Yogurt <sup>13</sup>	4 ounces or ½ cup	8 ounces or 1 cup	4 ounce or ½ cup

Indicated endnotes can be found on the next page.

#### ENDNOTES

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<sup>1</sup> For the purposes of the requirement outlined in this table, a cup means a standard measuring cup

<sup>2</sup> Served as a beverage or on cereal or used in part for each purpose

<sup>3</sup> Served as a beverage

<sup>4</sup> Serve two or more kinds of vegetable or fruits or a combination of both

<sup>5</sup> Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement

<sup>6</sup> Juice may not be served when milk is served as the only other component

<sup>7</sup> Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) shall be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc, shall be made with whole-grain or enriched meal or flour. Cereal shall be whole-grain, enriched or fortified

<sup>8</sup> Serving sizes and equivalents will be in guidance materials to be distributed by FNS to State agencies

<sup>9</sup> Either volume (cup) or weight (ounces), whichever is less

<sup>10</sup> Must meet the requirements of 7 CFR Part 225, Appendix A, Alternate Foods for Meals

<sup>11</sup> Tree nuts and seeds that may be used as meat alternate are listed in program guidance

<sup>12</sup> No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry or fish

<sup>13</sup> Plain or flavored, unsweetened or sweetened

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**SCHEDULE D  
UNIT PRICE SCHEDULE**

**Instructions:**

**Contracting Entity:** Complete Items (a), (b) and (c) for each Meal Type.

**Bidder:** Complete Items (d) and (e) for each Meal Type.

(a) Meal Type (i.e., Lunch)	(b) <sup>1</sup> Average Daily Meals Needed	(c) <sup>2</sup> Total Number of Meals	(d) <sup>3</sup> Unit Cost	(e) Total Bid
Breakfast				
AM Snack				
Lunch				
PM Snack				
Supper				

Prompt Payment Discount (to be entered by bidder)	%	for payment within	days.
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**Adjustments:**

If the average daily meals billed is less than the **Average Daily Meals Needed** (per item (b) above), a one time adjustment to the unit price will be made as follows:

Average Daily Meals Billed ÷ Average Daily Meals Needed	Multiply “Unit Cost” (d) by this Amount
81 – 90%	1.05
71 – 80%	1.10
61 – 70%	1.15
51 – 60%	1.20
50% or Below	1.30

**Example:** If the “Average Daily Meals Billed” ÷ the “Average Daily Meals Needed” (item (b) above) = .82 or 82%, multiply the “Unit Cost” (item (d) above) by 1.05.

The FSMC will invoice the CE at the 100% Unit Cost indicated above \*\*. To determine if an additional cost per meal is due to the FSMC, complete the following calculation. Divide the total number of meals billed by type (breakfast, lunch, etc.) for the total length of the SFSP by the total number of days the SFSP was operated. Any additional changes resulting from this higher “adjustment” will be reflected in the final statement from the FSMC.

\*\*CE shall insert “weekly”, “bi-weekly” or “monthly”, as indicated in Section F, Item 4, “Method of Payment.”

**Note:** The Unit Cost per meal **may not exceed** the maximum operational reimbursement for each meal type as stated in 7 CFR Part 225 of the Federal regulations.

<sup>1</sup> Obtained from the Schedule A, by dividing total meals for each specific meals type by the greatest number of days operated by the site.

<sup>2</sup> Obtained from Schedule A by totaling the “Total Meals” for each specific meal type.

<sup>3</sup> “Unit Cost” specified is that cost based on 100% Average Daily Meals Needed.

**SCHEDULE D-1  
SUMMARY BID SHEET**

Meal Type	Total Number of Meals	Unit Cost <sup>1</sup>	Total
<b>Breakfast</b>		\$	\$
<b>AM Snack</b>		\$	\$
<b>Lunch</b>		\$	\$
<b>PM Snack</b>		\$	\$
<b>Supper</b>		\$	\$
<b>TOTAL</b>		<b>\$</b>	<b>\$</b>

<sup>1</sup> “Unit Cost” must be identical to those unit costs listed on the Unit Price Schedule (Schedule D).

**SCHEDULE E**  
**Certification Regarding Debarment, Suspension, Ineligibility,**  
**and Voluntary Exclusion for Covered Contracts**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 417, Section 417.332, Participants' responsibilities.

(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective contractor is unable to certify to any of the statements in this Certification, such prospective contractor shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name of  
Contractor Representative

\_\_\_\_\_  
Printed/Typed Title of  
Contractor Representative

**SCHEDULE F  
ANTI-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public (or Clerk or Judge) \_\_\_\_\_

My commission expires \_\_\_\_\_

**SCHEDULE G**  
**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(Certification for Contracts, Grants, Loans, and Cooperative Agreements)**

Federal legislation generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the Federal government. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as common rule, “New Restrictions on Lobbying” published at 55 Federal Register (FR) 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Government wide Guidance on New Restrictions on Lobbying” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

Contracting entities or sponsored sites that contract for goods or services using Federal funds must obtain this certification for any award exceeding \$100,000 and if necessary must obtain the *Standard Form-LLL, “Disclosure Form to Report Lobbying.”*

**CERTIFICATION**

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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, “Disclosure Form to Report Lobbying”*, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

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Name of Organization submitting certification

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Name of Organization Representative

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Title

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Signature of Organization Representative

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Date

## SCHEDULE H DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by  
OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For material change only:</b> Year: _____ Quarter: _____ Date of last report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier _____, if Known:  <b>Congressional District, if known:</b>		<b>5. If Reporting Entity in No. 4 is Sub-awardee,</b> Enter Name and Address of Prime:  <b>Congressional District, if known:</b>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
<b>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 available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only:</b>		<b>Authorized for Local Reproduction</b> 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 subawardee 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 the 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-awardee 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. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 (0348-0046), Washington, D.C. 20503.

**SIGNATURES**

This agreement (“Contract”) establishes the rights and responsibilities of \_\_\_\_\_ herein referred to as” Contractor” and \_\_\_\_\_ herein referred to as “Contracting Entity” or “CE.” By signing this Contract, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with Section VI, Item 12. Termination.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Contract on behalf of the entity stated herein below.

The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Contract.

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name of Contractor Representative

\_\_\_\_\_  
Printed/Typed Title of Contractor Representative

\_\_\_\_\_  
Signature of Contracting Entity Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name of Contracting Entity Representative

\_\_\_\_\_  
Printed/Typed Title of Contracting Entity Representative