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## **Invitation for Bid/Contract with Food Service Management Company**

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This packet contains the prototype Invitation for Bid/Contract with a Food Service Management Company. If the institution wishes to use a document other than this form, it must receive prior approval from Bright from the Start.

Institutions must ensure that goods and services are properly procured and maintain all records relating to the purchase of goods and services and the procurement process.

Use the Procurement Manual to determine if formal procurement is needed and ensure that the procurement action is properly conducted. This prototype bid/contract should only be used when formal procurement is necessary. Otherwise, the organization may only need an Agreement with the vendor. A sample Agreement can be found in the Procurement Manual located at the following website address [www.dec.al.ga.gov](http://www.dec.al.ga.gov) in the Nutrition section under program guidance.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, 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: <https://www.usda.gov/sites/default/files/documents/ad-3027.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:

1. **mail:**  
U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

**This institution is an equal opportunity provider.**

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**SECTION A**  
**Procurement Objective and Intent**

This document contains an invitation for food service management companies to bid for the furnishing of unitized meals to be served to participants in the Child and Adult Care Food Program (CACFP) authorized by Section 13 of the National School Lunch Act, and operated under Part 226 of the United States Department of Agriculture (USDA) regulations. This document set forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the contracting institution. The awarded bidder(s) must adhere to the specifications listed herein.

**SECTION A-2**  
**Acknowledgment of Summer Food Service Program Inclusion**

☐ **YES** - This solicitation and document will contain an Invitation for Bid to Vendors and/or Contractors supplying goods, individual food items in bulk, milk, and/or non-food supplies for meals to be prepared and served to participants in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch Act, and operated under Part 225 of the U.S. Department of Agriculture (USDA) 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 contracting institution named below.

☐ **NO** - None of the food, milk, or non-food items solicited in this document will be prepared and served to participants in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch Act, and operated under Part 225 of the U.S. Department of Agriculture (USDA) regulations, this document set forth the terms and conditions applicable to the proposed procurement, upon acceptance it shall constitute the contract between the bidder and the contracting institution named below.

Both the Contracting Institution and the Bidder shall execute this Acknowledgement that SFSP meals are/are not included.

<b>Name of Contracting Institution</b>	<b>Name of Vendor</b>

**Note: Accepting a Bidder's offer does not constitute award of the contract.**

**END OF SECTION A**

**SECTION B**  
**General Instructions to Bidders**

**BID SUBMITTAL REQUIREMENTS**

1. Bids must be submitted in accordance to 7 Code of Federal Regulation (CFR) 226, 7 CFR 210.6, and 2 CFR Part 200.318-326. Bidders are expected to examine carefully the specifications, delivery schedules, attachments, terms and conditions of this Invitation for Bid. Failure to do so will be at the bidder's risk.
2. The bid must be securely sealed in a suitable envelope, addressed to the office issuing the Invitation for Bid and marked on the outside with the following information:
  - a) Company Name
  - b) Bidder's Name
  - c) Company Address
  - d) Bidder's Phone Number
  - e) Bid Issue Number
3. Bids must be submitted in **TRIPLICATE** with one copy marked "**ORIGINAL**" by the bid deadline date, time, and location as stated in Section C – Part B. The delivery date of the bid will be used to determine if the bid was submitted timely. Late bids will not be accepted. Bids submitted via facsimile and/or email will not be accepted.
4. If accepted, this invitation for bid (IFB) will become the contract, one copy of the contract will be forwarded to the successful bidder with the notice of award, and the remaining copies will remain at the contracting institution and the State Agency reviewing the bid.
5. There will be no changes in the specifications or general conditions that will cause a material change to the IFB. Prior to submission, the bidder must "cross-out" with a **SINGLE LINE** of any written mistakes and initial on all copies. Failure to do so may result in rejection of the bid.
6. All **SIGNATURES** must be made in **BLUE INK ONLY**.
7. **Bid Bond Requirements (Optional):** Bids shall include a bid bond amount of \_\_\_\_\_% (**\*contracting institution inserts percentage between 5%-10%**) of the bid price. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding.. All certificates of Authority expire June 30, and are renewable July 1, annually.
  - a. Bid bonds will be returned (**a**) to unsuccessful bidders as soon as practicable after the opening of the bids and (**b**) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.
8. **Performance Bond Requirements (Optional):** The successful bidder shall provide the sponsor with a performance bond in the amount of \_\_\_\_\_% (**\*contracting institution must insert amount 10%-25%**) of the contract price. The bond shall be executed by the contractor and a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. All certificates of Authority expire June 30, and are renewable July 1, annually. The bond shall be furnished no later than ten (10) business days following the award of the contract.
9. **Explanation of Bidders:** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bid specifications, etc. must be requested in writing before the bid closing date and

with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before contract award 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.

10. **Acknowledgement of Amendments to IFBs:** The Contracting Institution must acknowledge receipt of an amendment to an IFB by a bidder signing and returning the
  - a. Amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.
11. **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.
12. **Errors In Bids:** Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidders own risk and relief cannot be secured on the plea of error.
13. **Time for Receiving Bids:** Sealed bids shall be deposited at the Contracting Institution's address no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.
14. **Bid Withdrawal:** Bidders wishing to withdraw a previously submitted bid must do so in writing prior to the bid opening date. The withdrawal should be addressed to the contact person listed in Section C – Part A of this IFB.
15. **License and Fees:** The bidder shall be responsible for obtaining all necessary licenses and pay all fees required by local, state, and federal governments. This shall include but not be limited to licenses required under the Georgia Revenue Code. Information on this license may be obtained from the county probate office.
16. **Insurance Requirements:** The FSMC shall carry product casualty and liability insurance (theft, storm, fire damage, general food safety and sanitation) on all food and supplies in the contractor's custody or control regardless of their location, in accordance with acceptable industry practices.
  - a. Bids shall be accompanied by a statement from the insurance carrier licensed to conduct business in the State of Georgia, indicating the carrier's agent has reviewed the bid and insurance requirements, and can satisfy all required coverage specifying the type of policy/coverage providing said coverage. The successful bidder shall provide proof of insurance to the sponsoring organization or agency no later than ten (10) working days after receiving the official letter of notification. Coverage shall not lapse during the period of the contract. Contract extension will require proof of insurance for the period of time service is extended according to the contract or amendments made to the contract. Each item below must be covered in writing on the certificate of insurance.
17. The policies must state "all risks," or "special causes of loss", or "broadest coverage available in the market place" and the dollar value limit.
18. There must be a 30-day cancellation or non-renewal notice rather than ten. This notice must be directed to the sponsoring organization or agency.

19. The certificate of insurance must remove the words “endeavor to” from the cancellation section to reflect a firm commitment toward issuing a written cancellation or non-renewal notice to the certificate holder.
20. The food and supplies used for meeting the terms of the food service contract must be covered using one of the following acceptable terms: marine, cargo, inventory, contents, stock, or warehouse legal liability.
21. The sponsoring organization or agency shall be provided an endorsed/executed copy of the insurance policies that cover the food and supplies.

### **AWARD NOTIFICATION**

22. The contract will be awarded to the responsible bidder whose bid conforms to the specifications of the IFB.
23. All non-responsive bids will be rejected.
24. The Contracting Institution reserves the right to reject any or all bids for sound business practices and to waive informalities and minor irregularities in bids received.
25. The Contracting Institution reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder, whose investigation shows is not in a position to perform to contract.
26. The award of the contract will be made as indicated below:
  - i. ☐ At Bid Opening
  - ii. ☐ Upon the approval or ratification by officials of the contracting institution

**SECTION B**  
**Contract Term**

The FSMC agrees to deliver unitized meals **inclusive / exclusive\*** (**contracting institution circles**) of milk ordered to the locations as set out in Attachment 1 and must be subjected to the terms and conditions of this solicitation.

**For outside-school-hours-only:** All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the SA determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and DCHs, the SA may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the SA has evidence which indicates that this requirement is necessary to ensure compliance with 226.20.

All unitized meals served under the Program shall meet the requirements of 7 CFR 226.20.

The FSMC shall furnish unitized meals as ordered by the Contracting Institution during

\_\_\_\_\_ **TO** \_\_\_\_\_  
**\*Date Begin** **\*Date End**

This contract may be renewed for \_\_\_\_\_ renewal periods (may not exceed 4 renewals and automatic renewals are prohibited).

**Price Adjustments**

☐ The prices submitted by this bid in response to this original solicitation will not change.

☐ Price adjustments for each renewal period will increase or decrease\*:

By no more than \_\_\_\_\_% as agreed upon by both parties (increase or decrease)

*\*Selecting this option must be confirmed in writing and based on either of the following factors, environmental, consumer price index (CPI) change, budget restrictions, etc.*

☐ Contract can be modified to acquire additional goods or increase quantities\*:

Cost of additional goods will be increased by no more than \_\_\_\_\_% of estimated value of the contract as agreed upon by both parties.

*\*Selecting this option must be confirmed in writing and based on new food purchases needed on an ongoing basis.*

*\*Recommended increase in additional cost of goods should not exceed 10% of estimated value of the contract.*

*\*If the additional cost of goods exceeds the above specified limit, separate applicable procurement procedure must be conducted.*

**\*Contracting Institution must insert the information as areas noted.**  
**END OF SECTION B**

**SECTION C**  
**Bidder and Contracting Institution Information**

**A. Contracting Institution Information**

<i>Organization's Name</i>		<i>Contact Person/Title</i>		<i>Phone Number</i>
<i>Street Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i>

**B. Bid Submission & Opening**

<i>Bid Submission Deadline Date</i>	<i>Deadline Time</i>	<i>Bid Issue Number</i>	<i>Bid Opening Date</i>	<i>Bid Opening Time</i>
<i>Street Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i>

**Part C to be completed by Bidder only**

**C. Bidder Information**

<i>Organization's Name</i>		<b>Contact Person</b>		<i>Phone Number</i>	
<i>Street Address</i>		<i>City</i>		<i>State</i>	<i>Zip Code</i>
<i>Signature (In Ink)</i>		<i>Name (Print or Type)</i>		<i>Title</i>	<i>Date</i>

## **SECTION C**

### **Bid Evaluation**

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

\*Sponsor must indicate whether or not milk should be included in the meals/supplements.

#### **Evaluation of bids will be performed as follows:**

- A. Determine the grand total bid for each bidder by totaling the bids for each meal type from Section C – Bid Sheet. Bidder’s calculations will be checked prior to totaling.
- B. Pricing shall be on the menus described in Attachment 2. All bidders must submit bids on the same menu cycle provided by the Sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the Sponsor. 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 (e.g. condiments, utensils, etc.)
- C. 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 Sponsor.
- D. Average Daily Number of Meals are estimated: They are best known estimates for requirements during the operating period. The sponsor reserves the right to order more or less meals than estimated at the beginning of the operating period. The FSMC will be paid at the 100% unit cost rate during the payment period specified. (The Sponsor should indicate in Method of Payment – Section D – whether the payment period is to be weekly, bi-monthly, or monthly.). Sponsor 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 the administering office 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.

#### **Each bidder will be evaluated on the following factors. The Contracting Institution should indicate with a check mark, what additional information, if any, for each letter, will be used in the evaluation process:**

- A. Evidence that bidder is registered by the State where the service is to be performed and is registered to deliver at least the number of meals estimated to be required under the contract.
- B. Financial capability to perform a contract of the scope required.
  - ☐ Providing a financial statement or audit that demonstrates financial viability
  - ☐ Providing a notarized statement affirming that the bidder has not filed bankruptcy in the last 5-10 years.

- C. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards.
- D. Previous experience of the bidder in performing series similar in nature and scope.
  - ☐ Submitting a list (no less than 3) of previous accounts serviced, and the name of contacts to verify.
  - ☐ Submitting reference letters \_\_\_\_\_ (\*insert number no less than 2) from previous/current customers.
- E. Other factors such as transportation capability by agreeing to deliver to sites listed (per instructions for Attachment 1 – Site Information List).
  - ☐ Documenting sanitation and proper packaging
  - ☐ Documenting temperature control during transport

***Bidders that do not satisfactorily meet the above criteria may be rejected as non-responsive and not be considered for award.***

**Meal Orders:** Sponsors will order meals on \_\_\_\_\_ **\*(contracting institution inserts day of the week)** 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 the breakdown totals for each site and each type of meal.

The sponsor reserves the right to increase or decrease the number of meals ordered on a \* \_\_\_\_\_ hour notice **(contracting institution inserts number greater than 8)**, or less if mutually agreed upon between the parties to this contract.

**Meal-Cycle Change Procedure:** Meals will be delivered accordance with the menu cycle which appears in Schedule B. Menu changes may be made only when agreed upon both parties. When an emergency situation exists which might prevent the FSMC from delivering a specified meal component, the Sponsor shall be notified immediately so substitutions can be agreed upon. The Sponsor reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.

**Non-compliance:** The sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The FSMC 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 Sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The FSMC will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The Sponsor or inspecting agency shall notify the FSMC in writing the number of meals rejected and the reasons for rejection.

The CACFP regulations provide that statistical sampling methods may be used to disallow payment for meals which are not served in compliance with Program regulations. In the event disallowances are made on the basis of statistical sampling, the Sponsor and the administering agency must agree to the number of meals disallowed, the reasons for disallowance and the methodology of the statistical sampling procedures employed.

## **SECTION C**

### **Bid Specifications**

#### **Packaging:**

- I. Hot meal unit – Package suitable for maintaining hot meals in accordance with local health standards. Container and overlay should have an air-tight closure, be free of non-toxic material, and be capable of withstanding temperatures of 400 degrees F° (204 degrees C°) or higher.
- II. Cold meal unit (or unnecessary to heat) – container and overlay to be plastic or paper and non-toxic.
- III. Milk Cartons – Each carton to be labeled. Label to include:
  - Processor's name and address (plant)
  - Item identity, meal type
  - Date of production
  - Quantity of individual units per carton

Meals shall be delivered with appropriate nonfood items: condiments, straws for milk, napkins, single service ware, etc. Sponsor shall insert the types of nonfood items that are necessary for the meals to be eaten: Non-essential items must be excluded.

#### **Food Preparation**

Meals shall be prepared in accordance with State and local health standards.

#### **Food Specifications**

Bids are to be submitted on the menu cycle included in Attachment 2; and portions shall, as a minimum, be the quantities specified by USDA for each component of each meal, as included in Attachment 3 of this contract.

All meals in the menu cycle must meet the food specifications and quality standards. All meat and meat products shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.

Milk and milk products are defined as "...pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk...All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and be consistent with State and local standards for such milk." Milk delivered hereunder shall conform to these specifications. Special meal requirements to meet ethnic or religious need may not be specified, unless necessary to meet the needs of participants served.

**SECTION C**  
**Bid Sheet/Unit Price Schedule**

(a) Meal Type	(b) Average Days of Operation <sup>1</sup>		(c) Total Number of Meals <sup>2</sup>		(d) Unit Cost		(e) Total
Breakfast		X		X	\$	=	\$
AM Supplement		X		X	\$	=	\$
Lunch		X		X	\$	=	\$
PM Supplement		X		X	\$	=	\$
Supper		X		X	\$	=	\$
<b>Total</b>					\$		\$

**Price 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:

EXAMPLE: If the average daily meals billed – by the “average daily meals needed” (item b above) = .82 or 82%, multiply the “unit cost” (item d above) by 1.05.

The contractor will invoice the sponsor at 100% unit cost indicated above bi-weekly. To determine if an additional cost per meal is due, the vendor must complete the following calculation. Divide the total number of meals billed by type (lunch, breakfast, or supplement) for the total length of the program by the total number of days the program was operated. Any additional charges resulting from this higher “adjustment” will be reflected in the final statement from the vendor.

Note: The unit cost per meal may not exceed the maximum operational reimbursement for each meal type as stated in Part 7 CFR 226 of the federal regulations.

1. Obtained from column (3) on Schedule A. Start by adding the total days of operation for each site location. Then divide by the number of site locations.
2. Obtained from Schedule A by totaling Column (5) for each specific meal type.

**SECTION C**  
**Bid Acceptance**

- A. By submission of this offer, the offeror certifies and in case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, as to any matter relating to such prices with any other offeror or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not be knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor;
  3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer certifies that:
1. He or she is the person in the offeror'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 (A)(1) through (A)(3) above; or
  2. He or she is not the person in the offeror'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 (A)(1) through (A)(3) 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 (A)(1) through (A)(3) above.

***I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Invitation for Bid, including but not limited to, certification requirement.***

Contract Number	Bidder Name	
Bidder Signature	Title	Date (MM/DD/YY)

**(Accepting a bidder's offer does not constitute acceptance of the contract.)**

**END OF SECTION C**

## SECTION D

### General Terms and Conditions

#### DELIVERY REQUIREMENTS

Delivery will be made by the contractor to each site in accordance with the order from the Sponsor.

- A. Meals are to be delivered \_\_\_\_\_ (**Insert frequency in which meals will be delivered**), unloaded, and placed in the designated location by the contractor's personnel at each of the sites and times listed in Schedule A.
- B. The contractor shall be responsible for delivery of all meals and/or daily products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with State or local health codes. The contractor shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract.
- C. The Sponsor 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 Section 226.2(d)(2) of the CACFP regulations). The Sponsor shall notify the contractor by providing an amendment to Schedule A, of all sites which are approved, cancelled, or terminated subsequent to acceptance of this contract, and of any changes in the approved level of meal service for a site. Such amendments shall be provided within \* \_\_\_\_\_ hours or less (**\*contracting institution inserts amount more than 8 hours**).

#### 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 the products.

#### RECORDKEEPING

Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel and one for the Sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees to the sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Sponsor only if signed by the Sponsor's designee at the site.

The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference, to support payments and claims, and shall submit required reports to sponsor promptly at the end of each month, unless more frequent reports are required by the sponsor.

The books and records (i.e., documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions) of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the sponsors final claim for reimbursement, or until the final resolution of any audits, for inspection and audit by representatives of the State agency, representative of the U.S. Department of Agriculture, the Sponsor and the U.S. General Accounting Office at any reasonable time and place.

## **METHOD OF PAYMENT**

The contractor shall submit its itemized invoices to the Sponsor \* \_\_\_\_\_ (**contracting institution inserts weekly, bi-monthly, or monthly**) in compliance with Section 226.6(h)(2)(iv) of the CACFP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The Sponsor 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 receipts have been signed by the site representative of the Sponsor.

The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and CACFP regulations. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

## **INSPECTION OF FACILITY**

The sponsor, the State Agency 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.

The supplier'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. This will be accomplished in accordance with USDA regulations.

The supplier 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.

## **PERFORMANCE BOND REQUIREMENT (Optional)**

The successful bidder shall provide the sponsor with a performance bond in the amount of \_\_\_\_\_ (**\*contracting institution insert amount between 10%-25%**) of the contract price. The bond shall be executed by the contractor and a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. All certificates of Authority expire June 30, and are renewable by July 1, annually. The bond shall be furnished no later than ten (10) business days following award of the contract.

## **PERFORMANCE GUARANTEES**

Per FNS 796-4, Rev. 4, Contractors shall provide performance guarantees in the amount of 10% and not more than 25% of the total contract awarded. The guarantee provided shall be a surety bond issued by a company listed in the Department of Treasury Circular 570 for the current year and licensed to do business in the state of Georgia. The guarantee must have a rating of A- or better as rated by the A.M. Best Company. A letter from the bonding company confirming commitment to provide bond coverage in accordance with specifications of the Request for Bid shall be included with the bid. In addition to the performance guarantee, the bond shall also provide coverage for failure of the contractor to maintain appropriate records. If either of these situations are discovered during administrative reviews or audits by the State and/or USDA, it will be deemed unfaithful performance and constitute automatic grounds for the issuance of payment of the surety bond to the sponsoring organization or agency without additional proof, documentation or evidence.

The cost of the guarantee must be included in the bid. The bond, accompanied by a Power of Attorney, must be filed by the successful bidder within ten (10) working days after receiving the letter of notification. The sponsoring organization or agency, or their designee, shall be the custodian of the performance guarantee. The

performance guarantee must reference this bid and shall, be made payable to the sponsoring organization or agency. The contractor shall provide continuous coverage for the duration of the contract. If the contract is extended, the contractor shall provide proof of the extension of coverage to the state agency 30 days prior to the date the original coverage guarantee will terminate.

## **INSURANCE REQUIREMENTS**

The contractor shall carry product casualty and liability insurance (theft, storm, and fire damage, general safety and sanitation) on all food and supplies in the contractor's custody or control regardless of their location, in accordance with acceptable industry practices.

- A. Bids shall be accompanied by a statement from an insurance carrier, licensed to do business in the state of Georgia, indicating the carrier's agent has reviewed the bid and insurance requirements, can satisfy all required coverage specifying the type of policy/coverage providing said coverage.
- B. The successful bidder shall provide proof of insurance to the sponsoring organization or agency within ten (10) working days after receiving the official letter of notification. Coverage shall not lapse during the period of the contract. Contract extension will require proof of insurance for the period of time service is extended according to the contract or amendments made to the contract. Each item below must be covered in writing on the certificate of insurance.
- C. The policies must state "all risks", or "special causes of loss", or "broadest coverage available in the market place" and the dollar value limit.
- D. There must be a 30-day cancellation or non-renewal notice rather than ten. This notice must be directed to the sponsoring organization or agency.
- E. The certificate of insurance must remove the words "endeavor to" from the cancellation section to reflect a firm commitment toward issuing a written cancellation or non-renewal notice to the certificate holder.
- F. The food and supplies used for meeting the terms of the food service contract must be covered using one of the following acceptable terms: marine, cargo, inventory, contents, stock, or warehouse legal liability.
- G. The sponsoring organization or agency shall be provided an endorsed/executed copy of the insurance policies that cover the food and supplies.

## **LICENSE AND FEES**

The contractor shall be responsible for obtaining all the necessary licenses and paying all fees required by local, state, and federal governments. This shall include but not be limited to licenses required under the applicable Georgia Revenue Code. Information on any licensing agreements may be obtained from the county probate office.

## **AVAILABILITY OF FUNDS**

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

## **MONETARY BENEFIT**

This Invitation for Bid does not provide for loans or any other monetary benefit or terms or conditions to be made to the institutions by the Food Service Management Company(ies) (Including non-food service activities that benefit Program participants).

## **NUMBER OF MEALS AND DELIVERY TIMES**

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

## **EMERGENCIES**

In the event of unforeseen emergency circumstances, the supplier shall immediately notify the sponsor by telephone of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than \* \_\_\_\_\_ hours after the specified meal time (**contracting institution inserts number of hours**).

Emergency circumstances at the site precluding utilization of meals are concern of the Sponsor. The sponsor may cancel orders provided if gives the supplier at least \* \_\_\_\_\_ hours' notice (**contracting institution inserts number of hours**) or less if mutually agreed upon between parties of this contract.

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

## **TERMINATION**

The Sponsor reserves the right to terminate this contract for cause or convenience if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, with up to \_\_\_\_\_ days written notification (insert number of days, not to exceed 60 days) of specific instances of noncompliance.

The Sponsor shall have the right, upon such written notice, to immediately terminate the contract for cause or convenience and supplier or surety company, if applicable, shall be liable for any damages incurred by the Sponsor. Prior to termination, the Sponsor shall contact the state agency concerning procedures for conducting a re-procurement action.

The Sponsor, may, by written notice to the supplier, terminate the right of the supplier to proceed under this contract for cause or convenience with up to \_\_\_\_\_ days notification (insert number of days, not to exceed 60 days) if it is found by the Sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the supplier to any officer or employee of the Sponsor 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 Sponsor makes such findings shall be in issue and may be reviewed in any competent court.

In the event this contract is terminated by cause or convenience as provided in paragraph (b) hereof, the Sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the cost incurred by the supplier in providing any such gratuities to any such officer or employee.

The rights and remedies of the Sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### **SUBCONTRACTORS AND ASSIGNMENTS**

The contractor shall not subcontract for the total meal, or for the assembly the meal, and shall not assign, without the advance written consent of the Sponsor, this contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the Sponsor as principal for the performance of all obligations under this contract.

#### **MISCELLANEOUS CIRCUMSTANCES**

The contracting organization **\*does** \_\_\_\_ or **does not** \_\_\_\_ have special circumstances (**\*contracting institution must check**), or uncommon business practices that are likely to impact purchasing patterns. Disclosures are located on (Page 20). Contracting organization is to disclose any possible fluctuations in purchasing.

**END OF SECTION D**

## **SECTION E**

### **General USDA Provisions**

Read the following provisions and determine if each applies to this contract. Check whether each is or is not applicable to the contract.

The Contracting Institution is a public institution with a contract in excess of \$10,000 or is a non-profit institution.

- ☐ The above condition does apply
- ☐ The above condition does not apply

#### **EXECUTIVE ORDER 11246, EQUAL EMPLOYMENT OPPORTUNITY**

“The food supplier shall comply with Executive Order 11246, as amended by Executive Order 11375 (October 13, 1967 and Department of Labor Regulations (41 CFR Part 60)

The following condition results when the contract is in excess of \$100,000

- ☐ The condition does apply
- ☐ The condition does not apply

#### **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

Suppliers agree to comply with the certification and reporting requirements of 2 CFR Part 200 attached copy which is part of this contract.

The following condition results when a supplier or subcontract exceeds \$100,000

- ☐ The condition does apply
- ☐ The condition does not apply

#### **CLEAN AIR AND WATER**

The supplier shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. Section 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, and (40 CFR part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Reporting of violations to FNS and to the U.S. EPA Assistant Administrator for Enforcement (EN-329) is required. (See also, Appendix II (G) of 2 CFR Part 200.)

The following condition results when a contract is expected to equal or exceed \$100,000

- ☐ The following condition does apply
- ☐ The following condition does not apply

#### **BUY AMERICAN PROVISION**

This applies to contracts involving food acquisitions using nonprofit food service account funds and the use, or processing, of substitutable USDA donated foods. Contracts must contain provisions meeting the requirements of the “Buy-American Provisions” per 49 CFR Part 661, required for contracts inclusive of the National School Lunch Program.

The following condition results when a contract is expected to equal or exceed \$100,000

- ☐ The condition does apply
- ☐ The condition does not apply

## **USDA DATA RIGHTS**

USDA Rights in *Data, Reporting Discoveries and Inventions and Copyrights* Rights to inventions made under a contract or agreement. These requirements are found in 2 CFR part 200, [subpart D](#) and [Appendix II](#), Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and USDA implementing regulations [2CFR part 400](#) and [part 415](#). Applies to research, developmental (such as a new food product or software), experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and of USDA requirements and regulations pertaining to copyrights and rights in data.

- ☐ The above condition does apply
- ☐ The above condition does not apply

## **ENERGY EFFICIENCY**

The supplier shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

- ☐ The above condition does apply
- ☐ The above condition does not apply

## **CONTRACT WORK HOURS AND SAFETY STANDARDS**

Contracts involving employment of mechanics or laborers shall include a provision for compliance with section 103 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330) as supplemented by Department of Labor regulations ([29 CFR part 5](#)). (See also, [Appendix II \(E\) of 2 CFR Part 200](#).)

The following condition results when a contract is expected to exceed \$2,500

- ☐ The above condition does apply
- ☐ The above condition does not apply

## **MISCELLANEOUS CIRCUMSTANCES [If checked on Page 18]**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

**END OF SECTION E**



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

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### **Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## STANDARD CODES OF CONDUCT CERTIFICATION – MANDATORY FORM B

According to 2 CFR Part 200.318 regulations, institutions must maintain a written code of standards of conduct.

- A. Representatives in the award and administration of contracts supported by Program payments.
- B. No representative of the Contracting Institution or Vendor can participate in the selection, award or administration of this contract, which is supported by Federal funds, if and when a conflict of interest (real or apparent) is involved.
- C. A conflict would occur when:
  - 1. The employee, officer or agent;
  - 2. Any member of his/her immediate family;
  - 3. His or her partner; or
  - 4. An organization, which employs or will employ any of the above, has a financial or other interest in the vendor that has been selected.
- D. The Contracting Institution's representatives can and will not solicit nor accept gratuities, favors or any monetary incentive from Contractors or suppliers, possible contractors, suppliers or parties to sub agreements.
- E. Written Code of Conduct outlines the standards set for determining when financial interest is not substantial and when an unsolicited gift item is of nominal value and may be accepted.
- F. The code also provides for disciplinary actions to be applied in the event the standards are violated.

<b><i>Contracting Institution Name</i></b>	
<b><i>Name(s) and Title(s) of Authorized Representative(s): (Print or Type)</i></b>	<b><i>Signature(s) of Authorized Representative(s):</i></b>
_____	_____
_____	_____
_____	_____
_____	_____
<b><i>Date (MM/DD/YY)</i></b>	<b><i>Date (MM/DD/YY)</i></b>
_____	_____

## CERTIFICATE OF INDEPENDENT PRICE DETERMINATION – MANDATORY FORM C

**Both the Contracting Institution and the Bidder shall execute this Certificate of Independent Price Determination.**

<i>Name of Contracting Institution</i>	<i>Name of Supplier</i>
--	-------------------------

A. By submission of this offer, the Bidder certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this Invitation for Bid:

- 1) The prices in this offer 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;
- 2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of this advertised bid directly or indirectly to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the supplier certifies that:

- 1) He or she is the person in the vendor's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A. 1) through A. 3) above; or
- 2) He or she is not the person in the vendor's organization responsible within the 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 A. 1) through A. 3) 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 A. 1) through A. (3) above.

<i>Signature of Bidder's Authorized Representative</i>	<i>Title</i>	<i>Date (MM/DD/YY)</i>
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**In accepting this offer, the Contracting Institution certifies that their officers, employees or agents have not taken any action, which may have jeopardized the independence of the offer referred to above.**

<i>Signature of Authorized Contracting Institution Representative</i>	<i>Title</i>	<i>Date (MM/DD/YY)</i>
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**Note: Accepting a Bidder's offer does not constitute award of the contract.**

## ATTACHMENT 1 – SITE INFORMATION LIST

### Bidder's please following instructions for completion of Schedule A: Site Information List

- 1) Enter contracting institution's name in the upper left corner, and complete all header information.
- 2) Use correct street address for all sites listed.
- 3) Under columns (1) and (2), enter the beginning and ending dates for food delivery at each site.
- 4) Under column (3), enter the total number of days deliveries are made at each site.
- 5) Enter in column (5) beside the appropriate meal type, the average number of each type of meal that is estimated to be served each day at the site. For example, if a site plans to serve 20,000 lunches for 320 days, then the average is 62.5 (20,000 / 320). Do not insert the maximum number that will be served on a particular day.
- 6) Enter in column (6) the delivery time(s)\*.

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

- 7) **BIDDER MUST ADD INITIALS** to the right of "INT:" for each site listed, to affirm that delivery can be made as requested based on information provided in Schedule A.

## Schedule A: Site Information List

Contracting Institution's Name				Contact Person		Phone Number	
Street Address				City		State	Zip Code
SITE Name/Address/Phone/Contact Person		Begin Date (1)	End Date (2)	Total Days of Operation (3)	Meal Type (4)	Average Meals/Day (5)	Delivery Time (6)
					Breakfast		
					AM Snack		
					Lunch		
					PM Snack		
					Supper		
INT:							
SITE Name/Address/Phone/Contact Person		Begin Date (1)	End Date (2)	Total Days of Operation (3)	Meal Type (4)	Average Meals/Day (5)	Delivery Time (6)
					Breakfast		
					AM Snack		
					Lunch		
					PM Snack		
					Supper		
INT:							
SITE Name/Address/Phone/Contact Person		Begin Date (1)	End Date (2)	Total Days of Operation (3)	Meal Type (4)	Average Meals/Day (5)	Delivery Time (6)
					Breakfast		
					AM Snack		
					Lunch		
					PM Snack		
					Supper		
INT:							
SITE Name/Address/Phone/Contact Person		Begin Date (1)	End Date (2)	Total Days of Operation (3)	Meal Type (4)	Average Meals/Day (5)	Delivery Time (6)
					Breakfast		
					AM Snack		
					Lunch		
					PM Snack		
					Supper		
INT:							
SITE Name/Address/Phone/Contact Person		Begin Date (1)	End Date (2)	Total Days of Operation (3)	Meal Type (4)	Average Meals/Day (5)	Delivery Time (6)
					Breakfast		
					AM Snack		
					Lunch		
					PM Snack		
					Supper		
INT:							

**ATTACHMENT 2 – CONTRACTING INSTITUTION MENU**

**CONTRACTING INSTITUTION MAY ATTACH A MENU CYCLE FOR EACH SITE**

## ATTACHMENT 3 – USDA MEAL PATTERNS

### Infant Meal Pattern

Breakfast	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk <sup>1</sup> or formula <sup>2</sup>	6-8 fluid ounces breastmilk <sup>1</sup> or formula <sup>2</sup> ; and  0-4 tablespoons infant cereal <sup>2,3</sup> meat, fish, poultry, whole egg, cooked dry beans, or cooked dry peas; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-4 ounces or ½cup of yogurt <sup>4</sup> ; or a combination of the above <sup>5</sup> ; and  0-2 tablespoons vegetable or fruit or a combination of both <sup>5,6</sup>

<sup>1</sup> Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

<sup>2</sup> Infant formula and dry infant cereal must be iron-fortified.

<sup>3</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

<sup>4</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>5</sup> A serving of this component is required when the infant is developmentally ready to accept it.

<sup>6</sup> Fruit and vegetable juices must not be served.

## Infant Meal Pattern

Snack	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk <sup>1</sup> or formula <sup>2</sup>	2-4 fluid ounces breastmilk <sup>1</sup> or formula <sup>2</sup> ; and  0-½ slice bread <sup>3,4</sup> ; or 0-2 crackers <sup>3,4</sup> ; or 0-4 tablespoons infant cereal <sup>2,3,4</sup> or ready-to-eat breakfast cereal <sup>3,4,5,6</sup> ; and  0-2 tablespoons vegetable or fruit, or a combination of both <sup>6,7</sup>

<sup>1</sup> Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

<sup>2</sup> Infant formula and dry infant cereal must be iron-fortified.

<sup>3</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

<sup>4</sup> A serving of grains must be whole grain-rich, enriched meal, or enriched flour.

<sup>5</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

<sup>6</sup> A serving of this component is required when the infant is developmentally ready to accept it.

<sup>7</sup> Fruit and vegetable juices must not be served.

## Infant Meal Pattern

Lunch and Supper	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk <sup>1</sup> or formula <sup>2</sup>	<p>6-8 fluid ounces breastmilk<sup>1</sup> or formula<sup>2</sup>; and</p> <p>0-4 tablespoons infant cereal<sup>2,3</sup> meat, fish, poultry, whole egg, cooked dry beans, or cooked dry peas; or</p> <p>0-2 ounces of cheese; or</p> <p>0-4 ounces (volume) of cottage cheese; or</p> <p>0-4 ounces or ½cup of yogurt<sup>4</sup>; or a combination of the above<sup>5</sup>; and</p> <p>0-2 tablespoons vegetable or fruit or a combination of both<sup>5,6</sup></p>

<sup>1</sup>Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

<sup>2</sup>Infant formula and dry infant cereal must be iron-fortified.

<sup>3</sup>Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

<sup>4</sup>Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>5</sup>A serving of this component is required when the infant is developmentally ready to accept it.

<sup>6</sup>Fruit and vegetable juices must not be served.

## CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (at-risk afterschool programs and emergency shelters)
Fluid Milk <sup>3</sup>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both <sup>4</sup>	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq) <sup>5,6,7</sup>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>8</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>8,9</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅓ cup	⅓ cup	¼ cup	¼ cup

<sup>1</sup> Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

<sup>2</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

<sup>3</sup> Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

<sup>4</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>5</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

<sup>6</sup> Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

<sup>7</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

<sup>8</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

<sup>9</sup> Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¼ cup for children ages 6-12.

## CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (at-risk afterschool programs and emergency shelters)
Fluid Milk <sup>3</sup>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products <sup>4</sup>	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	¾ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened <sup>5</sup>	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables <sup>6</sup>	½ cup	¼ cup	½ cup	½ cup
Fruits <sup>6,7</sup>	½ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq) <sup>8,9</sup>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>10</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

<sup>1</sup> Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

<sup>2</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

<sup>3</sup> Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

<sup>5</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>6</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>7</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

<sup>8</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

<sup>9</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

<sup>10</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

## CHILD MEAL PATTERN

Snack (Select two of the five components for a reimbursable snack)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (at-risk afterschool programs and emergency shelters)
Fluid Milk <sup>3</sup>	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products <sup>4</sup>	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	½ cup	½ cup	¾ cup	¾ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened <sup>5</sup>	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables <sup>6</sup>	½ cup	½ cup	¾ cup	¾ cup
Fruits <sup>6</sup>	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq) <sup>7,8</sup>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>9</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>9,10</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	½ cup	½ cup	¾ cup	¾ cup

<sup>1</sup> Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

<sup>2</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

<sup>3</sup> Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

<sup>5</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>6</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>7</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

<sup>8</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

<sup>9</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

<sup>10</sup> Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ½ cup for children ages 6-12.

## ADULT MEAL PATTERN

<b>Breakfast</b> (Select all three components for a reimbursable meal)	
Food Components and Food Items <sup>1</sup>	Minimum Quantities
Fluid Milk <sup>2</sup>	8 fluid ounces
Vegetables, fruits, or portions of both <sup>3</sup>	½ cup
Grains (oz eq) <sup>4,5,6</sup>	
Whole grain-rich or enriched bread	2 slices
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	2 servings
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>7</sup> , cereal grain, and/or pasta	1 cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>7,8</sup>	
Flakes or rounds	2 cups
Puffed cereal	2 ½ cups
Granola	½ cup

<sup>1</sup> Must serve all three components for a reimbursable meal. Offer versus serve is an option for adult participants.

<sup>2</sup> Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk. Six ounces (weight) or ¾ cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

<sup>3</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>4</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

<sup>5</sup> Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

<sup>6</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

<sup>7</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

<sup>8</sup> Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is 1 ½ cups for adults.

## ADULT MEAL PATTERN

<b>Lunch and Supper</b> <b>(Select all five components for a reimbursable meal)</b>	
Food Components and Food Items <sup>1</sup>	Minimum Quantities
Fluid Milk <sup>2,3</sup>	8 fluid ounces
Meat/meat alternates	
Lean meat, poultry, or fish	2 ounces
Tofu, soy product, or alternate protein product <sup>4</sup>	2 ounces
Cheese	2 ounces
Large egg	1
Cooked dry beans or peas	½ cup
Peanut butter or soy nut butter or another nut or seed butter	4 tbsps
Yogurt, plain or flavored, sweetened or unsweetened <sup>5</sup>	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	1 ounce = 50%
Vegetables <sup>6</sup>	½ cup
Fruits <sup>6,7</sup>	½ cup
Grains (oz eq) <sup>8,9</sup>	
Whole grain-rich or enriched bread	2 slices
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	2 servings
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>10</sup> , cereal grain, and/or pasta	1 cup

<sup>1</sup> Must serve all five components for a reimbursable meal. Offer versus serve is an option for adult participants.

<sup>2</sup> Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk. Six ounces (weight) or ¾ cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

<sup>3</sup> A serving of fluid milk is optional for suppers served to adult participants.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

<sup>5</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>6</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>7</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

<sup>8</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

<sup>9</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

<sup>10</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

## ADULT MEAL PATTERN

Snack (Select two of the five components for a reimbursable meal)	
Food Components and Food Items <sup>1</sup>	Minimum Quantities
Fluid Milk <sup>2</sup>	8 fluid ounces
Meat/meat alternates	
Lean meat, poultry, or fish	1 ounce
Tofu, soy product, or alternate protein product <sup>3</sup>	1 ounce
Cheese	1 ounce
Large egg	½
Cooked dry beans or peas	¼ cup
Peanut butter or soy nut butter or another nut or seed butter	2 tbsp
Yogurt, plain or flavored, sweetened or unsweetened <sup>4</sup>	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	1 ounce
Vegetables <sup>5</sup>	½ cup
Fruits <sup>5</sup>	½ cup
Grains (oz eq) <sup>6,7</sup>	
Whole grain-rich or enriched bread	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>8</sup> , cereal grain, and/or pasta	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>8,9</sup>	
Flakes or rounds	1 cup
Puffed cereal	1 ¼ cup
Granola	¾ cup

<sup>1</sup>Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

<sup>2</sup>Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk. Six ounces (weight) or ¾ cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

<sup>3</sup>Alternate protein products must meet the requirements in Appendix A to Part 226.

<sup>4</sup>Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>5</sup>Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>6</sup>At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

<sup>7</sup>Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

<sup>8</sup>Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

<sup>9</sup>Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is 1 ¼ cups for adults.

## **Attachment 4**

### **Civil Rights Assurance Statement**

This Vendor/Contractor/Subrecipient] hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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 Program applicant 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 Vendor/Contractor/Subrecipient] agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel 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 Vendor/Contractor/Subrecipient], 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 behalf of this agency.

By signing below, both the Contracting Institution and the Bidder execute Acknowledgement and Compliance with the above Civil Rights Assurances.

<b>Signature of Contracting Institution and Date</b>	<b>Signature of Name of Vendor/Contractor and Date</b>
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**ATTACHMENT 5**  
**Contracting Institution Contract Checklist Review**

- ☐ Review SECTION B – General Instructions to Bidders
- ☐ Page 4 – #7, Bid Bond Requirement - Insert Bid Bond Percentage (Optional)
- ☐ Page 4 – #8, Performance Bond Requirements – Insert Performance Bond Percentage (Only if Bid Bond Required)
- ☐ Page 6 – #26, Select how contract will be awarded
- ☐ Page 7 – Complete contract term and select applicable price adjustment
- ☐ Page 7 – Complete Contract Modification Percentage
- ☐ Page 8 – SECTION C – Bidder and Contracting Institution Information
- ☐ Page 9 – Bidder Evaluation – Select applicable options
- ☐ Page 10 – Fill in the blanks under Meal Orders
- ☐ Page 12 – Complete Bid Sheet Columns B and C
- ☐ Review SECTION D – General Terms and Conditions
- ☐ Page 14 – Fill in the blank under Delivery Requirements
- ☐ Page 15 – Fill in the blank under Method of Payment
- ☐ Page 15 – Fill in the blank under Performance Bond Requirement
- ☐ Page 17 – Fill in the blanks under Emergencies
- ☐ Page 18 – Check if your organization does or does not have any miscellaneous circumstances
- ☐ Page 19/20 – Check whether or not each provision applies to the contract
- ☐ Page 20 – List any miscellaneous circumstances (if any)
- ☐ Page 23 – Complete and Sign Standard Codes of Conduct Certification – Mandatory Form B
- ☐ Page 24 – Complete Certificate of Independent Price Determination – Mandatory Form C (Name of Contracting Institution Only)
- ☐ Page 26 – Complete Schedule A – Site Information List
- ☐ Page 27 – Attach Menu (if applicable)
- ☐ Page 27 – Attach Menu (if applicable)
- ☐ Page 40 – Civil Rights Assurance Statement

**ATTACHMENT 6**  
**Bidder Contract Checklist Review**

- ☐ Page 4 – SECTION B – Review all General Instructions to Bidders
- ☐ Page 8 – SECTION C – Complete Part C
- ☐ Page 12 – Complete Columns D and E
- ☐ Page 13 – Sign Bid Acceptance Sheet
- ☐ Page 20 – Review Miscellaneous Circumstances
- ☐ Page 21 – Complete Debarment Certification
- ☐ Page 24 – Sign Certificate of Independent Price Determination – Mandatory Form C
- ☐ Page 26 – Initial next to applicable sites in Schedule A- Site Information List