
Invitation for Bid and Contract with Food Vendor Company for the SFSP

This packet contains the prototype Invitation for Bid and Contract with Vendors and/or Contractors. 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.decal.ga.gov in the Nutrition section under SFSP forms.

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, audiotope, 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

This institution is an equal opportunity provider.

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SECTION A
Procurement Objective & Intent

This document contains an invitation for vendors and/or contractors supplying goods to bid on individual food and/or non-food items to be 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 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.

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) 225.17, 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. **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.
7. **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.
8. **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.

9. **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.
10. **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.
11. **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.

AWARD NOTIFICATION

12. The contract will be awarded to the responsible bidder whose bid conforms to the specifications of the IFB.
13. All non-responsive bids will be rejected.
14. 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.
15. 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.
16. The award of the contract will be made as indicated below:
 - At Bid Opening
 - Upon the approval or ratification by officials of the contracting institution

SECTION B
Contract Term

The supplier agrees to deliver food and non-food products and milk ordered to the locations as set out in Attachment 1 and must be subjected to the terms and conditions of this solicitation.

All food and non-food and milk ordered (if applicable) must meet or exceed the Program requirements of 7 CFR 225.16.

The supplier shall furnish food, non-food, and milk products 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>		<i>Contact Person</i>		<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 (PART I)

Bidders are asked to submit prices in accordance with the product list of food, non-food, and milk items meeting the contract specifications.

I. **Evaluation of Bids** will be performed as follows (The Contracting Institution should indicate which evaluation method will be used to award.)

Bottom Line – Determine the grand total bid for each bidder by totaling the bids for all food, non-food, and milk products ordered. Calculations must be verified.

Line Item – Determine the lowest bid by line item. Calculations must be verified.

II. Pricing shall be on the product list of food, non-food, and milk provided to bidder by Contracting Institution. All bidders must submit bids on the same product list provided by the Contracting Institution. Deviation from this shall be permitted only upon authorization of the Contracting Institution. Bid price must include the price of the food, non-food, and milk items. The unit prices of each item which the Bidder agrees to furnish must be written in ink or typed in the blank space provided.

Contractor will be paid at the 100% cost rate during the payment period specified by bottom line or line item. See Section C.I. above. The Contracting Institution must indicate in Section D(4) Method of Payment.

E. Price of Goods: Bidder to enter cost of goods based on specification sheet.

<i>BIDDER COMPLETES THIS CHART</i>	Totals		Totals
<i>Food Only</i>	\$	<i>Nonfood items only</i>	\$
<i>Milk Only</i>	\$	<i>All food items</i>	\$
<i>Bread Only</i>	\$	<i>Food and Non-Food</i>	\$
		TOTAL OF ALL ITEMS	\$

SECTION C
Bid Evaluation (PART II)

Bidders will be evaluated on the following factors. The Contracting Institution will indicate what additional information for each letter, will be used in the evaluation process. Bidders that do not meet the criteria below may be rejected as non-responsive and will not be considered for award.

A. FINANCIAL CAPABILITY

Financial capability to perform a contract of the scope required by attesting that the bidder is not debarred or suspended (See Mandatory Form A) and by:

- 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.

B. ADEQUACY OF FACILITIES

Adequacy of facilities for food and vendors of bulk cooked food items, with approved license certifications that all facilities meet all applicable State and local health, safety, and sanitation standards by submitting the health and safety permit for facilities/warehouses where products originate.

C. PERFORMANCE

- I. Previous experience of the bidder in performing actions similar in nature and scope by:
Submitting _____ references (***contracting institution inserts number no less than 2**) from previous/current customers. Please provide on a separate page of contact names, address, and contract information.
- II. Confirming transportation capability by agreeing to deliver to sites listed (per Schedule A – Site information list). Contracting Institution may require supplier to document sanitation and proper packaging and/or documenting temperature control during transport.

Food Orders: The Contracting Institution will order food, non-food, and milk on _____ (****insert day**) of the week preceding the week of delivery. The contracting institution reserves the right to increase or decrease the amount of food ordered on a _____ (****contracting institution inserts appropriate number**) hour notice or less if mutually agreed upon the parties of this contract.

Delivery Change Procedures: Orders will be delivered on a weekly basis in accordance with the weekly product listing provided by the centers indicated in Schedule A – Site Delivery List.

Non-Compliance or Non-Performance: The Contracting Institution reserves the right to inspect and determine the quality of food delivered and reject and products which do not comply with the requirements and specifications of the contract. The Contractor will not be paid for unauthorized products delivered. Products will be rejected if they do not comply with the specifications. The Contracting Institution or inspecting agency shall notify the contractor in writing and return products rejected and the reasons for rejection. In cases of nonperformance or

noncompliance on the part of the Contractor, the company shall pay the Contracting Institution for any excess costs which the sponsor may incur by obtaining meals from another source.

Packaging: Products shall be delivered according to the items indicated on the individual pre-school center product listing with appropriate food, nonfood, and milk items.

A) Food Transport

Milk and Food are to be stored and transported in accordance with State and local health standards.

B) Food Specifications

All food on the product list must meet the food specifications and quality standards. All meat and meat products ordered by the Contracting Institution shall have been slaughtered, processed, and manufactured in plants inspected under USDA approved inspection programs 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 milk...All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk." Milk delivered hereunder shall conform to these specifications.

Bid Specifications and Bidding Sheet

The Contracting Institution shall include instructions and a product list for pricing of food, non-food, and/or milk items. An area should be designated brand name equivalent items.

Bid Acceptance

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.

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

END OF SECTION C

SECTION D
General Terms and Conditions

1. DELIVERY REQUIREMENTS

- A. Delivery shall be made by the supplier to each contracting institution site(s) in accordance with the specifications listed in Attachment 1 – Site Information list.

Deliveries will be made (**contracting institution must circle one**): *Bi-weekly,* *weekly,* *monthly,* unloaded, and placed in the designated site by the suppliers' personnel at the specified location(s).

- B. The contractor shall be responsible for delivery of all food, non-food, and milk products. Adequate refrigeration shall be provided in clean vehicles during delivery or all food, non-food, and milk to ensure the wholesomeness of products at delivery in accordance with State and 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 contracting institution reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Attachment 1. The contracting institution shall notify the supplier by providing an amendment to Attachment 1, or all site(s) which are approved, cancelled, or terminated subsequent to acceptance of this contract. Such an amendment shall be provided within _____ business days (**contracting institution insert number of days**).

2. SUPERVISION AND INSPECTION

The supplier shall maintain quality control inspections to check for quality of products, appearance, and packaging.

3. RECORDKEEPING REQUIREMENTS

The contracting institution is required to meet all of the federally funded program and State agency reporting requirements. Therefore, the following recordkeeping documents must be maintained.

- A. Invoices must be prepared by the supplier and provided to the contracting institution individual site(s) on a monthly basis.
- B. The supplier shall submit records of all costs incurred in the sponsor's food service operation in sufficient time to allow the contracting institution to prepare and submit the claim for reimbursement to meet the 60-day submission deadline.
- C. Invoices must show itemized products and quantity ordered as well as unit cost for every item reflected on the invoice. contracting institution site(s) and/or designee(s) of the institution site(s) shall check adequacy of delivery before signing the delivery ticket. Invoices shall be accepted by the site(s) only if signed by the institution's designee at the site. Time of delivery should be noted on the delivery ticket.
- D. The supplier shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
- E. The contracting institution shall provide, upon request, to representatives of Bright from the Start, U.S. Department of Agriculture, and/or comptroller General of the

United States sufficient access to 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) to determine contract compliance.

- F. All contracting institution books and records must be retained for a period of three years plus the current fiscal year of the date of submission of the final claim for reimbursement, the date that the final payment is made under the contract, or contract conclusion, or longer if the following apply, until resolution of any contract disputes, investigation and/or review findings, or audit by representatives of Bright from the Start, the U.S. Department of Agriculture, the Institution and the comptroller general of the United States if matters are pending beyond the normal Federal record retention period.
- G. For renewal contracts, records of the initial procurement must be maintained for a three-year period or throughout the term of the contract, whichever is longer.

Note: If upon an audit, investigation or other review it is determined that meals served and/or purchased as outlined in this contract cannot be validated due to lack of Program supporting records and/or lack of Program integrity on the part of the either or both parties (contracting institution and awarded contractor/vendor), meals could potentially be reclaimed, costs disallowed, and future payments could potentially be disrupted or prohibited by the State agency (see also [2 CFR 200.318 \(a\),\(b\),\(c\)](#), [2 CFR 200.339](#), [7 CFR 225.11\(e\)\(2\)](#), [7 CFR 225.12\(a\)](#), [7 CFR 225.9\(d\)\(12\)](#), [7 CFR 225.15\(c\)\(1\)](#), [7 CFR 225.6\(l\)\(2\)\(vi\)\(iv\),\(vi\),\(viii\)](#)).

4. METHOD OF PAYMENT

The supplier shall submit its itemized invoices to the contracting institution (***contracting institution must circle one**): ***Bi-weekly, weekly, monthly*** in compliance with 7 CFR Section 225.6(h)(2)(iv) of the SFSP regulations. The supplier shall be paid by the contracting institution for all food, non-food, and milk delivered in accordance with this contract and SFSP regulations. However, neither the USDA nor the State Agency assumes any liability for payment of differences between the supplier and the contracting institution that are eligible for reimbursement.

5. INSPECTION OF FACILITY

- A. The contracting institution, Bright from the Start, and USDA reserve the right to inspect the supplier's facilities without notice at any time during the contract period.
- B. The suppliers' facilities shall be subject to periodic inspections by the State and local health departments or any other agency designated to inspect the condition and quality of food and/or milk provided for the State. This will be accomplished in accordance with USDA regulations.
- C. The suppliers' facilities and delivery vehicles must be inspected by local health departments or the like, to determine that supplier meets all Food and Drug Administration (FDA) and USDA guidelines for health and safety. Supplier will notify the contracting institution in writing, according to governing regulations, or within (10) business days, whichever is less, of a determination that it has failed to maintain a satisfactory status with its governing authorities.

6. AVAILABILITY OF FUNDS

The contracting institution 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 contracting institution shall be responsible for products that have been already been assembled and delivered in accordance with this contract.

7. EMERGENCIES

- A. In the event of unforeseen emergency circumstances, the supplier shall immediately notify the contracting institution of the following:
1. The impossibility of scheduled delivery;
 2. Shortage or unavailable contract item(s);
 3. The circumstance(s) precluding delivery; and
 4. A statement whether or not succeeding deliveries will be affected
- B. No payment shall be made for products not received that were included on the contracting institution site(s) product listing order form.

8. TERMINATION

- A. The Contracting Institution reserves the right to terminate this contract for cause or convenience if the supplier fails to comply with any of the requirements, terms and conditions of this contract. The institution shall notify the supplier, if applicable, via certified mail, return receipt, with up to _____ days written notification (**contracting institution inserts number of days not to exceed 60**) of specific instances of non-compliance.
- B. The Contracting Institution reserves the right to terminate this contract if and when the supplier is incapable of fulfilling the requirements of this contract. When the circumstances cannot be resolved by the supplier within a reasonable and timely manner, the Sponsor may terminate the right of the supplier to proceed under this contract for cause or convenience with up to _____ **days*(contracting institution inserts number of days not to exceed 60)**. The Contracting Institution shall notify the supplier and if applicable, the supplier shall be liable for any damages incurred by the contracting institution. Prior to termination, the contracting institution shall contact the State Agency or USDA FNS Regional Office concerning procedures for conducting a re-procurement action.
- C. The Contracting Institution may, by written notice to the contractor, terminate the right of the supplier to proceed under this contract for cause or convenience with up to _____ **days notification *(contracting institution inserts number of days not to exceed 60)** if it is found by the contracting institution that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the supplier to any officer or employee of the contracting institution with a view toward securing a contractor securing favorable treatment with respect to the awarding or amending the contract; provided that the existence of the facts upon which the Institution makes such findings shall be in issue and may be reviewed by any competent court.
- D. The contract may be terminated for convenience and the terminating party is not required to provide any reason for terminating the contract other than its own convenience. The terminating party must provide the other contract party _____ ***(contracting institution must insert number of days not to exceed 60)** business days written notice in order to terminate the contract for convenience.
- E. In the event this contract is terminated as provided in paragraph (B) hereof, the contracting institution shall be entitled (a) to pursue the same remedies against the

contractor as it could pursue in the event of a breach of the contract by the contractor, and (b) to receive a penalty from the contractor in addition to any other damages in an amount which shall be not less than three or more than ten times the cost incurred by the supplier in providing any such gratuities to any such officer of employee.

F. The rights and remedies of the contracting institution 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.

9. BREACH OF CONTRACT

In the event of a breach of contract by either party, either party may take administrative, contractual, and legal remedies. The following remedies, procedures, and timeframes will be followed (contracting institution should provide specific breaches and actions that will be taken for breach of contract. Add and refer to additional pages, or an attachment if needed).

10. SUBCONTRACTORS AND ASSIGNMENTS

The supplier shall not subcontract for the food, non-food, and milk product; and shall not assign, without the advance written consent of the contracting institution, this contract or any interest therein.

11. BUY AMERICAN PROVISION

The supplier shall comply with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 that requires institutions participating in child nutrition programs to the maximum extent practicable, purchase domestic commodities or products for use in meals. The legislation defines “domestic commodity or product” as one where over 51 percent of the final processed product consists of agricultural commodities that were grown in the United States.

12. ENERGY POLICY and CONSERVATION ACT

The supplier shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of Georgia’s energy conversation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163; 42 U.S.C. Section 6322) will be met.

13. BONDING REQUIREMENTS

Where applicable, the supplier shall comply with the appropriate bonding requirements, as set forth in § 225.15(m)(5) through (7).

14. MISCELLANEOUS CIRCUMSTANCES

The contracting institution must disclose, if any, special circumstances, or uncommon business practices that are likely to impact or cause any possible fluctuations purchasing patterns. Disclosures must be made on bid specification sheet.

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 above condition does apply
- The above 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 above condition does apply
- The above 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 above condition does apply
- The above 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 above condition does apply
- The above 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 [2 CFR 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

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.

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.

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

**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>
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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 follow 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

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

The meal requirements for the Program are designed to provide nutritious and well-balanced meals to each child. Except as otherwise provided in Section 225.16(b) of the SFSP regulations, the following table presents the minimum requirements for meals served to children in the Program.

BREAKFAST

Milk

Fluid Milk 1 Cup (1/2 Pint)

Vegetables and Fruits

Vegetables and/or fruits or full-strength vegetable or fruit juice ½ Cup

(or an equivalent quantity of any combination of vegetables, fruits and juice) ½ Cup

Bread and Bread Alternates

Bread (whole-grain or enriched) or 1 Slice

Bread Alternates (whole-grain or enriched):
cornbread, biscuits, rolls, muffins, etc or 1 Serving

cooked pasta or noodle products or cooked ½ Cup

cereal grains, such as rice, corn grits, or ½ Cup

bulgur or (whole-grain, enriched, or fortified):
cooked cereal or cereal grains or cold dry cereal ¾ Cup or 1 Ounce

(whichever is less)

(or and equivalent quantity of a combination of bread or bread alternates)

(OPTIONAL) Serve as often as possible:

Meat and Meat Alternates

(See lists under Lunch, or Supper) 1 Ounce

ATTACHMENT 3 – USDA MEAL PATTERNS (PART II)

SNACK (Supplemental Food)

Choose two items from the following four components

Meat and Meat Alternates

Lean meat or poultry or fish or
1 Ounce
(edible portion as served)

Meat Alternates

Cheese or 1 Ounce
Egg or ½ Large
Cooked dry beans or peas or ¼ Cup
Peanut butter or other nut or seed butters or 2 tablespoons
Nuts and/or seeds or 1 Ounce
Yogurt (plain, sweetened, or flavored) 4 Ounce
(or an equivalent quantity of any combination
of meat or meat alternates)

Vegetables and Fruits

Vegetables and/or fruits or ¾ Cup
Full-strength vegetable or fruit juice ¾ Cup
(or an equivalent quantity of any combination
of vegetables, fruits, and juice)
Juices cannot be served with milk

Bread and Bread Alternates

Bread (whole-grain or enriched) or 1 Slice

Bread Alternates (whole-grain or enriched):
cornbread, biscuits, rolls, muffins, etc. or 1 Serving
cooked pasta or noodle products or ½ Cup
cooked cereal grains, such as rice, corn grits,
or bulgar or (whole-grain, enriched, or ½ Cup
fortified): cooked cereal or cereal grains or ¾ Cup or 1 Ounce
cold dry cereal (whichever is less)

(or an equivalent quantity of a combination of
bread or bread alternates)

Milk

Fluid Milk 1 Cup (1/2 Pint)

ATTACHMENT 3 – USDA MEAL PATTERNS (PART III)

LUNCH OR

SUPPER Milk

Fluid Milk 1 Cup (1/2 Pint)

Meat and Meat Alternates

Lean meat or poultry or fish or 2 Ounces
(edible portion as served)

Meat Alternates:

Cheese or 2 Ounces
Ounce egg or 2 Ounce
Large cooked dry beans or peas or ½ Ounce
Cup
Peanut butter or other nut or seed butters or 4 Tablespoons
Nuts and/or seeds or 1 Ounce =
50% * yogurt (plain, sweetened, or flavored) 8 Ounce or 1
Cup (or an equivalent quantity of any
combination of meat or meat alternates)

Vegetables and Fruits

Vegetables and/or fruits (2 or more selections ¾ Cup
for a total of ¾ cups) or
cup full strength vegetable or fruit juice
(or an equivalent quantity of any combination ¾ Cup
of vegetables, fruits, and juice)
Juice may not be counted to meet more than
½ of this requirement.

Bread and Bread Alternates

Bread (whole-grain or enriched) or 1 Slice

Bread Alternates (whole-grain or enriched):

Cornbread, biscuits, rolls, muffins, etc. or 1 Slice
serving cooked pasta or noodle products or ½ Cup
cup cooked cereal grains, such as rice, corn ½ Cup
grits, or bulgur or cup (whole-grain, enriched,
or fortified): cooked cereal or cereal grains or

cold dry cereal ¾ Cup or 1 Ounce (whichever is less)

(or an equivalent quantity of a combination of
bread or bread alternates)

*No more than ½ of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meal alternate to fulfill the requirement.

ATTACHMENT 3 – USDA MEAL PATTERNS (PART III - CONTINUED)

NOTE: The serving sizes of food specified in the meal patterns are minimum amounts. If the administering agency approved the sponsor to serve smaller portion sizes to children under 6 years, the sponsor must meet the meal patterns specified in the Child and Adult Care Food Program (CACFP) regulations. You can obtain copies of these regulations from your State Agency. Children over 6 years old may be served larger portions, but not less than the minimum requirements specified in the Summer Food Service Program (SFSP) regulations. Remember that you do not receive reimbursement for meals that do not meet the minimum Program requirements.

Attachment 4

The [Contracting Institution and Contractor/Vendor] 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).

**Attachment 4
Civil Rights Assurance Statement**

By signing the statement below, the Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, 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 Program applicant 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 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 Program applicant 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 Program applicant, 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 Program applicant.

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

Signature of Contracting Institution and Date	Signature of Contractor/Vendor and Date
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ATTACHMENT 5
Contracting Institution Contract Checklist Review

- Review SECTION B – General Instructions to Bidders
- Page 5 - #16, Select how contract award will be made
- Page 6 – Complete Contract Term and Price Adjustments by filling in blanks
- SECTION C – Bidder and Contracting Institution Information
- Page 7 – Complete Parts A and B
- Page 8 – Select how bid price will be evaluated
- Page 9 – Checkmark and complete all blanks
- Page 11 – Complete Delivery Requirements A and C
- Page 12 – Circle Method of Payment
- Page 13 – Complete Termination Parts B and D
- Page 14 - #13, Disclose (if applicable) miscellaneous circumstances
- Select applicable provisions in SECTION E – General USDA Provisions
- Page 19 – Complete Standard Codes of Conduct Certification – Mandatory Form B
- Page 20 – Sign Certificate of Independent Price Determination – Mandatory Form C
- (AFTER BID ACCEPTANCE)**
- Page 21 – Complete Schedule A: Site Information List
- Page 23 – Attach Menu (if applicable)
- Page 29 – Civil Rights Assurance Statement

ATTACHMENT 6
Bidder Contract Checklist Review

- Review SECTION B – General Instructions to Bidders
- Page 7 – Complete Part C
- Page 8 – Complete Part E – Price of Goods chart
- Page 10 – Sign Bid Acceptance
- Page 17 – Complete Debarment Certification – Mandatory Form A
- Page 20 – Signature for Certificate of Independent Price Determination - Mandatory Form C
- Page 22 – Initial applicable sites in Schedule A: Site Information List