REQUEST FOR PROPOSAL AND CONTRACT

FOR VENDED SCHOOL MEAL SERVICES

Innovation Charter School

Name of Sponsor

Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness
600 South Calhoun Street (H2)
Tallahassee, Florida 32399
Phone: 850/617-7400
Fax: 850/617-7402

www.FreshFromFlorida.com

ADAM H. PUTNAM
COMMISSIONER

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

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

Persons with disabilities, who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

USDA is an equal opportunity provider and employer.

SECTION 1

INSTRUCTIONS TO BIDDERS

1.1 Notice of bid

This Request for Proposal ("RFP") is for the purpose of obtaining responses from caterers and vendors to provide meal services for __Innovation Charter School____ (sponsor) ("SFA"). Meal programs will include the United States Department of Agriculture ("USDA") National School Lunch Program and/or the School Breakfast Program. _Innovation Charter School_____ (sponsor) is a _____public_____ (public, private, etc.) school located in __Pompano Beach, Florida. The goal of the Food Service Program is to educate on nutrition and offer healthy food options.

1.2 Bid Submission

Responses should address each of the requirements set forth in this RFP. Please provide the requested information no later than ___12pm___ (time) AM/PM EST on **_7/10/18_____** (date) to the address below. Responses will be publicly opened at _12pm___ (time) AM/PM EST on **_7/10/18____** (date) to be evaluated per the criteria specified in subsection 1.4, below.

_Innovation Charter School___ (Sponsor name)

___Food Service _____ (Department)

_Colleen Applegate_____ (Contact person)

600 SW 3rd Street, Ste 1400 (Address)

_Pompano Beach, FL 33060__ (City, State, Zip)

1.3 Timeline

- ___6/12/18_____, bid available to public
- ____6/25/18_____, bid questions due
- _____6/27/18_____, bid questions answered by publishing Addendum 1, if applicable
- _____7/10/18_____, bid submissions due by __10___ (time) EST
- _____7/11/18_____, bid submissions publicly opened
- _____7/11/18_____, SFA review of bids
- _____7/11/18_____, SFA recommendation to FDACS and FDACS review
- _____7/16/18_____, contract award
- _____8/15/18_____, awarded Vendor begins service

1.4 Evaluation Criteria

Proposals received will be reviewed to ensure all material have been submitted as specified in this RFP. The evaluation of proposals will be conducted in accordance with the below criteria. Contract award decision will be made based on the vendor that attains the greatest overall proposal score. 25 points price, 20 points taste test, 20 points experience, 10 points references, 10 points customer service and communication, 10 points quality of service.

Bid Attachments

1. Location of school(s) – Exhibit A
2. Approved 21-day cycle menu – Exhibit B
3. Menu Planning Approach Guidelines – Exhibit C
4. 2017/2018 School Calendar – Exhibit D
5. Drug-Free Workplace Program Bidder Certification
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
7. Certification Regarding Lobbying
8. Disclosure of Lobbying Activities
9. Bid Summary

1.5 Questions and Site Visits

Questions concerning this RFP and requests for a site visit can be submitted in writing via email to colleenapplegate@innovationcharter.net or via phone at (954) 715-1777. All responses to questions received will be made in writing on 6/27/18 and sent to all potential vendors.

1.6 Addenda

Revisions which modify the RFP documents, by addition, deletions, clarifications or corrections will be issued in writing prior to the opening of bids.

SECTION 2
GENERAL CONDITIONS

2.1 Bids shall be submitted on the forms provided with these specifications. Bids shall be in a sealed envelope properly marked with the title of the bid, date and time of opening, and delivered to the address provided in subsection 1.2 no later than the time and date specified. All certifications contained herein must be signed and submitted with the bid.

2.2 Bid Deadline

The original copy of a vendor's bid must be received at the address provided in subsection 1.2 no later than the time and date specified. The original will be date and time stamped upon receipt. Bids received after the time and date specified in subsection 1.2 will result in rejection of the bid.

2.3 Rejection of Bid

Bids that do not conform to the requirements of this RFP shall be rejected.
Bids may be rejected for reasons that include, but are not limited to, the following:

a. The bid was received after the submission deadline;
b. The bid was not signed by an authorized representative of the vendor;
c. The bid contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP;
d. The bid was incomplete or contained significant inconsistencies or inaccuracies

2.4 Errors or Omissions

If SFA determines that a bid contains a minor irregularity or an error, such as a transposition, extension or footing error in figures that are presented, SFA may provide the vendor an opportunity to correct the error. Information that is required to be included in the bid and is inadvertently omitted shall not be accepted under this error correction provision. All information required to be included in a bid must be received by the date and time that bids are due. SFA reserves the right to seek clarification from a vendor of any information contained in the bid.

2.5 Deviations or Exceptions

Deviations or exceptions to the specifications provided in this RFP will not be considered.

2.6 Specifications and Conditions

By submitting a response to this RFP vendors are acknowledging that they have read the specifications and conditions provided in the RFP and that their bid is made in accordance with the provisions of such specifications. Vendors further agree to deliver services that meet or exceed specifications provided in the RFP should they be awarded a contract for services.

2.7 Withdrawal of Bid

Requests for withdrawal of a bid may be considered if such request is received in writing within 72 hours after the bid opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor. If a request for withdrawal is not received, a vendor shall be legally responsible for fulfilling all requirements of its bid if it is accepted.

2.8 Bid Modifications

Requests for modifications of a bid may be considered if such request is received in writing within 72 hours after the bid opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor. If a request for modification is not received, a vendor shall be legally responsible for fulfilling all requirements of its bid if it is accepted.

2.9 Prohibition of Gratuities

By submission of a bid, a vendor certifies that no employee of SFA has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

2.10 Vendor Research

SFA reserves the right to research any vendor submitting a bid in response to this RFP to ensure the vendor's ability to perform the services as specified.

2.11 Conditions for Acceptance

Vendors must submit a bid meeting the requirements of the RFP to include the required attachments and certifications signed by the authorized official

2.12 Bid computation method

Estimated totals must be carried out to the second decimal place and must not be rounded.

2.13 Bid bond requirements (optional)

_____

_____

2.14 Performance bond requirements (optional)

_____

_____

2.15 Protest of the RFP

Any adversely affected person who desires to file a formal protest to this RFP must do so in accordance under chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

2.16 Indemnification (optional)

_____

_____

2.17 Copyrights

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 2 C.F.R Appendix II to Part 200

2.18 Patents

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 2 C.F.R Appendix II to Part 200

2.19 Confidentiality (optional)

_____

_____

_____

2.20 Federal Debarment Certification

The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85,sections 85.105 and 85.110-(ed80-0013).

(1) The prospective lower tier ($25,000) participant certifies, by submission and of this bid, 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.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

2.21 Public Entity Crimes Certification

A person or affiliate who has been place on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entities, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.22 Drug Free Workplace Certification

In accordance with Florida Statute 287.087, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by a school food authority for the procurement of commodities or contractual services, a reply received from a business which

certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

SECTION 3
SCOPE

3.1 The VENDOR shall provide the type of food service at sites as specified on Exhibit A for approximately _180__ days. The SFA may add or remove sites and/or meal periods for programs covered by this contract from Exhibit A at any time during the period of the contract unless the addition or removal of sites and/or meal periods creates a material or substantive contract change.

3.2 The SFA reserves the right to maintain, add to, and/or remove present food and beverage vending machines in its facilities.

3.3 The VENDOR shall be an independent contractor and not an employee of the SFA. The employees of the vendor shall be considered solely employees of the vendor and shall not be considered employees or agents of the SFA in any fashion.

3.4 The VENDOR shall provide food service in compliance with the rules and regulations of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs.

SECTION 4
SCHOOL FOOD AUTHORITY RESPONSIBILITIES

4.1 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA. The SFA must authorize any deviations from the approved menu cycle.

4.2 The SFA may request menu changes periodically throughout the contract period and shall inform the vendor of any adjustments to menus and monitor implementation of adjustments.

4.3 The SFA orders meals on a __daily____ (specify daily, weekly, etc.) basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a twenty-four hour notice to the vendor.

4.4 The SFA shall ensure the food service is in conformance with its *Permanent Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*.

4.5 The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.

4.6 The SFA shall ensure USDA Foods received for use by the SFA and made available to the VENDOR are utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.

4.7 The SFA shall maintain and visibly post applicable health certification and assure all state and local regulations are met where meals are served at the SFA facilities.

4.8 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.

SECTION 5
VENDOR RESPONSIBILITIES

5.1 The VENDOR shall provide its services hereunder at all times in accordance with generally accepted standards of care and best practices in the industry.

5.2 The VENDOR shall deliver meals as requested by the SFA to sites at the specified locations at the times listed on Exhibit A or as designated by the SFA.

5.3 The VENDOR shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA on Exhibit B for the first 21 days of meal service. Thereafter, changes in the menu(s) may be made with prior approval of the SFA. The meals must meet the Food-Based Menu Planning Approach as designated herein by the SFA for each Term of the Contract and all subsequent renewals, if applicable. Meals must meet or exceed the calories and meet the nutrient standards for National School Lunch, School Breakfast, and/or summer meals programs for the age/grade groups of school children and as listed in Exhibit C.

5.4 The serving sizes provided by the SFA on the 21-day cycle menu(s) are, in most cases, based on the required minimum serving sizes stated in Exhibit C. If the serving sizes for the food items indicated on the menu(s) do not meet the required weekly calorie and nutrient standards as stated in Exhibit C, the vendor must increase serving sizes and/or provide additional food items as necessary to meet the calorie and nutrient standards without altering the 21-day cycle menu(s). Serving sizes may not be decreased unless otherwise stated in this *Invitation to Bid and Contract*. The vendor shall provide the menu cycle to the SFA ten days prior to the month it begins.

5.5 The VENDOR shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels in the National School Lunch, School Breakfast, and/or Summer Food Service Program meals, as applicable.

5.6 The VENDOR is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. § 15b when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, USDA. In the case of a student with disabilities, the statement must be signed by a medical doctor. For students without disabilities, the statement must be signed by a recognized medical authority.

5.7 The vendor shall be responsible for the quality and wholesomeness of meals up to and including delivery to the SFA.

SECTION 6
INVOICING AND PAYMENT

6.1 The Vendor shall submit itemized invoices to the SFA bi-weekly or monthly. Invoices shall specify the number of meals provided to the SFA and the unit price for each meal type.

6.2 The SFA shall pay the Vendor the unit price specified in the Bid Summary times meals provided as specified in the invoice. The SFA shall pay:

6.2.1 According to the time frame as stated on the Vendor's invoice; or

6.2.2 Five (5) business days after receiving Meal Claim Reimbursement; whichever occurs sooner.

6.2.3 No later than forty-one days (41) calendar days of its receipt of the invoice from the Vendor.

6.3 The Vendor shall use the following delinquent payment notification procedures in order to exercise its right to demand payment from the SFA:

6.3.1 For invoices not paid within forty-two (42) calendar days after the SFA received the invoice, the Vendor shall send the SFA a notice letter with a copy of the original invoice attached. The Vendor shall also provide a copy of the notice letter to the FDACS.

6.3.2 When an invoice previously noticed when delinquent forty-two (42) calendar days is still delinquent and not paid in full within sixty-three (63) calendar days after the SFA received the invoice, the Vendor must provide a second letter to the SFA with a copy of the original invoice attached and provide a copy to the FDACS.

6.3.3 The Vendor may suspend service or terminate its contract with the SFA if the SFA has failed to make full and complete payment for any invoice sixty-three (63) or more calendar days after the invoice was received. The Vendor's failure to terminate its contract shall not waive its right to seek payment under appropriate Florida Law and procedures.

SECTION 7
USDA FOODS

7.1 Any USDA Foods received for use by the SFA and made available to the VENDOR shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.

7.2 The VENDOR shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the SFA.

7.3 The VENDOR shall manage all USDA Foods to ensure the foods are utilized in the SFA's food service.

7.4 The VENDOR shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service. Commercially-purchased foods shall not be substituted for these foods.

7.5 The VENDOR shall utilize all other USDA Foods, or substitute commercially-purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, in the SFA's food service.

7.6 The VENDOR shall credit the SFA's monthly bill/invoice the current market value of all USDA foods received during each Contract Term as the foods are used in the SFA's food service. The VENDOR must credit the SFA for all USDA Foods received for use in the SFA's food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.

7.7 Credit issued by the VENDOR to the SFA for USDA foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the FDACS.

7.8 The current value of USDA Foods is based on the information listed on the SFA's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the FDACS.

7.9 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. § 210.9(b)(2).

7.10 At the end of each Contract Term and upon expiration or termination of the Contract, a reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has

been received for the full value of all USDA Foods received by the VENDOR during each Contract Term for use in the SFA's food service.

7.11 The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting the FDACS or processor as applicable.

7.12 The SFA reserves the right to conduct commodity credit audits throughout each Contract Term to ensure compliance with federal regulations 7 C.F.R. Part 210 and Part 250.

7.13 The VENDOR must accept liability for any negligence on their part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA, and shall credit the SFA either monthly or through a fiscal year-end reconciliation.

7.14 The SFA and VENDOR shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and VENDOR cannot agree on end products, the VENDOR shall utilize the USDA Foods in the form furnished by the USDA.

7.15 If the VENDOR acts as an intermediary between a processor and the SFA, the VENDOR shall credit the SFA the current market value of the USDA Foods contained in the processed end products unless the processor is providing such credit to the SFA. Such credit shall be issued to the SFA on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.

7.16 The VENDOR shall not enter into any processing agreements with a processor as required in subpart C of 7 C.F.R. Part 250. The VENDOR shall also not enter into any subcontracts for further processing of USDA Foods.

7.17 The VENDOR shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The VENDOR must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods.

7.18 The SFA, the FDACS, the Auditor General, and the USDA, or their duly authorized representatives, may perform on-site reviews of the VENDOR's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 C.F.R. Part 210 and Part 250.

7.19 The VENDOR shall return all unused USDA ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.

7.20 At the discretion of the SFA, the VENDOR may be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.

7.21 The SFA shall retain title to all USDA Foods provided to the VENDOR for use in the SFA's food service.

7.22 USDA donated foods or processed end products containing USDA donated foods shall not be used for catering or special functions conducted outside of the nonprofit school food service.

SECTION 8
PURCHASES/BUY AMERICAN

8.1 The VENDOR shall retain title of all purchased food and nonfood items.

8.2 The VENDOR shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States.

8.3 The VENDOR shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.

8.4 The VENDOR may substitute commercially-purchased foods for all other USDA Foods received. All commercially-purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.

8.5 The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.

8.6 The VENDOR shall certify the percentage of U.S. content in the products supplied to the SFA.

8.7 The SFA reserves the right to review VENDOR purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. Part 250.

8.8 The VENDOR shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.

SECTION 9
EQUIPMENT

9.1 The Vendor shall provide all equipment to hold and serve the meals.

9.2 The SFA shall repair and service SFA-owned equipment except when damages result from the use of less-than-reasonable care by VENDOR employees as determined by the SFA.

9.3 The VENDOR shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all VENDOR-owned property and equipment.

9.4 The SFA shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the VENDOR.

9.5 The VENDOR shall not remove food preparation or serving equipment owned by the SFA from the SFA's premises.

9.6 The SFA must give prior approval and have final authority for the purchase of equipment used for storage, preparation, serving, or delivery of school meals.

9.7 The VENDOR shall retain title to all VENDOR-owned property and equipment when placed in service.

9.8 Upon expiration or termination of the Contract, it shall be the VENDOR's responsibility to remove all VENDOR-owned property and equipment within a timely manner and without damage to SFA facilities.

9.9 The SFA shall retain title to all SFA-owned property and equipment when placed in service. If the property and/or equipment is amortized through the VENDOR and the Contract expires or is terminated, the SFA can return the property to the VENDOR for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

SECTION 10
INSPECTION OF FACILITY

10.1 The SFA, the FDACS, and the USDA reserve the right to inspect the VENDOR's preparation and storage facilities, and transporting vehicles prior to award of Contract and without notice at any time during each Contract Term, including the right to be present during preparation and delivery of meals.

10.2 The VENDOR must provide meals when requested for periodic inspection by the local or state health department or an independent agency to determine the bacterial levels in the meals served.

SECTION 11
DELIVERY REQUIREMENTS AND NONCOMPLIANCE

11.1 Meals must be delivered in accordance with the approved menu cycle.

11.2 The VENDOR shall provide a delivery slip with the date and the number of meals delivered. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.

11.3 Meals must be delivered in closed-topped, sanitary vehicles.

11.4 Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.

11.5 When an emergency prevents the VENDOR from delivering meals, the VENDOR shall notify the SFA-authorized representative or his/her designee immediately by phone indicating the reasons for the need for substitution.

11.6 The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.

11.7 The SFA will obtain meals from other sources if meals are rejected or if an insufficient number of meals is delivered. The SFA will contact the VENDOR immediately regarding the reasons for rejected meals or if an inadequate number of meals delivered. If the VENDOR cannot replace meals in time for meal service, then the SFA can obtain meals from another source and deduct the actual cost of such meals from the monthly bill of the VENDOR. The VENDOR is responsible for the cost of replacement meals.

11.8 The SFA will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed on Exhibit A, or as otherwise stated in this Contract.

SECTION 12
PACKAGING REQUIREMENTS

12.1 Hot meal unit—Packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 350°F (204°C) or higher.

12.2 Hot bulk meals must be in stainless steel containers with lids with a depth of no more than four inches.

12.3 Cold meal unit or unnecessary to heat—Container and overlay to be plastic or paper and non-toxic.

12.4 Cold meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.

12.5 Cartons—Each carton shall be labeled to meet state or local requirements. Label should include the following:

- Processor's name, address, and zip code
- Food items and meal type
- Date of production
- Quantity of individual units per carton

12.6 VENDOR shall insert non-food items that are necessary for the meal to be eaten. Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils.

12.7 All refrigerated food shall be delivered at an internal temperature of 40°F or below.

12.8 All frozen food shall be delivered at 0°F or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors.

12.9 All hot food shall be delivered with an internal temperature of 135°F or above.

SECTION 13
MEAL PRICING

13.1 All bids must be calculated based on the menu(s) in Exhibit B. Milk will be supplied by the Vendor.

13.2 The price per meal must include the meal including milk, condiments applicable to the menu, serving utensils if applicable, packaging and containers needed to transport food in a sanitary manner, and transportation to and from the SFA.

13.3 All bids must be submitted using the *Bid Summary* form attached herein. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.

13.4 The bid price(s) must be calculated net of applicable discounts, rebates, and credits received by the VENDOR and must not include the use of commodities, alternate pricing structures such as guaranteed commodity credits, or Offer versus Serve credits unless otherwise stated herein.

13.5 The SFA is not obligated to purchase any minimum number or dollar amount of meals under this Contract.

13.6 The VENDOR shall receive a fixed meal rate for each reimbursable school breakfast, school lunch, after-school snack and/or summer food service meal served.

13.7 The VENDOR must submit all invoices pertaining to the SFA nonprofit food service within 30 days of the last day of each month or the final day of the program.

13.8 The VENDOR shall receive no payment for meals that are spoiled or unwholesome at the time of serving, that do not meet the detailed specifications for each food component or menu item in accordance with 7 C.F.R. Part 210, or that do not otherwise meet the requirements of the Contract.

13.9 The VENDOR cannot provide guaranteed USDA Foods credits. The VENDOR shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods as designated herein. Credit issued by the VENDOR to the SFA for USDA Foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the FDACS. Prior to the expiration of each Contract Term, the SFA shall be credited in full for all USDA Foods received.

13.10 The VENDOR shall submit separate billing for special functions conducted outside of the nonprofit school food service account.

13.11 The fixed meal rate for meals must be calculated as if no commodities were available.

SECTION 14
REVENUE

14.1 The SFA shall receive all revenue from the food service.

14.2 All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's nonprofit food service account.

14.3 If reimbursement is denied as a direct result of the failure of the VENDOR to comply with the provisions of this Contract, the VENDOR shall assume responsibility for the amount denied.

SECTION 15
LICENSES, CERTIFICATIONS, AND TAXES

15.1 Throughout the Term of the Contract and each renewal Term, the VENDOR shall obtain and maintain all applicable licenses and permits required by federal, state, and local law.

15.2 The VENDOR shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals, if applicable, and must maintain this health certification for each Contract Term.

SECTION 16
RECORD KEEPING

16.1 The VENDOR shall retain all records relating to food service production and delivery for the initial contract and all subsequent renewals for a period of five years either from the date the final contract renewal period has expired, receipt of final payment under the contract is recorded, or after the SFA submits the final Claim for Reimbursement for the final fiscal year of the contract, whichever occurs last.

16.2 The VENDOR shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following:

16.2.1 The receipt, use, storage, and inventory of USDA Foods;

16.2.2 Monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and

16.2.3 Documentation of credits issued to the SFA for USDA Foods received.

16.3 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

16.4 The VENDOR accepts liability for any overclaims due to VENDOR negligence or noncompliance with regulations, including those overclaims based on review or audit findings.

16.5 All records relating to the Contract, including subsequent Renewal Terms, if applicable, are property of the SFA and shall be maintained in original form on SFA premises for the duration of the Contract. At any time during the Contract, the SFA reserves the right to require the VENDOR to surrender all records relating to the Contract to the SFA within 30 days of such request. Such records shall include, but are not limited to:

- All data, materials, and products created by the VENDOR on behalf of the SFA and in furtherance of the Services
- Production records, including quantities and amounts of food used in preparation of each meal and food component of menus
- Standardized recipes and yield from recipes as deemed necessary per the requirements of paragraph 15.8
- Processed product nutritional analysis
- Dates of preparation of meals
- Number of meals and locations where meals were delivered

- Signed delivery slips
- Nutritional content of individual food items and meals as delivered
- Bills charged to SFA for meals delivered under this contract including the credit of USDA foods where applicable
- Inventory records
- Food and bid specifications
- All documents and records as noted in this *Invitation to Bid and Contract*

16.6 Upon expiration or termination of the Contract, the VENDOR shall surrender all records as noted above, relating to the initial Contract and all subsequent renewal Terms, if applicable, to the SFA within 30 days of the Contract expiration or termination.

16.7 The SFA shall retain all records relating to the initial contract and all subsequent renewals for the longer of the retention periods required by federal, state or local laws and regulations that govern the SFA regarding recordkeeping and records retention.

16.8 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

SECTION 17
TERMS AND TERMINATION

17.1 This Contract is effective for a one-year period commencing 8/15/18 or upon written acceptance of the Contract, whichever occurs last, through 6/5/19, (the "Contract Term" or "Term") with options to renew yearly not to exceed four additional years (each a "Renewal Term").

17.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods.

17.3 Either the SFA or VENDOR can terminate this Contract for cause or for convenience with a sixty- (60) day written notification. Following sixty- (60) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the VENDOR.

17.4 Following any termination for convenience, the VENDOR shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination. The SFA shall have the right to receive services from the Contractor through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.

17.5 Notwithstanding the notice period in paragraph 17.3, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the VENDOR if the SFA determines that the actions, or failure to act, of the VENDOR, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the SFA determines that the VENDOR lacks the financial resources to perform under the Contract.

17.6 If the VENDOR fails to perform to the SFA's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the VENDOR requesting that the breach or noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any VENDOR default shall be borne by the

VENDOR at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the VENDOR upon demand.

17.7 Neither the VENDOR nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). The SFA may cancel the Contract without penalty if the VENDOR's performance does not resume within 30 days of the VENDOR's interruption of services due to an Act of God.

17.8 The only rates and fees that may be adjusted in subsequent Contract Terms are the fixed rates contained herein. Before any fixed rate adjustments can be implemented as part of a Contract renewal agreement, the VENDOR shall document to the SFA, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent Contract Terms must not exceed the *Consumer Price Index for Urban Consumers—Food Away From Home* annualized rate for December of the current school year. Individual per meal fixed rate and applicable fixed fee increases cannot exceed the CPI as stated above. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost.

SECTION 18
GENERAL CONTRACT TERMS

18.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA.

18.2 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and VENDOR and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.

18.3 Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

18.4 Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.

18.5 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.

18.6 Payments on any claim shall not prevent the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.

18.7 It is further agreed between the SFA and VENDOR that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this Contract.

18.8 Minority-Owned Business Enterprise.

Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:

18.8.1 Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;

18.8.2 Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;

18.8.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation;

18.8.4 Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;

18.8.5 Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.

18.9 The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of l975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*, and any additions or amendments.

18.10 If this Contract is in excess of $100,000, the SFA and VENDOR shall comply with all applicable standards, orders, and regulations, including but not limited to:

- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*);
- *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (2 C.F.R Appendix II to Part 200); and
- *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (2 C.F.R Appendix II to Part 200).
- *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions* pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension (7 C.F.R. Part 3018). The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

18.11 The VENDOR certifies compliance with:

- Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871);
- Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5);
- Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3); and
- Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Procurement of Recovered Materials. (Stat. 200.322 Solid Waste Disposal Act)

18.12 The VENDOR is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

18.13 The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the VENDOR. The SFA has full responsibility for ensuring the terms of the Contract are fulfilled.

18.14 Piggybacking: A SFA may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the awarded vendor will permit purchases by an SFA at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board. This process, commonly referred to as "piggybacking," is not a method for procuring goods and

services, but is an option SFAs may use in an effort to obtain the most economical prices for needed items. Piggybacking on a contract will not be approved by the FDACS if it will cause a substantive change to this solicitation.

18.15 To the fullest extent permitted by law, the VENDOR agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the VENDOR, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the VENDOR or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the VENDOR herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the VENDOR's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

SECTION 19
FOOD SPECIFICATIONS

19.1 All USDA Foods offered to the SFA and made available to the VENDOR are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

For all other food components, specifications shall be as follows:

19.2 All breads, bread alternates, and grains must be whole grain or whole grain-rich. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on USDA's *Exhibit A: School Lunch and Breakfast*. Ready-to-Eat (RTE) breakfast cereals must list a whole grain as the primary ingredient and the cereal must be fortified. RTE cereals that are made from 100 percent whole grains do not have to be fortified. If applicable, product should be in moisture-proof wrapping and pack-code date provided.

19.3 All meat and poultry must have been inspected by the USDA and must be free from off color or odor.

19.3.1 Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat or better.

19.3.2 Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from the USDA.

19.3.3 For breaded and battered meat/meat alternate items, all flours must be whole grain or whole grain-rich and breading/batter must not make up more than 30 percent of the weight of the finished product. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.

19.3.4 For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.

19.4 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork and/or poultry. No meat by-products, fillers, extenders, non-fat milk solids, or cereal will be allowed except to include those products containing Alternate Protein Products (APP) within the limits specified in 9 CFR 319.180(e) and meeting the requirements of Appendix A

of 7 CFR 210, 220, 225, and 226. No other binders and extenders may be used in conjunction with the APP to receive the ounce per ounce crediting. Meats must not show evidence of greening, streaking, or other discoloration.

19.5 All cheese should be free of mold and undesirable flavor and odors; pasteurized when applicable; and preferably reduced- or low-fat. Hard cheese should have a bright, uniform, attractive appearance, and demonstrate satisfactory meltability. Soft (e.g., cottage cheese) and hard cheese should have a pleasing flavor; and contain proper moisture and salt content. Cream cheese, if offered, maybe offered as a extra food or condiment. Any item labeled as "imitation" cheese or cheese "product" does not meet the requirements for use in food-based menu planning approaches and are not creditable toward meal pattern requirements.

19.6 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.

19.7 All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fruits must meet the food distributors' second-quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

19.8 All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fresh vegetables must meet the food distributors' second-quality level. Fresh vegetables should have characteristic color and good flavor, be well shaped, and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements

19.9 All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and should be reduced-sodium, low-sodium or no added salt.

19.10 All canned fruits must meet the food distributors' second quality level (standard). Canned fruit must be packed in juice, water or light syrup, and all frozen or dried fruit must have no added sweetener (nutritive or non-nutritive).

19.11 All fruit juices must be 100 percent, full strength juice.

19.12 Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.

19.13 Sauces, (i.e., spaghetti, pizza) and gravy must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.

19.14 If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.

19.15 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

19.16 When the specification calls for "Brand Name or Equivalent", the brand name product is acceptable. Other products may be considered with proof that such products meet stated

specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.

19.17 Breakfast and lunch program meals must meet the sodium target level prescribed in 7 C.F.R. section 210.10 for the applicable school year.

19.18 Nutrition labels or manufacturer specifications must indicate zero grams of added trans-fat (less than 0.5 grams) per serving. Meats that contain a minimal amount of naturally-occurring trans fats are allowed in the school meal programs.

19.19 USDA requires SFA's to offer two fluid milk choices daily. Fluid milk choices must be from unflavored low-fat (1 percent milk fat) or fat-free, flavored or unflavored.

Sponsor Name: _____ Sponsor Number 01-_____

BID SUMMARY

Invitation to Bid and Contract
Nonprofit School Food Service

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning _____, [Mo/Day/Year], and ending _____, [Mo/Day/Year], and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the bidder and the school food authority (SFA). The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/Contract.

PER MEAL RATES MUST BE QUOTED AS IF NO USDA FOODS WILL BE RECEIVED

		Units[1]	Rate	Total[2]
1. Reimbursable Breakfast		1. _____	1. _____	1. _____
2. Reimbursable Lunches	(K-5)	2. _____	2. _____	2. _____
2. Reimbursable Lunches	(6-8)	2. _____	2. _____	2. _____
2. Reimbursable Lunches	(9-12)	2. _____	2. _____	2. _____
3. Reimbursable After-School Snacks		3. _____	3. _____	3. _____
Total Estimated Amount of Contract[2]				$ _____

[1] "Units" equals the number of estimated students participating daily in NSLP, multiplied by the number of days meals will be served during the Contract Term.

[2]All totals must be carried out to the second decimal place and must not be rounded.

By submission of this bid, the bidder certifies that in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year Renewal Terms.

_____
Name of Bidder

_____
Street Address

_____
City State Zip Code

_____
Signature of Authorized Bidder Title Date

ACCEPTANCE OF CONTRACT

_____
Name of Sponsor Representative **Title**

_____
Signature of Authorized Sponsor Representative **Date**

DRUG-FREE WORKPLACE PROGRAM
BIDDER CERTIFICATION

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug- free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
VENDOR'S SIGNATURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

(1) 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.

(2) 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(S) DATE

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is 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 shall 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 Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____
Name of Grantee

_____
Title of Grant Program

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

EXHIBIT A

SITE INFORMATION LIST

Sponsor Name: _____

Sponsor Number 01-_____

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Innovation Charter School	365	K-5	5	75%	(B) (L)	7:30am 10:45am	8:00am 1:15pm

EXHIBIT B

SAMPLE 21-DAY CYCLE MENUS
Grades K – 8th Lunch

	1		2		3		4		5			VEG
M/MA	2 oz.	Baked Chicken	2 oz.	Cheese (Sauce)	2 oz.	Cheese/Pepperoni (Pizza)	2 oz.	Baked Chicken Tenders (meat)	2 oz.	Chicken/Cheese (Quesadilla)	x	1/2 Dk Green
G/B	1 oz. 1/2 c.	Whole Grain Dinner Roll Seasoned Whole Grain Brown Rice	1 c.	Whole Grain Pasta Macaroni	2 oz.	Whole Grain Pizza Crust	1 oz.	Tenders Whole Grain Breading	1 oz. 1 oz.	Whole Grain Tortilla Whole Grain Tortilla Chips	x x	3/4 Red/ Orange 1/2 Beans/ Peas
Fruit	1/2 c.	1/2 cup Fresh Apple	1/2 c.	1/2 cup Peaches	1/2 c.	1/2 cup Fresh Orange Wedges	1/2 c.	1/2 cup Cinnamon Applesauce	1/2 c.	1/2 cup Pineapple Chunks	x x	1/2 Starchy 1/2 Other
Veg	3/4 c	1/2 cup Sweet Potato Casserole 1/4 cup Green Beans	3/4 c	1/2 cup Potato Rounds, Baked 1/4 cup Baby Carrots FF Ranch	3/4 c	1 cup Lettuce Salad* (credit 1/2 cup) (Dark Green) FF Dressings 1/4 cup Corn	3/4 c	1/2 cup Mashed Potatoes 1/4 cup Green Peas	3/4 c	1/2 cup Pinto Beans 1/2 cup Lettuce (credit 1/4 cup), 1/8 cup Salsa	x x	1 cup Add'l Grains (9 oz)

	6		7		8		9		10			VEG
M/MA	2 oz.	Meat (Spaghetti Sauce)	2 oz.	Oven-Baked Fish Nuggets(meat)	2 oz.	Hamburger	2 oz.	Grilled Chicken (Caesar Wrap)	2 oz.	Cheese (Grilled Cheese)	x	1/2 Dk Green
G/B	1 c.	Whole Grain Pasta—Spaghetti	1 oz. 1 oz.	Nugget Whole Grain Breading Whole Grain Dinner Roll	2 oz.	Whole Grain Bun	1 oz.	Whole Grain Tortilla	2 oz.	Whole Grain Bread	x x	3/4 Red/ Orange 1/2 Beans/ Peas
Fruit	1/2 c.	1/2 cup Fresh Banana	1/2 c.	1/2 cup Fresh Fruit Mix—Grapes, blueberries, strawberries	1/2 c.	1/2 cup Fruit Cocktail	1/2 c.	1/2 cup Cantaloupe Wedges	1/2 c.	1/2 cup Pears	x x	1/2 Starchy 1/2 Other
Veg	3/4 c	1 cup Lettuce Salad* (credit 1/2 cup) (Dark Green) 1/4 cup Baby Carrots FF Ranch	3/4 c	1/2 cup Potato Wedges, Baked 1/4 cup Green Beans	3/4 c	1/2 cup Baked Sweet Potato Fries 1/4 cup lettuce (credit 1/8 cup), 1/8 cup tomato, pickles (garnish)	3/4 c	1/2 cup Roasted New Potatoes 1/4 cup Sliced Cucumbers and Onions	3/4 c	1/2 cup Baked Beans 1/4 cup Corn	x x	1 cup Add'l Grains (9 oz)

	11		12		13		14		15			VEG
M/MA	2 oz.	Meat (Sloppy Joe)	2 oz.	Meat (Chili)	2 oz.	Grilled Chicken (Sandwich)	2 oz.	Hot Ham and Cheese (Pita)	2 oz.	Meat & Cheese (Tacos)	x	1/2 Dk Green
G/B	2 oz.	Whole Grain Bun	1 oz. 1 oz.	Whole Grain Snack Crackers Whole Grain Dinner Roll	2 oz.	Whole Grain Bun	1 oz. 1 oz.	Whole Grain Pita Whole Grain Tortilla Chips	1 oz.	Whole Grain Tortilla	x x	3/4 Red/ Orange 1/2 Beans/ Peas
Fruit	1/2 c.	1/2 cup Watermelon	1/2 c.	1/2 cup Mixed Fruit	1/2 c.	1/2 cup Fresh Apple	1/2 c.	1/2 cup Fresh Orange Wedges	1/2 c.	1/2 cup Applesauce	x x	1/2 Starchy 1/2 Other
Veg	3/4 c	1/2 cup Potato Salad 1/4 cup Coleslaw	3/4 c	1/8 cup Variety Beans (Chili) 3/8 cup Carrot Coins, Cooked 1/4 cup Green Peas	3/4 c	1/2 cup Baked Sweet Potato Casserole 1/4 cup Broccoli, Steamed	3/4 c	3/8 cup Beans (Fiesta Dip) 3/8 cup Celery Sticks	3/4 c	1 cup Lettuce Salad* (credit ½ c) (Dark Green) 1/2 cup shredded (credit ¼ cup) lettuce, diced tomato (garnish)	x x	1 cup Add'l Grains (9 oz)

	16		17		18		19		20		VEG	
M/MA	2 oz.	Ground Turkey & LF Cheese (Ziti)	2 oz.	Meat (Stir Fry)	2 oz.	Shredded Chicken (BBQ)	2 oz.	Beef (Burrito)	2 oz.	Hot Turkey and Cheese (Sub)	x	1/2 Dk Green
G/B	1 cup	Whole Grain Pasta—Ziti (Baked)	1 oz.	Whole Grain Brown Rice	2 oz.	Whole Grain Bun	1 oz.	Whole Grain Tortilla	2 oz.	Whole Grain Bun	x	1/2 Red/ Orange
							1 oz.	Whole Grain Tortilla Chips			x	1/2 Beans/ Peas
Fruit	1/2 c.	1/2 cup Fresh Banana	1/2 c.	1/2 cup Fresh Pineapple Chunks	1/2 c.	1/2 cup Baked Cinnamon Apples	1/2 c.	1/2 cup Fresh Melon(s)	1/2 c.	1/4 cup Sliced Kiwi	x	1/2 Starchy
										1/4 cup Red Grapes	x	1/2 Other
Veg	3/4 c	1/2 cup Baked Potato Wedges 1/4 cup Corn	3/4 c	1/4 cup Oriental Veg (Stir Fry) 1/2 cup Steamed Broccoli & Cauliflower (equal parts)	3/4 c	1 cup Lettuce Salad* (credit ½ cup) (Dark Green) FF Dressings 1/4 cup Tomatoes	3/4 c	1/8 cup Variety Beans (Burrito) 3/8 cup Refried Beans 1/4 cup Salsa	3/4 c	1/2 cup Baked Sweet Potato Fries 1/4 cup Green Beans	x	1 cup Add'l
											x	Grains (9 oz)

	21	
M/MA	2 oz.	Gr. Chicken & LF Cheese (Chef Salad)
G/B	1 oz.	Whole Grain Croutons
	1 oz.	Whole Grain Soft Breadstick
Fruit	1/2 c.	1/2 cup Fresh Apple
Veg	3/4 c	1 cup Lettuce Salad* (Dark Green) (credit ½ cup) 1/8 cup Shredded Carrots, 1/8 cup Diced Tomatoes, Sliced Cucumbers (garnish)

The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.

Products may be brand name or equivalent as stipulated in this contract.

The contractor is encouraged to incorporate low sodium products.

Required average daily calorie range per 5-day week = 600–650

Light, low-fat, non-fat, and sugar-free products/food items to be used as necessary to meet the average daily calorie range.

*Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables

Grains must meet the designated ounce equivalents per the menu guidelines.

8 oz. milk served daily per meal pattern requirements.

Condiments to be included.

EXHIBIT B, Continued

SAMPLE 21-DAY CYCLE MENUS
Grades 9th – 12th Lunch

	1		2		3		4		5			VEG
M/MA	2 oz.	Baked Chicken	2 oz.	Cheese (Sauce)	2 oz.	Cheese/Pepperoni (Pizza)	2 oz.	Baked Chicken Tenders (meat)	2 oz.	Chicken/Cheese (Quesadilla)	x	1/2 Dk Green
G/B	1 oz. ½ cup	Whole Grain Dinner Roll Seasoned Whole Grain Brown Rice	1 cup	Whole Grain Pasta—Macaroni	2 oz.	Whole Grain Pizza Crust	1 oz. 1 oz.	Tenders Whole Grain Breading Whole Grain Dinner Roll	1 oz. 1 oz.	Whole Grain Tortilla Whole Grain Tortilla Chips	x x	1-1/4 Red/Orange 1/2 Beans/Peas
Fruit	1 cup	1/2 cup Fresh Apple	1 cup	1/2 cup Peaches	1 cup	1/2 cup Fresh Orange Wedges	1 cup	1/2 cup Cinnamon Applesauce	1 cup	1/2 cup Pineapple Chunks	x	1/2 Starchy
		1/2 cup 100% Grape Juice		1/2 cup Fresh Banana		1/2 cup Grapes		1/4 cup Raisins** (credits ½ cup)		1/2 cup Orange Wedges	x	3/4 Other
Veg	1 cup	3/4 cup Sweet Potato Casserole 1/4 cup Green Beans	1 cup	1/2 cup Potato Rounds, Baked 1/2 cup Baby Carrots FF Ranch	1 cup	1 cup Lettuce Salad*(credit ½ cup) (Dark Green) FF Dressings 1/2 cup Corn	1 cup	1/2 cup Mashed Potatoes 1/4 cup Green Peas 1/4 cup Carrot Coins, Cooked	1 cup	1/2 cup Pinto Beans 1/2 cup Lettuce (credit ¼ cup), ¼ cup Salsa	x	1-1/2 cup Add'l
											x	Grains (10 oz)

	6		7		8		9		10			VEG
M/MA	2 oz.	Meat (Spaghetti Sauce)	2 oz.	Oven-Baked Fish Nuggets(meat)	2 oz.	Hamburger	2 oz.	Grilled Chicken (Caesar Wrap)	2 oz.	Cheese (Grilled Cheese)	x	1/2 Dk Green
G/B	1 cup	Whole Grain Pasta—Spaghetti	1 oz. 1 oz.	Nugget Whole Grain Breading Whole Grain Dinner Roll	2 oz.	Whole Grain Bun	2 oz.	Whole Grain Tortilla	2 oz.	Whole Grain Bread	x x	1-1/4 Red/Orange 1/2 Beans/Peas
Fruit	1 cup	1/2 cup Fresh Banana 1/2 cup Pears	1 cup	1 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	1 cup	1/2 cup 100% Apple Juice 1/2 cup Fruit Cocktail	1 cup	1 cup Cantaloupe Wedges	1 cup	1/2 cup Pears 1/2 cup Peaches	x x	1/2 Starchy 3/4 Other
Veg	1 cup	1 cup Lettuce Salad* (credit ½ cup) (Dark Green) 1/2 cup Baby Carrots FF Ranch	1 cup	1/2 cup Potato Wedges, Baked 1/2 cup Green Beans	1 cup	3/4 cup Baked Sweet Potato Fries 1/4 cup lettuce (credit 1/8 cup), 1/8 cup tomato, pickles (garnish)	1 cup	1/2 cup Roasted New Potatoes 1/2 cup Sliced Cucumbers and Onions	1 cup	1/2 cup Baked Beans 1/2 cup Corn	x	1-1/2 cup Add'l
											x	Grains (10 oz)

	11		12		13		14		15			VEG
M/MA	2 oz.	Meat (Sloppy Joe)	2 oz.	Meat (Chili)	2 oz.	Grilled Chicken (Sandwich)	2 oz.	Hot Ham and Cheese (Pita)	2 oz.	Meat & Cheese (Tacos)	x	1/2 Dk Green
G/B	2 oz.	Whole Grain Bun	1 oz. 1 oz.	Whole Grain Snack Crackers Whole Grain Dinner Roll	2 oz.	Whole Grain Bun	1 oz. 1 oz.	Whole Grain Pita Whole Grain Tortilla Chips	2 oz.	Whole Grain Tortilla	x x	1-1/4 Red/Orange 1/2 Beans/Peas
Fruit	1 cup	1 cup Watermelon	1 cup	1/2 cup Mixed Fruit 1/2 cup Fresh Banana	1 cup	1/2 cup Fresh Apple 1/2 cup 100% Fruit Punch Juice	1 cup	1/2 cup Fresh Orange Wedges 1/2 cup Pineapple Chunks	1 cup	1/2 cup Applesauce 1/2 cup Peaches	x x	1/2 Starchy 3/4 Other
Veg	1 cup	1/2 cup Potato Salad 1/2 cup Coleslaw	1 cup	1/8 cup Variety Beans (Chili) 1/2 cup Carrot Coins, Cooked 3/8 cup Green Peas	1 cup	1/2 cup Sweet Potato Casserole 1/2 cup Broccoli, Steamed	1 cup	3/8 cup Beans (Fiesta Dip) 3/8 cup Celery Sticks 1/4 cup Carrot Sticks FF Ranch	1 cup	1 cup Lettuce Salad* (credit ½ cup) (Dark Green) 1/2 cup shredded lettuce (credit ¼ cup), ¼ cup diced tomato	x	1-1/2 cup Add'l
											x	Grains (10 oz)

	16		17		18		19		20		VEG	
M/MA	2 oz.	Ground Turkey & LF Cheese (Ziti)	2 oz.	Meat (Stir Fry)	2 oz.	Shredded Chicken (BBQ)	2 oz.	Beef (Burrito)	2 oz.	Hot Turkey and Cheese (Sub)	x	1/2 Dk Green
G/B	1 cup	Whole Grain Pasta—Ziti (Baked)	1 cup	Whole Grain Brown Rice	2 oz.	Whole Grain Bun	1 oz.	Whole Grain Tortilla	2 oz.	Whole Grain Bun	x	1-1/4 Red/Orange
							1 oz.	Whole Grain Tortilla Chips			x	1/2 Beans/Peas
Fruit	1 cup	1/2 cup Fresh Banana	1 cup	1/2 cup Fresh Pineapple Chunks	1 cup	1/2 cup Baked Cinnamon Apples	1 cup	1 cup Fresh Melon(s)	1 cup	1/2 cup Sliced Kiwi	x	1/2 Starchy
		1/2 cup 100% Apple Juice		1/2 cup Pears		1/4 cup Raisins**		1/8 cup Variety Beans (Burrito)		1/2 cup Red Grapes	x	3/4 Other
Veg	1 cup	1/2 cup Baked Potato Wedges	1 cup	1/2 cup Oriental Veg (Stir Fry)	1 cup	1-1/2 cup Lettuce Salad* (credit ¾ cup) (Dark Green)		3/8 cup Refried Beans	1 cup	1/2 cup Baked Sweet Potato Fries	x	1-1/2 cup Add'l
		1/4 cup Corn		1/2 cup Steamed Broccoli & Cauliflower (equal parts)		1/8 cup Diced Tomatoes 1/8 cup Shredded Carrots		1/4 cup Salsa		1/4 cup Green Beans		
		1/4 cup Sliced Tomatoes				FF Dressing		1/4 cup Celery Sticks FF Ranch		1/4 cup Sliced Tomatoes	x	Grains (10 oz)

	21	
M/MA	2 oz.	Gr. Chicken & LF Cheese (Chef Salad)
G/B	1 oz.	Whole Grain Croutons
	1 oz.	Whole Grain Soft Breadstick
Fruit	1 cup	1/2 cup Fresh Apple
		1/2 cup 100% Orange Juice
Veg	1 cup	1-1/2 cup Lettuce Salad* (Dark Green) (credit ¾ cup)
		1/8 cup Shredded Carrots, 1/8 cup Diced Tomatoes, Sliced Cucumbers (garnish)

The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.

Products may be brand name or equivalent as stipulated in this contract.

The contractor is encouraged to incorporate low sodium products.

Required average daily calorie range per 5-day week = 750–850

Light, low-fat, non-fat, and sugar-free products/food items to be used as necessary to meet the average daily calorie range.

**Raisins: 1/4 cup counts as 1/2 cup fruit equivalent

8 oz. milk served daily per meal pattern requirements.

Condiments to be included.

EXHIBIT B, Continued

SAMPLE 21-DAY CYCLE MENUS
Grades K – 12th Breakfast

1			2		3		4		5	
G/B	1 oz.	Whole Grain Pancakes	1 oz.	Whole Grain Toast	1 oz.	Whole Grain English Muffin	1 oz.	Whole Grain Cereal	2 oz.	Whole Grain Bagel
G/B or M/MA	1 oz.	Turkey Sausage	1 oz.	Scrambled Eggs w/veggies	1/2 oz	Egg	1 oz.	Fat-Free Yogurt (1/2 cup)		w/Low-Fat Cream Cheese
					1/2 oz	Lowfat Cheese				
F/V	1/2 c.	Fresh Blueberries	1/2 c.	Mushrooms, Red/Green Peppers, and Onions	1/2 c.	Orange Wedges	1/2 c.	Fresh Banana	1/2 c.	Fresh Apple
	1/2 c.	100% Pineapple Juice			1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Fruit Punch Juice
		Syrup	1/2 c.	100% Orange Juice						
6			**7**		**8**		**9**		**10**	
G/B	1/2 c.	Oatmeal (credit 1 oz)	1 oz.	Whole Grain Cereal	2 oz.	Whole Grain Waffles	1 oz.	Whole Grain Cereal	1 oz.	Whole Grain English Muffin
G/B or M/MA	1 oz.	Whole Grain Granola Bar (credit ½ oz)	1 oz.	Whole Grain Apple Muffin (credit ½ oz)			1 oz.	Whole Grain Animal Crackers	1 oz.	Peanut Butter
F/V	1/2 c.	Cinnamon Apples	1/4 c.	Raisins* (credit ½ cup)	1/2 c.	Pineapple	1/2 c.	Pears	1/2 c.	Peaches
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Fruit Punch Juice
11			**12**		**13**		**14**		**15**	
G/B	2 oz.	Whole Grain French Toast	1 oz.	Whole Grain Cereal	1 oz.	Whole Grain Biscuit	1 oz.	Whole Grain Cereal	1 oz.	Whole Grain Toast
G/B or M/MA			1 oz.	Fat-Free Yogurt (1/2 cup)	1/2 oz	Egg	1 oz.	Hard Boiled Egg	1 oz.	Scrambled Eggs w/veggies
					1/2 oz	Lowfat Cheese				
F/V	1/2 c.	Applesauce	1/2 c.	Fresh Banana	1/2 c.	Mixed Fruit	1/2 c.	Orange Wedges	1/2 c.	Mushrooms, Red/Green Peppers, and Onions
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice		
		Syrup							1/2 c.	100% Orange Juice
16			**17**		**18**		**19**		**20**	
G/B	1/2 c.	Oatmeal (credit 1 oz)	1 oz.	Whole Grain Cereal	2.4 oz.	Whole Grain Waffles (credit 2 oz)	1 oz.	Whole Grain Cereal	2 oz.	Whole Grain English Muffin
G/B or M/MA	1 oz.	Whole Grain Granola Bar (credit ½ oz)	1 oz.	Whole Grain Blueberry Muffin (credit ½ oz)			1 oz.	Whole Grain Graham Crackers		
F/V	1/4 c.	Raisins* (credit ½ cup)	1/2 c.	Fresh Apple	1/2 c.	Peaches	1/2 c.	Cinnamon Apples	1/2 c.	Pineapple
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Fruit Punch Juice
						Syrup				Jelly

21			**The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.**	**The contractor is encouraged to incorporate low sodium products. Condiments to be included.**
G/B	**1.2 oz.**	**Whole Grain Pancakes (credit 1 oz)**	**Products may be brand name or equivalent as stipulated in this contract.**	**Grains and meat/meat alternates must meet the designated ounce equivalents per the menu guidelines.**
G/B or M/MA	**1 oz.**	**Turkey Sausage**	**Required average daily calorie range per 5-day week = 450–500**	**8 oz. milk served daily per meal pattern requirements.**
F/V	**1/2 c.**	**Mixed Fruit**	***Raisins: 1/4 cup counts as 1/2 cup fruit equivalent.**	
	1/2 c.	**100% Orange Juice**		
		Syrup		

The breakfast menu must meet the 2014–2015 meal pattern requirements for all components, including the whole grains and daily one-cup fruit requirements, and Sodium Target 1 (≤540 mg sodium at breakfast).

EXHIBIT C
FOOD BASED NUTRITION STANDARDS FOR MENU PLANNING
NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5	*Grades 6-8*	*Grades 9-12*	*Grades K-5*	*Grades 6-8*	*Grades 9-12*
Meal Pattern	**Amount of Food[a] Per Week (Minimum Per Day)**					
Fruits (cups)[b,c]	5 (1)	5 (1)	5 (1)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups)[b,c]	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green[d]	0	0	0	½	½	½
Red/Orange[d]	0	0	0	¾	¾	1¼
Beans/Peas (Legumes)[d]	0	0	0	½	½	½
Starchy[d]	0	0	0	½	½	½
Other[d, e]	0	0	0	½	½	¾
Additional Veg to Reach Total[f]	0	0	0	1	1	1½
Grains (oz. eq.)	7 (1)	8 (1)	9 (1)	8 (1)	8 (1)	10 (2)
Meats/Meat Alternates (oz. eq.)	0[g]	0[g]	0[g]	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups)[l]	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal)[h,i,o]	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories)[i]	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg)[i, j] Target 1, 2014-2015	≤ 540	≤ 600	≤ 640	≤ 1,230	≤ 1,360	≤ 1,420
Target 2, 2017-2018	≤ 485	≤ 535	≤ 570	≤ 935	≤ 1,035	≤ 1,080
Target 3, 2022-2023	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat[j]	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

. [a]Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.
[b]One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
[c]For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).
[d]Larger amounts of these vegetables may be served.
[e] This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes)vegetable subgroups as defined in § 210.10(c)(2)(iii).
[f]Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
[g] There is no separate meat/meat alternate component in the SBP. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
[h] The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
[i] Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
[j] Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____being first duly sworn, deposes and says that:

BIDDER is the
_____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.
By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public (Signature)

My Commission Expires:

_____