

**INVITATION TO BID AND CONTRACT
FOR VENDED SCHOOL MEAL SERVICES**



Babcock Neighborhood School

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**

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SECTION 1

INSTRUCTIONS TO BIDDERS

1.1 Notice of bid

This Invitation to Bid (“ITB”) is for the purpose of obtaining responses from caterers and vendors to provide meal services to **Babcock Neighborhood School**. Meal programs will include the United States Department of Agriculture (“USDA”) National School Lunch Program and/or the School Breakfast Program. **Babcock Neighborhood School (BNS)** is a prospective sponsor of the National School Lunch Program, which hopes to provide food service for one charter school site located in Babcock Ranch, Florida. The goal of the Food Service Program is to provide nutritional breakfast and lunch to our students while meeting the USDA, NSLP and SBP guidelines.

1.2 Bid Submission

Responses should address each of the requirements set forth in this RFP on or before 2:00pm Eastern Standard Time (EST) on **May 10, 2018**. To the address below. Responses will be publicly opened at 2:15pm Eastern Standard Time (EST) on **May 11, 2018** to be evaluated per the criteria specified in subsection 1.4, below:

Babcock Neighborhood School, Inc.
Attn: Joan Walker, Food Program Director
1225 SE 2nd Avenue
Ft. Lauderdale, Florida 33316-1807

Phone: (954) 317-1367 - email: jwalker@bhope.org

1.3 Timeline

- April 23, 2018, Proposal available to public
- April 30, Proposal questions due
- May 1, 2018, Proposal questions answered by publishing Addendum 1, if applicable
- May 10, 2018, Proposal submissions due by 2:00PM EST
- May 11, 2018, Proposal submissions publicly opened
- May 11-14, 2018, SFA review of Proposals
- May 15, 2018, SFA recommendation to FDACS and FDACS review
- May 17, 2018, contract award
- July 1, 2018, Awarded Vendor begins service

1.4 Evaluation Criteria

Bids received will be reviewed to ensure all materials have been submitted as specified in this ITB. Contract award decision will be made based on the Vendor that provides the lowest, most responsive, responsible bid.

1.5 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

1.6 Questions and Site Visits

Questions concerning this RFP and requests for a site visit can be submitted in writing via email to JWalker@bhope.org (email) or via phone at (954) 317-1367. All responses to questions received will be made in writing on February 9, 2018 and sent to all potential vendors. Note: The facility is currently under construction and is not available for a site visit, however an architectural drawing is included with this RFP.

1.7 Addenda

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

**SECTION 2
GENERAL CONDITIONS**

2.1 Rejection of Proposal

Bid 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 ITB 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 ITB;
- d. The bid was incomplete or contained significant inconsistencies or inaccuracies

2.4 Errors or Omissions

If BNS determines that a bid contains a minor irregularity or an error, such as a transposition, extension or footing error in figures that are presented, BNS 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. BNS 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 ITB will not be considered.

2.6 Specifications and Conditions

By submitting a response to this ITB vendors are acknowledging that they have read the specifications and conditions provided in the ITB 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 ITB 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 BNS, has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB 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

BNS reserves the right to research any vendor submitting a bid in response to this ITB 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 ITB 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 Protest of the ITB

Any adversely affected person who desires to file a formal protest to this ITB 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.

2.14 Copyrights

BNS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for BNS purposes: (a) The copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 7 CFR 3016.36(i)(9)

2.15 Patents

BNS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for BNS purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 7 CFR 3016.36(i)(8)

2.16 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.

2.17 Public Entity Crimes Certification

A person or affiliate who has been placed 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.

2.18 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 site as specified on Exhibit A for approximately 194 days. BNS may add 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 BNS 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 BNS. The employees of the vendor shall be considered solely employees of the vendor and shall not be considered employees or agents of the BNS 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 BNS 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. BNS must authorize any deviations from the approved menu cycle.
- 4.2 BNS 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 BNS orders meals on a weekly basis for each type of meal to be delivered. BNS can increase or decrease the number of meals ordered or cancel deliveries on a twenty-four hour notice to the vendor.
- 4.4 BNS 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 BNS 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 BNS shall ensure USDA Foods received for use by BNS and made available to the VENDOR are utilized within the specified Term of this Contract in BNS'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 BNS shall maintain and visibly post applicable health certification and assure all state and local regulations are met where meals are served at BNS facilities.
- 4.8 BNS 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 BNS to the specified location at the times listed on Exhibit A or as designated by BNS.
- 5.3 The VENDOR shall adhere to the 21-day cycle menu(s) and portion sizes specified by BNS on Exhibit B for the first 21 days of meal service. Thereafter, changes in the menu(s) may be made with prior approval of BNS. The meals must meet the Food-Based Menu Planning Approach as designated herein by BNS 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 BNS 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 BNS 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 BNS.

SECTION 6 INVOICING AND PAYMENT

- 6.1 The Vendor shall submit itemized invoices to BNS bi-weekly or monthly. Invoices shall specify the number of meals provided to BNS and the unit price for each meal type.
- 6.2 BNS shall pay the Vendor the unit price specified in the Bid Summary times meals provided as specified in the invoice. BNS 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 BNS:
- 6.3.1 For invoices not paid within forty-two (42) calendar days after BNS received the invoice, the Vendor shall send BNS 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 BNS received the invoice, the Vendor must provide a second letter to BNS with a copy of the original invoice attached and provides a copy to the FDACS.
 - 6.3.3 The Vendor may suspend service or terminate its contract with BNS if BNS 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 BNS and made available to the VENDOR shall be utilized within the specified Term of this Contract in BNS'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 BNS.
- 7.3 The VENDOR shall manage all USDA Foods to ensure the foods are utilized in BNS's food service.
- 7.4 The VENDOR shall utilize all USDA ground beef, ground pork, and processed end products received in BNS'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 BNS, in BNS's food service.
- 7.6 The VENDOR shall credit BNS's monthly bill/invoice the current market value of all USDA foods received during each Contract Term as the foods are used in BNS's food service. The VENDOR must credit BNS for all USDA Foods received for use in BNS'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 BNS for USDA foods received during each Contract Term and used in BNS'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 BNS'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 BNS'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 BNS 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, reconciliation shall be conducted by BNS 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 BNS's food service.
- 7.11 BNS shall verify receipt of USDA Foods shipments through its electronic records or by contacting the FDACS or processor as applicable.
- 7.12 BNS 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 BNS and shall credit BNS either monthly or through a fiscal year-end reconciliation.
- 7.14 BNS and VENDOR shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If BNS 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 BNS, the VENDOR shall credit BNS the current market value of the USDA Foods contained in the processed end products unless the processor is providing such credit to BNS. Such credit shall be issued to BNS 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 BNS monthly inventory reports showing all transactions for processed and non-processed USDA Foods.
- 7.18 BNS, 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 BNS upon termination, expiration, or non-renewal of the Contract.
- 7.20 At the discretion of BNS, the VENDOR may be required to return other unused USDA Foods to BNS upon termination, expiration, or non-renewal of the Contract.
- 7.21 BNS shall retain title to all USDA Foods provided to the VENDOR for use in BNS'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 BNS.
- 8.5 BNS 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 BNS.
- 8.6 The VENDOR shall certify the percentage of U.S. content in the products supplied to BNS.
- 8.7 BNS 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 BNS 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 BNS shall repair and service BNS-owned equipment except when damages result from the use of less-than-reasonable care by VENDOR employees as determined by BNS.
- 9.3 The VENDOR shall provide, at no cost to BNS, complete maintenance, repair, and replacement services for all VENDOR-owned property and equipment.
- 9.4 BNS 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 BNS from BNS's premises.
- 9.6 BNS 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 BNS facilities.

- 9.9 BNS shall retain title to all BNS-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, BNS 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 BNS, 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. BNS 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 BNS-authorized representative or his/her designee immediately by phone indicating the reasons for the need for substitution.
- 11.6 BNS reserves the right to inspect and determine the quality of food delivered. BNS 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 BNS will obtain meals from other sources if meals are rejected or if an insufficient number of meals is delivered. BNS 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 BNS 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 BNS 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 BNS.
- 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 BNS 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 BNS 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 BNS's monthly bill/invoice the current market value of all USDA Foods as designated herein. Credit issued by the VENDOR to BNS for USDA Foods received during each Contract Term and used in BNS'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 BNS'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, BNS 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 BNS 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 BNS'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 BNS 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 BNS 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 BNS 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 BNS, 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 BNS and shall be maintained in original form on BNS premises for the duration of the Contract. At any time during the Contract, BNS reserves the right to require the VENDOR to surrender all records relating to the Contract to BNS 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 BNS 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 BNS 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 BNS within 30 days of the Contract expiration or termination.
- 16.7 BNS 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 BNS 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 BNS, 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 7/1/2018 or upon written acceptance of the Contract, whichever occurs last, through the Contract 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 BNS or VENDOR can terminate this Contract for cause or for convenience with a sixty-(60) day written notification. Following sixty- (60) day written notification, BNS 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. BNS 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 16.3, BNS may immediately terminate the Contract, in whole or in part, upon notice to the VENDOR if BNS 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 BNS determines that the VENDOR lacks the financial resources to perform under the Contract.
- 17.6 If the VENDOR fails to perform to BNS's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, BNS 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, BNS 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. BNS may finish the services by whatever method BNS may deem expedient. Any damages incurred by BNS 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 BNS by the VENDOR upon demand.
- 17.7 Neither the VENDOR nor BNS 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"). BNS 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 BNS, 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 BNS.
- 18.2 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between BNS and VENDOR and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by BNS.
- 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 BNS.
- 18.5 No course of dealing or failure of BNS 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 BNS 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 BNS 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 1975; 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, BNS 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 (Appendix A: 7 C.F.R. Part 3018); and
- *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
- *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 BNS or the VENDOR. BNS has full responsibility for ensuring the terms of the Contract are fulfilled.
- 18.14 Piggybacking: BNS 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 BNS 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 BNS 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 BNS 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

- 6.3.4 All USDA Foods offered to BNS 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:

- 6.3.5 All breads, bread alternates, and grains must be 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 Exhibit C. If applicable, product should be in moisture-proof wrapping and pack-code date provided.
- 6.3.6 All meat and poultry must have been inspected by the USDA and must be free from off color or odor.
- 19.4.1 Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
- 19.4.2 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.
- 19.4.3 For breaded and battered items, all flours must be enriched for breads/grains credit and breading/batter must not exceed 30 percent of the weight of the finished product.
- 19.4.4 For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.

- 6.3.7 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- 6.3.8 All cheese should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced- or low-fat. All cheese should also have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory melt ability; and contain proper moisture and salt content.
- 6.3.9 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.
- 6.3.10 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.
- 6.3.11 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, vegetables must meet the food distributors' second-quality level. 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.
- 6.3.12 All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and should be low-sodium or no added salt.
- 6.3.13 All canned fruits must meet the food distributors' second quality level (standard). Fruit must be packed in juice or light syrup, and all frozen or dried fruit must have no added sweetener (nutritive or non-nutritive).
- 6.3.14 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.
- 6.3.15 Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- 6.3.16 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.
- 6.3.17 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 6.3.18 All fruit juices must be 100 percent fruit juice.
- 6.3.19 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 BNS.
- 6.3.20 All food items must adhere to the sodium target levels in subsequent Contract Terms, if applicable, as required by the USDA *Nutrition Standards in the National School Lunch and School Breakfast Programs, Implementation Timeline for Final Rule* and/or other subsequent guidance issued by the USDA.
- 6.3.21 Nutrition labels or manufacturer specifications must indicate zero grams of Tran's fat per serving for all foods.

6.3.22 Fluid milk must be low-fat (1 percent milk fat or less, unflavored only) or fat-free (unflavored or flavored). Two choices must be offered daily as required by BNS.



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 whom 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, sub grants, 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

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

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "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 B

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

M/M A	1	2 oz. Baked Chicken	2	2 oz. Cheese (Sauce)	3	2 oz. Cheese/Pepperoni (Pizza)	4	2 oz. Baked Chicken Tenders (meat)	5	2 oz. Chicken/Cheese (Quesadilla)	x	VEG	
	G/B	1 oz. Whole Grain Dinner Roll	1 c. Whole Grain Pasta Macaroni	2 oz. Whole Grain Pizza Crust	1 oz. Tenders Whole Grain Breading	1 oz. Whole Grain Tortilla	1/2 cup Cinnamon Applesauce	1 oz. Whole Grain Tortilla	1 oz. Whole Grain Tortilla	1/2 cup Pinto Beans		x	1/2 Dk Green
	Fruit	1/2 c. Seasoned Whole Grain Brown Rice	1/2 c. 1/2 cup Peaches	1/2 c. 1/2 cup Fresh Orange Wedges	1/2 c. 1/2 cup Mashed Potatoes	1 oz. Whole Grain Tortilla Chips	1/2 cup Lettuce (credit 1/4 cup), 1/8 cup Salsa	1 oz. Whole Grain Tortilla Chips	1/2 cup Lettuce (credit 1/4 cup), 1/8 cup Salsa	1/2 cup Lettuce (credit 1/4 cup), 1/8 cup Salsa		x	3/4 Red/Orange
	Veg	1/2 c. 1/2 cup Fresh Apple	3/4 c. 1/2 cup Potato Rounds, Baked	3/4 c. 1 cup Lettuce Salad* (credit 1/2 cup) (Dark Green) FF Dressings	3/4 c. 1/4 cup Green Peas	1/2 c. 1/2 cup Pineapple Chunks		1/2 c. 1/2 cup Pineapple Chunks	1/2 c. 1/2 cup Pineapple Chunks	1/2 c. 1/2 cup Pineapple Chunks		x	1/2 Beans/Peas
		3/4 c. 1/2 cup Sweet Potato Casserole	3/4 c. 1/4 cup Baby Carrots FF Ranch	3/4 c. 1/4 cup Corn	3/4 c. 1/4 cup Green Peas		3/4 c. 1/4 cup Green Peas	3/4 c. 1/4 cup Green Peas	3/4 c. 1/4 cup Green Peas	x	1/2 Starchy		
		1/4 cup Green Beans								x	1/2 Other		
										x	1 cup Add'l		
										x	Grains (9 oz)		
M/M A	6	2 oz. Meat (Spaghetti Sauce)	7	2 oz. Oven-Baked Fish Nuggets(meat)	8	2 oz. Hamburger	9	2 oz. Grilled Chicken (Caesar Wrap)	10	2 oz. Cheese (Grilled Cheese)	x	VEG	
	G/B	1 c. Whole Grain Pasta—Spaghetti	1 oz. Nugget Whole Grain Breading	2 oz. Whole Grain Bun	1 oz. Whole Grain Tortilla	2 oz. Whole Grain Bread	1 oz. Whole Grain Tortilla	2 oz. Whole Grain Bread	2 oz. Whole Grain Bread	1/2 cup Baked Beans		x	1/2 Dk Green
	Fruit	1/2 c. 1/2 cup Fresh Banana	1 oz. Whole Grain Dinner Roll	1/2 c. 1/2 cup Fruit Cocktail	1/2 c. 1/2 cup Cantaloupe Wedges	1/2 c. 1/2 cup Pears	1/2 cup Baked Beans	1/2 c. 1/2 cup Cantaloupe Wedges	1/2 c. 1/2 cup Pears	1/2 c. 1/2 cup Pears		x	3/4 Red/Orange
	Veg	3/4 c. 1 cup Lettuce Salad* (credit 1/2 cup) (Dark Green)	1/2 c. 1/2 cup Fresh Fruit Mix—Grapes, blueberries, strawberries	3/4 c. 1/2 cup Baked Sweet Potato Fries	3/4 c. 1/2 cup Roasted New Potatoes	1/2 c. 1/2 cup Baked Beans	1/4 cup Corn	3/4 c. 1/2 cup Roasted New Potatoes	3/4 c. 1/2 cup Baked Beans	3/4 c. 1/2 cup Baked Beans		x	1/2 Beans/Peas
		1/4 cup Baby Carrots FF Ranch	3/4 c. 1/2 cup Potato Wedges, Baked	3/4 c. 1/4 cup lettuce (credit 1/8 cup), 1/8 cup tomato, pickles (garnish)	3/4 c. 1/4 cup Sliced Cucumbers and Onions		3/4 c. 1/4 cup Sliced Cucumbers and Onions	3/4 c. 1/4 cup Sliced Cucumbers and Onions	3/4 c. 1/4 cup Sliced Cucumbers and Onions	x	1/2 Starchy		
			1/4 cup Green Beans							x	1/2 Other		
										x	1 cup Add'l		
										x	Grains (9 oz)		
M/M A	11	2 oz. Meat (Sloppy Joe)	12	2 oz. Meat (Chili)	13	2 oz. Grilled Chicken (Sandwich)	14	2 oz. Hot Ham and Cheese (Pita)	15	2 oz. Meat & Cheese (Tacos)	x	VEG	
	G/B	2 oz. Whole Grain Bun	1 oz. Whole Grain Snack Crackers	2 oz. Whole Grain Bun	1 oz. Whole Grain Tortilla	1 oz. Whole Grain Tortilla	1 oz. Whole Grain Pita	1 oz. Whole Grain Tortilla	1 oz. Whole Grain Tortilla	1/2 cup Beans (Fiesta Dip)		x	1/2 Dk Green
	Fruit	1/2 c. 1/2 cup Watermelon	1 oz. Whole Grain Dinner Roll	1/2 c. 1/2 cup Fresh Apple	1/2 c. 1/2 cup Fresh Apple	1/2 c. 1/2 cup Fresh Orange Wedges	1/2 c. 1/2 cup Fresh Orange Wedges	1/2 c. 1/2 cup Fresh Orange Wedges	1/2 c. 1/2 cup Applesauce	1/2 c. 1/2 cup Applesauce		x	3/4 Red/Orange
	Veg	3/4 c. 1/2 cup Potato Salad	1/2 c. 1/2 cup Mixed Fruit	3/4 c. 1/2 cup Baked Sweet Potato Casserole	3/4 c. 1/2 cup Baked Sweet Potato Casserole	3/4 c. 3/8 cup Beans (Fiesta Dip)	3/4 c. 3/8 cup Beans (Fiesta Dip)	3/4 c. 3/8 cup Beans (Fiesta Dip)	3/4 c. 1 cup Lettuce Salad* (credit 1/2 c) (Dark Green)	3/4 c. 1 cup Lettuce Salad* (credit 1/2 c) (Dark Green)		x	1/2 Beans/Peas
		1/4 cup Coleslaw	3/8 cup Carrot Coins, Cooked	1/4 cup Broccoli, Steamed	3/8 cup Celery Sticks		3/8 cup Celery Sticks	1/2 cup shredded (credit 1/4 cup) lettuce, diced tomato (garnish)	1/2 cup shredded (credit 1/4 cup) lettuce, diced tomato (garnish)	x	1/2 Starchy		
			1/4 cup Green Peas							x	1/2 Other		
										x	1 cup Add'l		
										x	Grains (9 oz)		

M/MA	16 2 oz.	Ground Turkey & LF Cheese (Ziti)	17	2 oz.	Meat (Stir Fry)	18	2 oz.	Shredded Chicken (BBQ)	19	2 oz.	Beef (Burrito)	20	2 oz.	Hot Turkey and Cheese (Sub)	x	VEG 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
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 oz.		Whole Grain Tortilla Chips	1/2 c.		1/2 cup Fresh Melon(s)	x	1/2 Beans/Peas
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 1/2 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		1/4 cup Sliced Kiwi 1/4 cup Red Grapes 1/2 cup Baked Sweet Potato Fries 1/4 cup Green Beans	x	1/2 Starchy 1/2 Other 1 cup Add'l
M/MA	21 2 oz.	Gr. Chicken & LF Cheese (Chef Salad)	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.													
G/B	1 oz.	Whole Grain Croutons	Products may be brand name or equivalent as stipulated in this contract.													
Fruit	1 oz. 1/2 c.	Whole Grain Soft Breadstick 1/2 cup Fresh Apple	The contractor is encouraged to incorporate low sodium products.													
Veg	3/4 c	1 cup Lettuce Salad* (Dark Green) (credit 1/2 cup) 1/8 cup Shredded Carrots, 1/8 cup Diced Tomatoes, Sliced Cucumbers (garnish)	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.													
			Grains (9 oz)													

EXHIBIT B, Continued

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

	1	2	3	4	5	
M/MA	2 oz. Baked Chicken	2 oz. Cheese (Sauce) Whole Grain Pasta—	2 oz. Cheese/Pepperoni (Pizza)	2 oz. Baked Chicken Tenders (meat) Tenders Whole Grain	2 oz. Chicken/Cheese (Quesadilla)	x
G/B	1 oz. Whole Grain Dinner Roll ½ cup Seasoned Whole Grain Brown Rice	1 cup Macaroni	2 oz. Whole Grain Pizza Crust	1 oz. Breading	1 oz. Whole Grain Tortilla	x
Fruit	1 cup 1/2 cup Fresh Apple	1 cup 1/2 cup Peaches	1 cup 1/2 cup Fresh Orange Wedges	1 oz. Whole Grain Dinner Roll 1/2 cup Cinnamon Applesauce 1/4 cup Raisins** (credits ½ cup)	1 oz. Whole Grain Tortilla Chips	x
Veg	1 cup 1/2 cup 100% Grape Juice 3/4 cup Sweet Potato Casserole 1/4 cup Green Beans	1 cup 1/2 cup Fresh Banana 1/2 cup Potato Rounds, Baked 1/2 cup Baby Carrots FF Ranch	1 cup 1/2 cup Grapes 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 Orange Wedges 1/2 cup Pinto Beans 1/2 cup Lettuce (credit ¼ cup), ¼ cup Salsa	x
						VEG 1/2 Dk Green 1-1/4 Red/Orange 1/2 Beans/Peas 1/2 Starchy 3/4 Other 1-1/2 cup Add'l Grains (10 oz)
	6	7	8	9	10	
M/MA	2 oz. Meat (Spaghetti Sauce)	2 oz. Oven-Baked Fish Nuggets(meat) Nugget Whole Grain	2 oz. Hamburger	2 oz. Grilled Chicken (Caesar Wrap)	2 oz. Cheese (Grilled Cheese)	x
G/B	1 cup Whole Grain Pasta—Spaghetti	1 oz. Breading	2 oz. Whole Grain Bun	2 oz. Whole Grain Tortilla	2 oz. Whole Grain Bread	x
Fruit	1 cup 1/2 cup Fresh Banana 1/2 cup Pears	1 oz. Whole Grain Dinner Roll 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
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
						VEG 1/2 Dk Green 1-1/4 Red/Orange 1/2 Beans/Peas 1/2 Starchy 3/4 Other 1-1/2 cup Add'l Grains (10 oz)
	11	12	13	14	15	
M/MA	2 oz. Meat (Sloppy Joe)	2 oz. Meat (Chili) Whole Grain Snack	2 oz. Grilled Chicken (Sandwich)	2 oz. Hot Ham and Cheese (Pita)	2 oz. Meat & Cheese (Tacos)	x
G/B	2 oz. Whole Grain Bun	1 oz. Crackers	2 oz. Whole Grain Bun	1 oz. Whole Grain Pita	2 oz. Whole Grain Tortilla	x
Fruit	1 cup 1 cup Watermelon	1 oz. Whole Grain Dinner Roll 1 cup 1/2 cup Mixed Fruit 1/2 cup Fresh Banana 1/8 cup Variety Beans (Chili)	1 cup 1/2 cup Fresh Apple 1/2 cup 100% Fruit Punch Juice	1 oz. Whole Grain Tortilla Chips 1/2 cup Fresh Orange Wedges 1/2 cup Pineapple Chunks	1 cup 1/2 cup Applesauce 1/2 cup Peaches 1 cup Lettuce Salad* (credit ½ cup) (Dark Green)	x
Veg	1 cup 1/2 cup Potato Salad 1/2 cup Coleslaw	1 cup 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 1/2 cup shredded lettuce (credit ¼ cup), ¼ cup diced tomato	x
						VEG 1/2 Dk Green 1-1/4 Red/Orange 1/2 Beans/Peas 1/2 Starchy 3/4 Other 1-1/2 cup Add'l 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
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 oz. Whole Grain Tortilla Chips	1 cup 1/2 cup Sliced Kiwi	x 1/2 Beans/Peas
Veg	1 cup 1/2 cup 100% Apple Juice 1/2 cup Baked Potato Wedges 1/4 cup Corn 1/4 cup Sliced Tomatoes	1 cup 1/2 cup Pears 1/2 cup Oriental Veg (Stir Fry) 1/2 cup Steamed Broccoli & Cauliflower (equal parts)	1 cup 1/4 cup Raisins** 1-1/2 cup Lettuce Salad* (credit 3/4 cup) (Dark Green) 1/8 cup Diced Tomatoes 1/8 cup Shredded Carrots FF Dressing	1 cup 1/8 cup Variety Beans (Burrito) 3/8 cup Refried Beans 1/4 cup Salsa 1/4 cup Celery Sticks FF Ranch	1 cup 1/2 cup Red Grapes 1/2 cup Baked Sweet Potato Fries 1/4 cup Green Beans 1/4 cup Sliced Tomatoes	x 3/4 Other x 1-1/2 cup Add'l Grains (10 oz)
M/MA	21 Gr. Chicken & LF Cheese (Chef Salad)	<p>The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.</p> <p>Products may be brand name or equivalent as stipulated in this contract.</p> <p>The contractor is encouraged to incorporate low sodium products.</p> <p>Required average daily calorie range per 5-day week = 750–850</p> <p>Light, low-fat, non-fat, and sugar-free products/food items to be used as necessary to meet the average daily calorie range.</p> <p>**Raisins: 1/4 cup counts as 1/2 cup fruit equivalent</p> <p>8 oz. milk served daily per meal pattern requirements.</p> <p>Condiments to be included.</p>				
G/B	1 oz. Whole Grain Croutons					
Fruit	1 oz. Whole Grain Soft Breadstick					
Veg	1 cup 1/2 cup Fresh Apple 1/2 cup 100% Orange Juice 1-1/2 cup Lettuce Salad* (Dark Green) (credit 3/4 cup) 1/8 cup Shredded Carrots, 1/8 cup Diced Tomatoes, Sliced Cucumbers (garnish)					

EXHIBIT B, Continued

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

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

<p>21</p> <p>G/B 1.2 oz. Whole Grain Pancakes (credit 1 oz)</p> <p>G/B or 1 oz. Turkey Sausage</p> <p>M/MA</p> <p>F/V 1/2 c. Mixed Fruit</p> <p>1/2 c. 100% Orange Juice</p> <p>Syrup</p>	<p>The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.</p> <p>Products may be brand name or equivalent as stipulated in this contract.</p> <p>Required average daily calorie range per 5-day week = 450–500</p> <p>*Raisins: 1/4 cup counts as 1/2 cup fruit equivalent.</p>	<p>The contractor is encouraged to incorporate low sodium products. Condiments to be included.</p> <p>Grains and meat/meat alternates must meet the designated ounce equivalents per the menu guidelines.</p> <p>8 oz. milk served daily per meal pattern requirements.</p>
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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 ^a	Grades 6-8 ^a	Grades 9-12 ^a	Grades K-5	Grades 6-8	Grades 9-12
Meal Pattern	Amount of Food ^b Per Week (Minimum Per Day)					
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{c,d}	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional Veg to Reach Total ^h	0	0	0	1	1	1½
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 ^k	0 ^k	0 ^k	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) ^{m,n,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^{n,o}	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{n,p}	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat ^{n,o}	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

^aIn the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

^bFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ½ cup.

^cOne 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.

^dFor 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).

^eThe fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014- 2015).

^fLarger amounts of these vegetables may be served.

^gThis 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).

^hAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

ⁱAt least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).

^jIn the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

^kThere is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^lFluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

^mThe 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).

ⁿDiscretionary 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.

^oIn the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).

^pFinal 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:
