

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

SECTION A: INVITATION FOR BID AND CONTRACT FACE SHEET

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

Please note that changes to the Invitation for Bid (IFB) and Contract terms are not allowed. Contracting entities that make changes to terms that have not been approved by the Colorado Department of Agriculture (CDE) may not use SFSP funds to pay Food Service Management Company (FSMC) expenses.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights; 1400 Independence Avenue, SW Washington, D.C. 20250-9410;(2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

INVITATION FOR BID AND CONTRACT INDEX

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SECTION B: CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- B. Each person signing this bid certifies that:
 - 1) He or she is the person in the bidder’s organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - 2) He or she is not the person in the bidder’s organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

Signature of Bidder’s Authorized Representative	Title	Date
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In accepting this bid, the sponsor’s officers, employees or agents have not taken any action, which may have jeopardized the independence of the bid referred to above.

Signature of Sponsor’s Authorized Representative	Date
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(Accepting a bidder’s bid does not constitute acceptance of the contract.)

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

SECTION C: INSTRUCTIONS TO BIDDERS

1. Definitions

As used herein:

- a) **Bid**—An offer to perform, in accordance with the specifications and conditions, for a stipulated price. The bidder's offer.
 - b) **Bid Bond**—A copy of the bid bond must accompany the IFB when submitted to the sponsor; it is required only if the projected contract reimbursement is in excess \$150,000. The sponsor shall require a bond in an amount not less than five (5) percent or more than ten (10) percent of the value of the contract for which the bid is made. The bond must have been secured from a surety company listed in the U.S. Department of the Treasury Circular 570.
 - c) **Bidder**—A food service management company submitting a bid in response to this invitation for bid.
 - d) **Contract**—A formal, legally enforceable agreement between the buyer (sponsor) and the seller (contractor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller.
 - e) **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**—(2 CFR 200.321)--The sponsor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - f) **Contractor**—A successful bidder who is awarded a contract by a sponsor participating in the SFSP.
 - g) **Code of Federal Regulations (CFR)**—The codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal government.
 - h) **Food Service Management Company (FSMC)**—Any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the SFSP, or for managing a sponsor's food service operations in accordance with the SFSP regulations. FSMCs may be: (a) public agencies or entities; (b) private, nonprofit organizations; or (c) private, for profit companies.
 - i) **Invitation for Bid (IFB)**—The document where the procurement is advertised. In the case of the SFSP, the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.
 - j) **Performance Bond**—This is required when a FSMC and a sponsor enter into one or more contracts totaling over \$150,000. The amount of the bond must be no less than ten (10) percent of the value of the contract(s) for which the bid is made. The performance bond must be from a surety company listed in the U.S. Department of the Treasury Circular 570.
 - k) **Procurement**—The process of obtaining goods and/or services in accordance with applicable rules and regulations.
 - l) **Responsive Bidder**—A bidder whose bid conforms to all the material terms and conditions of the solicitation.
 - m) **Responsible Bidder**—A bidder who is capable of performing successfully under the terms and conditions of the contract.
 - n) **Summer Food Service Program (SFSP)**—The SFSP was established to ensure that low-income children continue to receive nutritious meals when school is not in session. Free meals that meet Federal nutrition guidelines are provided to all children at approved SFSP sites in areas with significant concentrations of low-income children. The U.S. Department of Agriculture (USDA) administers the SFSP at the national level. CDE administers the SFSP in the State of Colorado. Contracting entities receive Federal reimbursement from CDE to cover the administrative and operating costs of preparing and serving meals to eligible children at one or more feeding sites.
 - o) **State agency administering the SFSP**--Colorado Department of Education (CDE)
 - p) **Unitized Meal**—An individual portioned meal consisting of a combination of foods meeting the SFSP meal pattern requirements, delivered as a unit with or without milk or juice. CDE may approve exceptions to the unitized meal requirement, such as separate hot and cold packs.
- Other terms shall have the meanings ascribed to them in the SFSP regulations (7 CFR Part 225)

2. Submission of Bids

- a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.
- b) Bids must be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked as "original" will be maintained by the sponsor and be governing should there be a variance between that copy of the bid and the other two copies submitted by the bidder.

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

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

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

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

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

3. Explanation to Bidders

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

4. Acknowledgement of Amendments to IFBs

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

5. Bidders Having Interest in More Than One Bid

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

6. Time for Receiving Bids

Sealed bids shall be deposited at the sponsor's address no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

7. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.

8. Award of Contract

- a) The contract will be awarded to that responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the sponsor, price and other factors considered.
- b) The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
- c) The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.
- d) Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

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

- a) Any bid received after the exact time specified for receipt of bids will not be considered unless it is received before award is made, and it was sent by registered or certified mail not later than the fifth calendar day prior to the specified date (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier.)
- b) Any modification or withdrawal of bids is subject to the same conditions as in (a) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set receipts of bid. The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service).
- c) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

SECTION D: SCOPE OF SERVICES

- A. 7 Code of Federal Regulations (CFR) Part 225, entitled Summer Food Service Program is hereby incorporated by reference. Both the sponsor and the FSMC must operate in accordance with all Program regulations.
- B. Contractor agrees to deliver unitize meals * _____ of milk or juice to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
- C. All meals furnished must meet or exceed USDA requirements set out in Schedule C, attached hereto and made a part hereof. Food Service Management Companies may prepare unitized meals, with or without milk, for use in Summer Food Service Program.
- D. Contractor shall furnish meals as ordered by the sponsor during the period of ** _____ to ** _____. Meals served are to be *** _____ days a week, as specified in Schedule A.

* Insert "inclusive" or "exclusive" as applicable.

** Sponsor shall insert contract commencement date and expiration date.

*** Sponsor shall insert appropriate number of serving days.

Sponsors may not contract out the following management responsibilities of the Program (7 CFR 225.15(a)(3)). The Sponsor is responsible for full compliance with rules and regulations relating to implementation of the

SFSP. (7CFR 225.15(3)). The following administrative responsibilities must remain with an employee of the Sponsor, and may not be delegated to a FSMC employee.

The Sponsor is responsible for:

1. Meal orders
2. Records and preparation and submission of claim for reimbursement
3. Training and monitoring
4. Submission of Media Release
5. Completion of Summer Food Service Program Sponsor and Site Application

SECTION E: UNIT PRICE SCHEDULE AND INSTRUCTIONS

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

*Contracting entities should indicate whether or not milk should be included in meals/snacks.

2. Evaluation of Bids will be performed as follows: Determine the grand total bid for each bidder by totaling the bids for each meal type from Schedule(s) D. Bidders calculations will be checked prior to totaling.
3. Pricing shall be on the cycle menus described in Schedule B. All bidders must submit bids on the same cycle menus provided by the sponsor. Deviation from the cycle menus shall be permitted only upon authorization of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, etc.).

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

4. Average Daily Number of Meals are estimated: They are the best known estimates for requirements during the operating period. The sponsor reserves the right to order more or less meals than estimated at the beginning of the operating period. Contractor will be paid at the 100% unit cost rate during the payment period specified. (The sponsor will indicate in Section F, Item 4, "Method of Payment," whether the payment period is weekly, bi-weekly or monthly). Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approved level of meal service designated by the administering office for each site serving meals provided by the contractor. However, if average meals delivered per day by type over the contract period fall 90% of the applicable average daily estimate, adjustments will be made to the per unit price in accordance with Schedule D.

5. Evaluation of Bidders: A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Each bidder will be evaluated on the following factors:
 - a) Financial capability to perform a contract of the scope required.
 - b) Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards.
 - c) Previous experience of the bidder in performing services similar in nature and scope.
 - d) Other factors such as transportation capability, sanitation and packaging.

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

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

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

** Insert mutually agreed day.

*** Sponsor shall insert appropriate number of hours.

7. Cycle Menu Change Procedure: Meals will be delivered on a daily basis in accordance with cycle menus which appear in Schedule B. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, the sponsor shall be notified immediately so substitutions can be agreed upon. The sponsor reserves the right to suggest menu changes within the contractor's suggested food cost, periodically throughout the contract period.
8. Noncompliance. The sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. **The contractor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications.** The sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The sponsor or inspecting agency shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection. The SFSP regulations provide that statistical monitoring procedures may be used to disallow payment for meals which are not served in compliance with SFSP regulations. In the event that disallowances are made on the basis of statistical monitoring, the sponsor and the contractor will be notified in writing by the CDE as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical monitoring procedures employed.
9. Specifications.
 - A. Packaging:
 1. Hot Meal Unit – Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204° C) or higher.
 2. Cold Meal Unit (or Unnecessary to Heat) – Container and overlay to be plastic or paper and non-toxic.
 3. Cartons – Each carton to be labeled. Label to include:
 - a. Processor's name and address (plant).
 - b. Item Identity, meal type.
 - c. Date of production.
 - d. Quantity of individual units per carton.
 4. Meals shall be delivered with appropriate nonfood item: condiments, straws for milk, napkins, single service ware, etc. Sponsor shall insert the types of nonfood items that are necessary for the meals to be eaten:

 - B. Food Preparation:

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery, with the exception of shelf stable meals. Meals shall be prepared in accordance with State and local health standards.
 - C. Food Specifications:

Bids are to be submitted on the cycle menus included in Schedule B; and portions shall, as a minimum, be the quantities specified by USDA for each component of each meal, as included in Schedule C of this contract.

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

Milk means whole milk, low fat milk, skim milk, and buttermilk. All milk must be fluid and pasteurized and must meet State and local standards for the appropriate type of milk. Milk may be flavored or unflavored. All milk should contain Vitamins A and D at the levels specified by the Food and Drug

Administration and at levels consistent with State and local standards for such milk. Milk delivered hereunder shall conform to these specifications.

SECTION F: GENERAL CONDITIONS

1. Delivery Requirements
 - A. Delivery will be made by the contractor to each site in accordance with the order from the sponsor.
 - B. Meals are to be delivered daily, unloaded, and placed in the designated location by the contractor's personnel at each of the sites and times listed in Schedule A.
 - C. The contractor shall be responsible for delivery of all meals and/or dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
 - D. The sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A, and make changes in the approved level for the maximum number of meals which may be served under the Program at each site (established under Section 225.6(d)(2) of the SFSP regulations). The sponsor shall notify the contractor by providing an amendment to Schedule A, of all sites which are approved, cancelled, or terminated subsequent to acceptance of this contract, and of any changes in the approved level of meal service for a site. Such amendments shall be provided within * _____ hours or less.

*Insert mutually agreed upon number.
2. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging, in addition to the quality of products.
3. Recordkeeping
 - A. Delivery tickets must be prepared by the contractor at a minimum of three copies: one for the contractor, one for the site personnel and one for the sponsor. Delivery tickets must be itemized to show what meal was delivered, the number of meals delivered, the date and time of delivery, and must match the menu for the day the meals were delivered and served. Designees of the sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the sponsor only if signed by sponsor's designee at the site.
 - B. The contractor shall maintain records (supported by delivery tickets, invoices, receipts, purchase orders, production records, or other evident) for this contract that the sponsor will need to meet its responsibilities, and shall submit all required reports to the sponsor promptly at the end of each month, unless more frequent reports are required by the sponsor or are required for a CDE audit or review.
 - C. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the sponsor's final claim for reimbursement, or until the final resolution of any audits, for inspection and audit by representatives of CDE, representative of the U.S. Department of Agriculture, the sponsor and the U.S. General Accounting Office at any reasonable time and place.
 - D. The contractor shall submit records of all costs incurred in the sponsor's food service operation in sufficient time to allow the sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline.
4. Method of Payment

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

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

**Sponsor shall insert “weekly”, “bi-weekly” or “monthly”.

5. Inspection of Facility

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

6. Performance Bond Requirement

The successful bidder shall provide the sponsor with a performance bond in the amount of ten (10) percent of the contract price. The FSMC must obtain the performance bond from a surety company listed in the current Department of the Treasury Circular 570. The FSMC may not obtain any “alternative” form(s) of performance bond, including but not limited to cash, certified checks, letters of credit, or escrow accounts. The performance bond must be furnished to the sponsor within ten days of the awarding of the contract.

7. Insurance

The contractor shall carry product casualty and insurance (theft, storm, and fire damage, general food safety and sanitation) on all food and supplies in the contractor’s custody or control regardless of location, in accordance with acceptable industry practices. The insurance carrier shall have a rating of A- or better as rated by the A.M. Best Company. The sponsor shall be an additional named insured agency on the Certificate of Insurance and all payments of losses shall be made payable jointly to the contractor and the sponsor. The extent of coverage shall exceed the amount of the contract by 10% and not more than 25% of the total contract.

Bids shall be accompanied by a statement from an insurance carrier, licensed to conduct business in the State of Colorado, indicating the carrier’s agent has reviewed the bid and insurance requirements, can satisfy all required coverage specifying the type of policy/coverage providing said coverage. The successful bidder shall provide proof of insurance to the sponsor not later than ten days following award of the contract. Coverage shall not lapse during the period of the contract. Contract extension will require proof of insurance for the period of time service is extended according to the contract or amendments made to the contract. Each item below must be covered in writing on the Certificate of Insurance.

- 1. The policies must state “all risks,” or “special causes of loss,” or “broadest coverage available in the market place” and the dollar value limit.
- 2. There must be a 30-day cancellation or non-renewal notice rather than ten. This notice must be directed to the sponsor.
- 3. The certificate of insurance must remove the words “endeavor to” from the cancellation section to reflect a firm commitment toward issuing a written cancellation or non-renewal notice to the certificate holder.
- 4. The food and supplies used for meeting the terms of the food service contract must be covered using one of the following acceptable terms: marine, cargo, inventory, contents, stock or warehouse legal liability.
- 5. The sponsor shall be provided an endorsed/executed copy of the insurance policies that cover the food and supplies.

8. Availability of Funds

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

9. Number of Meals and Delivery Times

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

10. Emergencies

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

*** Sponsor shall set time in accordance with SFSP regulations and CDE instructions.

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

**** Sponsor shall insert the same number as in Section F-1.D under General Conditions.

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

11. Renewals

This Contract shall be in effect for the period indicated in Section D, Item D and may be renewed for four additional years (periods) upon mutual agreement between contractor and sponsor. The fixed fee per meal/Meal Equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI) which will be provided by CDE annually.

12. Termination

A. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing.

The sponsor shall have the right, upon such written notice, to immediately terminate the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. Prior to termination, the sponsor shall contact the CDE concerning procedures for conducting a reprocurement action.

B. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract. If it is found by the sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to an officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be an issue and may be reviewed in any competent court.

C. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled to (1) pursue the same remedies against the contractor as it could pursue in the event of the breach of the contract by the contractor, and (2) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the cost incurred by the contractor in providing any such gratuities to any such officer or employee.

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

13. Subcontractors and Assignments

The vendor/ contractor shall not subcontract for the total meal, or for the assembly of the meal, and shall not assign, without the advance written consent of the sponsor, this contract or any interest therein. The vendor/contractor must assure the sponsor in writing that this will not inflate costs or lessen control of the quality and supply of the meals. In the event of any assignment, the contractor shall remain liable to the sponsor as principal for the performance of all obligations under this contract.

SECTION G: GENERAL PROVISIONS

1. Equal Opportunity

The contractor (FSMC) shall comply with Title VI of the Civil Rights Act of 1964 (Race, National Origin, Color), Title IX of the Education Amendments of 1972 (Sex), Section 504 of the Rehabilitation Act of 1973 (Disability), the Age Discrimination Act of 1975 (Age), and the USDA's regulations concerning nondiscrimination (7 CFR parts 15, 15a and 15b); including any additions or amendments.

2. Clean Air and Water

If this contract is in excess of \$150,000, the sponsor and FSMC shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857), or the Federal Water Pollution Control Act (33 USC 1319), as amended.

3. Certifications

FSMC shall execute and comply with the following certifications:

- a) Suspension/debarment certification shall be provided by: (1) the sponsor accessing the *Excluded Parties List System* <https://www.epls.gov> (or, as applicable, the System for Award Management (SAM), which is available at <https://www.sam.gov>), printing the page from the *Excluded Parties List System* (or SAM system), and maintaining such record with other supporting documentation to demonstrate that the FSMC is not suspended or debarred, or (2) that by signing this Contract the FSMC certifies that they have not been suspended or debarred prior to Program participation.
- b) Schedule E: Anti-Collusion Affidavit, which is attached and fully incorporated herein.
- c) Schedule F: Certification Regarding Lobbying, which is attached and fully incorporated herein.
- d) Schedule G: Standard Form – LLL, Disclosure of Lobbying Activities, which is attached and fully incorporated herein.

INSTRUCTIONS FOR COMPLETION OF SCHEDULE A: SITE INFORMATION LIST

Sponsor (CE) Name—Enter the legal name of the sponsor

CE Address—Enter the address of the sponsor

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

For each site complete the following:

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

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

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

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

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

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

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

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

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

SCHEDULE A: SITE INFORMATION LIST

Enter site information or attach equivalent information

Sponsor Name	Sponsor Address	Sponsor Contact Person/Phone Number
		() -

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

SCHEDULE B: CYCLE MENU

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

SCHEDULE C: Summer Food Service Program Meal Pattern Requirements

Food Component	Breakfast	Lunch or Supper	Snack ² Serve any two of the four components (must be two DIFFERENT components)
Milk, fluid ³	1 cup (8 fluid ounces)	1 cup (8 fluid ounces)	1 cup (8 fluid ounces)
Vegetables and Fruits Vegetable(s) and/or fruit(s) or Full-strength fruit or vegetable juice ⁴ or An equivalent quantity of any combination of the above vegetables and fruits	½ cup ½ cup (4 fluid ounces)	¾ cup total ^{4,5}	¾ cup ¾ cup (6 fluid ounces)
Grains and Breads ⁶ Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal or Cooked cereal or Cooked pasta or noodle products or Cooked cereal grains or An equivalent quantity of any combination of the above grains and breads	1 slice 1 serving ¾ cup or 1 ounce ½ cup ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 ounce ½ cup ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 ounce ½ cup ½ cup ½ cup
Meat and Meat Alternates Lean meat or poultry or fish ⁷ or Alternate protein products ⁸ or Cheese or Cottage cheese or Eggs or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds ⁹ or Yogurt ¹⁰ , plain or flavored, unsweetened or sweetened or An equivalent quantity of any combination of the above meat and meat alternates	Optional	2 ounces 2 ounces 2 ounces ½ cup 1 large egg ½ cup 4 tablespoons 1 ounce = 50 percent 8 ounces or 1 cup	1 ounce 1 ounce 1 ounce ¼ cup ½ large egg ¼ cup 2 tablespoons 1 ounce 4 ounces or ½ cup

¹The meal pattern shows the minimum amounts of each component that must be made available to each child to claim reimbursement for the meal. Children may be served larger portions but not less than the minimum quantities specified.

²Snack must consist of two food items, each from a different food component. Juice cannot be served when milk is the only other snack component.

³Milk must be provided as a beverage. The Colorado Department of Education requires that milk provided is 1% (low-fat) or skim (fat-free).

⁴At lunch and supper, full-strength 100 percent vegetable or fruit juice cannot be counted to meet more than half (¾ cup) of this requirement.

⁵Serve two or more different kinds of vegetables and/or fruits, i.e., two vegetables, two fruits or one vegetable and one fruit.

⁶Bread, pasta or noodle products and cereal grains must be whole grain or enriched. Cornbread, biscuits, rolls, muffins and other breads must be made with whole-grain or enriched flour or meal. Breakfast cereals must be whole grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.

⁷Edible portion of cooked lean meat, poultry or fish as served, e.g., cooked lean meat without bone.

⁸Alternate protein products must meet the requirements specified by the U.S. Department of Agriculture (USDA) in Appendix A to Part 225 of the SFSP regulations.

⁹At lunch or supper, nuts and seeds cannot meet more than 50 percent of the meat/meat alternates requirement. They must be combined with another meat/meat alternate to meet the requirement. One ounce of nuts or seeds equals one ounce of cooked lean meat, poultry or fish.

¹⁰To increase nutrient variety, yogurt should not be served when milk is the only other snack component.

Note: If the Colorado Department of Education Office of School Nutrition approves the sponsor to serve smaller portion sizes to children under 6 years or larger portions to children 12-18 years, the sponsor must meet the meal patterns specified in the Child and Adult Care Food Program (CACFP) regulations 7 CFR 226.20.

SCHEDULE D: UNIT PRICE SCHEDULE

Instructions:

Sponsor: Complete Items (a), (b) and (c) for each Meal Type.

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

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

Adjustments:

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

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

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

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

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

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

² Obtained from Schedule A by totaling the "Total Meals" for each specific meal type.

³ "Unit Cost" specified is that cost based on 100% Average Daily Meals Needed.

SCHEDULE D-1: SUMMARY BID SHEET

Meal Type	Total Number of Meals	Unit Cost¹	Total
Breakfast		\$	\$
AM Snack		\$	\$
Lunch		\$	\$
PM Snack		\$	\$
Supper		\$	\$
TOTAL		\$	\$

¹ "Unit Cost" must be identical to those unit costs listed on the Unit Price Schedule (Schedule D).

SCHEDULE E: ANTI-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

Signed _____

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

Notary Public (or Clerk or Judge) _____

My commission expires _____

SCHEDULE F: CERTIFICATION REGARDING LOBBYING 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 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 any 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 of Lobbying Activities, 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 or not less than \$10,000 and not more than \$100,000 for each such failure.

By _____ Date _____
(Signature of FSMC Authorized Representative)

Name (Print or Type) _____ Title _____

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-awardee recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-Awardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

SCHEDULE G: DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, 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 Entity <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<i>Federal Use Only:</i>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.