

The Summer Food Service Program

Food That's In When School is Out!

2011 Vended Sponsor's Guide



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**For your reading ease, changes from last
year's edition are highlighted.**

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Table of Contents

FOOD SERVICE MANAGEMENT COMPANIES

Contracting with a Food Service Management Company	3
Year-round Contracts With School Food Authorities	5
Selecting a Company	5
Procurement	5
Minority Business Enterprise.....	6
Invitation for Bid and Contract	6
Formal Competitive Bid Waivers	7
Formal Competitive Sealed Bid Procedures	7
Bid Bond	8
Bid Specifications	8
Food Service Management Company Requirements.....	10
Awarding the Contract.....	11
State Agency Approval	12
Performance Bond	12
Award Conference	12
Administering the Contract.....	13
<u>Part III</u> Questions and Answers	19

Attachments

School Food Authority Agreement	1
Bid Packet for FSMC Contracts Under \$100,000	2
Bid Packet for FSMC Contracts Over \$100,000	3

FOOD SERVICE MANAGEMENT COMPANIES

In this guide, you will find information on:

- soliciting food services from local schools;
- selecting a food service management company;
- invitation for bid and contract;
- competitive bid waivers and standard competitive bid procedures;
- bid specifications; and
- how to award and administer a contract for food service.

Contracting with a Food Service Management Company

What is a Food Service Management Company?

(7 CFR 225.2 definitions)

In the SFSP, the term "food service management company (FSMC)" means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the program, or for managing a sponsor's food service operations in accordance with the limitations set forth in the program regulations on *management responsibilities of sponsors*. Food service management companies may be (a) public agencies or entities; (b) private nonprofit organizations; or (c) private, for-profit companies.

Are there any limitations on what a FSMC can do?

(7 CFR 225.15(a) (3))

There are some specific program management responsibilities that sponsors may not contract out to an FSMC, including, but not limited to:

- meal ordering,
- assuming official recordkeeping responsibilities, including meal count information to substantiate claims,
- submitting claims,
- training and monitoring administrative and site staff,
- announcing availability of meals to the news media, and
- determining income eligibility and maintaining individual income eligibility statements.

Sponsors should check with the Missouri Department of Health and Senior Services before allowing an FSMC to undertake any other tasks that may have been identified as management functions that may not be delegated.

Factors Involved with Contracting a FSMC

(7 CFR 225.2 definitions, 225.6(g) and (h), and 225.15(h))

There are several factors that can influence a sponsor's decision to contract for meals with an FSMC. These factors may include the sponsor's lack of food preparation facilities or personnel, a site that is unsuited for meal preparation, or a large number of sites spread over a wide geographical area.

Sponsors that decide to contract with an FSMC to obtain meals are called "vended sponsors" and must meet various program requirements and follow certain procedures. FSMCs that enter into a contract with a sponsor to prepare and deliver meals must provide meals that comply with program regulations and their contract with the sponsor.

The duration of an agreement with an FSMC generally is limited to a single year, due to the nature and design of the SFSP. However, to be consistent in the administration of all child nutrition programs, SFSP sponsors, with the Missouri Department of Health and Senior Services approval, may execute agreements with FSMCs that include an option for renewal that does not exceed four additional years from the original agreement. This optional extended agreement streamlines the procurement process with FSMC contracts but does not compromise the integrity of the SFSP. Every precaution must be taken to ensure procurements are conducted in accordance with Federal procurement standards. And, all contracts shall include a termination clause whereby either party may cancel for cause with a 60-day notification. Sponsors should contact the State agency for more details (SFSP 09-2007, July 27, 2007, Food Service Management Company Contracts).

It is important that both sponsors and FSMCs are familiar with the information in this section. A successful vended operation depends on both parties fully understanding their mutual responsibilities in the program.

Soliciting Local Schools (7 CFR 225.15(b)(1))

Federal regulations strongly encourage sponsors to first consider their local school food authority (SFA) as a source for obtaining meal service. Using the facilities of local public or private schools to prepare or obtain meals offers the sponsor several advantages. These schools often prepare large numbers of meals during the school year and already have the facilities and the staff to prepare meals for the SFSP. In addition, many schools are accustomed to preparing meals that meet USDA requirements if they participate in other child nutrition programs. Also, the agreement needed to obtain the service of an SFA is simpler to execute than the formal competitive procurement process that is required to use a commercial company.

When assessing a school's ability to provide meal service, sponsors must consider whether or not an adequate delivery service to sites can be established and whether the meals prepared by the school are comparable in price and quality to those available from commercial vendors.

Sponsors that use local SFA facilities must enter into a written agreement with the school, but are not required to utilize the competitive bid procedures described below if the school itself does not obtain its meals from an FSMC. (Attachment 1 in the Reference Section includes a sample agreement between the school and sponsor to furnish prepared meals.)

Year-Round Contracts With School Food Authorities

Generally, if the school itself obtains its meals from an FSMC, the sponsor may not enter into an agreement for meal service, but must use the competitive bid procedures described below.

However, if a sponsor is considering using an SFA that has executed a year-round contract with an FSMC it may be permitted to enter into an agreement with the SFA. The sponsor should check with the State agency before implementing a contract to determine whether SFSP meals may be included in a contract that was competitively procured on a cost-plus-fixed fee basis (Policy Memo #1-04; Contract Requirements for School Sponsors: March 2, 2004).

Selecting a Company

If a written agreement with a local school is not possible or is not beneficial, sponsors may contract with an FSMC to prepare and deliver meals. There are specific management responsibilities that sponsors may not contract out, such as monitoring, staff training, enforcing corrective action, or preparing program applications and claims for reimbursement. Sponsors remain legally responsible for ensuring that the food service operation meets all requirements specified in the agreement they sign with the State agency. It is also important to note that the contract is between the sponsoring organization and the FSMC only, and neither USDA nor the State agency have jurisdiction to enforce it with either party, or resolve any disputes that may arise.

Procurement

All procurement of food, supplies, goods, and other services with program funds by sponsors must comply with procurement standards prescribed in USDA's Uniform Federal Assistance Regulations, 7 CFR Part 3016 for public sponsors, 7 CFR Part 3019 for private non-profit

sponsors, and 7 CFR Part 225 Summer Food Service Program regulations. (Note: USDA issued a final rule on August 14, 2000, that established Part 3016 and Part 3019 as the appropriate USDA procurement regulations for USDA entitlement programs, including the SFSP and other child nutrition programs.) The State agency will make these documents available to sponsors upon request, and can provide more detailed information about these minimum purchasing requirements. In addition to complying with the minimum Federal standards, sponsor purchases may have to meet other State, local, and/or State agency standards, as well as special procurement requirements which may be established by the State agency, with approval of FNS, to prevent fraud, waste, and program abuse.

**Minority Business Enterprise
(7 CFR 3016.36(e), 3019.44(b) and 7 CFR 225.17))**

All sponsors are encouraged to take affirmative steps to ensure that minority firms and women's business enterprises are used when possible. Affirmative steps may include placing such businesses on solicitation lists and ensuring such businesses are solicited whenever they are deemed potential sources. When economically feasible, sponsors may wish to divide their total procurement needs into smaller quantities to facilitate participation by minority business enterprises. They may also want to establish delivery schedules that will help minority business enterprises meet deadlines. Sponsors can use the services and assistance of the Small Business Administration and the Office of Minority Business Enterprise of the Department of Commerce.

**Invitation for Bid and Contract
(7 CFR 225.6(h)(2))**

State agencies may require all sponsors under their jurisdiction to use a standard contract for meals provided by an FSMC. These standard contracts may vary according to different State and local requirements. This document can serve a dual purpose. It may contain the specific information a bidder needs to submit (The Invitation for Bid) and, upon acceptance of the bid and execution, it becomes the contract.

**Formal Competitive Bid Waivers
(7 CFR 225.15(h)(4))**

Sponsors that choose to purchase meals from SFAs are not required to conduct competitive procurements to obtain those meals but must still enter into agreements which include the terms and conditions of the purchasing arrangements with the SFAs. Sponsors that are schools or SFAs and have an exclusive contract with an FSMC for year-round service; and sponsors whose total contracts with FSMCs will not exceed \$100,000, or any applicable State or local thresholds, are not

required to comply with the competitive sealed bid procedures provided below. In addition to any applicable State or local laws governing bid procedures, all other sponsors that contract with an FSMC shall comply with the competitive sealed bid procedures below. The State agency is responsible for ensuring that contracting and bidding procedures meet USDA requirements and will provide technical assistance to sponsors to help them meet these requirements (SFSP 08-2008, July 3, 2008; Simplified Acquisition Threshold).

Formal Competitive Sealed Bid Procedures (7 CFR 225.15(m)(4)(i)-(xii))

Formal competitive sealed bid procedures include five steps:

1. Preparing an Invitation for Bid (IFB) package.
2. Publicly announcing all IFBs not less than 14 days before bids are opened. Announcements must include the time and place of the bid opening.
3. Notifying the State agency of the time and place at least 14 days before the bid opening.
4. Publicly opening all bids.
5. Submitting to the State agency copies of all contracts, a certificate of independent price determination, and copies of all bids received, as well as the sponsor's reason for selecting the chosen FSMC. (In some cases, these documents must be submitted to the State agency before issuing a contract award.)



Careful preparation of the IFB is the most important step in the competitive bid process. Sponsors must supply the IFB to all companies responding to the public announcement.

The sponsor's IFB must include:

- a cycle menu approved by the State agency;
- food specifications and meal quality standards;
- a statement requiring compliance with SFSP regulations;
- nonfood items essential for conducting the food service;
- special meal requirements to meet ethnic or religious needs or dietary modifications for children with special physical or medical needs, only if these are necessary to meet the needs of the children to be served; and
- the location of the sponsor's sites and the estimated range of meals required.

The sponsor's IFB must **not**:

- specify a minimum price;
- provide for loans or any other monetary benefit, term, or condition to be made to sponsors by FSMCs; nor
- include nonfood items that are not essential to the conduct of food service.

Bid Bond

(7 CFR 225.15(h)(5))

If FSMCs submit a bid over \$100,000, they must submit a bid bond in an amount not less than 5 percent and no more than 10 percent of the value of the contract for which the bid is made, as determined by the sponsor and specified in the IFB. Food service management companies are prohibited from posing any alternative forms of bid bonds. Cash, certified checks, letters of credit, and escrow accounts, are not acceptable substitutes for bid bonds. The bond must be from one of the companies listed in the most recent issue of the United States Department of Treasury Circular 570, which is available from the Government Printing Office for a small fee. Sponsors may obtain a copy by calling (202) 512-1800, or by downloading at: <http://www.fms.treas.gov/c570/index.html>.

It is important that the FSMC respond to the IFB accurately and completely. FSMCs that attempt to modify any provision of the IFB, or otherwise fail to comply with all IFB requirements, will be considered "non-responsive" and ineligible for contract award. A more detailed discussion of bid specifications follows.

Bid Specifications

Sponsor Responsibilities (7 CFR 225.6(h)(2)). The sponsor must include the following information in the IFB so that bidders will know the exact terms of the bid.

- **Site Information (7 CFR 225.6(h)(2)(iii)):** The sponsor must include a list of proposed site names, addresses, delivery locations, times of meal service, and days of operation. With this information, a bidder can estimate the cost of delivery and the feasibility of meeting the sponsor's requirements. The sponsor should specify in the IFB that single deliveries for multiple meals (e.g., breakfast and lunch) are allowed only at those sites that are equipped with adequate storage and refrigeration facilities.
- **Cycle Menu (7 CFR 225.15 (h)(4)(v) and (vii)):** The sponsor also must attach a cycle menu that lists the types and amounts of food in each meal. Program regulations specify minimum meal pattern requirements, but sponsors may improve upon these minimums to increase the variety and appeal of menus. Sponsors may request approval from the State agency for variations from the meal requirements only when necessary to meet ethnic, religious, economic, or nutritional needs.

- **Meal Requirements (7 CFR 225.15(h)(4)(vi) and 225.7(c)):** As part of the IFB, the sponsor must provide the FSMC with a copy of the meal requirements outlined in Section 225.16 of the SFSP regulations. The sponsor also must provide a copy of the minimum food specifications and model meal quality standards required by Section 225.7(c) of the SFSP regulations. The FSMC must deliver meals that meet these meal requirements and minimum food specifications and model meal quality standards.

Reimbursable Meals (7 CFR 225.6(h)(2)(ix) and 225.15(h)(4)(ix)): Under the provisions of the contract between the sponsor and the FSMC, the sponsor is required to pay only for the delivered meals that meet these requirements and should not pay for ineligible meals. Similarly, the sponsor will receive payments from the State agency only for meals that meet these requirements.

Quality Control: An effective quality control system is essential for verifying that meal components meet the minimum quantity requirements. During food preparation, the FSMC should regularly inspect and measure items to ensure correct sizes and weights. Setting production equipment for the desired specifications is no substitute for a quality control system, because equipment settings may become distorted during operation. State agencies and sponsors are responsible for sampling meals and disallowing payment for meals that fail to meet minimum standards. The entire meal must be disallowed for reimbursement if any component does not meet minimum standards.

Unitized Meals (7 CFR 225.6(h)(3)): Sponsors must ensure that FSMCs provide "unitized" meals with or without milk or juice. This means that meals must be individually portioned, packaged, delivered, and served as a unit. The milk or juice may be packaged and provided separately, but must be served with the meal unit. Other variations of unitized meals can be approved by the State agency.

USDA Foods (7 CFR 225.9(b)): Sponsors of vended programs can only receive USDA Foods (Commodities) if the vendor is a school or school district, or if the sponsor is an SFA that competitively procures its SFSP meals from the same FSMC that competitively provided its most recent NSLP meals.

Meal Range Adjustments (7 CFR 225.6(h)(2)(xi)): Actual participation under a given sponsorship frequently varies from the estimate specified in the IFB. The FSMC bases a bid on the

specifications and expects to be serving close to the number of meals listed in the estimate. A sizeable discrepancy between estimated and actual participation can increase or decrease the FSMC's unit production cost. Therefore, the sponsor must carefully estimate the number of meals it will need each day. Sponsors also should consider including a provision that will decrease the per-meal price if the number of meals served exceeds expectations. Sponsors may increase or decrease the number of meals specified in the IFB only after notifying the FSMC. Sponsors should consider specifying in the IFB a time period during which changes in a site's meal orders may be made to the vendor. A reasonable time frame for notifying the vendor may be within 24 to 36 hours of the change. Increases in maximum meal service levels at sites receiving vended meals must be approved by the State agency.

Special Accounts (7 CFR 225.6(f)): The State agency may require sponsors to set up special accounts at financial institutions. If such accounts are established, the sponsor must deposit any payments received from the State agency in the special account. Both the FSMC and the sponsor must authorize any checks drawn on this account. This is to help ensure that the company receives payment for the eligible meals it provides to the sponsor's program.

Food Service Management Company Requirements

There are several specific requirements FSMCs should be aware of before submitting a bid. These requirements are:

- **Health Certification and Inspection (7 CFR 225.6(h)(2)(v)):** An FSMC must have State or local health certification for the facility(ies) used to prepare meals for the SFSP. The company must ensure that health and sanitation requirements are met at all times. In addition, the company must ask local health authorities or independent agencies to periodically inspect the meals they serve to determine bacteria levels. These levels must conform to the standards set by local health authorities. The company must submit the results of the inspections promptly to the sponsor and the State agency.
- **State Agency Inspections (7 CFR 225.7(d) (6) and (e)):** FSMCs also should be aware that the State agency must inspect the FSMC's facilities as part of the sponsor review. In addition, the State agency may conduct inspections of food preparation facilities and food service sites and perform meal quality tests. This inspection is independent of the one the FSMC provides.
- **Records (7 CFR 225.6(h)(2)(vii)):** FSMCs must maintain

records (supported by invoices, receipts, or other evidence) that the sponsor needs to meet program responsibilities. Companies must report to the sponsor at the end of each month, at a minimum. The FSMC must keep the books and records concerning the sponsor's food service operations for three years, or longer if required by the State agency, from the date of receipt of final payment under the contract. Representatives of the State agency, USDA, and the United States General Accountability Office may examine or audit these records at any reasonable time and place. Records must be retained longer if there is an unresolved audit or investigation.

- **Subcontracts (7 CFR 225.6(h)(2)(ii)):** FSMCs may not subcontract with another company for the total meal (with or without milk) or for assembling of the meal. Subcontracting is prohibited because it inflates costs and lessens the sponsor's control over the quality and supply of the meals.
- **Contract Responsibility (7 CFR 225.6(h)(2)(ix)):** **It is important for the prospective FSMC to realize that the contract is a private contract between the FSMC and the sponsor.** Neither USDA nor the State agency has any jurisdiction in the payments made to the FSMC. Before contracting to provide meals for the program, the FSMC needs to assess the sponsor's capability to meet the terms of the contract and the sponsor's capability to pay them for all meals that are properly delivered. If applicable, the company should become familiar with the sponsor's past performance in this or other federally funded programs.

Awarding the Contract

Sponsors should award the contract to the responsive and responsible bidder whose per-meal bid was lowest in price. "Responsive" bidders are those whose bids conform to all of the terms, conditions, and requirements of the IFB. Sponsors are encouraged to use the services of minority-owned companies and should consult local and State authorities regarding the applicability of preference and set-aside provisions. Only statutory or court decreed preferences and set-asides that are not excessive may be used.

The sponsor should award the contract at least two weeks before program operations will begin to allow time for both the FSMC and the sponsor to prepare. The sponsor must give to the State agency copies of all bids the sponsor received and the reason it chose that particular FSMC.

State Agency Approval
(7 CFR 225.6(h)(6))

All bids totaling \$100,000 or more must be submitted to the State agency for approval before the sponsor can accept a bid. In addition, any bids (regardless of dollar amount) that exceed the lowest bid must be submitted to the State agency for approval before acceptance, with an explanation of why that particular bid was chosen. The IFB that the sponsor accepts will become the contract for program operations between the sponsor and the FSMC. The State agency will keep copies of all contracts between sponsors and FSMCs.

Performance Bond
(7 CFR 225.15 (h)(6))

When an FSMC and a sponsor enter into one or more contracts totaling over \$100,000, the company must obtain a performance bond from a surety company listed in the current United States Department of Treasury Circular 570. The Circular is available from the Government Printing Office for a small fee. Sponsors may obtain a copy by calling (202) 512-1800 or downloading the file from: <http://www.fms.treas.gov/c570/index.html>.

The amount of the bond must be no less than 10 percent or no more than 25 percent of the value of the contract, as determined by the State agency and specified in the IFB. FSMCs are prohibited from posing any alternative forms of performance bonds. Cash, certified checks, letters of credit, and escrow accounts are not acceptable substitutes for performance bonds. The FSMC must furnish a copy of the bond to the sponsor within 10 days of the contract's award.

Award Conference

After awarding but before executing the contract, all sponsor and FSMC representatives should meet to discuss their mutual and individual responsibilities in the SFSP. In this meeting, which is called the award conference, the representatives should review the IFB's required procedures for adjusting meal deliveries, cycle menus, food quality specifications, and meal packaging, as well as sanitation requirements.

The FSMC also must be familiar with all State and local health requirements, particularly those concerning food preparation and meal delivery. Most vended meals are packaged to prevent contamination. Thus, the greatest danger usually results when meals are held too long or are stored under improper temperature controls. Sponsors should also inform the FSMC of the function of monitors, reviews, and statistical monitoring, if applicable, in the operation of SFSP.

Administering the Contract

Food Service Sites

Sponsors should provide the FSMC with a list of approved food service sites, along with the limit on the number of meals that may be claimed for reimbursement for each site. It is likely that some approved sites, for one reason or another, may have been canceled or dropped from participation before food service operations begin. A new list should be provided to the FSMC well before it is to start food service operations and at any other time during the program when sites are added or deleted. The sponsor should notify the company within the time limits mutually agreed upon in the contract if any site on its delivery schedule is going to be dropped or canceled.

Approved Meal Levels

During the application approval process, the State agency will approve sponsors that purchase meals from a FSMC to serve a maximum number of meals at each meal service for each site. The approved level represents the maximum number of meals sponsors can serve and claim for reimbursement at each meal service at their vended sites. The State agency may reduce the approved level at any time if it determines that a site's attendance is below its approved level. If a sponsor finds that the approved level is too low, the sponsor may seek an adjustment by requesting the State agency to conduct a site review; or the sponsor may document in writing (to the State agency) that attendance at a site exceeds the approved level.

Sponsors must plan for and adjust meal orders with the objective of serving only one meal to each child at each meal service. A vended sponsor must inform its FSMC of:

- the approved level for each meal service at each site where the FSMC will deliver meals; and
- any adjustments in the approved level for its sites.

Such sponsors must advise the FSMC that the approved level for each site is the maximum number of meals that can be served at that site. This does not mean that these sites will serve that specific number of meals each day. The sponsor must clearly inform its FSMC that it will only be ordering the number of meals actually needed, based on participation trends and with the intent of serving only one meal to each child at each meal service. During reviews, State agencies will disallow all served meals that exceed the approved level for each site.

Adjusting Meal Deliveries

One of the most important topics for discussion in the award conference is the adjustment of meal deliveries. As a sponsor, you should establish a system for collecting information on attendance changes from its sites, translating these changes into adjustments in the meal order, and communicating these adjustments to the FSMC. In turn, the FSMC should have an organized system for:

- receiving orders for delivery adjustments;
- documenting orders for delivery adjustments;
- adjusting production levels, if necessary;
- ensuring that delivery receipts are changed to reflect adjusted meal orders; and
- ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

The FSMC's key personnel must be aware of these responsibilities. For example, the FSMC's delivery personnel must understand that site supervisors cannot independently request more or fewer meals. These requests must be channeled through the sponsor. Meal deliveries may be adjusted only by the sponsor. If the sponsor wants to order in excess of the approved meal level, State agency approval is required.

The attendance at sites will probably fluctuate during the duration of the program, especially if there is no organized activity at a site other than the food service. Sponsors should try to anticipate certain fluctuations in attendance (such as local events that may interfere with site participation) and make arrangements in advance with the FSMC to adjust orders. For example, a consistent drop in attendance each Friday should be handled by reducing the number of meals delivered on Fridays.

Whenever possible, meals should be transferred from a site with too many meals to a site with a shortage, provided that the site's approved meal level is not exceeded. Monitors should be aware of the procedures for handling extra meals so they can assist the site supervisors in making transfers or other arrangements.

During the course of the program, sites may cease food service operations on either a temporary or permanent basis. Also, new sites may be authorized to participate in the SFSP. Site deletions and additions may necessitate changes in delivery routes and production levels, and will require the FSMC's cooperation. Sponsors are responsible for making sure the FSMC is informed of such changes.

Planning Delivery Routes (7 CFR 225.16(c)(5))

The FSMC must carefully plan delivery routes and schedules and should review them with the sponsor. Sites without adequate facilities for holding meals within the temperature ranges established by State or local health ordinances must receive all meals not more than one hour before the beginning of the meal service. Delivery personnel for FSMCs should become familiar with their routes before the SFSP begins to help avoid confusion. The FSMC or sponsor should evaluate and restructure the routes if deliveries for some sites are consistently late. The FSMC is responsible for ensuring that sufficient equipment is available to handle such changes (for example, additional trucks, refrigeration, etc.). Sponsors must plan a system for serving meals when the weather is bad or for canceling meal deliveries and service at sites lacking sheltered facilities. The FSMC should be notified of these contingency plans.

Communication

Good communication is essential for smooth program operations. Even with good management and good intentions, complaints about the food service can arise. FSMCs and sponsors should establish a system for communicating and resolving complaints. Experience indicates that problems can be most efficiently resolved when both the sponsor and the FSMC designate officials to receive and respond to suggestions and complaints.

Reimbursement (7 CFR 225.6(h)(2)(ix))

The FSMC should understand that the sponsor must pay for meals delivered by the FSMC in accordance with the contract. State agencies and USDA are not parties to such contracts. Federal reimbursement to sponsors is based solely upon the number of complete meals that are properly served to eligible children. Therefore, if sponsors do not meet their responsibilities (such as ensuring that meals are served as a unit), meals must be disallowed. Although the sponsor remains contractually liable for the number of meals delivered in accordance with the contract, the FSMC should make sure that it is informed of any sponsor disallowances made by the State agency.



Administrative Reviews (7 CFR 225.7(d)(6) and (e))

During the course of the program, the State agency will conduct administrative reviews of the sponsor's program operations. The reviews are designed to ensure that the sponsor's overall program is operating according to requirements. The results of these reviews may affect the amount of reimbursement a sponsor will receive and the payment to the FSMC. The FSMC should designate an official to be familiar with the total program, particularly with the sponsor's responsibilities. For example, in addition to reading the SFSP

regulations, this guide, and other aids for the sponsor, the FSMC's representatives may want to attend training sessions arranged by the sponsor for food service personnel.

Sponsor Disallowances (7 CFR 225.11(d) and (e))

If the State agency disallows meals for any of the following reasons, the sponsor is still responsible for paying the FSMC:

- excess meals, which are a result of failure to plan and prepare, or order and adjust, meal orders with the objective of providing only one meal per child at each meal service;
- allowing meals to be eaten off-site;
- failure to serve meals as a unit;
- claiming meals served to adults;
- serving meals outside the approved timeframes; and
- serving meals in excess of approved levels.

Food Service Management Company Disallowances (7 CFR 225.6(h)(2) and (3))

Violations that would cause disallowances in the FSMC's payment from the sponsor's reimbursement are:

- delivering meals that are not unitized;
- delivering meals that are wholly or partially spoiled;
- delivering meals outside the designated delivery times;
- delivering meals with components that are less than the required size or weight;
- delivering meals that are missing components; and
- changing menus or substituting components without the sponsor's prior approval.

Default of Contract

A sponsor should ensure that the FSMC contract contains a default or termination clause that allows the sponsor to terminate the contract if the FSMC does not comply with the contract terms. The sponsor will notify the FSMC (and surety company, if a performance bond is in effect) of specific instances of unsatisfactory performance. If the FSMC does not immediately take corrective action, the sponsor may request the surety company to provide another FSMC, or the sponsor may negotiate another contract. The sponsor can negotiate this other contract on a competitive or non-competitive basis. The clause should state that the defaulting FSMC (or surety company if applicable) is liable for any difference in price between the original price and the new contract price.

**Use of Small and Disadvantaged Businesses
(7 CFR 225.17(d), 7 CFR 3016, and 7 CFR 3019)**

Sponsors are encouraged, whenever possible, to procure services from minority business enterprises, small businesses, or women's-owned businesses on solicitation lists. If it is economically feasible, sponsors may wish to divide their total procurement into smaller tasks or quantities to encourage participation by such entities.

A minority business is a business in which the management and daily operations are controlled by a member or members of a minority group. Such minority groups include Blacks or African Americans, Hispanics or Latinos, American Indians or Alaskan Natives, Asians, Native Hawaiian or other Pacific Islanders.

**Assistance Provided By The Small Business Administration
(7 CFR 225.17(d)(5))**

The Small Business Administration (SBA) is an independent Federal agency established to provide assistance to all small businesses. The SBA provides prospective, new, and established members of the small business community with financial assistance, management training, and counseling. SBA's policy is to extend the fullest opportunity for minorities and disadvantaged people to participate in the small business sector. For more information about the SBA and its services, visit the web site at www.sbaonline.sba.gov.

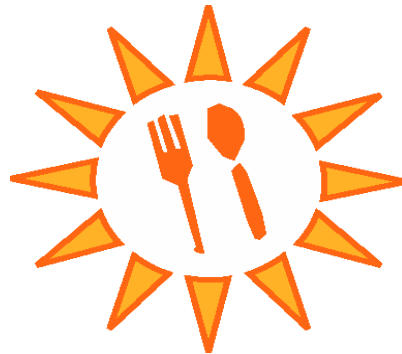
The SBA may be able to help minority-owned and disadvantaged FSMCs/commercial meal vendor improve or develop their businesses in the following areas.

- **Financial Assistance:** FSMCs that need money and cannot borrow it on reasonable terms from conventional lenders may be able to get assistance from the SBA's loan programs. However, by law, the SBA may not make a loan if a business is able to obtain funds from a bank or other private source. The SBA may either participate with a bank or other lender in a loan, or it may guarantee up to 90 percent of a loan against loss. If the bank or other lender cannot provide funds using either of these methods, the law provides that the SBA can consider lending the entire amount as a direct government loan, if the funds are available. The SBA loans may be used to help FSMCs purchase equipment, facilities, and supplies.
- **Surety Bonds:** Under the SFSP, FSMCs that submit bids over \$100,000 and that enter into a food service contract for over \$100,000 must obtain bid and performance bonds. The SBA makes the bonding process accessible to small and emerging

contractors that find bonding unavailable to them. The SBA is authorized to guarantee a qualified surety up to 90 percent of losses incurred under bid payment bonds. The SBA can also guarantee performance bonds that are issued to contractors on contracts up to \$1 million. FSMCs that anticipate problems in obtaining bid and performance bonds for the SFSP may contact the SBA for assistance.

- **Management and Counseling Assistance:** The SBA places special emphasis on improving the management ability of small business owners and managers. Accordingly, small business specialists may be able to assist minority-owned FSMCs with their management problems. They also may provide counseling on the problems or concerns FSMCs may have in meeting requirements for the SFSP.

Minority-owned FSMCs should contact SBA's nearest field office for prompt assistance.



Part III Questions and Answers

1. Are there any advantages to obtaining meals from an SFA?

Sponsors are encouraged to contact the local SFA about the possibility of obtaining meals under a written agreement with a school. Using the facilities of local public or private schools to prepare or obtain meals offers sponsors several advantages. These schools often prepare large numbers of meals during the school year and already have the facilities and staff for such a service. Many schools are also accustomed to preparing meals that meet USDA requirements if they participate in other child nutrition programs.

2. Can I contract out any of my management responsibilities?

Sponsors may not contract out certain management responsibilities of the SFSP such as monitoring, staff training, enforcing corrective action, or preparing program applications and claims for reimbursement. Sponsors remain legally responsible for seeing that the food service operation meets all requirements specified in the agreement they sign with the State agency.

3. What type of information do I need to provide to FSMCs when I invite them to bid on my contract?

Sponsors will need to include a list of proposed site names, addresses, delivery locations, times of meal service, and days of operation. Also include a cycle menu that lists the types and amount of food in each meal, a copy of the meal pattern requirements and minimum food specifications and model meal quality standards. Sponsors will need to ensure that the companies they plan to contract with provide “unitized” meals. Also, sponsors must carefully estimate the number of meals needed each day because a sizable difference between estimated and actual participation can increase or decrease the FSMC’s unit production cost. In addition, sponsors must clarify that commodities will be received only if the vendor is a school or school district, or if the sponsor is a SFA that procures its meals from the same FSMC that currently provides NLSP meals.

4. Do commercial FSMCs that I contract out with need to be registered with the State agency?

It depends. Commercial FSMCs are no longer required by Federal law to register with the State agency. However, States may continue to require their own registration procedures. This policy gives State agencies flexibility in managing the SFSP. Some State agencies have found the registration process to be beneficial and continue to require it. **(Note: Missouri does not require Food Service Management Companies to register for SFSP.)**

5. Are there certain requirements FSMCs need to fulfill?

Yes. FSMCs must have State or local health certificates for the facilities they use to prepare meals for the SFSP and they must ask local health authorities or independent agencies to periodically inspect the meals they serve to determine bacteria levels. Further, companies must maintain records supported by invoices, receipts, or other evidence that demonstrates program responsibilities are met. These records must be kept by the companies for at least three years from the date of receipt of final payment under the contract. In addition, these types of companies may not subcontract with another company for the total meal or for assembling the meal because this will inflate costs and lessen control of the quality and supply of the meals.

6. To whom do I award the contract?

Sponsors should award the contract to the responsive and responsible bidder whose per meal bid was lowest in price. Responsive bidders would be considered those whose bids conform to all of the terms, conditions, and requirements of the Invitation For Bid. Sponsors are encouraged to use the services of minority-owned companies and should consult local and State authorities regarding the applicability of preference and set-aside provisions. For bids totaling \$100,000 or more, or to select a bid that is not the lowest bid, sponsors must first receive State agency approval before acceptance.

This requirement should not be interpreted to allow sponsors the ability to arbitrarily award the contract other than to the lower price responsible bidder whose bid conforms to all the material terms and conditions of the solicitation. Additionally, in situations where a sponsor wishes to disallow the bid of a previous management company due to poor performance, the sponsor should bring forth documentation of specific incidents and deficiencies, correspondences regarding these matters, and any requests for corrective actions or resolution. This documentation should clearly demonstrate why the award to this specific contractor would not be in the best interest of the sponsor, or the SFSP.

7. Is it possible for an organization such as a college or university to have year-round contracts that provide meal service for the SFSP in conjunction with other on campus meal services?

Yes. This arrangement can work provided the scope of the SFSP meal service is included in the original solicitation (i.e., RFP/IFB) and the resulting contract.

**AGREEMENT TO FURNISH FOOD SERVICE
FOR THE SUMMER FOOD SERVICE PROGRAM**

THIS AGREEMENT is made and entered into between (school) _____
_____ and (sponsor) _____.

WHEREAS the (school) _____ agrees to supply unitized meals (inclusive/exclusive) of milk and juice to (sponsor) _____ with and for the rates herein listed:

Breakfast	\$ _____ each	Lunch	\$ _____ each
Snacks	\$ _____ each	Supper	\$ _____ each

It is further agreed that (school) _____, pursuant to the provisions of the Summer Food Service Program regulations, attached copy of which is part of this agreement, will assure that said meals meet the minimum meal pattern requirements as to components and portion sizes, and will maintain full and accurate records that the (sponsor) _____ will need to meet its responsibility including menu records containing the amount of food prepared and daily number of meals delivered by type.

These records must be reported to the (sponsor) _____ promptly at the end of the month. (School) _____ agrees also to retain records required under the preceding clause for a period of 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of (date) _____. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

_____ School Official		_____ Sponsor	
_____ Title	_____ Date	_____ Title	_____ Date

Location of food preparation center(s):

Missouri Department of Health and Senior Services
Bureau of Community Food and Nutrition Services



Competitive Bid Procedures for Meal Service Contracts **under \$100,000**

- Sponsors must use the bid prototype included in this packet if the food service contract has a total aggregate value of less than \$100,000. (If the contract will exceed \$100,000, please contact the Bureau of Community Food and Nutrition Assistance (BCFNA) at 888-435-1464 for the correct bid packet.)
- Contracts for less than \$100,000 are not required to follow the formal Invitation for Bid (IFB) process, however it is the sponsor's responsibility to ensure that competitive procurement procedures are followed.
- **Site Information** (Schedule A)- List the site names, addresses, delivery locations, times of meal service, and days of operation. If single deliveries for multiple meals (e.g., breakfast and lunch) state how the sponsor will be storing the meals.
- **Cycle Menu** (Schedule B)- Develop, at a minimum, a two-week cycle menu and insert it into Schedule B of the bid packet. Program regulations specify minimum meal pattern requirements, but sponsors may improve upon these minimums to increase the variety and appeal of menus. **Do not let potential bidders provide the menus.** Each potential bidder must be given a fair and equal opportunity to bid on the SAME meals. Resources needed to develop the menus include:
 - Food Chart – Summer Food Service Program,
<http://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/forms.php>
 - Nutrition Guidance for Sponsors,
<http://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/laws.php>
 - Creditable Foods Guide,
<http://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/laws.php>
- Food specifications must describe the sponsor's needs in clear and precise language. **The specifications should not include information which could restrict competition.** Restriction of competition might include the use of brand-name products or a description of a product that may limit the bid to one supplier.
- Contact at least three reputable Food Service Management Companies and obtain price quotes on the meals you propose to serve (Attachment 1). You will need to supply the bidders with your menus (Schedule B), all other information required in Schedule A, and the SFSP meal pattern requirements (Schedule C).
- Choose the company that offers the best quality meals at the lowest price. Sign a contract with the company using the contract prototype provided by MDHSS-BCFNA.
- Document the information and price quotes obtained from the companies contacted on the Documentation of Vendor Contact attachment. The award of the contract goes to the lowest bidder unless the sponsor has documentation and justification to support awarding the bid to someone

other than the lowest bidder. Any bid that the sponsor wishes to accept that is not the lowest bid must have the approval of BCFNA **prior to acceptance**.

- **Send a copy of the Documentation of Vendor Contact, the accepted bid and the completed and signed contract to BCFNA.**
- The sponsor is ultimately responsible for assuring that all requirements are being met by the food service management company, including the responsibility for maintaining menus and production records. These records should be collected by the sponsor on a weekly, or no less than monthly, basis. The records should be reviewed for accuracy and adequacy to assure the meals meet minimum requirements.

Missouri Department of Health and Senior Services
 Bureau of Community Food and Nutrition Assistance
 Summer Food Service Program

**FOOD SERVICE CONTRACT/AGREEMENT PROTOTYPE
 PRIVATE NON-PROFIT OR PUBLIC SPONSORS
 CONTRACTS LESS THAN \$100,000**

This agreement is made and entered into by and between

 (Name of Sponsor)
 and

 (Name of Contractor)

The Contractor agrees to furnish meals as ordered by the Sponsor for the period of:

_____ To _____
 (Beginning Date) (Ending Date)

based on the following:

The contractor agrees to deliver _____ unitized meals _____
 (inclusive/exclusive) of milk on a daily basis to the location(s) during the timeframes
 indicated on the delivery schedule attached which becomes a part of this Agreement
 (Schedule A).

	Estimated Number of Servings Per Day	Estimated Number of Serving Days	Unit Price	Total Price
Breakfast				
Lunch				
Snack				
Supper				

The unit prices submitted are based on the cycle menu attached (Schedule B), which becomes a part of this Agreement. The meals furnished shall meet or exceed requirements as specified in Schedule C, attached, and in Chapter 7, Section 225.16 of the Code of Federal Regulations, attached copy of which is a part of this agreement.

Notification of any changes in approved sites will be made by the Sponsor not less than __ days prior to the day of delivery of the meals. 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 of this Agreement.

The Contractor agrees to package and deliver meals in containers that meet local health standards. Potentially hazardous foods shall be maintained at temperatures less than 41 degrees Fahrenheit or at 140 degrees Fahrenheit and above during transport. The Contractor assures that it has State or local health certification at the preparation facility and assures that health and sanitation requirements will be met at all times. If requested, the Contractor agrees to provide meals for periodic inspection to determine bacteria levels.

The Contractor shall attach a ticket with each delivery specifying the quantity of meals, by type (breakfast, lunch, snack, supper) that are provided. The Contractor shall submit an itemized invoice to the Sponsor _____ (i.e., weekly, monthly), which specifies the quantity of meals by type delivered during the preceding _____ (i.e., week, month), with a copy of each delivery ticket attached.

The Contractor agrees to maintain all records (supported by invoices, menus, production records, receipts, etc.) that the Sponsor needs to meet its responsibilities under the Regulations. These records shall be available for inspection and audit by representatives of the Sponsor, Missouri Department of Health and Senior Services, U.S. Department of Agriculture, and the U.S. Government Accounting Office at any reasonable time and place up to three years from the date of receipt of final payment, or until final resolution of any audits.

Payment shall not be made for any meals that do not meet requirements of Section 225.16 of the Regulations, are spoiled or unwholesome at the time of delivery, delivered outside of agreed upon delivery time, or do not otherwise meet the requirements of this Agreement.

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

The Institution shall have the option to cancel this contract if the Federal government withdraws funds to support the Summer Food Service Program. 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 Agreement.

This Agreement may be terminated by either party upon _____ days written notification. This Agreement is hereby executed by the following parties as of the date indicated below:

Contractor Official's Signature

Sponsor Official's Signature

Title

Date

Title

Date

DOCUMENTATION OF VENDOR CONTACT

FOOD CONTRACTS LESS THAN \$100,000

Instructions: Completed form to be sent to the State agency with the Food Service Management Contract

	Vendor Name Address Telephone Contact Person	Date of Contact	Method of Contact (phone, fax, in person, etc.)	Price Per Meal				Total Price Quote
				Meal	Unit Price	Estimated Servings per Day	Estimated Number of Days	
VENDOR 1				Breakfast				
				Lunch				
				Snack				
				Supper				
VENDOR 2				Breakfast				
				Lunch				
				Snack				
				Supper				
VENDOR 3				Breakfast				
				Lunch				
				Snack				
				Supper				

SCHEDULE B

SUMMER FOOD SERVICE PROGRAM
SPONSOR NAME: _____
_____ ¹ DAY MENU CYCLE ²

BREAKFAST	Monday	Tuesday	Wednesday	Thursday	Friday
Fluid Milk					
Juice, Fruit, or Vegetable					
Grain/Bread					
Other Foods					
SNACK <i>Serve 2 of 4 components</i>					
Fluid Milk					
Juice, Fruit, or Vegetable					
Grain/Bread					
Meat or Meat Alternate					
Other Foods					
LUNCH/SUPPER					
Fluid Milk					
Fruit and/or Vegetable <i>(2 servings)</i>					
Grain/Bread					
Meat or Meat Alternate					
Other Foods					

¹ Sponsor shall enter and attach a menu for the number of days in the complete cycle, using additional pages as needed. Minimum 10-day cycle recommended.

² Sponsor shall attach a menu cycle for each site, unless menu is the same for all sites.

SCHEDULE C

SUMMER FOOD SERVICE PROGRAM USDA REQUIRED MEAL PATTERNS

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

BREAKFAST (Required Components: Milk, Vegetable/Fruit, Bread/Bread Alternate)

Component	Food Item	Minimum Serving Size
Milk	Fluid Milk	1 cup (1/2 pint)
Vegetables and Fruits	Vegetables and/or fruits or Full-strength vegetable or fruit juice or An equivalent quantity of any combination of vegetables, fruits, and juice	½ cup ½ cup (4 fluid ounces)
Bread and Bread Alternates	Bread (whole-grain or enriched) or Bread alternates (whole grain or enriched): cornbread, biscuits, rolls, muffins, etc. or cooked pasta or noodle products or cooked cereal or cereal grains, such as rice, corn grits, or bulgur or cold dry cereal or An equivalent quantity of a combination of bread or bread alternates	1 slice 1 serving ½ cup ½ cup ¾ cup or 1 ounce, whichever is less
Meat and Meat Alternates (optional , serve as often as possible)	See lists under Lunch or Supper	1 ounce

SNACK (Choose two of the four components listed)

Component	Food Item	Minimum Serving Size
Milk	Fluid Milk	1 cup (1/2 pint)
Vegetables and Fruits	Vegetables and/or fruits or Full-strength vegetable or fruit juice or An equivalent quantity of any combination of vegetables, fruits, and juice <i>Note: Juice cannot be served when milk is the only other component served at snack.</i>	¾ cup ¾ cup
Bread and Bread Alternates	See food item list under Breakfast, above	See minimum serving sizes under Breakfast, above
Meat and Meat Alternates	Lean meat or poultry or fish or Meat Alternates: Cheese or Egg or Cooked dry beans or peas or Peanut butter or other nut or seed butters or Nuts and/or seeds or Yogurt (plain, sweetened, or flavored)	1 ounce (edible portion as served) 1 ounce 1 large ¼ cup 2 tablespoons 1 ounce

LUNCH OR SUPPER (Required Components: Milk, Meat/Meat Alternate, Vegetable/Fruit, Bread/Bread Alternate)

Component	Food Item	Minimum Serving Size
Milk	Fluid Milk	1 cup (1/2 pint)
Meat and Meat Alternates	Lean meat or poultry or fish or Meat Alternates: Cheese or Egg or Cooked dry beans or peas or Peanut butter or other nut or seed butters or Nuts and/or seeds or An equivalent quantity of any combination of meat or meat alternates	2 ounces (edible portion as served) 2 ounces 1 large ½ cup 4 tablespoons ¹ 1 ounce = 50% ²
Vegetables and Fruits	Vegetable and/or fruits (2 or more selections for a total of ¾ cup) or Full-strength vegetable or fruit juice or An equivalent quantity of any combination of vegetables, fruits, and juice <i>Note: Juice cannot be counted to meet more than ½ of this requirement.</i>	¾ cup ¾ cup
Bread and Bread Alternates	Bread (whole-grain or enriched) or Bread alternates (whole grain or enriched): cornbread, biscuits, rolls, muffins, etc. or cooked pasta or noodle products or cooked cereal grains, such as rice, corn grits, or bulgur or An equivalent quantity of a combination of bread or bread alternates	1 slice 1 serving ½ cup ½ cup

*NOTE: The serving sizes of food specified in the meal patterns are minimum amounts. If the Missouri Department of Health and Senior Services (MDHSS) approves the sponsor to serve smaller portion sizes to children less than 6 years of age, the sponsor must meet the meal patterns specified in the Child and Adult Care Food Program (CACFP) regulations. You can obtain a copy of these regulations from the MDHSS. Children over 6 years old may be served larger portions, but not less than the minimum requirements specified in the SFSP regulations. Remember that you will **not** receive reimbursement for meals that do not meet the minimum program requirements.*

¹ No more than one-half of the requirement shall be met with peanut butter. An additional meat/meat alternate must be served.

² No more than one-half of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement.

Missouri Department of Health and Senior Services
Bureau of Community Food and Nutrition Services



Food Service Management Company Bid Packet--\$100,000 or More

Sponsors who contract with a commercial Food Service Management Company (FSMC) to provide Summer Food Service Program (SFSP) meals that are expected to equal or exceed \$100,000 annually must follow a formal competitive bid process.

Formal Competitive Bid Process

1. Use the bid and contract prototype provided by the Missouri Department of Health and Senior Services – Bureau of Community Food and Nutrition Assistance Unit (MDHSS-BCFNA). Read through the entire packet. Complete the necessary information on the specific contract requirements for the facility to which meals are to be catered.
2. Develop, at a minimum, a two-week cycle menu. A longer cycle may be developed. Keep in mind, however, that the more complex the food items and the menu are, the costlier the meals will be. **Do not let potential bidders provide the menus.** Each potential bidder must be given a fair and equal opportunity to bid on the SAME meals.
3. Place an advertisement in the local newspaper announcing that you are accepting bids for the preparation and delivery of meals. Most newspapers have a special section for bid announcements. The advertisement must include the location or phone number where bid packets can be obtained, as well as a date, time and location for the bid opening. The sponsor must allow at least 14 days for potential bidders to bid on the food service. This means that there must be at least 14 days from the date the bid announcement is run in the newspaper to the date that the bids are opened.
4. Notify MDHSS-BCFNA of the bid opening not less than 14 days before the bid opening.
5. Make copies of the entire bid packet, including the menus, for each company that requests a bid packet.
6. The award of the bid goes to the lowest bidder unless the organization has documentation and justification to support awarding the bid to someone other than the lowest bidder. Any bid that the organization wishes to accept that is not the low bid must have the approval of MDHSS-BCFNA prior to acceptance.
7. If the total bid price is more than \$100,000 per year, the bid must be approved by MDHSS-BCFNA before it is accepted by the organization. Please forward a copy of all bids received to MDHSS-BCFNA along with a recommendation of the bid to accept, and MDHSS-BCFNA will then approve or disapprove the recommendation in writing.

TABLE OF CONTENTS

SECTION	
A. Invitation For Bid and Contract Face Sheet	2
B. Certification of Independent Price Determination	3
C. Instructions to Bidders	4
D. Scope of Services	8
E. Unit Price Schedule and Instructions	8
F. General Conditions	12
G. General Provisions	16
Schedule A: Sites	20
Schedule B: Menu Cycle	21
Schedule C: USDA Required Meal Patterns	22
Schedule D: Unit Price Schedule	25
Certification Regarding Debarment and Suspension	26
Certification Regarding Lobbying	28

SUMMER FOOD SERVICE PROGRAM INVITATION FOR BID AND CONTRACT SECTION A

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 named below.

SPONSOR		BID OPENING	
NAME		BID ISSUE DATE	BID NUMBER
ADDRESS (Include City, State, Zip Code)		DATE	
TELEPHONE NUMBER		TIME	
		LOCATION	
CONTRACT DATES		TOTAL ESTIMATED AMOUNT OF BID (To be inserted by the bidder)	
COMMENCEMENT		\$	
EXPIRATION		PROMPT PAYMENT DISCOUNT (To be inserted by the bidder)	
		<input type="text"/> %	<input type="text"/> days
BID BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 5% to 10%)		20% Performance Bond Required for Contract greater than \$100,000	
BIDDER			
NAME		SIGNATURE (in Ink)	
STREET ADDRESS (Include City, State, Zip Code)		NAME (Print or Type)	
		TITLE	
TELEPHONE NUMBER		DATE	
ACCEPTANCE			
CONTRACT NUMBER		SPONSOR NAME	
SPONSOR SIGNATURE	TITLE	DATE	

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 party 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 to submit a bid for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

1. He or she is the person in the bidder's organization responsible within that organization for the decision as to the process 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 process 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 not 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 vendor's authorized representative

Title

Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative

(Accepting a bidder's offer 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** means an offer to perform, in accordance with the specifications and conditions, for a stipulated price.
- 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 program reimbursement is in excess of \$100,000. 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** means a food service management company submitting a bid in response to this invitation for bid.
- d) **Contract** means a formal, legally enforceable agreement between the buyer (client) 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) **Contractor** means a successful bidder who is awarded a contract by a Sponsor under the SFSP.
- f) **Code of Federal Regulations (CFR)** means the codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal government.
- g) **Food Service Management Company (FSMC)** in this Invitation for Bid and Contract means any commercial enterprise or public or private nonprofit organization which contracts with a sponsor to manage any aspect of the food service, including vendors which contract with a Sponsor to prepare unitized meals with or without milk.
- h) **Invitation for Bid (IFB)** means a type document where the procurement is publicly advertised. In the case of this Program, the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.
- i) **Performance Bond** This is required when a food service management company and a sponsor enter into one or more contracts totaling over \$100,000. The amount of the bond must be no less than ten (10) percent or more than twenty-five (25) percent of the value of the contract for which the bid is made. The performance bond must be from a surety company listed in the current U.S. Department of Treasury Circular 570.

- j) **Procurement** means the process of obtaining goods and/or services in accordance with applicable rules and regulations.
- k) **Responsive Bidder** means a bidder whose bid conforms with all the material terms and conditions of the solicitation.
- l) **Responsible Bidder** means a bidder who is capable of performing successfully under the terms and conditions of the contract.
- m) **Sponsor** means the Service Institution which issues this IFB.
- n) **Unitized meal** means an individual proportioned meal consisting of a combination of foods meeting the SFSP meal pattern requirements, delivered as a unit with or without milk or juice. The State agency may approve exceptions to the unitized meal such as separate hot and cold packs.
- o) **State agency** means the Missouri Department of Health and Senior Services-Bureau of Community Food and Nutrition Assistance/Summer Food Service Program.

Other terms shall have the meanings ascribed to them on 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. One copy will be marked "original", will be kept by the Sponsor, and will be the governing document should there be a variance between documents.

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 \$100,000 shall include a bid bond in the amount of _____% of bid price. (Sponsor shall insert appropriate percentage from 5% to 10%. Sponsor should also insert this percentage on the IFB/Contract Face Sheet). 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 inspection 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 whose 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 bid 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 for receipt of bids.
- c) 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.)
- d) 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. USDA Regulations 7 CFR Part 225, entitled Summer Food Service Program is hereby incorporated by reference. Both the sponsor and the Food Service Management Company must operate in accordance with all program regulations.
- B. Contractor agrees to deliver unitized meals * _____ of milk to locations set out in Schedule A, attached hereto and made 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 the Summer Food Service Program.
- D. Contractor shall furnish meals as ordered by the Sponsor during the period of ** _____ to ** _____. Meals are to be served *** _____ 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.

SECTION E

UNIT PRICE SCHEDULE AND INSTRUCTIONS

- 1. Bidders are asked to submit prices on the following meal types, except milk does not have to be included when meeting the contract specifications set forth in Schedule C in the estimated range of quantities to be delivered to all of the sites stated in Schedule A. As an Example:

USE SCHEDULE D CHART FOR CALCULATIONS (Page 22)

Meal Type	Estimated Range of Servings (Meals) Per Day (A)	Estimated No. of Serving Days Per Range (B)	Unit Price Per Meal (C)	Estimated Total (D)
Lunch	3,001 – over	5	\$ 1.55	\$23,258.00
	2,001 – 3,000	5	\$ 1.60	\$20,004.00
	1,001 – 2,000	15	\$ 1.75	\$39,388.00
	500 – 1,000	10	\$1.80	\$13,500.00
	Below 500	5	\$2.00	\$5,000.00
Estimated Total Lunch				\$101,150.00

- a) Sponsor shall insert appropriate range of meal servings based on historical data, if available. This shall be done for each meal type. The Sponsor may use discretion in choosing the number

of ranges. The Sponsor should only choose the number of ranges which are appropriate for its meal servings.

- b) Sponsor shall fill in number of operating days during the contract period anticipated for each range shown for each meal type.
- c) Bidder shall insert appropriate unit prices for those ranges selected by the Sponsor.
- d) Sponsor shall calculate estimated total price by multiplying columns A x B x C.

2. Evaluation of bids will be performed as follows:

- a) Determine the midpoint of each range by adding the two figures and dividing by two. In the case of the highest and lowest ranges, use the base figure (i.e., 500 or 3,000).
- b) Multiply midpoint by estimated serving days of the range and multiply this product by the unit price for this range.
- c) Add the totals for all ranges and all items to arrive at an estimated total contract price.

See Method of Payment under SECTION F – GENERAL CONDITIONS for reimbursement procedures.

3. Pricing shall be on the menus described in Schedule B. All bidders must submit bids on the same menu cycle provided by the Sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the Sponsor. Bid price must include the price of food, milk (if applicable), packaging, transportation and all other related costs (e.g., condiments, utensils, etc.).

4. Range of servings 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 unit price rate for the average number of actual meals delivered each day for the payment period specified. Sponsor does not guarantee orders for quantities estimated.

(The Sponsor should insert whether the payment is to be 14 days or one month.)

BILLING PERIOD: _____

5. Evaluation of Bidders: 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 current inspection indicating 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 non-responsible and not be considered for award.

- 6. 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 packing 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.

7. Meal Orders

Sponsors will order meals on * _____ of the week preceding the week of delivery; order 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

8. Meal-Cycle Change Procedure

Meals will be delivered on a daily basis in accordance with the menu cycle which appears in Schedule B. Deviation from this menu cycle shall be permitted only upon authorization of the sponsor. 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 request menu changes within the vendor's suggested food cost periodically throughout the contract period.

9. 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 the rejection.

10. 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 a food grade flexible or rigid 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 items: condiments, straws for milk, napkins, single service ware, etc. Sponsor shall insert the types of nonfood items that are necessary for the meals to be eaten: _____
-

B. Food Preparation:

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

C. Food Specifications:

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

All meals must meet the food specifications and quality standards as incorporated in the menu cycle (Schedule B).

All meat and meat products shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of spoilage upon delivery.

Milk and milk products are defined as "...pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim milk or cultured buttermilk which meet State and local standards for such milk...All milk should contain vitamins A and D at levels specified by the

Food and Drug Administration and consistent with State and local standards for such milk.”
Milk delivered hereunder shall conform to these specifications.

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 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 in three copies: one for the contractor, one for the site personnel and one for the Sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees 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 for this contract, or other evidence for inspection and reference, to support payments and claims.
- 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 the State agency, representative of the U.S. Department of Agriculture, the Sponsor and the U.S. General Accounting Office at any reasonable time and place.

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 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 USDA nor the State agency assumes any liability for payment 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, the State Agency and USDA reserve the right to inspect the contractor's preparation or storage facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The contractor's facilities shall be subject to periodic inspections by USDA, 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.

6. Performance Bond Requirement

The successful bidder shall provide the Sponsor with a performance bond no less than ten (10) percent or more than twenty-five (25) percent of the value of the contract. The bond shall be executed by the contractor and a licensed surety company listed in the current Department of Treasury Circular 570. The bond shall be furnished not later than ten days following award of contract.

7. Insurance

- a) Contractor shall contain and hold Workman's Compensation as prescribed by laws of the State of Missouri.
- b) Contractor shall obtain and hold liability insurance including bodily injury and property damage caused by automobiles with limits for injury or death of any one person and/or for injury or death of two or more persons in any one accident at no less than minimum rates established by the State of Missouri.

Contractor, additionally shall obtain property damage coverage for any one accident and products liability for any one accident in the amount equal to at least the minimum rates established by the State of Missouri and the maximum rates necessitated by this type of food service program.

The contractor agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

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 contract 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.

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 of this contract.

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

*Sponsor shall set time in accordance with State agency instructions

**Insert same number as in Section F-1.D on page 10

11. 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. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the Sponsor. The Sponsor shall process a procurement action on a competitive basis to arrive at a fair and reasonable price, if the food service management company was not required to be bonded in accordance with Section 225.15(g)(6 and 7) of the regulations.
- 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 any officer or employee of the Sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Sponsor makes such findings shall be in less 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 (1) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (2) as a penalty in addition to any other damages in an amount which shall not be less than three nor more ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- d) The rights and remedies of the Sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

12. Subcontracts and Assignments

The 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.

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

Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR Chapter 60).)

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, age or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color religion, sex, disability, age, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, age, or national origin.
- c) The contractor will send to each labor union or representative of workers with which there is a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency's Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

- e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air and Water

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 USC 1319 (c)) and is listed by EPA, or the contract is not otherwise exempt.)

- a) The contractor agrees as follows:
 - 1.) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et seq., as amended by Public Law 95-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
 - 2.) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date

when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such.

- 3.) To use best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
 - 4.) To insert the substance to the provisions of this clause in any non-exempt subcontract, including this paragraph (a)(4).
- b) The terms used in this clause have the following meanings:
- 1.) The term “Air Act” means the Clean Air Act of 1970, as amended (42 USC 1857 et seq., as amended by Public Law 91-604).
 - 2.) The term “Water Act” means the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500).
 - 3.) The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act of Executive Order 11738, an applicable implementation plan as described in Section 110 (d) of the Clean Air Act (42 USC 1857c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 USC 1857c-6(c)(d)), or an approved implementation procedure under Section 112(d) of the Air Act (42 USC 1857c-7(d)).
 - 4.) The term “Clean Water Standards” means any enforceable limitation, control, condition, prohibition, standard or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 USC 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 USC 1317).
 - 5.) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
 - 6.) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental

Protection Agency, determines that independent facilities are collocated in one geographical area.

Clean Air and Water Certification

(Applicable if bid or offer exceeds \$100,000 or the Contracting Officer has determined that order under an indefinite quantity contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8(C)(1)) or the Federal Water Pollution Control Act (33 USC 1319 (c)) and is listed by EPA, or is not otherwise exempt.)

The bidder certifies as follows:

- a) Any facility to be utilized in the performance of this proposed contract has (), has not () been listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
- b) The Contracting Officer will promptly be notified prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is proposed to be used for the performance of the contract is under consideration for listing on the EPA List of Violating Facilities.
- c) This certification, including this paragraph (c), will be used substantially included in every nonexempt subcontract.

Liability

The contractor shall be responsible for any and all injury or damages as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the contractor's performance under the contract, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, harmless and to indemnify the State of Missouri, including its agencies, out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

SCHEDULE B

SUMMER FOOD SERVICE PROGRAM

_____ * MENU CYCLE**

- * Sponsor shall enter and attach a menu for the number of days in the complete cycle.
- ** Sponsor shall attach a menu cycle for each site.

SCHEDULE C

SUMMER FOOD SERVICE PROGRAM USDA REQUIRED MEAL PATTERNS

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

BREAKFAST (Required Components: Milk, Vegetable/Fruit, Bread/Bread Alternate)

Component	Food Item	Minimum Serving Size
Milk	Fluid Milk	1 cup (1/2 pint)
Vegetables and Fruits	Vegetables and/or fruits or Full-strength vegetable or fruit juice or An equivalent quantity of any combination of vegetables, fruits, and juice	1/2 cup 1/2 cup (4 fluid ounces)
Bread and Bread Alternates	Bread (whole-grain or enriched) or Bread alternates (whole grain or enriched): cornbread, biscuits, rolls, muffins, etc. or cooked pasta or noodle products or cooked cereal or cereal grains, such as rice, corn grits, or bulgur or cold dry cereal or An equivalent quantity of a combination of bread or bread alternates	1 slice 1 serving 1/2 cup 1/2 cup 3/4 cup or 1 ounce, whichever is less
Meat and Meat Alternates (optional , serve as often as possible)	See lists under Lunch or Supper	1 ounce

SNACK (Choose two of the four components listed)

Component	Food Item	Minimum Serving Size
Milk	Fluid Milk	1 cup (1/2 pint)
Vegetables and Fruits	Vegetables and/or fruits or Full-strength vegetable or fruit juice or An equivalent quantity of any combination of vegetables, fruits, and juice <i>Note: Juice cannot be served when milk is the only other component served at snack.</i>	3/4 cup 3/4 cup
Bread and Bread Alternates	See food item list under Breakfast, above	See minimum serving sizes under Breakfast, above
Meat and Meat Alternates	Lean meat or poultry or fish or Meat Alternates: Cheese or Egg or Cooked dry beans or peas or Peanut butter or other nut or seed butters or Nuts and/or seeds or Yogurt (plain, sweetened, or flavored) or An equivalent quantity of any combination of meat or meat alternates	1 ounce (edible portion as served) 1 ounce 1 large 1/4 cup 2 tablespoons 1 ounce 1/2 cup (4 ounces)

LUNCH OR SUPPER (Required Components: Milk, Meat/Meat Alternate, Vegetable/Fruit, Bread/Bread Alternate)

Component	Food Item	Minimum Serving Size
Milk	Fluid Milk	1 cup (1/2 pint)
Meat and Meat Alternates	Lean meat or poultry or fish or Meat Alternates: Cheese or Egg or Cooked dry beans or peas or Peanut butter or other nut or seed butters or Nuts and/or seeds or An equivalent quantity of any combination of meat or meat alternates	2 ounces (edible portion as served) 2 ounces 1 large ½ cup 4 tablespoons ³ 1 ounce = 50% ⁴
Vegetables and Fruits	Vegetable and/or fruits (2 or more selections for a total of ¾ cup) or Full-strength vegetable or fruit juice or An equivalent quantity of any combination of vegetables, fruits, and juice <i>Note: Juice cannot be counted to meet more than ½ of this requirement.</i>	¾ cup ¾ cup
Bread and Bread Alternates	Bread (whole-grain or enriched) or Bread alternates (whole grain or enriched): cornbread, biscuits, rolls, muffins, etc. or cooked pasta or noodle products or cooked cereal grains, such as rice, corn grits, or bulgur or An equivalent quantity of a combination of bread or bread alternates	1 slice 1 serving ½ cup ½ cup

*NOTE: The serving sizes of food specified in the meal patterns are minimum amounts. If the Missouri Department of Health and Senior Services (MDHSS) approves the sponsor to serve smaller portion sizes to children less than 6 years of age, the sponsor must meet the meal patterns specified in the Child and Adult Care Food Program (CACFP) regulations. You can obtain a copy of these regulations from the MDHSS. Children over 6 years old may be served larger portions, but not less than the minimum requirements specified in the SFSP regulations. Remember that you will **not** receive reimbursement for meals that do not meet the minimum program requirements.*

³ No more than one-half of the requirement shall be met with peanut butter. An additional meat/meat alternate must be served.

⁴ No more than one-half of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement.

SCHEDULE D – UNIT PRICE SCHEDULE

Meal Type	ESTIMATED RANGE OF SERVINGS (MEALS) PER DAY	ESTIMATED NUMBER OF SERVING DAYS PER RANGE	UNIT PRICE PER MEAL	ESTIMATED TOTAL
	ESTIMATED TOTAL			
	ESTIMATED TOTAL			
	ESTIMATED TOTAL			
	ESTIMATED TOTAL			

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017, Section 3017.510, Participants' responsibilities. The regulations were published as part IV of the January 30, 1989, Federal Register (pages 4722-4733). 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 THE 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 of 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
Name

PR/Award No. or Project

Name and Title of Authorized Representative

Signature
Date

Form AD-1848

(2/89)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous then 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system or 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.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
BUREAU OF COMMUNITY FOOD AND NUTRITION ASSISTANCE
CERTIFICATION REGARDING LOBBYING

APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND
CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 for any agency, a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant of 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tier and that all subrecipients shall certify and disclose accordingly.

NAME OF ORGANIZATION

ADDRESS OF ORGANIZATION (CITY, STATE AND ZIP CODE)

NAME FNS GRANT/COOPERATIVE AGREEMENT

NAME OF SUBMITTING OFFICIAL

TITLE OF SUBMITTING
OFFICIAL

SIGNATURE

DATE