



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

Food Service Management Company Bid Packet--\$150,000 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 \$150,000 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 - Community Food and Nutrition Assistance Unit (DHSS-CFNA). 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 DHSS-CFNA 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 DHSS-CFNA prior to acceptance.
7. If the total bid price is more than \$150,000 per year, the bid must be approved by DHSS-CFNA before it is accepted by the organization. Please forward a copy of all bids received to DHSS-CFNA along with a recommendation of the bid to accept, and DHSS-CFNA will then approve or disapprove the recommendation in writing.

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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		
	TIME		
TELEPHONE NUMBER	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) <div style="display: flex; align-items: center; justify-content: center;"> <input style="width: 50px; height: 20px; border: 1px solid black;" type="text"/> % for payment within <div style="display: flex; align-items: center; justify-content: center; margin-left: 20px;"> <input style="width: 50px; height: 20px; border: 1px solid black;" type="text"/> days </div> </div>		
BID BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 5% to 10%)	20% Performance Bond Required for Contract greater than \$150,000		
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 \$150,000. The Sponsor shall require a bond in an amount not less than five (5) percent or more than ten (10) percent of the value of the contract for which the bid is made. The bond must have been secured from a surety company listed in the U.S. Department of the Treasury Circular 570.
- c) **Bidder** 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 \$150,000. 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 \$150,000 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			

- 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 reprocurement 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 of 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 \$150,000 or the Contracting Officer has determined that the orders under an indefinite quality contract in any one year will exceed \$150,000, 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 \$150,000 or the Contracting Officer has determined that order under an indefinite quantity contract in any year will exceed \$150,000 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 A

**SUMMER FOOD SERVICE PROGRAM
SITES WHERE PROGRAM WILL OPERATE**

SPONSOR NAME						FOOD SERVICE MANAGEMENT CO. NAME					
Name of Site	Address and phone	Authorized Designee	Holding Facilities		Type(s) of Meals	Approved Level of Meals	Number of Meals	Delivery Time for Each Meal Type	Dates		Days of Week
			Yes	No					Begin	End	

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 1/2 cup 4 tablespoons ¹ 1 ounce = 50% ²
Vegetables and Fruits	Vegetable and/or fruits (2 or more selections for a total of 3/4 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 1/2 of this requirement.</i>	3/4 cup 3/4 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 1/2 cup 1/2 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.

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. Noting 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 \$150,000 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 \$150,000 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 \$150,000 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

MO 580-14590 (6-91)

CACFP-413 (6-91)