

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

February 2015



Connecticut State Department of Education
Bureau of Health/Nutrition, Family Services and Adult Education
25 Industrial Park Road
Middletown, CT 06457

Summer Food Service Program (SFSP) Bid Packet

SFSP Competitive Bidding Procedures Food Service Management Companies

Federal Regulations 7 CFR 225.15(h)

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Federal Regulations 7 CFR 225.15(h)

(h) *Food service management companies.* (1) Failure by a sponsor to comply with the provisions of this section shall be sufficient grounds for the State agency to terminate that sponsor's participation in accordance with §225.18.

(2) Any sponsor may contract with a food service management company to manage the sponsor's food service operations and/or for the preparation of unitized meals with or without milk or juice. Exceptions to the unitizing requirement may only be made in accordance with the provisions set forth at §225.6(h)(3).

(3) Any vended sponsor shall be responsible for ensuring that its food service operation is in conformity with its agreement with the State agency and with all the applicable provisions of this part.

(4) In addition to any applicable State or local laws governing bid procedures, and with the exceptions identified in this paragraph, each sponsor that contracts with a food service management company shall comply with the competitive bid procedures described in this paragraph. Sponsors which are schools or school food authorities and which have an exclusive contract with a food service management company for year-round service, and sponsors whose total contracts with food service management companies will not exceed \$10,000, shall not be required to comply with these procedures. These exceptions do not relieve the sponsor of the responsibility to ensure that competitive procurement procedures are followed in contracting with any food service management company. Each sponsor whose proposed contract is subject to the specific bid procedures set forth in this paragraph shall ensure, at a minimum, that:

Memo SFSP 07-2013 removes the existing SFSP standard contract threshold referenced at 7 CFR 225.6(h)(2) and links it to the Federal small purchase threshold currently set at \$150,000.

- (i) All proposed contracts are publicly announced at least once, not less than 14 calendar days prior to the opening of bids, and the announcement includes the time and place of the bid opening;
- (ii) The bids are publicly opened;
- (iii) The State agency is notified, at least 14 calendar days prior to the opening of the bids, of the time and place of the bid opening;
- (iv) The invitation to bid does not specify a minimum price;
- (v) The invitation to bid contains a cycle menu approved by the State agency upon which the bid is based;
- (vi) The invitation to bid contains food specifications and meal quality standards approved by the State agency upon which the bid is based;
- (vii) The invitation to bid does not specify special meal requirements to meet ethnic or religious needs unless such special requirements are necessary to meet the needs of the children to be served;

- (viii) Neither the invitation to bid nor the contract provides for loans or any other monetary benefit or term or condition to be made to sponsors by food service management companies;
- (ix) Nonfood items are excluded from the invitation to bid, except where such items are essential to the conduct of the food service;
- (x) Copies of all contracts between sponsors and food service management companies, along with a certification of independent price determination, are submitted to the State agency prior to the beginning of Program operations;
- (xi) Copies of all bids received are submitted to the State agency, along with the sponsor's reason for choosing the successful bidder; and
- (xii) All bids in an amount which exceeds the lowest bid and all bids totaling \$100,000 or more are submitted to the State agency for approval before acceptance. State agencies shall respond to a request for approval of such bids within 5 working days of receipt.

(5) Each food service management company which submits a bid over \$100,000 shall obtain a bid bond in an amount not less than five (5) percent nor more than ten (10) percent, as determined by the sponsor, of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid.

(6) Each food service management company which enters into a food service contract for over \$100,000 with a sponsor shall obtain a performance bond in an amount not less than ten (10) percent nor more than twenty-five (25) percent of the value of the contract, as determined by the State agency, of the value of the contract for which the bid is made. Any food service management company which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$100,000. Sponsors shall require the food service management company to furnish a copy of the performance bond within ten days of the awarding of the contract.

(7) Food service management companies shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. No sponsor or State agency shall allow food service management companies to post any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

[54 FR 18208, Apr. 27, 1989, as amended at 55 FR 13470, April 10, 1990; 61 FR 25553, May 22, 1996; 64 FR 72486, Dec. 28, 1999; 64 FR 72898, Dec. 29, 1999; 65 FR 82251, Dec. 28, 2000; 66 FR 2202, Jan. 11, 2001]

FORM APPROVED OMB NO. 058-4-0280

U.S. Department of Agriculture – Food and Nutrition Service

SUMMER FOOD SERVICE PROGRAM INVITATION FOR BID AND CONTRACT

SECTION A

<p>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.</p>	<p>According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0584-0280. The time required to complete this information collection is estimated to average 39 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</p>
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SPONSOR		BID OPENING																					
SPONSOR AGREEMENT NUMBER		BID ISSUE DATE	BID NUMBER																				
NAME		DATE																					
ADDRESS (include City, State, Zip Code)		TIME																					
		LOCATION																					
TELEPHONE NUMBER	CONTACT PERSON	<p>SPONSOR TO ENTER ESTIMATED NUMBER OF MEALS. FIXED UNIT PRICE BIDS TO BE INSERTED BY THE BIDDER.</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Fixed Unit Price Bid Per Meal</th> <th style="text-align: center;">Sponsors Estimated # of meals</th> <th style="text-align: center;">TOTALS</th> </tr> </thead> <tbody> <tr> <td>BREAKFAST</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">X _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td>SNACK</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">X _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td>LUNCH/SUPPER</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">X _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td colspan="3" style="text-align: right;">ESTIMATED TOTAL</td> <td style="text-align: center;">\$ _____</td> </tr> </tbody> </table> <p>PROMPT PAYMENT DISCOUNT (To be inserted by the bidder)</p> <p style="text-align: center;"> <input style="width: 40px; height: 20px;" type="text"/> % for payment within <input style="width: 40px; height: 20px;" type="text"/> days </p> <p>PERFORMANCE BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 10% to 25%)</p>			Fixed Unit Price Bid Per Meal	Sponsors Estimated # of meals	TOTALS	BREAKFAST	\$ _____	X _____	\$ _____	SNACK	\$ _____	X _____	\$ _____	LUNCH/SUPPER	\$ _____	X _____	\$ _____	ESTIMATED TOTAL			\$ _____
	Fixed Unit Price Bid Per Meal			Sponsors Estimated # of meals	TOTALS																		
BREAKFAST	\$ _____			X _____	\$ _____																		
SNACK	\$ _____			X _____	\$ _____																		
LUNCH/SUPPER	\$ _____			X _____	\$ _____																		
ESTIMATED TOTAL			\$ _____																				
CONTRACT DATES																							
<i>COMMENCEMENT</i>																							
<i>EXPIRATION</i>																							
<i>BID BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 5% to 10%)</i>																							

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

FORM FNS-688 (9-98) Previous editions obsolete
Electronic Form Version Designed in Jet Form 5.01 Version

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

SECTION B

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1)** The prices in this offer 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 offeror or with any competitor;
- (2)** Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offer or 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 offeror or to any competitor;
- (3)** No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

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

SIGNATURE OF VENDOR'S AUTHORIZED REPRESENTATIVE	TITLE	DATE
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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
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(Accepting a bidder's offer does not constitute acceptance of the contract.)

NOTE; Sponsor and Bidder shall execute this Certificate of Independent Price Determination.

INSTRUCTIONS TO BIDDERS

SECTION C

1. Definitions

As used herein:

- a) Bid - The bidder's offer.
- b) Bidder - a food service management company submitting a bid in response to this invitation for bid.
- c) Contractor – a successful bidder who is awarded a contract by a Sponsor under the SFSP.
- d) Food Service Management Company - 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 SFSP regulations. Food service management companies may be: (a) Public agencies or entities, (b) private, non-profit organizations; or (c) private, for profit companies.
- e) Invitation for Bid (IFB) - the document where the procurement is 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.
- f) Sponsor - the Service Institution which issues this IFB.
- g) Unitized Meal – an individual preportioned meal consisting of a combination of foods meeting the SFSP 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.

Other terms shall have the meaning ascribed to them in the SFSP regulations (7CFR Part 225).

2. Submission of Bids

- a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.
- b) Bids must be executed and submitted in triplicate. If accepted, this IFB will become the

contract, and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" will be governing should there be a variance between that copy of the bid and the other two copies submitted by the bidder. No changes in the specifications or general conditions are allowed. Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid.

- c) Bids over \$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. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

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

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

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

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uninformed 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 responsible bidder whose bid is lowest and conforms to the specifications of the IFB.
- b) The Sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
- c) The Sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder who's 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. Bidder Registration

Bidders must be registered by the State in which the service is to be performed. Bids from bidders who are not registered as provided for in Section 225.6(g) of the regulations governing the SFSP will not be considered for award. The vendor shall attach a copy of the State's registration determination.

10. 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.

SCOPE OF SERVICES

SECTION D

- A. USDA regulations 7 CFP Part 225, entitled Summer Food Service Program is hereby incorporated by reference.
- B. Contractor agrees to deliver unitized meals * _____ of milk or juice to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
- C. All meals furnished must meet or exceed USDA requirements set out in Schedule C, attached hereto and made a part hereof.

Food Service Management Companies may prepare unitized meals, with or without milk, for use in Summer Food Service Program.

- D. Contractor shall furnish meals as ordered by the Sponsor during the period of ** _____ to ** _____. Meals 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.

UNIT PRICE SCHEDULE AND INSTRUCTIONS

SECTION E

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

*Sponsor should indicate whether or not milk should be included in the meals/supplements.

2. Evaluation of bids will be performed as follows:

Determine the grand total bid for each bidder by totaling the bids for each meal type from Schedule(s) D. Bidders calculations will be checked prior to totaling.

3. Pricing shall be on the 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 components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g., condiments, utensils, etc.)

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

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

**

Insert mutually agreed day.

Sponsor shall insert appropriate number.

5. Evaluation of Bidder: Each bidder will be evaluated on the following factors:

- a. Evidence that bidder is registered by the State where the service is to be performed and is registered to deliver at least the number of meals estimated to be required under the contract.
- b. Financial capability to perform a contract of the scope required.
- c. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards.
- d. Previous experience of the bidder in performing services similar in nature and scope.
- e. Other factors such as transportation capability, sanitation, and packaging.

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

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

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

7. Meal-Cycle Change Procedure Meals will be delivered on a daily basis in accordance with the menu cycle which appears in Schedule B. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, the Sponsor shall be notified immediately so substitutions can be agreed upon. The Sponsor reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.
8. Noncompliance The Sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time

period, and meals rejected because they do not comply with the specifications. The Sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The Sponsor or inspecting agency shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

The SFSP regulations provide that statistical sampling methods may be used to disallow payment for meals which are not served in compliance with Program regulations. In the event that disallowances are made on the basis of statistical sampling, the Sponsor and the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

9. Specifications.

A. Packaging:

1. Hot Meal Unit - Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204 degrees C) or higher.
2. Cold Meal Unit (or Unnecessary to Heat) -- Container and overlay to be plastic or paper and non-toxic.
3. Cartons - Each carton to be labeled. Label to include:
 - a. Processor's name and address (plant).
 - b. Item identity, meal type.
 - c. Date of production.
 - d. Quantity of individual units per carton.

4. Meals shall be delivered with appropriate nonfood 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:

a. Food Preparation:

Meals shall be prepared in accordance with State and local health standards.

b. Food Specifications:

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

All meals in the menu cycle must meet the food specifications and quality standards. 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 deterioration on 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 the 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.

GENERAL CONDITIONS

SECTION F

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 each site (established under Section 225.6 (dx2) of the SFSP regulations). The Sponsor shall notify the contractor by providing an amendment to Schedule A, of all sites which are approved, cancelled, or terminated subsequent to acceptance of this contract, and of any changes in the approved level of meal service for a site. Such amendments shall be provided within * _____ hours or less.

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. Record keeping

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 to 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 the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the Sponsor that are eligible for reimbursement.

5. Inspection of Facility

- A. The Sponsor, the State agency and USDA reserve the right to inspect the contractor's facilities without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

* Insert mutually agreed upon number

** Sponsor shall insert "weekly," "bi-weekly" or "monthly."

- B. The contractor's facilities shall be subject to periodic inspections by State and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations.
- C. The contractor must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that bacteria levels found to be present in the meals conform with the standards set by local health authorities. The results must be submitted promptly to the sponsor and to the State agency.

6. Performance Bond Requirement

The successful bidder shall provide the Sponsor with a performance bond in the amount of *** _____% of the contract price. The bond shall be executed by the contractor and a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

The bond shall be finished not later than ten days following award of the contract.

7. Insurance

State agencies will furnish sponsors their state insurance requirements to insert herein.

8. Availability of Funds

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

9. Number of Meals and Delivery Times

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

10. Emergencies

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

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

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

11. Termination

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

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

B. The Sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the Sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to 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 issue and may be reviewed in any competent court.

*** Insert percentage required by Sponsor, but not less than 10% of the Contract Price and not more than 25%.

**** Sponsor shall set time in accordance with State agency instructions.

***** Insert same number as in Section F #1-D on page 8.

- C. In the event this contract is terminated as provided in paragraph (b) hereof, the Sponsor shall be entitled (i) 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 (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the cost incurred by the contractor in providing any such gratuities to any such officer 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. Subcontractors 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.

GENERAL PROVISIONS

SECTION G

Equal Opportunity

"The FSMC shall comply with Title VI of the Civil Right Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments."

Clean Air and Water

If this contract is in excess of \$100,000, the Sponsor and FSMC shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857), or the Federal Water Pollution Control Act (33 USC 1319), as amended.

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 3017.510, Participant's 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 REVERSE)

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SCHEDULE A

**U.S. DEPARTMENT OF AGRICULTURE – FOOD AND NUTRITION SERVICE
SITE INFORMATION LIST
SUMMER FOOD SERVICE PROGRAM**

SPONSOR NAME				ADDRESS		CONTACT PERSON/PHONE #	
SITE NAME ADDRESS PHONE	BEGIN DATE (1)	END DATE (2)	TOTALS DAYS OP. (3)	MEAL TYPE (4)	AVER MEALS/ DAY (5)	TOTAL MEALS (6)	DELIVERY TIME FOR EACH MEAL TYPE (7)
				BREAKFAST			
				A.M. SUPPLEMENT			
				LUNCH			
				P.M. SUPPLEMENT			
				SUPPER			
				REFRIG. ALL MEALS			
YES	NO						
				BREAKFAST			
				A.M. SUPPLEMENT			
				LUNCH			
				P.M. SUPPLEMENT			
				SUPPER			
				REFRIG. ALL MEALS			
YES	NO						
				BREAKFAST			
				A.M. SUPPLEMENT			
				LUNCH			
				P.M. SUPPLEMENT			
				SUPPER			
				REFRIG. ALL MEALS			
YES	NO						

INSTRUCTIONS FOR COMPLETING SCHEDULE A

SITE INFORMATION LIST

1. Enter sponsor's name in upper left-hand corner.
2. Use correct street address for all sites listed.
3. Check "X" if site has adequate refrigeration to store all meals ordered and could receive early deliveries.
4. Under columns (1) and (2), enter the beginning and ending dates for meal service at each site.
5. Under columns (3), enter the total number of days meals will be served at each site.
6. Enter in column (5) beside the appropriate meal type, the average number of each type of meal that is estimated to be served each day at the site. For example, if a site plans to serve 11,000 lunches for 44 days during the summer, then the average is 250 (11,000 divided by 44). Do not insert the maximum number that will be served on a particular day during the summer.
7. Enter in column (6) the result of column (3) times column (5).
8. Enter in column (7) the delivery time for each meal type.

When estimating the Average Meals Served Per Day (Column 5), use the average from the prior summer if the site was in operation at that time.

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

SCHEDULE B

**U.S. DEPARTMENT OF AGRICULTURE – FOOD AND NUTRITION SERVICE
SUMMER FOOD SERVICE PROGRAM
MENU CYCLE***

* Sponsor shall attach a menu cycle for each site.

SCHEDULE C

Summer Food Service Program (SFSP) Meal Pattern ¹

Food Component	Breakfast	Lunch or Supper	Snack ² Serve any two of the four components (must be two DIFFERENT components)
Milk, fluid ³	1 cup (8 fluid ounces)	1 cup (8 fluid ounces)	1 cup (8 fluid ounces)
Vegetables and Fruits Vegetable(s) and/or fruit(s) or Full-strength fruit or vegetable juice ⁴ or An equivalent quantity of any combination of the above vegetables and fruits	½ cup ½ cup (4 fluid ounces)	¾ cup total ^{4,5}	¾ cup ¾ cup (6 fluid ounces)
Grains and Breads ⁶ Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal ⁷ or Cooked cereal or Cooked pasta or noodle products or Cooked cereal grains or An equivalent quantity of any combination of the above grains and breads	1 slice 1 serving ¾ cup or 1 ounce ½ cup ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 ounce ½ cup ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 ounce ½ cup ½ cup ½ cup
Meat and Meat Alternates Lean meat or poultry or fish ⁸ or Alternate protein products ⁹ or Cheese or Cottage cheese or Eggs or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds ¹⁰ or Yogurt ¹¹ , plain or flavored, unsweetened or sweetened or An equivalent quantity of any combination of the above meat and meat alternates	Optional	2 ounces 2 ounces 2 ounces ½ cup 1 large egg ½ cup 4 tablespoons 1 ounce = 50 percent 8 ounces or 1 cup	1 ounce 1 ounce 1 ounce ¼ cup ½ large egg ¼ cup 2 tablespoons 1 ounce 4 ounces or ½ cup

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

² Snack must consist of two food items, each from a different food component. For example, a snack containing fruit juice and carrot sticks would not meet the meal pattern requirements because both food items are from the vegetable/fruit component. Juice cannot be served when milk is the only other snack component.

³ Milk must be provided as a beverage. The Connecticut State Department of Education recommends serving low-fat (1%) or fat-free milk.

⁴ At lunch and supper, full-strength 100 percent vegetable or fruit juice cannot be counted to meet more than half (½ cup) of this requirement.

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

⁶ Bread, pasta or noodle products and cereal grains must be whole grain or enriched. Cornbread, biscuits, rolls, muffins and other breads must be made with whole-grain or enriched flour or meal. Breakfast cereals must be whole grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour. All products must meet the minimum serving sizes specified in Serving Sizes for Grains/Breads in the Summer Food Service Program (http://www.sde.ct.gov/sde/lib/sde/pdf/deps/nutrition/sfsp/gb_servings_sfsp.pdf).

⁷ One serving must measure ¾ cup or weigh 1 ounce, whichever is less. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

⁸ Edible portion of cooked lean meat, poultry or fish as served, e.g., cooked lean meat without bone.

⁹ Alternate protein products must meet the requirements specified by the U.S. Department of Agriculture (USDA) in Appendix A to Part 225 of the SFSP regulations.

¹⁰ Tree nuts and seeds that may be used as meat alternates include almonds, Brazil nuts, cashews, filberts, macadamia nuts, peanuts, pecans, walnuts, pine nuts, pistachios and soynuts. At lunch or supper, nuts and seeds cannot meet more than 50 percent of the meat/meat alternates requirement. They must be combined with another meat/meat alternate to meet the requirement. One ounce of nuts or seeds equals one ounce of cooked lean meat, poultry or fish.

¹¹ To increase nutrient variety, yogurt should not be served when milk is the only other snack component.

For more information, see the Connecticut State Department of Education SFSP Web site at <http://www.sde.ct.gov/sde/cwp/view.asp?a=2626&q=320658> or contact the Connecticut State Department of Education, Bureau of Health/Nutrition, Family Services and Adult Education, 25 Industrial Park Road, Middletown, CT 06457 (see <http://www.sde.ct.gov/sde/cwp/view.asp?a=2626&q=321576>).

SCHEDULE D

SPONSOR: _____

UNIT PRICE SCHEDULE

INSTRUCTIONS:

VENDOR: Complete items (d) and (e) for each for each Meal Type.

SPONSOR: Complete items (a) – (c) Meal Type.

Total Meals X Cost = Total Cost.

(a) MEAL TYPE (i.e., Lunch)	(b) AVERAGE DAILY MEALS ¹ NEEDED	(c) TOTAL NUMBER ² OF MEALS	(d) UNIT COST ³	(e) TOTAL BID
			\$	\$

ADJUSTMENTS*

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

<u>AVERAGE DAILY MEALS BILLED - AVERAGE DAILY MEALS NEEDED</u>	<u>MULTIPLY "UNIT COST" (D) BY THIS AMOUNT</u>
81 – 90%	1.05
71 – 80%	1.10
61 – 70%	1.15
51 – 60%	1.20
50% OR BELOW	1.30

EXAMPLE: If the average daily meals billed – by the “average daily meals needed” (item b above) = .82 or 82% multiply the “unit cost” (item d above) by 1.05.

The contractor will invoice the sponsor at the 100% unit cost indicated above bi-weekly. To determine if an additional cost per meal is due the vendor, complete the following calculation. Divide the total number of meals billed by type (lunch, breakfast or supplement) for the total length of the program by the total number of days the program was operated. Any additional charges resulting from this higher “adjustment” will be reflected in the final statement from the vendor.

NOTE: The unit cost per meal may not exceed the maximum operational reimbursement for each meal type as stated in Part 7 CFR 225 of the federal regulations.

1. Obtained from Columns (3) and (6), Schedule A, by dividing total meals for each specific meal type by the greatest number of days operated by a site in Column (3).
2. Obtained from Schedule A by totaling Column (6) for each specific meal type.
3. Unit cost specified is that cost based on 100% Average Meals Needed Per Day.

**The Adjustments section can be deleted by the Sponsor. If you keep it in you may get a better price, but you may end up paying more per meal if you do not order at least 91% of the estimated number of meals listed in column b above.*

SUMMARY BID SHEET

MEAL TYPE	TOTAL NUMBER OF MEALS	¹ UNIT COST	TOTAL
BREAKFAST		\$	\$
A. M. SUPPLEMENT		\$	\$
LUNCH		\$	\$
P. M. SUPPLEMENT		\$	\$
TOTAL→		\$	\$

¹Unit cost must be identical to those unit costs listed on the **UNIT PRICE SCHEDULE.**

Buy American Provision

“Section 104(d) of the William F. Goodling Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to *purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under NSLP and SBP.*”

The Summer Food Service Program is included in this requirement as it is authorized as part of the NSLP.

This provision is included as part of the bid specifications.

SCHEDULE E

CONNECTICUT STATE DEPARTMENT OF EDUCATION CHILD NUTRITION PROGRAMS

FOOD PRODUCT SPECIFICATIONS SUMMER FOOD SERVICE PROGRAM

Attached are food product specifications and food packaging and delivery specifications to be used in conjunction with menus, prepared for vended programs participating in the Summer Food Service Program.

Product information is presented by “meal component” category. The page numbers reference after each food item refers to Program Aid No. 1160 “Food Purchasing Pointers for School Food Service” a publication of FNS/USDA. Another publication available as a resource from FNS/USDA is Program Aid No. 1331, “Food Buying Guide for Child Nutrition Programs” which gives average yield information on over 600 food items. Copies of these documents may be obtained upon request through the state agency.

Where applicable, reference is also made to either USDA or FDA Standards of Identity. Also, all meat and poultry must be produced in plants with USDA Meat and Poultry Inspection Service.

Reference is made to “brand names” of known quality for some foods. Products of equal quality may be used in place of these brand names.

Fresh fruits are indicated for almost every meal. All fruit should be of proper ripeness for eating and free of excess bruises. Fruit must not be overripe. Seasonal availability may require some substitutions for indicated fresh fruit.

BREAD/BREAD ALTERNATE AND CEREAL SPECIFICATIONS

SEE ATTACHMENT TO SCHEDULE E

FRUIT/VEGETABLE SPECIFICATIONS

Orange Juice – (page 98) 100% juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrate) sweetened or unsweetened U.S. Grade A. Orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation. Juice should be practically free of defects, show no coagulation, having no noticeable seed particles, and have a normal flavor.

Celery Sticks – (page 74) 4 sticks/each three inches long and $\frac{3}{4}$ inch wide to equal $\frac{1}{4}$ cup serving. Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

Carrot Sticks - (page 74) 6 sticks/each 4 inches long x $\frac{1}{2}$ inch wide to equal a $\frac{1}{4}$ cup serving. Select medium to small size roots which are well shaped, smooth, solid and have good orange color. Carrots with considerable green color at the top require extra trimming.

Pineapple Juice – (page 98) 100% juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) sweetened or unsweetened U.S. Grade A. Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects. Juice should have a distinct flavor and no coagulation of pulp.

Nectarine – (page 80) 2 to 2- $\frac{1}{8}$ inches to diameter. 1 nectarine equals $\frac{1}{2}$ cup serving (medium). Rich color and plumpness. Firm with slight softening along the seam. Orange-yellow color between the red areas.

Apple Juice – (page 97) 100% juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) Clarified U.S. Grade A Fancy. Bright, typical color. Free from apple pulp, seeds or other sediments.

Orange – (page 80) 1 orange equals $\frac{1}{2}$ cup serving (medium). Heavy, firm, well-colored, well-formed fruit with fine textured skins.

Orange-Grapefruit Juice – (page 106) 100% juice, pasteurized, fresh, canned, or reconstructed to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A. Should have a good flavor and odor, bright, good color. Should not contain excessive amounts of pulp, seed particles or peel.

Apricots – (page 78) 2 apricots equal $\frac{1}{2}$ cup serving. Selected apricots having a bright, plump and juicy appearance with a uniform golden-orange color. Ripe apricots will yield to gentle pressure.

Raisins – (page 109) Seedless, U.S. Grade A, small. Bulk 2- $\frac{2}{3}$ ounces = $\frac{1}{2}$ cup, individual packages, 1- $\frac{1}{2}$ ounce = $\frac{1}{4}$ cup fruit. Similar varietal characteristics, good typical color, good flavor, and development.

Tomato Slices – (page 77) 6 x 7 size. Slice in $\frac{1}{4}$ inch slices. 2 slices = $\frac{1}{4}$ cup.

Tomato Wedges – 5 x 6 size. $\frac{1}{4}$ tomato = $\frac{1}{4}$ cup. Well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes and decay. Full red color and slight softening for immediate use.

Lettuce. Head – (page 75) One piece = ¼ cup.

Lettuce. Leaf – 1 large leaf = ¼ cup. Green color, fairly firm. Fresh outer leaves free from insects and noticeable discoloration or decay.

Orange-Pineapple Juice – (page 98) 100% juice, pasteurized, fresh, canned or reconstituted to single strength from concentrate (either canned or frozen concentrates). Sweetened or unsweetened U.S. Grade A. Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects and orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation.

Banana petite – (page 78) 1 banana equals ½ cup serving. Each banana approximately ¼ lb. Plump, firm bright colored fruit. Free from scars and bruises. For immediate use select solid yellow colored fruit, lightly flecked with brown.

Purple Plum – (page 81) 2 plums equal ½ cup serving (size: 4 x 5 inches in diameter). Well formed fruit. Good color. Fairly firm to slightly soft state of ripeness. Fresh, bright appearance.

Tomato Juice – (page 90) 100% juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A. Tomato juice should have a color typical of well-ripened red tomatoes which have been properly prepared and processed. Juice should be practically free from defects, possess a good flavor, and have a fairly good consistency.

Peach – (page 80) 2-1/8 inches diameter. 1 peach equals ½ cup (medium). Select fruits with plenty of red blush and free from signs of decay. They should be firm, not hard, and the skin between the red area should have a yellowish cast rather than distinctly green.

Pear – (page 80) 2-1/4 to 2-3/8 inches diameter. 1 pear equals ½ cup serving (medium). Select well formed, smooth fruits free from scars and skin punctures. Firm fruit will ripen on standing.

Apple – (page 78) 2-1/2 inches diameter. 1 apple equals ½ cup (medium). Select firm, crisp, well-colored apples. Flavor varies in apples and depends on the stage of maturity at time of picking. Immature apples lack color and are usually poor in flavor.

Tangerine – (page 81) 2-3/8 inches in diameter. 1 tangerine equals ½ cup (medium). Select fresh bright fruits, generally well-colored, well-shaped, fairly firm moderately heavy, and free from decay. Those with dull, dried skins or which are puffy and light in weight may have shrunken and dried flesh.

Grapes – (page 79) Seedless, 18 grapes equals ½ cup, with seeds 12 grapes = ½ cup. Plump, firm, well-colored, fresh looking, firmly attached to stem. Green fruit. Stems green and pliable.

Grape Juice – (page 97) 100% juice, concord sweetened or unsweetened, U.S. Grade A. Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor.

Watermelon – Approximately 27 lbs. each. 1/64 wedge = ½ cup.

MEAT/MEAT ALTERNATE SPECIFICATIONS

1. Meat Alternates

Eggs – Hard Boiled – Prepared from eggs, fresh, shell (page 60) Large. U.S. Grade A – Large. Uniform in size, clean, sound shell, free from foreign odors or flavors. Packed in standard commercial shipping containers with good packing materials.

American Cheese - Pasteurized, Processed Cheese (page 57) Processed cheese is a melted pasteurized blend of cheese and emulsifiers with or without added optional ingredients. Product must be USDA inspected processed cheese from a USDA approved plant. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.750.

Natural Cheddar Cheese – (page 57) U.S. Grade A, aged 3-6 months. Not more than 39% moisture. Not less than 50% milk fat on the solid basis. Products must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.500.

Peanut Butter – (page 70) Smooth or chunky, U.S. Grade A. Peanut butter should have color that is medium brown to brown color roast. Peanut butter should be firm set, smooth, pliable, and have good spreadability. Suitability seasoning and stabilizing ingredients may be added not in excess of 10% of the weight of the finished product. Product must conform to Standard of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 46.1.

Nuts and Seeds – peanuts, soynuts, tree nuts such as walnuts and seeds that are nutritionally comparable to meat or other meat alternates. Nuts such as acorns, chestnuts and coconuts are not acceptable due to their extremely low protein and iron values.

2. Poultry Items

Fried Chicken – cold (page 63) 2 ounces (edible) cooked meat equals one serving. Cooked, frozen U.S. Grade A, the batter/bread shall consist of flour type base with other ingredients as needed to produce a desirable texture, flavor, and color. The finished product should be uniformly covered with batter and breading and have a uniform brown color. Free from burnt areas. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.166. Product shall be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs).

Chicken Roll – (page 64) Form – fully cooked. Recommended points for specifications: Processing – chicken rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standards of Identity, Code of Federal Regulations. Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

Turkey Roll – (page 64) 1 ½ ounces equals 1 ounce cooked lean meat. (Specification based on USDA purchased turkey rolls donated to schools) or equal quantity. Form – fully cooked. Grade – Process from U.S. Grade II or better quality. Processing – turkey rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing

Service (Poultry Grading Programs). Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspections Service) Part 381.159.

Turkey Ham - 1.4 ounces equals 1 ounce cooked lean meat. Specifications based on USDA, FSIS Standard as published in Vol. 44, No. 177, August 31, 1979. Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service), Part 381.17, Subpart P.

3. Meat Items

Corned Beef – 1-pound equals .42 pounds cooked lean meat (restaurant quality). Fully cooked, prepared from USDA Grade good or better. Processing – product must be processed in its entirety in a plant operating under USDA’s Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Inspection Service) Part 319.100.

Roast Beef – (page 43) (Restaurant quality). Fully cooked, prepared from USDA Grade good or better. Processing – product must be processed in its entirety in plant operating under USDA’s Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.81.

Beef, Bologna – (page 50) Bologna is smoked fully cooked sausage. The meat components consist of beef very finely comminuted and stuffed in artificial or natural casings. The interior out surface is smooth, fine-textured, light pink in background color, and finely mottled with evenly distributed light to dark red flecks. Product must be processed in a plant operating under USDA’s Meat Inspection Service. Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

Cooked Beef Salami – (page 54) Cooked beef salami is a smoked fully cooked sausage. The meat components consist of moderately coarse-cut beef and finely comminuted beef with finely comminuted beef heart meat included in some formulas. Seasoning includes garlic and peppercorns. Salami is stuffed in artificial casings and measures from 3.5 to 4.5 inches in diameter. The interior cut surface is moderately coarse in texture and light to dark reddish-brown in color. Product must be processed in a plant operating under USDA’s Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

Boiled Ham, Cured, and Boneless – (page 48) 1.2 ounces unheated meat equals 1 ounce lean meat. The skinless, completely boneless, cured and smoked, fully cooked ham, must be prepared from regular short shank ham. The cured pork must be derived from sound, well-trimmed wholesale market and fabricated cuts. Product must be processed in a plant operating under USDA’s Meat and Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104.

4. Fish Items

Tuna Fish – (page 69) Fancy or solid. The can usually contains large piece of chunks or firm flesh – packed in oil or water. Grade – packed under Federal Inspection (PUF 1). Tuna fish “salad” may be prepared by mixing tuna fish with relish and/or chopped vegetables such as celery and onions. Vegetable oil may be used as a moistening agent to “bind” the salads. Weight of portion of tuna must be 2 ounces before added ingredients.

SPECIFICATION – OTHER PRODUCTS

Milk – (pages 35-37) All milk products used meet Federal, State and Local requirements for fluid milk.

Butter – (page 112) USDA Grade A or better. Salted or unsalted.

Margarine, Fortified – (page 115) Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 45.1

Yogurt – Plain, sweetened or flavored.

Jelly – Fruit portion packs minimum ½ ounce. Products must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 29.2

Mayonnaise – (page 120) Portion packs 1/3 ounce or more. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 25.2

Attachment to Schedule E

Serving Sizes for Grains/Breads in the Summer Food Service Program (SFSP)^{1, 2}

Group A	Minimum Serving Size for Group A
<ul style="list-style-type: none"> • Bread type coating • Bread sticks, hard • Chow mein noodles • Crackers, savory, e.g., saltines and snack crackers • Croutons • Pretzels, hard • Stuffing, dry <i>Note: weights apply to bread in stuffing</i> 	<p>1 serving = 20 grams or 0.7 ounce ¾ serving = 15 grams or 0.5 ounce ½ serving = 10 grams or 0.4 ounce ¼ serving = 5 grams or 0.2 ounce</p>
Group B	Minimum Serving Size for Group B
<ul style="list-style-type: none"> • Bagels • Batter type coating • Biscuits • Breads, e.g., white, wheat, whole wheat, French, Italian • Buns, hamburger and hot dog • Crackers, sweet, e.g., crackers and animal crackers • Egg roll skins • English muffins • Pita bread, e.g., white, wheat, whole wheat • Pizza crust • Pretzels, soft • Rolls, e.g., white, wheat, whole wheat • Tortillas, wheat or corn • Tortilla chips, wheat or corn • Taco shells 	<p>1 serving = 25 grams or 0.9 ounce ¾ serving = 19 grams or 0.7 ounce ½ serving = 13 grams or 0.5 ounce ¼ serving = 6 grams or 0.2 ounce</p>
Group C	Minimum Serving Size for Group C
<ul style="list-style-type: none"> • Cookies, plain, including vanilla wafers³ • Cornbread • Corn muffins • Croissants • Pancakes • Pie crust (dessert pies³, fruit turnovers⁴ and meat or meat alternate pies) • Waffles 	<p>1 serving = 31 grams or 1.1 ounces ¾ serving = 23 grams or 0.8 ounce ½ serving = 16 grams or 0.6 ounce ¼ serving = 8 grams or 0.3 ounce</p>
Group D	Minimum Serving Size for Group D
<ul style="list-style-type: none"> • Cereal bars, breakfast bars, granola bars, plain⁴ • Doughnuts, cake and yeast raised, unfrosted⁴ • Muffins, all except corn • Sweet rolls, unfrosted⁴ • Toaster pastries, unfrosted⁴ 	<p>1 serving = 50 grams or 1.8 ounces ¾ serving = 38 grams or 1.3 ounces ½ serving = 25 grams or 0.9 ounce ¼ serving = 13 grams or 0.5 ounce</p>
Group E	Minimum Serving Size for Group E
<ul style="list-style-type: none"> • Cereal bars, breakfast bars and granola bars with nuts, dried fruit, chocolate pieces, fruit purees⁴ • Cookies, with fillings or coverings, nuts, raisins, chocolate pieces, fruit purees³ • Doughnuts, cake and yeast raised, frosted or glazed⁴ • French toast • Sweet rolls, frosted⁴ • Toaster pastries, frosted⁴ 	<p>1 serving = 63 grams or 2.2 ounces ¾ serving = 47 grams or 1.7 ounces ½ serving = 31 grams or 1.1 ounces ¼ serving = 16 grams or 0.6 ounce</p>

Serving Sizes for Grains/Breads in the Summer Food Service Program (SFSP) ^{1,2} continued

Group F	Minimum Serving Size for Group F
<ul style="list-style-type: none"> • Cake, plain, unfrosted³ • Coffee cake⁴ 	1 serving = 75 grams or 2.7 ounces $\frac{3}{4}$ serving = 56 grams or 2.0 ounces $\frac{1}{2}$ serving = 38 grams or 1.3 ounces $\frac{1}{4}$ serving = 19 grams or 0.7 ounce
Group G	Minimum Serving Size for Group G
<ul style="list-style-type: none"> • Brownies, plain³ • Cake, all varieties, frosted³ 	1 serving = 115 grams or 4 ounces $\frac{3}{4}$ serving = 86 grams or 3 ounces $\frac{1}{2}$ serving = 58 grams or 2 ounces $\frac{1}{4}$ serving = 29 grams or 1 ounce
Group H	Minimum Serving Size for Group H
<ul style="list-style-type: none"> • Barley • Breakfast cereals, cooked⁵ • Bulgur or cracked wheat • Cereal grains⁶ • Macaroni, all shapes • Noodles, all varieties • Pasta, all shapes • Ravioli, noodle only • Rice, brown or enriched white 	1 serving = $\frac{1}{2}$ cup cooked (or 25 grams dry) $\frac{1}{2}$ serving = $\frac{1}{4}$ cup cooked (or 13 grams dry)
Group I	Minimum Serving Size for Group I
<ul style="list-style-type: none"> • Ready-to-eat breakfast cereals (cold dry)⁵ 	1 serving = $\frac{3}{4}$ cup or 1 ounce, whichever is less $\frac{1}{2}$ serving = $\frac{1}{3}$ cup or $\frac{1}{2}$ ounce, whichever is less $\frac{1}{3}$ serving = $\frac{1}{4}$ cup or $\frac{1}{3}$ ounce, whichever is less

¹ All grain/breads must be whole grain or enriched or made with whole-grain or enriched flour or meal, or bran or germ.

² Some of these foods or their accompaniments are high in sugars, salt or fat. This should be a consideration when deciding how often to serve them.

³ Allowed only for desserts (no more than 2 ounce equivalents per week) in the National School Lunch Program (NSLP) and snacks (no more than two servings per week) in the Afterschool Snack Program.

⁴ Allowed only for desserts (no more than 2 ounce equivalents per week) in the NSLP, snacks in the Afterschool Snack Program (no more than two servings per week) and breakfasts in the School Breakfast Program (SBP).

⁵ Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast. Cereals must be whole grain, enriched or fortified.

⁶ Examples of cereal grains include amaranth, buckwheat, cornmeal, corn grits, farina, kasha, millet, oats, quinoa, wheat berries and rolled wheat.

For more information, see the Connecticut State Department of Education SFSP Web site at <http://www.sde.ct.gov/sde/cwp/view.asp?a=2626&q=320658> or contact the Connecticut State Department of Education, Bureau of Health/Nutrition, Family Services and Adult Education, 25 Industrial Park Road, Middletown, CT 06457 (see <http://www.sde.ct.gov/sde/cwp/view.asp?a=2626&q=321576>).

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SCHEDULE F

STATE OF CONNECTICUT – DEPARTMENT OF EDUCATION
CHILD NUTRITION PROGRAMS

SUMMER FOOD SERVICE PROGRAM

TRANSPORTATION CERTIFICATION

1. Describe in detail the type of vehicle(s) and/or containers that will be utilized to provide adequate refrigeration and/or heating of all foods to ensure that temperatures remain in accordance with state and local health codes.

2. How many vehicle(s) will be utilized to meet the terms of this contract?

3. Will the delivery of meals for this contract be combined on the same truck with deliveries for other contracts? Yes_____ No_____

4. If bidding on preparation of hot meals, does the bidder have to heat all meals at their state agency approved facility? If no, describe how the bidder proposes to meet the terms of this contract.

5. Will the delivery of the meals for this contract be subcontracted? Yes_____ No_____ If yes, please provide the name, address, phone number and contact person below:

CERTIFICATION

I certify that the above information accurately reflects how meals will be delivered and heated, if applicable. I further realize that any deviation from these statements may result in the cancellation of this contract by the sponsor.

Signature of Bidder

Date

Renewal Option Amendment for Summer Food Service Program (SFSP) Invitation for Bid and Contract

Duration of Contract. The initial term of this agreement commences on _____ and continues until May 31, 20__ [this date may be no more than one year from the date the agreement commences], unless terminated by either party as hereinafter provided. The agreement is subject to four (4) additional one-year renewals upon the consent of both parties. The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other.

The SFSP sponsor or the food service management company (FSMC) may terminate the contract, for cause, including the FSMC’s noncompliance with contract terms by giving sixty (60) days written notice by registered/return receipt requested mail.

The Connecticut State Department of Education shall be notified immediately of termination action and reason for termination.

The contract may be extended by the SFSP sponsor and the FSMC under the rules and regulations prescribed by the Commissioner of Education and federal regulations, as prescribed by the United States Department of Agriculture.

Availability of Funds. Every payment obligation of the SFSP sponsor under this contract is conditional upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFSP sponsor at the end of the period for which funds are available. No liability shall accrue to the SFSP sponsor in the event this provision is exercised, and the SFSP sponsor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

State the percent and amount of increase in the per meal cost for breakfast, lunch/supper and supplement (snack) or indicate if your company chooses to use the consumer price index (CPI).

CPI: Yes No – *Complete the chart below.*

Renewal Option	Breakfast		Lunch/Supper		Supplement (Snack)	
	% Increase	\$ Unit Price	% Increase	\$ Unit Price	% Increase	\$ Unit Price
Year 2						
Year 3						
Year 4						
Year 5						

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