

INVITATION TO BID AND CONTRACT FOR THE 2024 VICTORY FOR YOUTH SUMMER
FEEDING PROGRAM BID NUMBER 2024-01 VFY
for Miami Dade and Broward County Sites

Sealed bids will be received by Victory For Youth, Inc located at 2400 S. Dixie Hwy 2nd Fl Miami, FL 33133 until 1:00 pm EST on Friday, February 9, 2024 for supplying bulk meals to children participating in the Summer Food Service Program (SFSP). Please note that a bulk waiver will be obtained and will replace unitized meals in the attached documents.

The meals being supplied must meet all the requirements as instructed in the attached documents and the pricing for each meal type should include both hot and cold meal options throughout a weekly menu along with food containers and supplies to serve food.

The attached documents set forth the terms and conditions applicable to the proposed procurement. Upon acceptance of the bid the prices quoted on the SUMMER FOOD SERVICE PROGRAM INVITATION FOR BID AND CONTRACT shall constitute the prices to be included in the final approved contract.

We are seeking to award two Food Service Management Companies, based on price, one for each of the two schedules of potential sites attached (Site Schedule A1 and Site Schedule A2). Schedule A1 includes sites located in North Miami and Broward County and Schedule A2 includes Miami Dade County sites (excluding Hialeah, Opalocka and zip codes located north of NW 62nd St.). When submitting your bids please indicate which schedule of sites you are bidding on and include the price per meal for BREAKFAST/LUNCH/SNACK/SUPPER for the estimated number of meals indicated on the chosen schedule. You may submit a bid for each of the site schedules, but each vendor will be awarded only one site schedule. Please be aware that these site schedules are the potential sites for this upcoming summer and is subject to changes before and during the contract period.

The Opening of the bids will be scheduled for February 12th, 2024 at 1pm via zoom. Please email tonim@victoryforyouth.org for additional information and if you wish to be present at the opening of the bids and a link will be provided.

SUMMER FOOD SERVICE PROGRAM INVITATION TO BID AND CONTRACT

This document contains an invitation to Food Service Management Companies (FSMC) to bid for the furnishing of bulk 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. Code of Federal Regulations. This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the FSMC and Sponsor identified below.

SPONSOR		PUBLIC OPENING																					
SPONSOR NUMBER 1137		BID NUMBER 2024-01Vfy																					
NAME Victory For Youth, Inc		DATE February 12, 2024																					
2400 S. Dixie Hwy 2 nd Fl Miami, FL 33133 ADDRESS (Include City, State, Zip Code)		TIME 1:00 pm																					
305-321-4618 TELEPHONE NUMBER		Toni Mysorewala CONTACT PERSON																					
CONTRACT DATES		SCHEDULE A _____ (indicate schedule #)																					
COMMENCEMENT March 1, 2024		ESTIMATED NUMBER OF MEALS located on corresponding schedule A1 or A2 and FIXED UNIT PRICE BIDS TO BE INSERTED BY THE BIDDER.																					
EXPIRATION February 28, 2025		<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 20%;">Fixed Price Bid Per Meal</th> <th style="width: 20%;">Estimated # of Meals</th> <th style="width: 30%;">TOTALS</th> </tr> </thead> <tbody> <tr> <td>BREAKFAST</td> <td>\$ _____</td> <td>x _____</td> <td>= \$ _____</td> </tr> <tr> <td>SNACK</td> <td>\$ _____</td> <td>x _____</td> <td>= \$ _____</td> </tr> <tr> <td>LUNCH/SUPPER</td> <td>\$ _____</td> <td>x _____</td> <td>= \$ _____</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">ESTIMATED</td> <td>\$ _____</td> </tr> </tbody> </table>			Fixed Price Bid Per Meal	Estimated # of Meals	TOTALS	BREAKFAST	\$ _____	x _____	= \$ _____	SNACK	\$ _____	x _____	= \$ _____	LUNCH/SUPPER	\$ _____	x _____	= \$ _____			ESTIMATED	\$ _____
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		ESTIMATED	\$ _____																				
BID BOND PERCENTAGE REQUIRED 5%	PERFORMANCE BOND PERCENTAGE REQUIRED 10%	PROMPT PAYMENT DISCOUNT (To be inserted by bidder) <div style="display: flex; align-items: center; justify-content: center;"> <input style="width: 50px; height: 20px; margin-right: 5px;" type="text"/> % for payment within <input style="width: 50px; height: 20px; margin-left: 5px;" type="text"/> days </div>																					
FSMC																							
FSMC NAME		TELEPHONE NUMBER																					
STREET ADDRESS (Include City, State, Zip Code)																							
AUTHORIZED SIGNATORY NAME		TITLE																					
SIGNATURE		DATE																					
ACCEPTANCE																							
SPONSOR SIGNATURE		TITLE	DATE																				

INSTRUCTIONS

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) Food Service Management Company (FSMC): Any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the 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.
 - (d) Invitation to Bid (ITB): The document where the procurement is advertised. In the case of this Program the ITB becomes the contract once both parties agree in writing to all terms and conditions of the ITB.
 - (e) Sponsor: The organization which issues this ITB.
 - (f) Unitized Meal: An individual pre-portioned 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.
- (b) Bids must be executed and submitted in triplicate. If accepted, this ITB will become the contract, and one copy of the contract will be forwarded to the successful bidder with the notice of award. 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 5% of bid price. 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.
- 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 ITB 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.

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

2. Submission of Bids

- (a) Bidders are expected to carefully examine the specifications, schedules attachments, terms, and conditions of this ITB. Failure to do so will be at the bidder's risk.

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 ITB 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 ITB will be furnished to all prospective bidders as an amendment of the ITB, if such information is necessary to bidders in submitting bids on the ITB, or if the lack of such information would be prejudicial to uninformed bidders.

4. Acknowledgement of Amendments to ITBs

The sponsor must acknowledge receipt of an amendment to an ITB 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 ITB. 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 ITB.
- (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 able to perform the contract.
- (d) Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.
- (e) The contract will be for a one (1) year period with an option to renew for four (4) additional one (1) year terms.

9. Late Bids, Modification 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. A Bid response or offer received by telegraph, telephone, fax or email is not acceptable, as the bid must contain the original signature of an authorized FSMC or LEA representative.
- (b) Any modification or withdrawal of a bid is subject to the same conditions as above except that withdrawal of a bid by telegram, fax or email is authorized. Bids may also be withdrawn in person by the bidder or an authorized representative, prior to the scheduled bid opening time, provided the identity of the authorized representative is made known to the Sponsor and a receipt is signed for the withdrawn bid.
- (c) The only acceptable evidence to establish timely mailing shall be the date of mailing a bid modification or withdrawal sent either by registered or certified mail in the U.S. Postal Service (USPS) system, is the postmark on the outside of the original delivery envelope and receipt. If the USPS postmark or label does not display a legible date, the bid, late modification or bid withdrawal may be deemed to have been mailed late, unless other documentation is submitted. The term "Postmark" means a printed or stamped mark or impression that is readily identifiable without further evidence as having been affixed on the date of mailing. Delivery or withdrawal of a bid is also acceptable when conveyed by registered commercial carriers such as, but not limited to, Federal Express, United Parcel Service or Airborne Express.
- (d) Notwithstanding the above, a late modification of a bid already in the possession of the Sponsor may be permitted if accomplished prior to the published time of opening and witnessed by officials or staff of the Sponsor.

SCOPE OF SERVICES

A. FSMC and sponsor agree to adhere to USDA regulations 7 CFR Part 225, entitled Summer Food Service Program, and USDA Administrative Guide to Sponsors is hereby incorporated by reference.

B. FSMC agrees to deliver bulk meals ¹ inclusive 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 the Meal Components and Meal Patterns included herein.

D. This Contract is effective for a one-year period commencing ² March 1, 2024 through February 28, 2025, (the "Contract Term" or "Term") with options to renew yearly not to exceed four (4) additional years (each a "Renewal Term").

E. Renewal of this Contract is contingent upon the fulfillment of all Contract provisions.

F. FSMC shall furnish meals as ordered by the Sponsor ³ 6 days a week, as specified in Schedule A.

G. The only rates and fees that may be adjusted in subsequent Contract Terms are the fixed rates contained herein. Before any fixed rate adjustments can be implemented as part of a Contract renewal agreement, the FSMC shall document to the sponsor, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent Contract Terms must not exceed the Consumer Price Index for Urban Consumers—Food Away From Home annualized rate for December of the current school year. Individual per meal fixed rate and applicable fixed fee increases cannot exceed the CPI as stated above. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost.

¹Insert "including" or "excluding" as applicable.

²Sponsor shall insert contract commencement date and expiration date.

³Sponsor shall insert appropriate number of serving days.

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UNIT PRICE SCHEDULE AND INSTRUCTIONS

1. Bidders are asked to submit prices in accordance with Schedule B for meals with or without milk (see Scope of Services) meeting the contract specifications set forth in the Meal Components and Meal Patterns included herein and to be delivered to all the sites stated in Schedule A. Please note that bidders must complete a Schedule D for each meal type (breakfast, lunch, supplement, etc.) covered by the ITB.

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, serving 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 the best-known estimates for requirements during the operating period. The Sponsor reserves the right to order more or fewer meals than estimated at the beginning of the operating period. FSMC will be paid at the 100%-unit cost rate during the payment period specified. 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 FSMC. However, if average meals delivered per day by type over the contract period fall below 90% of the applicable average daily estimate, adjustments can be made to the per unit price in accordance with Schedule D.

5. Evaluation of Bidders: 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.
- 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 series 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 ¹ Thursday 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 ² 24 hour notice, or less if mutually agreed upon between the parties to this contract.

7. Meal-Cycle Change Procedure. Meals will be delivered daily 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 exists which might prevent the FSMC 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 FSMC's suggested food cost, periodically throughout the contract period.

¹Insert mutually agreed upon day.

²Sponsor shall insert appropriate number.

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 FSMC will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time, 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 FSMC 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 FSMC in writing as to the number of meals rejected and the reasons for rejection.

9. Specifications

A. Packaging:

1. Hot Meal Unit -- Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204 degrees C) or higher.
2. Cold Meal Unit (or Unnecessary to heat) – Container and overlay must be non-toxic plastic or paper.
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 at inspected facilities in accordance with State and local health standards.

C. 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 processed and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. All meat and meat products must be of good quality and are 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 and be of good quality and free of objectionable odors or signs of deterioration on delivery.

All refrigerated food shall be delivered at an internal temperature of 33 to 40°F.

All frozen food shall be delivered at 32°F or below. Frozen products should be frozen solid with no indication of thawing, and no evidence of thawing and re-freezing, freezer burn, or any off color or odors.

All hot food shall be delivered with an internal temperature of 135°F or above.

GENERAL CONDITIONS

1. Delivery Requirements

- A. Delivery will be made by the FSMC 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 FSMC's personnel at each of the sites and times listed in Schedule A.
- C. The delivery of meals out of cycle with the approved menu may occur only during the first week (5 days) of operation with the mutual consent of the Sponsor and FSMC.
- D. The FSMC 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.
- E. 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 FSMC by providing an amendment to Schedule A, of all sites which are approved, cancelled, or terminated after acceptance of this contract, and of any changes in the approved level of meal service for a site. Such amendments shall be provided within ¹ 48 hours or less.

2. Recordkeeping

- A. Delivery tickets must be prepared by the FSMC at a minimum in two copies: one for the FSMC, one for the site personnel. 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 FSMC shall maintain records of all costs 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 FSMC 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.

3. Method of Payment

The FSMC shall submit its itemized invoices to the Sponsor ² Monthly 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.

The FSMC shall be paid by the Sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, the State agency assumes no responsibility or liability for payment of differences between the number of meals delivered by the FSMC and the number of meals served by the Sponsor that are eligible for reimbursement.

¹Insert mutually agreed upon number.

²Sponsor shall insert "weekly", "bi-weekly", or "monthly."

4. Inspection of Facility

- A. The State agency must inspect the FSMC's facilities as part of the Sponsor review. The Sponsor, the State agency and USDA also reserve the right to inspect the FSMC's facilities without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The FSMC must maintain State or local health certification for the facility in which it proposes to prepare meals for use in the SFSP.
- C. The FSMC's facilities will 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.
- D. The FSMC 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.

5. Performance Bond Requirement

The successful bidder will provide the Sponsor with a performance bond in the amount of 10% of the contract price. The bond shall be executed by the FSMC, 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 furnished not later than ten days following award of the contract, but in all cases prior to commencement of performance.

6. Insurance

FSMC shall procure and maintain the insurance in accordance with the General Provisions of this ITB.

7. 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, the Sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

8. Number of Meals and Delivery Times

The FSMC 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. Sponsor shall be responsible for payment of all meals delivered and determined to be acceptable.

9. Emergencies

In the event of unforeseen emergency circumstances, the FSMC shall immediately notify the Sponsor by telephone of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether deliveries will be affected. No payments will be made for deliveries made later than ³ 1/4 hours after specified mealtime.

Emergency circumstances at the site impeding meal service are the concern of the Sponsor. The Sponsor may cancel orders provided it gives the FSMC at least ⁴ 24 hours' notice or less if mutually agreed upon between the parties to this contract.

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

³Sponsor shall set time in accordance with State agency instructions.

⁴Insert same number as in Section F #1 -13 on Page 8.

10. Termination

- A. The Sponsor reserves the right to terminate this contract if the FSMC fails to comply with any of the requirements of this contract. The Sponsor shall notify the FSMC and surety company, if a performance bond is in effect, of specific instances of noncompliance or unsatisfactory performance in writing with copies to FDACS.

If the FSMC does not take immediate corrective action upon such written notice, the Sponsor shall have the right to terminate the contract. The FSMC or surety company, if applicable, shall be liable for any damages incurred by the Sponsor. The Sponsor will notify the FSMC of specific instances of unsatisfactory performance. When losses are attributed to the FSMC's failure to perform in accordance with contract terms, the FSMC may be liable for the sponsor's expenses that exceed the rate of allowable meal reimbursements. Prior to termination, the Sponsor shall contact the State agency or regional office concerning procedures for conducting a re-procurement action.

- B. The Sponsor may, by written notice to the FSMC, terminate the right of the FSMC 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 FSMC 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.
- 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 FSMC as it could pursue in the event of a breach of the contract by the FSMC, 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 FSMC 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.

11. Subcontractors and Assignments

No provision of this Contract shall be assigned or subcontracted without prior written consent of the sponsor.

The FSMC will not subcontract for the total meal, with or without milk, or for the assembly of the meal.

In the event of any assignment, the FSMC shall remain liable to the Sponsor as principal for the performance of all obligations under this contract.

GENERAL PROVISIONS

Indemnification

FSMC shall indemnify each Sponsor and the State against any loss or damage (including attorney's fees and other costs of litigation) caused by the FSMC's negligent acts or commission of FSMC's agents or employees. FSMC expressly agrees to defend any suit against any Sponsor alleging personal injury, sickness or disease arising out of consumption or use of the merchandise sold, as well as any loss resulting from pilferage by FSMC's employees. Each Sponsor shall promptly notify the FSMC and the SA in writing of any claims against either FSMC or the Sponsor and in the event of a suit being filed, shall promptly forward to the FSMC and the SA all papers in connection therewith.

The Sponsor shall not incur any expense or make any settlement without FSMC's consent; provided however, that if the FSMC refuses or neglects to defend any such suit, the Sponsor may defend, adjust, or settle any such claim, and the costs of such defense, including reasonable attorney's fees to be charged to FSMC's account.

Insurance

The FSMC shall procure and maintain the following insurance:

Worker's Compensation Insurance as prescribed by the laws of the State of Florida, Comprehensive Bodily Injury, Property Damage, Liability and Products Liability Insurance, including bodily injury and property damage caused by automobiles with minimum limits of \$100,000 for injury or death of any one person, and \$300,000 for injury or death of two or more persons in any one accident, \$50,000 for property damage in any one accident, and \$250,000 for products liability in any one accident. The FSMC shall furnish the Sponsor with such evidence of insurance including insurance covering FSMC's Contractual Liability hereunder as the Sponsor may reasonably require.

Patents

The Sponsor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for sponsor purposes patent rights with respect to any discovery or invention which arises or is developed during or under such contract. 2 CFR Appendix II to Part 200(F).

Equal Opportunity

The FSMC hereby agrees that it will comply with:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Drug Free Workplace

This certification is required by the regulations implementing Sections 5151- 5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691).

Protest Procedures (Chapter 120, FL Statutes)

Additional procedures applicable to protests to contract solicitations or award. Agencies subject to this chapter shall use the uniform rules of procedure, which provide procedures for the resolution of protests arising from the contract solicitation or award process.

Clean Air and Water

If this contract is more than \$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.

Other

The FSMC certifies compliance with the following, as applicable:

- Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5);
- Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3)

Jessica Lunsford Act

Background screening requirements for certain non-instructional school district employees and contractors. (1) Except as provided in s. 1012.467 or s. 1012.468, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32. Contractual personnel shall include any contractor, individual, or entity under contract with a school or the school board.(2) Every 5 years following employment or entry into a contract in a capacity described in subsection (1), each person who is so employed or under contract with the school district must meet level 2 screening requirements as described in s. 1012.32, at which time the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the school district are not retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b), the person must file a complete set of fingerprints with the district school superintendent of the employing or contracting school district. Upon submission of fingerprints for this purpose, the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b). The cost of the state and federal criminal history check required by level 2 screening may be borne by the district school board, the contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or under contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract in that capacity.(3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

GUIDELINES FOR MEAL COMPONENTS

Meat and Meat Alternates (M/MA)	<ul style="list-style-type: none"> ● All meals served will meet the requirements of 7 CFR 225.16 ● Meats must be USDA inspected. ● All M/MA servings must be a 2 ounce portion. ● Meat and cheese can be served in combination (1 ounce of meat and 1 ounce of cheese = 2 ounces total M/MA). ● Yogurt may be served as a M/MA component. <ul style="list-style-type: none"> ○ Breakfast and Snack - 4 oz. (weight) or ½ cup (volume) of plain, sweetened, or flavored yogurt to equal 1 ounce of the meat/meat alternate component. ○ Lunch and Supper - 8 oz. (weight) or 1 cup (volume) yogurt to equal 2 ounces of the meat/meat alternates component. <p>Do not use homemade yogurt, as it may present food safety dangers. Frozen yogurt or other yogurt-flavored snack products are not considered yogurt and therefore do not meet the requirements.</p> ● Cheese must be natural or processed to be creditable as a M/MA. Products labeled “imitation” cheese or cheese “product” are not creditable M/MA and should not be served as cheese. Cheese products labeled, cheese “food”, cheese “spread”, or cheese substitute are creditable, but 2 ounces of product must be used to achieve 1 ounce of M/MA. ● Turkey ham or ham/turkey with water added do not yield ounce for ounce as a M/MA. It will take a 1.4 ounce portion of these products to achieve a 1 ounce M/MA credit. ● Hot dogs and/or bologna should not contain: 1) meat or poultry byproducts; 2) cereals; 3) binders; or 4) extenders. One ounce of these items credits as 1 ounce M/MA. ● Roast Turkey Breast (all white meat, no turkey roll) and must contain all white skeletal boneless turkey meat, no skin, and no ground or comminuted meat. Soy products cannot be used as binding; however, modified food starch or carrageen is acceptable.
Fruits and Vegetable (F/V)	<ul style="list-style-type: none"> ● Two different fruits/vegetables must be served at lunch meals. It can be 2 fruits, 2 vegetables, or 1 of each. The total F/V serving must be a minimum of ¾ cup. ● Canned Fruits. <ul style="list-style-type: none"> ○ Fruits can be packed in fruit juice, water, light syrup, or natural juices. ○ Must be US Grade B or greater. ○ Portion may include a small amount of the juice that the item is packed in. ● Fruit Juices <ul style="list-style-type: none"> ○ Only 100 percent strength juice is allowed. ○ Reconstituted juice must be diluted according to the manufacturer’s instructions to achieve a 100% juice strength. ○ Should be packaged in leak proof containers ● Fruit-flavored drinks, ades, or punches that contain less than 50 percent strength juice are not acceptable. ● Juice or syrup from canned fruit cannot be used as fruit juice. ● Lettuce and tomato should be packaged separately from the sandwich. ● Fresh fruit sizes must be a minimum of ½ cup in volume and should be ripe and ready to eat. ● Pickles will not be counted as a F/V. They will only count as a condiment.
Grains and Breads (G/B)	<ul style="list-style-type: none"> ● All items served as G/B components must comply to weight/volume standards according to the Grain/Bread Instruction. ● Use grains/breads that are whole-grain or enriched, or made from whole-grain or enriched flour or meal. Read labels on commercial products to guide you when determining if the product is made of whole-grain or enriched grain products. Bran and germ are credited the same as whole-grain or enriched flour and/or meal. ● Cold cereals must be whole-grain, enriched, or fortified. Individual cereal should be not less than ¾ cup of volume or loz. of weight (whichever is less). <ul style="list-style-type: none"> ○ All cereals must be packed in individual leak-proof "bowl" shaped boxes. ○ It is acceptable to serve both sweetened and unsweetened cereal varieties. However, sweetened cereals should contain less than 40 % of sucrose or other sugars by weight. ● General - All sandwiches must be made with whole grain or other enriched flour breads. Bread must be at least 4" by 4". ● Hamburger Buns must be 3 1/2" in diameter. ● Submarine/Hoagie Buns, must not be a hot dog bun and should be at least 4" in length.
Fluid Milk (Milk)	<ul style="list-style-type: none"> ● Milk is to be served as a beverage. A portion of the breakfast milk can be used with cereal. ● Fluid milk may be served as flavored or unflavored and should be a combination of 1% and 2% unflavored milk and 1% chocolate flavored milk. ● Milk must be provided in an 8 ounce carton or pouch and must be maintained at 41° F or less at all times.

SUMMER FOOD SERVICE PROGRAM (SFSP) MEAL PATTERNS

Food Components	Minimum Portion Sizes		
	Breakfast	Lunch or Supper	Supplement ¹ (Choose two (2) of the four (4))
<p style="text-align: center;"><u>Milk</u></p> <ul style="list-style-type: none"> Milk, fluid 	1 cup (8 fl oz) ²	1 cup (8 fl oz) ³	1 cup (8 fl oz) ²
<p style="text-align: center;"><u>Vegetables and/or Fruits</u></p> <ul style="list-style-type: none"> Vegetable(s) and/or fruit(s) OR Full-strength vegetable or fruit juice OR An equivalent quantity of any combination of vegetables(s), fruit(s), and juice 	<ul style="list-style-type: none"> ½ cup OR ½ cup (4 fl oz) OR ½ cup 	<ul style="list-style-type: none"> ¾ cup total⁴ (of at least 2 different vegetables and/or fruits) 	<ul style="list-style-type: none"> ¾ cup OR ¾ cup (6 fl oz) OR ¾ cup
<p style="text-align: center;"><u>Grains and Breads</u>⁵</p> <ul style="list-style-type: none"> Bread OR Cornbread, biscuits, rolls, muffins, etc. OR Cold dry cereal OR Cooked pasta or noodle product OR Cooked cereal or cereal grains OR An equivalent quantity of any combination of grains/breads 	<ul style="list-style-type: none"> 1 slice OR 1 serving OR ¾ cup or 1 oz⁶ OR ½ cup OR ½ cup OR See Grains/Breads Instruction 	<ul style="list-style-type: none"> 1 slice OR 1 serving OR ¾ cup or 1 oz⁶ OR ½ cup OR ½ cup OR See Grains/Breads Instruction 	<ul style="list-style-type: none"> 1 slice OR 1 serving OR ¾ cup or 1 oz⁶ OR ½ cup OR ½ cup OR See Grains/Breads Instruction
<p style="text-align: center;"><u>Meat and Meat Alternates</u></p> <ul style="list-style-type: none"> Lean meat or poultry or fish OR Cheese OR Eggs OR Alternate Protein Product⁷ OR Cooked dry beans or peas OR Peanut butter or soy nut butter or other nut or seed butters OR Peanuts or soy nuts or tree nuts or seeds OR Yogurt, plain or sweetened/flavored OR An equivalent quantity of any combination of the above meat/meat alternates 	<p style="text-align: center;">(Optional at Breakfast)</p> <ul style="list-style-type: none"> 1 oz OR 1 oz OR 1/2 large egg OR 1 oz OR ¼ cup OR 2 tbsp OR 1 oz OR 4 oz or ½ cup OR 1 oz 	<ul style="list-style-type: none"> 2 oz OR 2 oz OR 1 large egg OR 2 oz OR ½ cup OR 4 tbsp OR 1 oz = 50%⁸ OR 8 oz or 1 cup OR 2 oz 	<ul style="list-style-type: none"> 1 oz OR 1 oz OR 1/2 large egg OR 1 oz OR ¼ cup OR 2 tbsp OR 1 oz OR 4 oz or ½ cup OR 1 oz

FOOTNOTES

- Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
- Shall be served as a beverage, or on cereal, or use part of it for each purpose.
- Shall be served as a beverage.
- Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.
- Either volume (cup) or weight (ounce), whichever is less.
- Must meet the requirements in Appendix A of the SFSP regulations.
- No more than 50 percent 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. When determining combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry, or fish.

USDA Grains/Breads Instruction

Grains/Breads Requirement for the Food-Based Menu Planning Alternatives in the Child Nutrition Programs

REFERENCE:	U.S. Department of Agriculture FCS Instruction Number 783-1, REV.2, 1-8-97
APPLICABLE TO:	The food-based menu planning alternatives in the Child Nutrition Programs (i.e., the National School Lunch Program (NSLP), the School Breakfast program (SBP), the Child and Adult Care Food Program (CACFP), and the Summer Food Service Program (SFSP) contain a requirement that all meals offered include grains/breads or bread/bread alternate food item(s), hereafter termed "grains/breads." Program regulations set forth the minimum quantities of grains/breads required for breakfasts, lunches, suppers and supplements (snacks) to be reimbursable. This Instruction sets forth the criteria to be used to determine acceptable grains/breads, the criteria to be used to determine equivalent minimum serving sizes, and examples of foods that qualify as grains/breads for meals served under the food-based menu planning alternatives in all Child Nutrition Programs.
I. CRITERIA FOR DETERMINING ACCEPTABLE GRAINS/BREADS UNDER THE FOOD-BASED MENU PLANNING ALTERNATIVES	<p>A. All grains/breads items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.</p> <p>B. The label must indicate that the product is enriched or whole-grain; made from enriched or whole-grain meal or flour as well as bran and/or germ; or fortified. If it is enriched, the item must meet the Food and Drug Administration's Standards of Identify (21 CFR Section 136, 137, 139) for enriched bread, macaroni and noodle products, rice, or cornmeal.</p> <p>C. The item must be provided in quantities specified in the regulations. One-quarter (1/4) of a serving is the smallest amount allowable to be credited toward the minimum quantities of grains/breads specified in program regulations.</p>
II. CRITERIA FOR DETERMINING EQUIVALENT MINIMUM SERVING SIZES:	<ul style="list-style-type: none"> ● The attached document contains the equivalent minimum serving sizes for a wide variety of purchased food items. ● In lieu of using the minimum serving sizes listed in the document, the contribution of a grains/breads in a recipe may be calculated to determine the number of grains/breads servings the recipe provides. The crediting of a food item as a grains/breads serving is determined by the total amount of enriched or whole-grain meal and/or flour in the recipe divided by the number of servings the recipe yields. Bran and germ are calculated in the same manner as enriched or whole-grain meal and flour. ● For the types of food items listed in Groups A-G to count as one full serving, an item must contain no less than 14.75 grams (0.52 ounces) of enriched or whole-grain meal and/or flour. For the types of food items listed in Groups H and I to count as one full serving, the weights and volumes listed therein must be used.
III. FOODS THAT QUALIFY AS GRAINS/BREADS	<p>Foods that qualify as grains/breads for the Child Nutrition Programs are foods that are enriched or whole-grain or made from enriched or whole-grain meal or flour. Bran and germ are credited the same as enriched or whole-grain meal or flour. Such foods include, but are not limited to:</p> <p>A. <i>Breads</i> that are enriched or whole-grain.</p> <p>B. <i>Biscuits, bagels, rolls, tortillas, muffins, or crackers</i> made with enriched or wholegrain meal or flour.</p> <p>C. <i>Cereal grains (cooked) such as rice, bulgur, oatmeal, corn grits, wheat or couscous</i> that are enriched or whole-grain.</p> <p>D. <i>Ready-to-eat breakfast cereals</i> that are enriched, whole-grain, or fortified.</p> <p>E. <i>Cereals or bread products that are used as an ingredient in another menu item such as crispy rice treats, oatmeal cookies or breading on fish or poultry</i> when they are enriched, whole-grain, or fortified.</p> <p>F. <i>Macaroni or noodle products (cooked)</i> made with enriched or whole-grain flour. Program regulations for the NSLP and the SFSP allow enriched macaroni products that have been fortified with protein to be counted to meet either a grains/breads or meat/meat alternate requirement but not as both in the same meal.</p> <p>G. <i>Sweet foods such as toaster pastries, coffee cake, doughnuts, sweet rolls, cookies, cakes, or formulated grain-fruit products (authorized under Appendix A of 7 CFR part 220)</i> when made with enriched or whole-grain meal or flour and served, as permitted under Exhibit A. When sweet foods are permitted, no more than one grains/breads serving per day may be a dessert and sweet snack foods should not be served as part of a snack more than twice a week.</p> <p>H. <i>Pie crust</i> when made with enriched or whole-grain meal or flour and served, as permitted under Exhibit A.</p> <p>I. <i>Non-sweet snack products such as hard pretzels, hard breadsticks, and chips</i> made from enriched or whole-grain meal or flour.</p>

GRAINS/BREADS FOR THE FOOD-BASED MENU PLANNING ALTERNATIVES IN THE CHILD NUTRITION PROGRAMS¹

GROUP A		MINIMUM SERVING SIZE FOR GROUP A	
Bread type coating Bread sticks (hard) Chow mein noodles Crackers (saltines and snack crackers)	Croutons Pretzels (hard) Stuffing (dry) Note: Weights apply to bread in stuffing	1 serving = ¾ serving = ½ serving = ¼ serving =	20 gm or 0.7 oz 15 gm or 0.5 oz 10 gm or 0.4 oz 5 gm or 0.2 oz
GROUP B		MINIMUM SERVING SIZE FOR GROUP B	
Bagels Batter type coating Biscuits Breads (white, wheat, whole wheat, French, Italian) Buns (hamburger and hotdog) Crackers (graham crackers –all shapes, animal crackers)	Egg roll skins English Muffins Pita bread (white, wheat, whole wheat) Pizza crust Pretzels (soft) Rolls (white, wheat, whole wheat, potato) Tortillas (wheat or corn) Tortilla chips (wheat or corn) Taco shells	1 serving = ¾ serving = ½ serving = ¼ serving =	25 gm or 0.9 oz 19 gm or 0.7 oz 13 gm or 0.5 oz 6 gm or 0.2 oz
GROUP C		MINIMUM SERVING SIZE FOR GROUP C	
Cookies ² (plain) Cornbread Corn muffins Croissants	Pancakes Pie crust (dessert pies ² , fruit turnovers ³ , and meat/meat alternate pies) Waffles	1 serving = ¾ serving = ½ serving = ¼ serving =	31 gm or 1.1 oz 23 gm or 0.8 oz 16 gm or 0.6 oz 8 gm or 0.3 oz
GROUP D		MINIMUM SERVING SIZE FOR GROUP D	
Doughnuts ³ (cake and yeast raised, unfrosted) Granola bars ³ (plain) Muffins (all, except corn) Sweet roll ³ (unfrosted) Toaster pastry ³ (unfrosted)		1 serving = ¾ serving = ½ serving = ¼ serving =	50 gm or 1.8 oz 38 gm or 1.3 oz 25 gm or 0.9 oz 13 gm or 0.5 oz
GROUP E		MINIMUM SERVING SIZE FOR GROUP E	
Cookies ² (with nuts, raisins, chocolate pieces and or/fruit purees) Doughnuts ³ (cake and yeast raised, frosted or glazed) French toast	Grain fruit bars ³ Granola bars ³ (with nuts, raisins, chocolate pieces and or/fruit) Sweet rolls ³ (frosted) Toaster pastry ³ (frosted)	1 serving = ¾ serving = ½ serving = ¼ serving =	63 gm or 2.2 oz 47 gm or 1.7 oz 31 gm or 1.1 oz 16 gm or 0.6 oz
GROUP F		MINIMUM SERVING SIZE FOR GROUP F	
Cake ² (plain, unfrosted) Coffee cake ³		1 serving = ¾ serving = ½ serving = ¼ serving =	75 gm or 2.7 oz 56 gm or 2 oz 38 gm or 1.3 oz 19 gm or 0.7 oz
GROUP G		MINIMUM SERVING SIZE FOR GROUP G	
Brownies ² (plain) Cake ² (all varieties, frosted)		1 serving = ¾ serving = ½ serving = ¼ serving =	115 gm or 4 oz 86 gm or 3 oz 58 gm or 2 oz 29 gm or 1 oz
GROUP H		MINIMUM SERVING SIZE FOR GROUP H	
Barley Breakfast cereals (cooked) ⁴ Bulgur or cracked wheat Macaroni (all shapes)	Noodles (all varieties) Pasta (all shapes) Ravioli (noodle only) Rice (enriched white or brown)	1 serving =	½ cup cooked (or 25 gm dry)
GROUP I		MINIMUM SERVING SIZE FOR GROUP I	
Ready-to-eat breakfast cereal (cold dry) ⁴		1 serving =	¾ cup or 1 oz, whichever is less

- Some of the following foods or their accompaniments may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.
- Allowed only for desserts under the enhanced food-based menu planning alternative specified in section 210.10 and supplements (snacks) served under the NSLP, SFSP, and CACFP.
- Allowed for desserts under the enhanced food-based menu planning alternative specified in section 210.10 and supplements (snacks) served under the NSLP, SFSP, and CACFP, and for breakfasts served under the SBP, SFSP, and CACFP.
- Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; breakfasts served under the SBP; and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

SCHEDULE A2 (Miami Dade County excluding OpaLocka, Hialeah and zipcodes located above NW 62nd St)
SITE INFORMATION LIST

Site #	Site Name	Street Address1	City	State Code	Zip Code	Enrollm ent	Total Days of OP	Average Meals /Day	Serving Meal Type	Start Date	End Date	Begin	End	Days of the WK
42	MCA Church	3600 NW 115 Ave	Miami	FL	33178	30	36	15	Breakfast	6/17/2024	7/12/2024	7:00 AM	8:30 AM	MTWTHF
42							36	15	Lunch	6/17/2024	7/12/2024	12:00 PM	1:30 PM	MTWTHF
2	Alpha & Omega Church	7800 SW 56 St	Miami	FL	33155	100	5	100	Lunch	6/24/2024	6/28/2024	12:00 PM	1:00 PM	MTWTHF
2							5	100	PM Snack	6/24/2024	6/28/2024	2:30PM	3:30PM	MTWTHF
11	La Catedral Del Pueblo	190 NW 79 Ave	Miami	FL	33142	50	5	50	Breakfast	7/29/2024	8/2/2024	8:45am	9:15am	MTWTHF
11							5	50	PM Snack	7/29/2024	8/2/2024	4:30pm	5:00pm	MTWTHF
130	Hosanna Community Baptist	2171 NW 56TH ST	Miami	FL	33142	30	43	30	Breakfast	6/10/2024	8/2/2024	8:00AM	10:00AM	MTWTHF
130							43	30	Lunch	6/10/2024	8/2/2024	11:30AM	1:30PM	MTWTHF
232	Lifeway Programs Inc	15300 SW 288 St	Homesteac	FL	33033	15	29	15	Breakfast	7/1/2024	7/26/2024	7:30AM	9:00 AM	MTWTHF
232							29	15	Lunch	7/1/2024	7/26/2024	11:30AM	1:00pm	MTWTHF
277	Somerset Preparatory Academ	3000 SE 9 St	Homesteac	FL	33033	50	33	50	Breakfast	6/17/2024	7/26/2024	8:30am	9:30AM	MTWTHF
277							33	50	Lunch	6/17/2024	7/26/2024	11:00 AM	12:30pm	MTWTHF
278	SLAM Miami	542 NW 12 Ave	Miami	FL	33136	250	39	250	Breakfast	6/10/2024	8/2/2024	7:45 AM	9:00 AM	MTWTHF
278							39	250	Lunch	6/10/2024	8/2/2024	11:15 AM	1:15 PM	MTWTHF
279	Somerset Academy SH	305 NE 2 Rd	Homesteac	FL	33030	60	28	40	Breakfast	6/17/2024	7/26/2024	8:30 AM	9:30 AM	MTWTH
279							28	80	Lunch	6/17/2024	7/26/2024	1:00 PM	2:00 PM	MTWTH
318	Iglesia Presencia Viva	7500 NW 25 ST SUITE 1	Miami	FL	33122	30	5	30	AM Snack	6/17/2024	6/21/2024	2:30 PM	3:00PM	MTWTHF
318							5	30	Breakfast	6/17/2024	6/21/2024	10:00am	10:30 AM	MTWTHF
319	Wilner Maxy Community	7321 NE 2 Ave	Miami	FL	33138	200	4	200	Lunch	6/10/2024	6/14/2024	12:00 PM	1:00PM	MTWTHF
319							4	200	PM Snack	6/10/2024	6/14/2024	3:00 PM	3:30 PM	MTWTHF
320	Miami Dade Dsitric 12	8345 NW 12 Street	Miami	FL	33126	500	1	500	AM Snack	7/20/2024	7/20/2024	10:00 AM	11:00 AM	S
320							1	500	Lunch	7/20/2024	7/20/2024	12:00 AM	1:00 PM	S
321	Silver Bluff Elemetary	2609 SW 25 Ave	Miami	FL	33133	500	1	500	Breakfast	8/3/2024	8/3/2024	9:00 AM	12:00 PM	S

1815

3100

Estimated Meals to be used on first page on invitation for Schedule A2

Breakfast	15685
Snack	2200
Lunch/ Supper	17705
Total Meals	35590

SCHEDULE A1 (North Miami and Broward County Sites)
SITE INFORMATION LIST

Site #	Site Name	Street Address1	City	State Code	Zip Code	Enroll ment	Total Days of OP	Average Meals /Day	Serving Meal Type	Start Date	End Date	Begin	End	Days of the WK
16	North Hialeah	5559 Palm Ave	Hialeah	FL	33012	50	43	50	Breakfast	6/10/2024	8/14/2024	8:00 AM	9:00 AM	MTWTHF
16							43	50	Lunch	6/10/2024	8/14/2024	11:00 AM	11:45 AM	MTWTHF
231	Renewed Minds	15000 NW 27 Ave	Opa Locka	FL	33054	20	5	20	Breakfast	6/17/2024	6/21/2024	8:30 AM	9:30 AM	MTWTHF
231							5	20	Lunch	6/17/2024	6/21/2024	12:00 PM	1:00 PM	MTWTHF
276	OLCDC Summer Stem-Historic Train Station	490 Alibaba Ave	Opa Locka	FL	33054	10	28	10	Breakfast	6/17/2024	7/26/2024	8:30 AM	9:30 AM	MTWTHF
276							28	10	Lunch	6/17/2024	7/26/2024	11:45AM	12:45PM	MTWTHF
317	Trinity Freedom School	17801 NW 2 Ave	Miami Garden	FL	33169	175	33	175	Lunch	6/17/2024	8/2/2024	11:15AM	12:30 PM	MTWTHF
317							33	175	PM Snack	6/17/2024	8/2/2024	2:00pm	2:45 PM	MTWTHF
296	Colbert Elementary	2702 Funston Street	Hollywood	FL	33020	110	8	110	Breakfast	6/17/2024	8/2/2024	7:30AM	8:30AM	F
296							8	110	Lunch	6/17/2024	8/2/2024	11:30AM	12:30 PM	F
296	Colbert Elementary	2702 Funston Street	Hollywood	FL	33020	110	5	110	Breakfast	8/5/2024	8/9/2024	7:30AM	8:30AM	MTWTHF
296							5	110	Lunch	8/5/2024	8/9/2024	12:30pm	1:30 PM	MTWTHF
297	Broadview Elementary	1800 SW 62 AVE	Pompano Bea	FL	33068	150	8	130	Breakfast	6/17/2024	8/2/2024	7:30AM	8:30AM	F
297							8	130	Lunch	6/17/2024	8/2/2024	11:30 AM	12:30 PM	F
297	Broadview Elementary	1800 SW 62 AVE	Pompano Bea	FL	33068	150	5	130	Breakfast	8/5/2024	8/9/2024	7:30AM	8:30AM	MTWTHF
297							5	130	Lunch	8/5/2024	8/9/2024	11:30 AM	12:30 PM	MTWTHF
299	Fairway Elementary	7850 Fairway Blvd	Miramar	FL	33023	120	8	120	Breakfast	6/17/2024	8/2/2024	7:30AM	8:30PM	F
299							8	120	Lunch	6/17/2024	8/2/2024	12:30PM	1:30PM	F
299	Fairway Elementary	7850 Fairway Blvd	Miramar	FL	33023	120	5	120	Breakfast	8/5/2024	8/9/2024	7:30AM	8:30AM	MTWTHF
299							5	120	Lunch	8/5/2024	8/9/2024	12:30PM	1:30PM	MTWTHF
300	Shenandoah Park	14601 SW 14 ST	Davie	FL	33325	30	44	30	Breakfast	6/10/2024	8/9/2024	7:30AM	8:15AM	MTWTHF
300							44	30	Lunch	6/10/2024	8/9/2024	11:00AM	11:45AM	MTWTHF
301	Driftwood Community Center	3000 N. 69 Ave	Hollywood	FL	33024	40	44	40	Breakfast	6/10/2024	8/9/2024	8:30 AM	9:15AM	MTWTHF
301							44	40	Lunch	6/10/2024	8/9/2024	11:00AM	11:45AM	MTWTHF
302	Pine Island Multipurpose Cen	3801 S. Pine Island Rd	Davie	FL	33328	150	44	150	Lunch	6/10/2024	8/9/2024	12:30PM	1:30PM	MTWTHF
302							44	150	PM Snack	6/10/2024	8/9/2024	4:00PM	4:30PM	MTWTHF
303	Ivanhoe Community Center	6101 Volunteer Road	Davie	FL	33330	50	44	30	Breakfast	6/10/2024	8/9/2024	8:30am	9:30am	MTWTHF
303							44	30	Lunch	6/10/2024	8/9/2024	11:00AM	11:45AM	MTWTHF
311	City of Hallandale Beach-Hep	1000 NW 8th Ave	Hallandale Be	FL	33009	160	48	160	Breakfast	6/10/2024	8/16/2024	8:15AM	9:30 AM	MTWTHF
311							48	160	Lunch	6/10/2024	8/16/2024	12:30 PM	2:30 PM	MTWTHF

1445

2770

Estimated Meals to be used on first page on invitation for Schedule A1

Breakfast	19290
Snack	12375
Lunch/Supper	31665
Total Meals	63330

SCHEDULE B
SAMPLE Ten-Day Cycle Menus - Days 1-5

Breakfast: Minimum Meal Pattern - 8 oz. Fluid Milk, ½ c. Vegetable/Fruit/Juice, and 1 serving Grains/Breads. May add Meat/Meat Alternate.					
	Day 1	Day 2	Day 3	Day 4	Day 5
Milk	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)
V/F	Sliced Peaches (½ c. or larger)	100% Juice (½ c. or 4 fl. oz.)	Citrus Fruit Cup (½ c. or larger)	100% Juice (½ c. or 4 fl. oz.)	Fresh Apple Wedges (½ c. or larger)
G/B	Enriched Cold Cereal (¾ c. or 1 oz./28 g. or larger)	Bagel (.9 oz./25 g. or larger)	Enriched Cold Cereal (¾ c. or 1 oz./28 g. or larger)	Cinnamon Roll (unfrosted) (1.8 oz./ or larger)	Enriched Cold Cereal (¾ c. or 1 oz./28 g. or larger)
Lunch or Supper: Minimum Meal Pattern - 8 oz. Fluid Milk, ¾ c. Total Serving Vegetable/Fruit/Juice (from 2 items), 1 serving Grains/Breads, and 2 oz. Meat/Meat Alternate.					
	Day 1	Day 2	Day 3	Day 4	Day 5
Milk	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)
M/MA	Ham and Cheese Sandwich (2 ½ oz. Turkey Ham** and ½ oz. Cheese)	Turkey Wrap (2 ½ oz. Deli Turkey* & ½ oz. cheese)	Bologna and Cheese Sandwich (1½ oz. Bologna & ½ oz. Cheese)	Sliced Chicken on Bun (2 oz. of sliced chicken)	Submarine Sandwich (2¼ oz. Turkey Ham** & ½ oz. Cheese)
1st V/F	Carrot & Celery Sticks (¼ c. total or larger)	Lettuce & Tomato in Wrap (¼ c. or larger)	Lettuce & Tomato (¼ c. or larger)	Carrot & Celery Sticks (¼ c. total or larger)	Lettuce & Tomato (¼ c. or larger)
2nd V/F	Applesauce (½ c. or larger)	Fresh Fruit (½ c. or larger)	Fruit Cocktail (½ c. or larger)	Fresh Seasonal Fruit (½ c. or larger)	Pear Halves (½ c. or larger)
G/B	Hamburger Bun (1.8 oz.)	10" Flour Tortilla (.9 oz./25 g. or larger)	Wheat or White Bread (2 slices)	Hamburger Bun (1.8 oz.)	Sub Roll (.9 oz./25 g. or larger)
Other (Optional)	Mustard/Mayonnaise (1 pkg. ea.)	Assorted Salad Dressing (2 T.)	Ranch Dressing Dip (1 T.)	Assorted Salad Dressing (2 T.)	Mustard/Mayonnaise (1 pkg. ea.)
Snack: Minimum Meal Pattern - Select 2 of 4 Component Groups (8 oz. Fluid Milk, ¾ c. Vegetable/Fruit/Juice, 1 serving Grains/Breads, or 1 oz. Meat/Meat Alternate).					
	Day 1	Day 2	Day 3	Day 4	Day 5
Milk					
M/MA	Fruited Yogurt (4 oz. or ½ c.)		American Cheese (1 oz. or larger)		
V/F		100% Juice (¾ c. or 6 fl. oz.)		100% Juice (¾ c. or 6 fl. oz.)	100% Juice (¾ c. or 6 fl. oz.)
G/B	Graham Crackers (.9 oz./25 g. or larger)	Pretzels (.9 oz./25 g. or larger)	Saltine Crackers (8 Squares/.7 oz./20 g.)	Animal Crackers (.9 oz./25 g. or larger)	Cereal Bar (1.3 oz. or larger)

* Deli Turkey has water added and does not credit ounce for ounce. You must use 1.6 ounces of Deli Turkey for 1 ounce Meat/Meat Alternate

**Ham/Turkey Ham has water added and does not credit ounce for ounce. You must use 1.4 ounces of Turkey Ham for 1 ounce Meat/Meat Alternate

SCHEDULE B
SAMPLE Ten-Day Cycle Menus - Days 6-10

Breakfast: Minimum Meal Pattern - 8 oz. Fluid Milk, ½ c. Vegetable/Fruit/Juice, and 1 serving Grains/Breads. May add Meat/Meat Alternate.					
	Day 6	Day 7	Day 8	Day 9	Day 10
Milk	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)
V/F	Sliced Peaches (½ c. or larger)	100% Juice (½ c. or 4 fl. oz.)	Fruit Cocktail (½ c. or larger)	100% Juice (½ c. or 4 fl. oz.)	Fruit Cup (½ c. or larger)
G/B	Enriched Cold Cereal (¾ c. or 1 oz./28 g. or larger)	English Muffin (.9 oz./25 g. or larger)	Enriched Cold Cereal (¾ c. or 1 oz./28 g. or larger)	Muffin (1.8 oz./50 g. or larger)	Enriched Cold Cereal (¾ c. or 1 oz./28 g. or larger)
Lunch or Supper: Minimum Meal Pattern - 8 oz. Fluid Milk, ¾ c. Total Serving Vegetable/Fruit/Juice (from 2 items), 1 serving Grains/Breads, and 2 oz. Meat/Meat Alternate.					
	Day 6	Day 7	Day 8	Day 9	Day 10
Milk	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)	White/Chocolate Milk (1 c. or 8 fl. oz.)
M/MA	Ham and Cheese Sandwich (2½ oz. Turkey Ham** and ½ oz. Cheese)	Turkey and Cheese Sandwich (2 ½ oz. Turkey * and ½ oz. Cheese)	Salami and Cheese Sandwich (2 oz. Salami & ½ oz. Cheese)	Submarine Sandwich (2¼ oz. Turkey Ham** & ½ oz. Cheese)	Bologna and Cheese Sandwich (1½ oz. Bologna & ½ oz. Cheese)
1st V/F	Lettuce & Tomato (¼ c. or larger)	Fresh Baby Carrots (¼ c. or larger)	Lettuce & Tomato (¼ c. or larger)	100% Juice (not same as fruit) (½ c. or 4 fl. oz.)	Lettuce & Tomato (¼ c. or larger)
2nd V/F	Chilled Applesauce (½ c. or larger)	Fresh Fruit (½ c. or larger)	Sliced Peaches (½ c. or larger)	Fresh Fruit (¾ c. or larger)	Fresh Fruit (½ c. or larger)
G/B	Hamburger Bun (1.8 oz./50 g. or larger)	Wheat or White Bread (2 slices)	Wheat or White Bread (2 slices)	Sub Roll (.9 oz./25 g or larger)	Wheat or White Bread (2 slices)
Other (Optional)	Mustard/Mayonnaise (1 pkg. ea.)	Ranch Dressing Dip (2 T.)	Assorted Salad Dressing (2 T.)	Animal Crackers (.9 oz./25 g or larger)	Dill Pickle Slices (2 slices)
Snack: Minimum Meal Pattern - Select 2 of 4 Component Groups (8 oz. Fluid Milk, ¾ c. Vegetable/Fruit/Juice, 1 serving Grains/Breads, or 1 oz. Meat/Meat Alternate).					
	Day 6	Day 7	Day 8	Day 9	Day 10
Milk					White/Chocolate Milk (1 c. or 8 fl. oz.)
V/F	100% Juice (¾ c. or 6 fl. oz.)	Whole Fresh Fruit (¾ c. or larger)	100% Juice (¾ c. or 6 fl. oz.)	Fresh Fruit (¾ c. or larger)	
G/B	Snack Crackers (.9 oz./25 g. or larger)	Snack Mix (.9 oz./25 g. or larger)	Wheat Snack Crackers (.9 oz./25 g. or larger)	Tortilla Chips (.9 oz./ 25 g. or larger)	Cookies (2.2 oz./63 g. or larger)

* Deli Turkey has water added and does not credit ounce for ounce. You must use 1.6 ounces of Deli Turkey for 1 ounce Meat/Meat Alternate **Ham/Turkey Ham has water added and does not credit ounce for ounce. You must use 1.4 ounces of Turkey Ham for 1 ounce Meat/Meat Alternate

SCHEDULE C

UNIT PRICE ADJUSTMENTS

The FSMC will invoice the sponsor at the 100%-unit cost throughout the contract term. If, at the end of the contract term, the average daily meals billed is less than the Average Daily Participation in Schedule D, a one-time adjustment to the unit price can be made as follows:

<u>AVERAGE DAILY MEALS BILLED/ AVERAGE DAILY PARTICIPATION</u>	<u>MULTIPLY PER MEAL RATE 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:

Lunch Rate: \$3.00
Average Lunches Billed: 10,500
Average Lunches Anticipated: 12,000

$$10,500 / 12,000 = 0.875 \text{ or } 87.5\%$$
$$\$3.00 \times 1.05 = \$3.15$$

Any additional charges resulting from this higher "adjustment" will be reflected in the final statement from the FSMC.

**SCHEDULE D
 BID SUMMARY SHEET**

FSMC Name: _____

Sponsor Name: _____

Total Number of Sites: _____

I. Bid Calculations

MEAL TYPE	TOTAL NUMBER OF MEALS ANTICIPATED	UNIT COST BID	TOTAL COST PER MEAL TYPE
Breakfast		\$	\$
A.M. Supplements		\$	\$
Lunch		\$	\$
P.M. Supplements		\$	\$
Supper		\$	\$
TOTAL VALUE			\$

II. Contract Term: _____ * to _____ *

Days Per Week: _____ * Date(s) Closed _____
 (i.e. Holidays)

*These dates should match the dates in Paragraph D, Scope of Services

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____
(Signature of Official (Executive Director) Authorized to Sign Application)

Date: _____

By _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

Date: _____

For _____
Name of Grantee

Title of Grant Program

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Certificate of Independent Price Determination

Both the Sponsor and the Vendor shall execute this Certificate of Independent Price Determination.

Sponsor Name

Vendor Name

A. By submission of this offer, the vendor certifies as to its own organization, that in connection with this solicitation:

- 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 vendor or competitor;
- 2) Unless otherwise required by law, the prices provided in this offer have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to the public opening either directly or indirectly to any other vendor or competitor; and
- 3) No attempt has been made or will be made by the vendor to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. The person signing this offer on behalf of the vendor certifies that:

- 1) He or she is the person in the vendor's organization responsible for the decision as to the prices being offered herein and 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 vendor's organization responsible 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.

To the best of my knowledge, this vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Signature of Authorized Vendor Representative

Title

Date

In accepting this offer, the sponsor certifies that no representative of the sponsor has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative

Title

Date



**Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals**

AD-1049

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not 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 0505-0027. The time required to complete this information collection is estimated to average 15 minutes 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. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page three before completing certification.)

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
 4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE <i>(Street Address, City, County, State, Zip Code)</i>	
Check <input type="checkbox"/> if there are workplaces on file that are not identified here.	
ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
 - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
 - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0505-0027. The time required to complete this information collection is estimated to average 15 minutes 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. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. 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;
- B. 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	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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 or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) 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 the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being 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 may 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 General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.