

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



**Connecticut State Department of Education
Bureau of Child Nutrition Programs
450 Columbus Boulevard, Suite 504
Hartford, CT 06103-1841**

Revised January 2024

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To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. fax: (833) 256-1665 or (202) 690-7442; or
3. email: program.intake@usda.gov

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SFSP IFB for Food Service Management Companies

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Instructions

In accordance with the Code of Federal Regulations for the SFSP ([7 CFR 225.6\(l\)\(2\)](#)), the Connecticut State Department of Education's (CSDE) *Summer Food Service Program (SFSP) Invitation for Bid and Contract (IFB) for Food Service Management Companies* (SFSP IFB) contains the IFB requirements for food service management companies (FSMCs) to provide unitized meals to be served to children participating in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch Act and operated under Part 225 of the U.S. Department of Agriculture (USDA) regulations. This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the sponsor.

Sponsors may use their existing or usual form of contract provided it has been submitted to and approved by the CSDE, and the following criteria apply: 1) the sponsor is a public entity; 2) the sponsor has at least one exclusive year-round contract with a food service management company; and 3) the sponsor's FSMC contracts do not exceed \$150,000 in aggregate value.

All sponsors not exempted in the preceding paragraph shall use this document and shall complete the steps below.

1. Submit the SFSP Invitation for Bid and Contract for Food Service Management Companies and the cycle menu to the CSDE for approval prior to announcing the bid.
2. Submit a copy of the bid announcement to the CSDE for approval prior to publishing the announcement.
3. Send a copy of the SFSP Invitation for Bid and Contract for Food Service Management Companies to each food service management company approved to bid on SFSP contracts by the CSDE.
4. Publicly announce the proposed contract at least once, not less than 14 calendar days prior to the opening of the bids, of the time and place of the bid opening.
5. Notify the CSDE 14 days prior to the opening of the bids, of the time and place of the bid opening.
6. Submit a copy of each bid received to the CSDE.
7. Submit a copy of the [Recommendation for Bid Award for the Summer Food Service Program \(SFSP\)](#) form to the CSDE.

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8. Submit a copy of the contract between the sponsor and the food service management company along with the certification of independent price determination prior to the beginning of SFSP operation.
9. Submit a copy of the *SFSP Sponsor/ Vendor Award Conference Checklist* to the CSDE.
10. Submit copies of any required bonds to the CSDE within 10 days of awarding the contract.

Sponsors that are public entities using their own bid and contract form must comply with all the above, with the exception that they may use their own bid and contract form.

Please note that changes to the terms of this document are not allowed. Contracting entities that make changes to terms that have not been approved by the CSDE cannot use SFSP funds to pay FSMC expenses.

The SFSP regulations for FSMCs are defined by [7 CFR 225.15\(m\)](#). For more information on FSMC contracts, visit the CSDE's [FSMC](#) website or contact the [Summer Meals Staff](#) at the Connecticut State Department of Education, Bureau of Child Nutrition Programs, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103-1841. This document is available at https://portal.ct.gov/-/media/SDE/Nutrition/FSMC/SFSP_Invitation_for_Bid_and_Contract_FSMC.pdf.

Federal Regulations [7 CFR 225.15\(m\)](#)

(m) Food service management companies.

(1) Failure by a sponsor to comply with the provisions of this section shall be sufficient grounds for the State agency to terminate that sponsor's participation in accordance with [7 CFR 225.18](#).

(2) Any sponsor may contract with a food service management company to manage the sponsor's food service operations and/or for the preparation of unitized meals with or without milk or juice. Exceptions to the unitizing requirement may only be made in accordance with the provisions set forth at [7 CFR 225.6\(h\)\(3\)](#).

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

(4) In addition to any applicable State or local laws governing bid procedures, and with the exceptions identified in this paragraph, each sponsor which contracts with a food service management company shall comply with the competitive bid procedures described in this paragraph. Sponsors that are schools or school food authorities and have an exclusive contract with a food service management company for year-round service, and sponsors whose total contracts with food service management companies will not exceed the simplified acquisition threshold in [2 CFR part 200](#), as applicable, shall not be required to comply with these procedures. These exceptions do not relieve the sponsor of the responsibility to ensure that competitive procurement procedures are followed in contracting with any food service management company. Each sponsor whose proposed contract is subject to the specific bid procedures set forth in this paragraph shall ensure, at a minimum, that:

(i) All proposed contracts are publicly announced at least once, not less than 14 calendar days prior to the opening of bids, and the announcement includes the time and place of the bid opening;

(ii) The bids are publicly opened;

(iii) The State agency is notified, at least 14 calendar days prior to the opening of the bids, of the time and place of the bid opening;

(iv) The invitation to bid does not specify a minimum price;

(v) The invitation to bid contains a cycle menu approved by the State agency upon which the bid is based;

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- (vi) The invitation to bid contains food specifications and meal quality standards approved by the State agency upon which the bid is based;
 - (vii) The invitation to bid does not specify special meal requirements to meet ethnic or religious needs unless such special requirements are necessary to meet the needs of the children to be served;
 - (viii) Neither the invitation to bid nor the contract provides for loans or any other monetary benefit or term or condition to be made to sponsors by food service management companies;
 - (ix) Nonfood items are excluded from the invitation to bid, except where such items are essential to the conduct of the food service;
 - (x) Copies of all contracts between sponsors and food service management companies, along with a certification of independent price determination, are submitted to the State agency prior to the beginning of Program operations;
 - (xi) Copies of all bids received are submitted to the State agency, along with the sponsor's reason for choosing the successful bidder; and
 - (xii) All bids in an amount which exceeds the lowest bid and all bids totaling the amount specified in the small purchase threshold in [2 CFR 200](#), as applicable, or more are submitted to the State agency for approval before acceptance. State agencies shall respond to a request for approval of such bids within 5 working days of receipt.
- (5) Each food service management company which submits a bid exceeding the simplified acquisition threshold in [2 CFR 200](#), as applicable, shall obtain a bid bond in an amount not less than 5 percent nor more than 10 percent, as determined by the sponsor, of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid.
- (6) Each food service management company which enters into a food service contract exceeding the small purchase threshold in [2 CFR 200](#), as applicable, with a sponsor shall obtain a performance bond in an amount not less than 10 percent nor more than 25 percent of the value of the contract for which the bid is made, as determined by the State agency. Any food service management company which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds the simplified acquisition threshold in [2 CFR 200](#), as applicable. Sponsors shall require the food service management company to furnish a copy of the performance bond within ten days of the awarding of the contract.

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

(n) **Other responsibilities.** Sponsors shall comply with all the meal service requirements set forth in [7 CFR 225.16](#).

[[54 FR 18208](#), Apr. 27, 1989, as amended at [55 FR 13470](#), Apr. 10, 1990; [61 FR 25553](#), May 22, 1996; [64 FR 72486](#), Dec. 28, 1999; [64 FR 72898](#), Dec. 29, 1999; [65 FR 82251](#), Dec. 28, 2000; [66 FR 2202](#), Jan. 11, 2001; [72 FR 10895](#), Mar. 12, 2007; [76 FR 22798](#), Apr. 25, 2011; [78 FR 13450](#), Feb. 28, 2013; [83 FR 25360](#), June 1, 2018; [84 FR 15501](#), Apr. 16, 2019]

SFSP IFB for Food Service Management Companies

Section A: SFSP Invitation for Bid and Contract Face Sheet

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

Sponsor		Bid opening																									
Sponsor agreement number:		Bid issue date:	Bid number:																								
Name:		Date:	Time:																								
Address <i>(include city, state, zip code)</i> :		Location:																									
Contract dates		<i>Sponsor enters estimated number of meals. Bidder enters fixed unit price bids.</i>																									
Telephone <i>(include area code)</i> :	Contact person:	Sponsor's estimated number of meals																									
		Fixed unit price bid per meal	Totals																								
Commencement:	Expiration:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Breakfast</td> <td style="width: 10%;">\$ _____</td> <td style="width: 5%; text-align: center;">X</td> <td style="width: 10%;">_____</td> <td style="width: 5%; text-align: center;">=</td> <td style="width: 5%;">\$ _____</td> </tr> <tr> <td>Snack</td> <td>\$ _____</td> <td style="text-align: center;">X</td> <td>_____</td> <td style="text-align: center;">=</td> <td>\$ _____</td> </tr> <tr> <td>Lunch/ supper</td> <td>\$ _____</td> <td style="text-align: center;">X</td> <td>_____</td> <td style="text-align: center;">=</td> <td>\$ _____</td> </tr> <tr> <td colspan="5" style="text-align: right;">Estimated total:</td> <td>\$ _____</td> </tr> </table>		Breakfast	\$ _____	X	_____	=	\$ _____	Snack	\$ _____	X	_____	=	\$ _____	Lunch/ supper	\$ _____	X	_____	=	\$ _____	Estimated total:					\$ _____
Breakfast	\$ _____	X	_____	=	\$ _____																						
Snack	\$ _____	X	_____	=	\$ _____																						
Lunch/ supper	\$ _____	X	_____	=	\$ _____																						
Estimated total:					\$ _____																						
Bid bond percentage required <input style="width: 40px; height: 20px;" type="text"/> % <i>Sponsor shall insert appropriate percentage from 5% to 10%:</i>		Prompt payment discount <i>(To be inserted by the bidder)</i> <input style="width: 40px; height: 20px;" type="text"/> Percent for payment within <input style="width: 40px; height: 20px;" type="text"/> days Performance bond percentage required: <i>Sponsor shall insert appropriate percentage from 10% to 25%</i> <input style="width: 40px; height: 20px;" type="text"/> %																									
Bidder																											
Bidder name:		Signature <i>(in ink)</i> :																									
Street address <i>(include city, state, zip code)</i> :		Name of bidder's authorized representative <i>(print or type)</i> :																									
		Title:																									
Telephone <i>(include area code)</i> :		Date:																									
Acceptance																											
Contract number:		Sponsor name:																									
Sponsor signature:		Title:	Date:																								

Section B: Certificate of Independent Price Determination

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

- 1. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offer or prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor;
2. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition. Each person signing this offer certifies that:
1. He or she is the person in the offeror’s organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
2. He or she is not the person in the offeror’s organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A) (1) through (A) (3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above.

Signature of FMSC’s authorized representative Title Date

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

Signature of sponsor’s authorized representative Title Date

(Accepting a bidder’s offer does not constitute acceptance of the contract.)

Section C: Instructions to Bidders

1. Definitions

As used herein:

- a) **Bid:** The bidder's offer.
- b) **Bid bond:** Guarantees compensation to the bond owner if the bidder fails to begin a project. A copy of the bid bond must accompany the IFB when submitted to the sponsor if the projected contract reimbursement is in excess of \$150,000. The sponsor shall require a bond in an amount not less than five (5) percent or more than ten (10) percent of the value of the contract for which the bid is made. The bond must have been secured from a surety company listed in the U.S. Department of the Treasury Circular 570.
- c) **Bidder:** A food service management company submitting a bid in response to this invitation for bid.
- d) **Code of Federal Regulations (CFR):** The codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal government.
- e) **Contract:** A formal, legally enforceable agreement between the buyer (sponsor) and the seller (contractor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller.
- f) **Contractor:** A FSMC that submits a bid in response to this IFB and is awarded a contract by a sponsor participating in the SFSP.
- g) **Food Service Management Company:** Any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the SFSP regulations. Food service management companies may be: (a) Public agencies or entities, (b) private, non-profit organizations; or (c) private, for-profit companies.
- h) **Invitation for Bid (IFB):** The document where the procurement is advertised. For the SFSP, the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.

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- i) **Performance bond:** A bond issued by a bank or financial institution, guaranteeing the fulfillment of a particular contract. This is required when a FSMC and a sponsor enter into one or more contracts totaling over \$150,000. The amount of the bond must be no less than ten (10) percent of the value of the contract(s) for which the bid is made. The performance bond must be from a surety company listed in the U.S. Department of the Treasury Circular 570.
- j) **Procurement:** The process of obtaining goods and/or services in accordance with applicable rules and regulations.
- k) **Responsible bidder:** A bidder capable of performing successfully under the terms and conditions of the contract.
- l) **Responsive bidder:** A bidder whose bid conforms to all the material terms and conditions of the solicitation.
- m) **Sponsor:** An eligible organization that assumes total responsibility for the administration of the SFSP and issues this IFB.
- n) **State agency:** Connecticut State Department of Education (CSDE)
- o) **Summer Food Service Program (SFSP):** The USDA's federally assisted summer feeding program for children ages 18 and younger that provides nutritious meals when schools end for the summer. Free meals that meet Federal nutrition guidelines are provided to all children at approved SFSP sites in areas with significant concentrations of low-income children. The CSDE administers the SFSP in the State of Connecticut. Contracting entities receive Federal reimbursement from the CSDE to cover the administrative and operating costs of preparing and serving meals to eligible children at one or more feeding sites.
- p) **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.

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

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2. Submission of Bids

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

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

- c. Bids exceeding the simplified acquisition threshold in 2 CFR part 200, as applicable, shall include a bid bond in the amount of _____ percent of bid price. (Sponsor shall insert appropriate percentage from 5 to 10 percent. Sponsor should also insert this percentage on the *SFSP Invitation for Bid and Contract Face Sheet*.) Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

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

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

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

3. Explanation to Bidders

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

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amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uninformed bidders.

4. **Acknowledgement of Amendments to IFBs**

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

5. **Bidders Having Interest in More Than One Bid**

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

6. **Time for Receiving Bids**

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

7. **Errors in Bids**

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

8. **Award of Contract**

- a. The contract will be awarded to that responsible bidder whose bid is lowest and conforms to the specifications of the IFB. Sponsors must use the CSDE's *Recommendation for Bid Award for the SFSP* to identify bidders that meet the required specifications and recommend the winning bidder.
- 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 whom 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.

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9. Bidder Registration

Bidders must be registered by the state in which the service is to be performed. Bids from bidders who are not registered as provided for in 7 CFR 225.6(g) of the regulations governing the SFSP will not be considered for award. The vendor shall attach a copy of the State's registration determination.

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

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

Section D: Scope of Services

A. USDA regulations 7 CFP Part 225, entitled Summer Food Service Program is hereby incorporated by reference.

B. Contractor agrees to deliver unitized meals

including milk

excluding milk

to locations set out in Schedule A, attached hereto, and made a part hereof, subject to the terms and conditions of this solicitation.

C. All meals furnished must meet or exceed USDA requirements set out in Schedule C, attached hereto, and made a part hereof.

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

E. Contractor shall furnish meals as ordered by the Sponsor during the period of:

_____ to _____
commencement date expiration date

Meals are to be served _____ days per week, as specified in Schedule A.

Section E: Unit Price Schedule and Instructions

1. **Bidders** are asked to submit prices in accordance with Schedule D for meals

- including milk
- excluding milk

meeting the contract specifications set forth in Schedule C and to be delivered to all the sites stated in Schedule A. Please note that bidders must complete Schedule D for each meal type (breakfast, lunch, supper, or snack) covered by the IFB.

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 D. Each bidder's 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, if part of unitized meal), packaging, transportation, and all other related costs (e.g., condiments, utensils, etc.).

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

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

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5. **Evaluation of Bidder:** Each bidder will be evaluated on the following factors:
- Evidence that bidder is registered by the state where the service is to be performed and is registered to deliver at least the number of meals estimated to be required under the contract.
 - Financial capability to perform a contract of the scope required.
 - Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable state and local health, safety, and sanitation standards.
 - Previous experience of the bidder in performing services similar in nature and scope.
 - Other factors such as transportation capability, sanitation, and packaging.

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

6. **Meal Orders**

Sponsors will order meals on _____ of the week preceding the week of
Insert mutually agreed day

delivery; orders will be placed for the total number of operating days in the subsequent week and will include breakdown totals for each site and each type of meal. *

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

7. **Meal Cycle Change Procedure**

Meals will be delivered daily in accordance with the menu cycle that appears in Schedule B. Menu changes may be made only when agreed upon by both parties. When an emergency exists that might prevent the contractor from delivering a specified meal component, the Sponsor shall be notified immediately so substitutions can be agreed upon. The Sponsor reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.

8. **Noncompliance**

The Sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The Sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost but will receive no adjustment in the event the meals are procured at lesser cost. The Sponsor or inspecting agency shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

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

9. **Specifications.**

A. **Packaging**

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

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4. Meals shall be delivered with appropriate nonfood items, such as condiments, straws for milk, napkins, single service ware, etc. Sponsor shall insert the types of nonfood items that are necessary for the meals to be eaten:

- a. **Food Preparation**

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

- b. **Food Specifications**

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

All meals in the menu cycle must meet the food specifications and quality standards. All meat and meat products, shall have been slaughtered, processed, and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.

Milk and milk products are defined as pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim milk, or cultured buttermilk that 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 (FDA) and consistent with state and local standards for such milk. Milk delivered hereunder shall conform to these specifications.

Section F: General Conditions

1. Delivery Requirements

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

2. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging, in addition to the quality of products.

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3. Record Keeping

- A. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel and one for the Sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees to the Sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Sponsor only if signed by Sponsor's designee at the site.
- B. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference, to support payments and claims.
- C. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the Sponsor's final claim for reimbursement, or until the final resolution of any audits, for inspection and audit by representatives of the state agency, representative of the U.S. Department of Agriculture, the Sponsor and the U.S. General Accounting Office at any reasonable time and place.

4. Method of Payment

The contractor shall submit its itemized invoices to the Sponsor

- weekly
- bi-weekly
- 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 of the Sponsor.

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

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5. Inspection of Facility

- A. The Sponsor, the state agency, and USDA reserve the right to inspect the contractor's facilities without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The contractor's facilities shall be subject to periodic inspections by state and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations.
- C. The contractor must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that bacteria levels found to be present in the meals conform with the standards set by local health authorities. The results must be submitted promptly to the sponsor and to the state agency.

6. Performance Bond Requirement

The successful bidder shall provide the Sponsor with a performance bond in the amount of _____ percent of the contract price. **Note:** Insert percentage required by Sponsor, but not less than 10 percent of the Contract Price and not more than 25 percent of the Contract Price.

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

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

7. Insurance

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

8. Availability of Funds

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

9. Number of Meals and Delivery Times

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

10. Emergencies

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

Note: Sponsor shall set time so it does not pay for meals it cannot serve and claim for reimbursement under the SFSP.

Emergency circumstances at the site precluding utilization of meals are the concern of the Sponsor. The Sponsor may cancel orders provided it gives the contractor at least _____ hours' notice or less if mutually agreed upon between the parties to this contract. **Note:** Sponsor shall insert same number of hours indicated in "Delivery Requirements" (item 1D of [Section F](#)).

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

11. Termination

A. The Sponsor reserves the right to terminate this contract, for cause, including the contractor's noncompliance with contract terms by giving sixty (60) days written notice by registered/return receipt requested mail. The Sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing.

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

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

- C. In the event this contract is terminated as provided in paragraph (b) hereof, the Sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the cost incurred by the contractor in providing any such gratuities to any such officer of employee.
- D. The rights and remedies of the Sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. The contractor may terminate the contract, for cause, including the Sponsor's noncompliance with contract terms by giving sixty (60) days written notice by registered/return receipt requested mail.

12. Subcontractors and Assignments

The contractor shall not subcontract for the total meal, or for the assembly of the meal; and shall not assign, without the advance written consent of the Sponsor, this contract, or any interest therein.

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

Section G: General Provisions and Certifications

The Contractor shall comply with the following provisions and certifications, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 51 FSMC Guidance for State agencies – May 2016 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in

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the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Refer to [Schedule F](#).

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8. **Debarment and Suspension** (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. **Civil Rights**

The contractor shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

11. **Certifications**

The FSMC shall execute and comply with the following certifications.

- A. **Debarment and Suspension Certification:** The FSMC must submit suspension/debarment certification as part of their bid using [USDA Form 1048, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Transaction](#). SFSP sponsors must check that the FSMC is not suspended or debarred by accessing the [Excluded Parties List](#) in the [System for Award Management \(SAM\)](#), printing the documentation, and maintaining this record with other supporting documentation to demonstrate that the FSMC is not suspended or debarred.

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- B. **Anti-Collusion Affidavit:** This form is attached to this contract as Schedule F and fully incorporated herein. Refer to [Schedule G](#).
- C. **Certification Regarding Lobbying:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification, which is attached to this contract as Schedule G and fully incorporated herein. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization 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 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 covered by 31 U.S.C. 1352. Refer to [Schedule H](#).

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor must also complete and submit *Standard Form – LLL, Disclosure of Lobbying Activities*, when applicable.

Schedule A: SFSP Site Information List

This form is available in the “[Contracts in the SFSP](#)” section of the CSDE’s Food Service Management Company webpage. The direct link to the form is below.

- SFSP Site Information List (CSDE):
https://portal.ct.gov/-/media/SDE/Nutrition/FSMC/SFSP_Site_Information_List.pdf

Schedule B: SFSP Menu Cycle

Sponsor shall attach a menu cycle for each site.

Schedule C: SFSP Meal Patterns

This SFSP meal patterns are available at https://portal.ct.gov/-/media/SDE/Nutrition/SFSP/MealPattern/SFSP_Meal_Patterns.pdf. Meal pattern compliance resources for the SFSP are listed below.

- Crediting Summary Charts for the SFSP Meal Patterns:
https://portal.ct.gov/-/media/SDE/Nutrition/SFSP/CreditingSFSP/Crediting_Summary_Charts_SFSP.pdf
- Noncreditable Foods in the SFSP:
https://portal.ct.gov/-/media/SDE/Nutrition/SFSP/CreditingSFSP/Noncreditable_Foods_SFSP.pdf
- Offer versus Serve (OVS) in the SFSP:
https://portal.ct.gov/-/media/SDE/Nutrition/SFSP/MealPattern/OVS_SFSP.pdf
- Requirements for the Grains/Breads Component of the SFSP Meal Patterns (CSDE):
https://portal.ct.gov/-/media/SDE/Nutrition/SFSP/CreditingSFSP/Component_Grains_Breads_SFSP.pdf
- Requirements for the Meat/Meat Alternates Component of the SFSP Meal Patterns (CSDE):
https://portal.ct.gov/-/media/SDE/Nutrition/SFSP/CreditingSFSP/Component_MMA_SFSP.pdf
- Requirements for the Milk Component of the SFSP Meal Patterns (CSDE):
https://portal.ct.gov/-/media/SDE/Nutrition/SFSP/CreditingSFSP/Component_Milk_SFSP.pdf
- Requirements for the Vegetables/Fruits Component of the SFSP Meal Patterns (CSDE):
https://portal.ct.gov/-/media/SDE/Nutrition/SFSP/CreditingSFSP/Component_Vegetables_Fruits_SFSP.pdf
- Servings for Grains/Breads in the SFSP (CSDE):
https://portal.ct.gov/-/media/SDE/Nutrition/SFSP/MealPattern/Servings_Grains_Breads_SFSP.pdf

For more resources on crediting foods in the SFSP, refer to the CSDE's [Resources for the SFSP Meal Patterns](#) and visit the “Meal Patterns for the SFSP” and “Crediting Foods in the SFSP” sections of the CSDE's [SFSP](#) webpage.

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Schedule D: Unit Price Schedule

Sponsor: _____

Instructions

Sponsor: Complete items a through c for each meal type.

Vendor: Complete items d and e for each for each meal type.

a) Meal type	b) Average daily meals needed ¹	c) Total number of meals ²	d) Unit cost ³	e) Total bid
Breakfast			\$	\$
AM Snack			\$	\$
Lunch			\$	\$
PM Snack			\$	\$
Supper			\$	\$

¹ Obtained from columns 3 and 6 of [Schedule A](#), by dividing **total** meals for each specific meal type by the greatest number of days operated by a site in column 3 of [Schedule A](#).

² Obtained from [Schedule A](#) by totaling column 6 for each specific meal type.

³ Unit cost specified is that cost based on 100 percent average meals needed per day.

Adjustments

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

Average daily meals billed minus average daily meals needed	Multiply “unit cost” (d) by this amount
81-90%	1.05
71-80%	1.10
61-70%	1.15
51-60%	1.20
50% or below	1.30

Example: If the average daily meals billed minus the “average daily meals needed” (item b above) equals 0.82 or 82 percent multiply the “unit cost” (item d above) by 1.05.

The FSMC will invoice the sponsor at the 100 percent unit cost indicated above bi-weekly. To determine if an additional cost per meal is due the vendor, complete the following calculation. Divide the total number of meals billed by type (breakfast, lunch, supper, or snack) for the total length of the program by the total number of days the program was operated. Any additional charges resulting from this higher “adjustment” will be reflected in the final statement from the vendor. **Note:** The unit cost per meal cannot exceed the maximum operational reimbursement for each meal type as stated in [7 CFR 225](#) of the federal regulations.

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Schedule D-1: Summary Bid Sheet

Sponsor: _____

Meal type	Total number of meals	Unit cost ¹	Total
Breakfast		\$	\$
AM Snack		\$	\$
Lunch		\$	\$
PM Snack		\$	\$
Supper		\$	\$
Total:		\$	\$
¹ The unit cost must be identical to those unit costs listed on Schedule D: Unit Price Schedule .			

Schedule E: SFSP Food Product Specifications

The food product specifications and food packaging and delivery specifications below are for use with menus prepared for vended programs participating in the SFSP. Where applicable, references include the USDA regulations or the FDA Standards of Identity. Product information is presented by meal component category.

For detailed guidance on product specifications and purchasing, SFSP sponsors and vendors should use the USDA's *Food Buying Guide for Child Nutrition Programs* (FBG). The FBG is designed to help menu planners buy the right amount of food in the most cost-effective manner and determine the specific contribution each food makes toward the SFSP meal pattern requirements.

Fruit/Vegetable Specifications

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

- **Apple juice:** 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) Clarified U.S. Grade A Fancy. Bright, typical color. Free from apple pulp, seeds, or other sediments.
- **Apple:** Select firm, crisp, well-colored apples. Flavor varies in apples and depends on the stage of maturity at time of picking. Immature apples lack color and are usually poor in flavor.
- **Apricots:** Selected apricots having a bright, plump and juicy appearance with a uniform golden-orange color. Ripe apricots will yield to gentle pressure.
- **Banana, petite:** Plump, firm bright colored fruit. Free from scars and bruises. For immediate use select solid yellow colored fruit, lightly flecked with brown.
- **Carrot sticks:** Select medium to small size roots which are well shaped, smooth, solid and have good orange color. Carrots with considerable green color at the top require extra trimming.
- **Celery sticks:** Bright medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.
- **Grape juice:** 100percent juice, concord sweetened or unsweetened, U.S. Grade A. Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor.

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- **Grapes:** Plump, firm, well-colored, fresh looking, firmly attached to stem. Green fruit. Stems green and pliable.
- **Lettuce, leaf:** Green color, fairly firm. Fresh outer leaves free from insects and noticeable discoloration or decay.
- **Nectarine:** Rich color and plumpness. Firm with slight softening along the seam. Orange-yellow color between the red areas.
- **Orange juice:** 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrate) sweetened or unsweetened U.S. Grade A. Orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation. Juice should be practically free of defects, show no coagulation, having no noticeable seed particles, and have a normal flavor.
- **Orange:** Heavy, firm, well-colored, well-formed fruit with fine textured skins.
- **Orange-grapefruit juice:** 100 percent juice, pasteurized, fresh, canned, or reconstructed to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A. Should have a good flavor and odor, bright, good color. Should not contain excessive amounts of pulp, seed particles, or peel.
- **Orange-pineapple juice:** 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates). Sweetened or unsweetened U.S. Grade A. Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects and orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation.
- **Peach:** Select fruits with plenty of red blush and free from signs of decay. They should be firm, not hard, and the skin between the red area should have a yellowish cast rather than distinctly green.
- **Pear:** Select well formed, smooth fruits free from scars and skin punctures. Firm fruit will ripen on standing.
- **Pineapple juice:** 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) sweetened or unsweetened U.S. Grade A. Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects. Juice should have a distinct flavor and no coagulation of pulp.

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- **Plum, purple:** Well-formed fruit. Good color. Fairly firm to slightly soft state of ripeness. Fresh, bright appearance.
- **Raisins:** Seedless, U.S. Grade A, small. Similar varietal characteristics, good typical color, good flavor, and development.
- **Tangerine:** Select fresh bright fruits, generally well-colored, well-shaped, fairly firm moderately heavy, and free from decay. Those with dull, dried skins or which are puffy and light in weight may have shrunken and dried flesh.
- **Tomato wedges:** Well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes, and decay. Full red color and slight softening for immediate use.

Meat/Meat Alternate Specifications

All meat and poultry must be produced in plants with USDA Meat and Poultry Inspection Service.

- **American cheese:** Processed cheese is a melted pasteurized blend of cheese and emulsifiers with or without added optional ingredients. Product must be USDA inspected processed cheese from a USDA approved plant. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.750.
- **Beef salami, cooked:** Cooked beef salami is a smoked fully cooked sausage. The meat components consist of moderately coarse-cut beef and finely comminuted beef with finely comminuted beef heart meat included in some formulas. Seasoning includes garlic and peppercorns. Salami is stuffed in artificial casings and measures from 3.5 to 4.5 inches in diameter. The interior cut surface is moderately coarse in texture and light to dark reddish-brown in color. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.
- **Bologna, beef:** Bologna is smoked fully cooked sausage. The meat components consist of beef very finely comminuted and stuffed in artificial or natural casings. The interior out surface is smooth, fine-textured, light pink in background color, and finely mottled with evenly distributed light to dark red flecks. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

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- **Cheddar cheese, natural:** U.S. Grade A, aged 3-6 months. Not more than 39 percent moisture. Not less than 50 percent milk fat on the solid basis. Products must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.500.
- **Eggs, hard boiled:** Prepared from eggs, fresh, shell. U.S. Grade A: Large. Uniform in size, clean, sound shell, free from foreign odors or flavors. Packed in standard commercial shipping containers with good packing materials.
- **Ham, boiled, cured and boneless:** The skinless, completely boneless, cured and smoked, fully cooked ham, must be prepared from regular short shank ham. The cured pork must be derived from sound, well-trimmed wholesale market and fabricated cuts. Product must be processed in a plant operating under USDA's Meat and Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104.
- **Nuts and Seeds:** peanuts, soy nuts, tree nuts such as walnuts, and seeds that are nutritionally comparable to meat or other meat alternates. Nuts such as acorns, chestnuts, and coconuts are not acceptable due to their extremely low protein and iron values.
- **Peanut Butter:** Smooth or chunky, U.S. Grade A. Peanut butter should have color that is medium brown to brown color roast. Peanut butter should be firm set, smooth, pliable, and have good spreadability. Suitability seasoning and stabilizing ingredients may be added not in excess of 10 percent of the weight of the finished product. Product must conform to Standard of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 46.1.
- **Roast beef:** Fully cooked, prepared from USDA Grade good or better. Processing: product must be processed in its entirety in plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.81.
- **Tuna Fish:** Fancy or solid. The can usually contains large piece of chunks or firm flesh: packed in oil or water. Grade: packed under Federal Inspection (PUF 1). Tuna fish "salad" may be prepared by mixing tuna fish with relish and/or chopped vegetables such as celery and onions. Vegetable oil may be used as a moistening agent to "bind" the salads. Weight of portion of tuna must be 2 ounces before added ingredients.

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- **Turkey ham:** Specifications based on USDA, FSIS Standard. Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service), Part 381.17, Subpart P.

Specifications for Other Products

- **Milk:** All milk products used meet federal, state, and local requirements for fluid milk.
- **Yogurt:** Plain, sweetened, or flavored.
- **Jelly:** Products must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 29.2
- **Mayonnaise:** Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 25.2

Schedule F: Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in anyone year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended and is listed by EPA or the contract is not otherwise exempt. Both the Summer Food Service Program (SFSP) sponsor and Food Service Management Company (FSMC) (offeror) shall execute this Certificate.

Name of FSMC: _____

The FSMC agrees as follows:

- A To comply with all the requirements of Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

The terms in this clause have the following meanings:

- A The term “Air Act” means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B The term “Water Act” means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d),

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respectively, of the Air Act (42 U.S.C. 7401-7671q) or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- D The term “Clean Air Standards” means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E The term “Compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or sites of operations, owned, leased, or supervised by the FSMC.

FSMC’s authorized representative:

_____ Signature of FSMC’s authorized representative	_____ Title	_____ Date
_____ Signature of SFSP sponsor’s representative	_____ Title	_____ Date

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Schedule G: Anti-Collusion Affidavit

By submission of this proposal, the _____
food service management company (FSMC) certifies that:

- This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer, or potential competitor.
- This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer, or potential competitor.
- No attempt has been made, or will be made, to induce any other person, partnership, or corporation to submit or not to submit a proposal.
- The person signing this proposal certifies that he or she has fully informed himself or herself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his behalf.
- Below is a certified copy of the resolution authorizing the execution of this certificate by the signator of this proposal on behalf of the corporate proposer.

Resolve that _____ be authorized to sign and submit this
Name of FSMC's authorized representative

proposal on behalf of the FSMC named above to _____
Name of SFSP sponsor

Name of FSMC's authorized representative

Title

Signature of FSMC's authorized representative

Date

Schedule H: Certification Regarding Federal Lobbying

(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

Federal legislation generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the Federal government. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as common rule, “New Restrictions on Lobbying” published at 55 Federal Register (FR) 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Government wide Guidance on New Restrictions on Lobbying” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

Contracting entities or sponsored sites that contract for goods or services using Federal funds must obtain this certification for any award exceeding \$100,000 and if necessary, must obtain the *Standard Form-LLL, Disclosure of Lobbying Activities*.

Certification

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 an agency, a Member of Congress, 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 an 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 of Lobbying Activities*, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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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.

Name of organization submitting certification

Name of authorized representative

Title

Signature of authorized representative

Date

Schedule I: SFSP Transportation Certification

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

2. How many vehicles will be utilized to meet the terms of this contract? _____

3. Will the delivery of meals for this contract be combined on the same truck with deliveries for other contracts? Yes No

4. If bidding on preparation of hot meals, is the bidder required to heat all meals at their state agency approved facility?

Yes No: Describe how the bidder proposes to meet the terms of this contract.

5. Will the delivery of the meals for this contract be subcontracted? Yes No

If “Yes,” provide the contact person’s name, address (including city, state, and zip code), and phone number below:

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

Name of authorized representative _____

Signature of authorized representative

Date

Schedule J: Renewal Option Amendment for SFSP Invitation for Bid and Contract

Duration of Contract. The initial term of this agreement commences on insert start date (day/month/year) and continues until May 31, 20___ [this date cannot be more than one year from the date the agreement commences], unless terminated by either party as hereinafter provided. The agreement is subject to four (4) additional one-year renewals upon the consent of both parties. The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other.

The SFSP sponsor or the food service management company (FSMC) may terminate the contract, for cause, including the FSMC's noncompliance with contract terms by giving sixty (60) days written notice by registered/return receipt requested mail. The Connecticut State Department of Education shall be notified immediately of termination action and reason for termination.

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

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

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

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

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

