

Alabama State Department of Education  
Child Nutrition Program

**SUMMER FOOD SERVICE PROGRAM  
INVITATION FOR BID AND CONTRACT**

**SECTION A**

This document contains an invitation to registered 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.

<b>SPONSOR</b>		<b>BID OPENING</b>																					
SPONSOR AGREEMENT NUMBER		BID ISSUE DATE	BID NUMBER																				
NAME		DATE																					
ADDRESS (Include City, State, Zip Code)		TIME																					
		LOCATION																					
TELEPHONE NUMBER	CONTACT PERSON	SPONSOR TO ENTER ESTIMATED NUMBER OF MEALS. FIXED UNIT PRICE BIDS TO BE INSERTED BY THE BIDDER. <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 15%;">Fixed Unit Price Bid Per Meal</th> <th style="width: 15%;">Sponsors 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 colspan="3" style="text-align: right;">ESTIMATED</td> <td>\$ _____</td> </tr> </tbody> </table>			Fixed Unit Price Bid Per Meal	Sponsors Estimated # of Meals	TOTALS	BREAKFAST	\$ _____	x \$ _____	= \$ _____	SNACK	\$ _____	x \$ _____	= \$ _____	LUNCH/SUPPER	\$ _____	x \$ _____	= \$ _____	ESTIMATED			\$ _____
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<b>CONTRACT DATES</b>																							
COMMENCEMENT																							
EXPIRATION																							
BID BOND PERCENTAGE REQUIRED  <b>5%</b>	PERFORMANCE BOND PERCENTAGE REQUIRED  <b>10%</b>																						
PROMPT PAYMENT DISCOUNT (To be inserted by bidder) <table style="width: 100%; margin-top: 5px;"> <tr> <td style="border: 1px solid black; width: 100px; text-align: center;"> </td> <td style="padding: 0 10px;">%</td> <td style="padding: 0 10px;">for payment within</td> <td style="border: 1px solid black; width: 100px; text-align: center;"> </td> <td style="padding: 0 10px;">days</td> </tr> </table>			%	for payment within		days																	
	%	for payment within		days																			
<b>BIDDER</b>																							
NAME		SIGNATURE (In Ink)																					
STREET ADDRESS (Include City, State, Zip Code)		NAME (Print or Type)	TITLE																				
TELEPHONE NUMBER		DATE																					
<b>ACCEPTANCE</b>																							
CONTRACT NUMBER		SPONSOR NAME																					
SPONSOR SIGNATURE	TITLE	DATE																					

# CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

## SECTION B

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

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor;
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

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

SIGNATURE OF FSMC'S AUTHORIZED REPRESENTATIVE

TITLE

DATE

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

SIGNATURE OF AUTHORIZED SPONSOR REPRESENTATIVE

DATE

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

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

**SECTION B**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)**

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

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ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

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

---

SIGNATURE(S)

DATE

## Instructions for Certification

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

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS**

**SECTION B**

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 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Official (Executive Director) Authorized to Sign Application)

By \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For \_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Title of Grant Program

# INSTRUCTIONS TO BIDDERS

## SECTION C

### 1. Definitions

As used herein:

- (a) Bid: The bidder's offer.
- (b) Bidder: A food service management company submitting a bid in response to this invitation for bid.
- (c) 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.

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

### 2. Submission of Bids

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

(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 \$150,000 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.

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 in a position to perform the contract.
- (d) Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.
- (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

### SECTION D

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 unitized meals <sup>1</sup>\_\_\_\_\_ of milk or juice to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.

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

D. FSMC shall furnish meals as ordered by the Sponsor during the period of <sup>2</sup>\_\_\_\_\_ to \_\_\_\_\_  
Meals are to be served <sup>3</sup>\_\_\_\_\_ days a week, as specified in Schedule A.

E. The contract will be for one (1) year with an option to renew for four (4) additional one (1) year terms.

<sup>1</sup>Insert "inclusive" or "exclusive" as applicable.

<sup>2</sup>Sponsor shall insert contract commencement date and expiration date.

<sup>3</sup>Sponsor shall insert appropriate number of serving days.

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# UNIT PRICE SCHEDULE AND INSTRUCTIONS

## SECTION E

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

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

2. Evaluation of bids will be performed as follows:

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

3. Pricing shall be on the menus described in Schedule B. All bidders must submit bids on the same menu cycle provided by the Sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the Sponsor.

Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g., condiments, utensils, etc.)

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

4. Average Daily Number of Meals are the best known estimates for requirements during the operating period. The Sponsor reserves the right to order more or less meals than estimated at the beginning of the operating period. FSMC will be paid at the 100% unit cost rate during the payment period specified. (The Sponsor should indicate in Section F, #4, "Method of Payment," whether the payment period is to be weekly, bi-weekly or monthly.) Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approved level of meal service designated by the administering office for each site serving meals provided by the 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 and is registered to deliver at least the number of meals estimated to be required under the contract.
- b. Financial capability to perform a contract of the scope required.
- c. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards.
- d. Previous experience of the bidder in performing 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 <sup>1</sup>\_\_\_\_\_ 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 <sup>2</sup>\_\_\_\_\_ hour notice, or less if mutually agreed upon between the parties to this contract.

7. Meal-Cycle Change Procedure. Meals will be delivered on a daily basis in accordance with the menu cycle which appears in Schedule B. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the 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.

<sup>1</sup>Insert mutually agreed upon day.

<sup>2</sup>Sponsor 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 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 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 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 slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

Milk and milk products are defined as "...pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk ... All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk." Milk delivered hereunder shall conform to these specifications.

All refrigerated food shall be delivered at an internal temperature of 40°F or below.

All frozen food shall be delivered at 0°F or below. Frozen products should show 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 140°F or above.

# GENERAL CONDITIONS

## SECTION F

### 1. Delivery Requirements

- B. Delivery will be made by the FSMC to each site in accordance with the order from the Sponsor.
- C. 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.
- D. 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.
- E. 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.
- F. 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 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 <sup>1</sup>\_\_\_\_\_ hours or less.

### 2. Supervision and Inspection

The FSMC 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. Exceptions to this policy may be granted only by the Sponsor, in writing, who must then inform ALSDE

<sup>1</sup>Insert mutually agreed upon number.

<sup>2</sup>Sponsor shall insert "weekly", "bi-weekly", or "monthly."

### 3. 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 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.

### 4. Method of Payment

The FSMC shall submit its itemized invoices to the Sponsor <sup>2</sup>\_\_\_\_\_ 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, neither the Department nor the State agency assumes any 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.

5. 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 have State or local health certification for the facility in which it proposes to prepare meals for use in the SFSP at all times.
- 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.

6. Performance Bond Requirement

The successful bidder shall 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.

7. Insurance

FSMC shall procure and maintain the insurance in accordance with Section G of this ITB.

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. Special Account

The State agency may require the Sponsor to establish a special account at a Federally insured bank to ensure the FSMC receives payment for eligible meals provided to the Sponsor's program. If such an account is established, the Sponsor must deposit any payments received from the State agency in the special account. Both the FSMC and the Sponsor must authorize any checks drawn on this account.

10. 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.

11. Emergencies

In the event of unforeseen emergency circumstances, the FSMC shall immediately notify the Sponsor by telephone or telegraph of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than <sup>3</sup>\_\_\_\_\_ hours after specified meal time.

Emergency circumstances at the site precluding utilization of meals are the concern of the Sponsor. The Sponsor may cancel orders provided it gives the FSMC at least <sup>4</sup>\_\_\_\_\_ 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 utilize meals, for periods longer than 24 hours will be mutually worked out between the FSMC and Sponsor.

<sup>3</sup>Sponsor shall set time in accordance with State agency instructions.

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

## 12. 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 ALSDE

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 or employee.
- D. The rights and remedies of the Sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## 13. Sub-FSMCs and Assignments

The FSMC 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 FSMC shall remain liable to the Sponsor as principal for the performance of all obligations under this contract.

# GENERAL PROVISIONS

## SECTION G

### FSMC Assurances

FSMC certifies by signing this bid that they will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, sex, age, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract. 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.

The FSMC shall procure and maintain the following insurance:

The contractor shall carry product casualty and liability insurance (theft, storm, and fire damage, general food safety and sanitation) on all food and supplies in the contractor's custody or control regardless of their location, in accordance with acceptable industry practices. The insurance carrier shall have a rating of A- or better as rated by the A.M. Best Company. The sponsoring organization or agency shall be an additional named insured agency on the certificate of insurance and all payments for losses shall be made payable jointly to the contractor and the sponsoring organization or agency. The extent of coverage established by the Alabama Department of Education, Child Nutrition Programs shall exceed the amount of the contract by 10% and not more than 25% of the total contract. Bids shall be accompanied by a statement from an insurance carrier, licensed to conduct business in the state of Alabama, indicating the carrier's agent has reviewed the bid and insurance requirements, can satisfy all required coverage specifying the type of policy/coverage providing said coverage. The successful bidder shall provide proof of insurance to the sponsoring organization or agency within ten working days after receiving the official letter of notification. Coverage shall not lapse during the period of the contract. Contract extension will require proof of insurance for the period of time service is extended according to the contract or amendments made to the contract. Each item below must be covered in writing on the certificate of insurance.

1. The policies must state "all risks," or "special causes of loss," or "broadest coverage available in the market place" and the dollar value limit.
2. There must be a 30-day cancellation or non-renewal notice rather than ten. This notice must be directed to the sponsoring organization or agency.
3. The certificate of insurance must remove the words "endeavor to" from the cancellation section to reflect a firm commitment toward issuing a written cancellation or non-renewal notice to the certificate holder.
4. The food and supplies used for meeting the terms of the food service contract must be covered using one of the following acceptable terms: marine, cargo, inventory, contents, stock or warehouse legal liability.
5. The sponsoring organization or agency shall be provided an endorsed/executed copy of the insurance policies that cover the food and supplies.

### Equal Opportunity

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

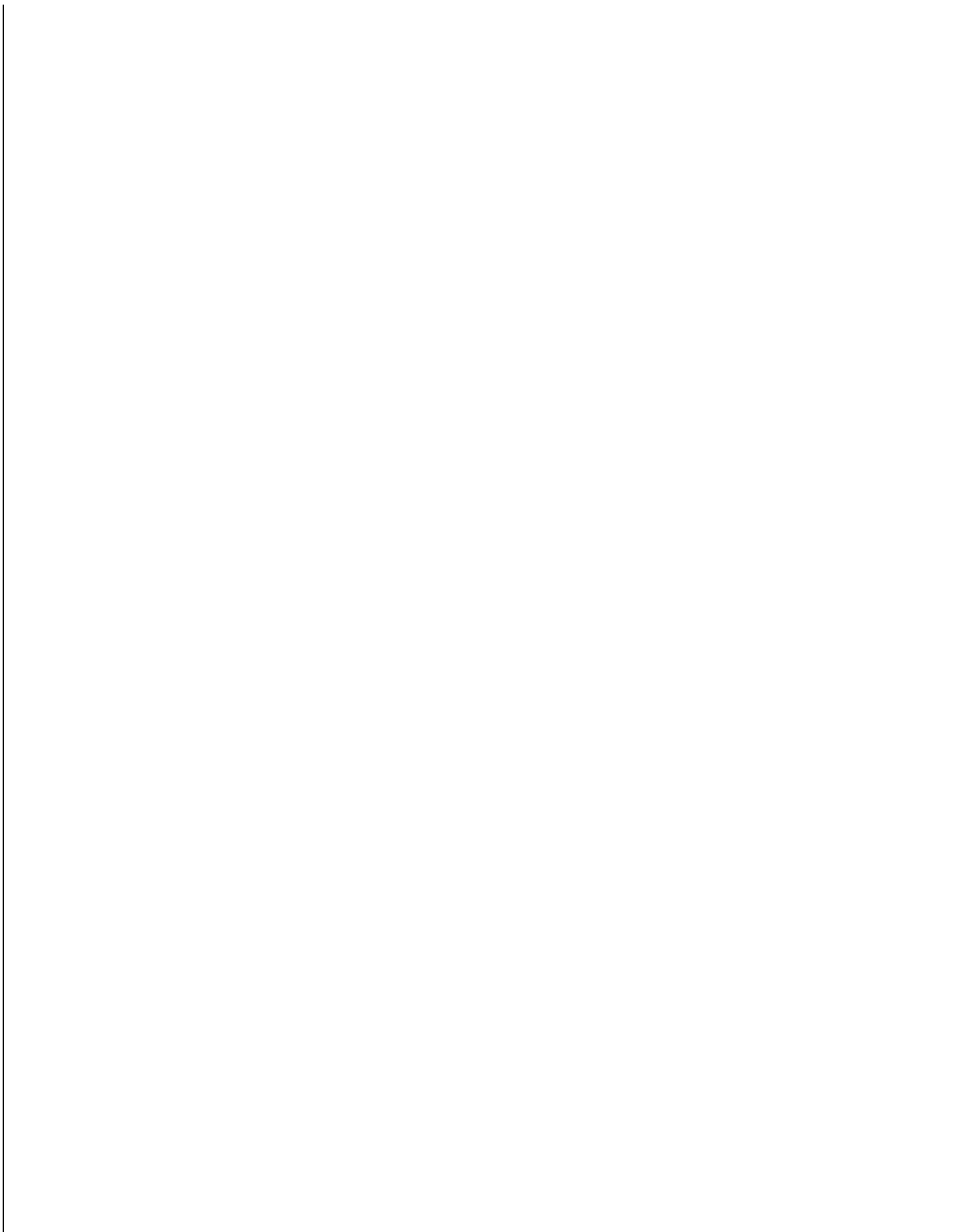
### Clean Air and Water

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

### Buy American Provision

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

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



## GUIDELINES FOR MEAL COMPONENTS

### SECTION H

<b>Meat and Meat Alternates (M/MA)</b>	<ul style="list-style-type: none"> <li>● Meats must be USDA inspected.</li> <li>● All M/MA servings must be a 2 ounce portion.</li> <li>● Meat and cheese can be served in combination (1 ounce of meat and 1 ounce of cheese = 2 ounces total M/MA).</li> <li>● Yogurt may be served as a M/MA component.             <ul style="list-style-type: none"> <li>○ 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.</li> <li>○ Lunch and Supper - 8 oz. (weight) or 1 cup (volume) yogurt to equal 2 ounces of the meat/meat alternates component. 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.</li> </ul> </li> <li>● 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.</li> <li>● 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.</li> <li>● 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.</li> <li>● 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.</li> </ul>
<b>Fruits and Vegetable (F/V)</b>	<ul style="list-style-type: none"> <li>● 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.</li> <li>● Canned Fruits.             <ul style="list-style-type: none"> <li>○ Fruits can be packed in fruit juice, water, light syrup, or natural juices.</li> <li>○ Must be US Grade B or greater.</li> <li>○ Portion may include a small amount of the juice that the item is packed in.</li> </ul> </li> <li>● Fruit Juices             <ul style="list-style-type: none"> <li>○ Only 100 percent strength juice is allowed.</li> <li>○ Reconstituted juice must be diluted according to the manufacturer’s instructions to achieve a 100% juice strength.</li> <li>○ Should be packaged in leak proof containers</li> </ul> </li> <li>● Fruit-flavored drinks, ades, or punches that contain less than 50 percent strength juice are not acceptable.</li> <li>● Juice or syrup from canned fruit cannot be used as fruit juice.</li> <li>● Lettuce and tomato should be packaged separately from the sandwich.</li> <li>● Fresh fruit sizes must be a minimum of ½ cup in volume and should be ripe and ready to eat.</li> <li>● Pickles will not be counted as a F/V. They will only count as a condiment.</li> </ul>
<b>Grains and Breads (G/B)</b>	<ul style="list-style-type: none"> <li>● All items served as G/B components must comply to weight/volume standards according to the Grain/Bread Instruction.</li> <li>● 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.</li> <li>● 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"> <li>○ All cereals must be packed in individual leak-proof "bowl" shaped boxes.</li> <li>○ 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.</li> </ul> </li> <li>● General - All sandwiches must be made with whole grain or other enriched flour breads. Bread must be at least 4" by 4".</li> <li>● Hamburger Buns must be 3 1/2" in diameter.</li> <li>● Submarine/Hoagie Buns, must not be a hot dog bun and should be at least 4" in length.</li> </ul>
<b>Fluid Milk (Milk)</b>	<ul style="list-style-type: none"> <li>● Milk is to be served as a beverage. A portion of the breakfast milk can be used with cereal.</li> <li>● 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.</li> <li>● Milk must be provided in an 8 ounce carton or pouch and must be maintained at 41° F or less at all times.</li> </ul>



## SUMMER FOOD SERVICE PROGRAM (SFSP) MEAL PATTERNS

### SECTION H (Continued)

Food Components	Minimum Portion Sizes		
	Breakfast	Lunch or Supper	Supplement <sup>1</sup> (Choose two (2) of the four (4))
<p style="text-align: center;"><u>Milk</u></p> <ul style="list-style-type: none"> <li>Milk, fluid</li> </ul>	1 cup (8 fl oz) <sup>2</sup>	1 cup (8 fl oz) <sup>3</sup>	1 cup (8 fl oz) <sup>2</sup>
<p style="text-align: center;"><u>Vegetables and/or Fruits</u></p> <ul style="list-style-type: none"> <li>Vegetable(s) and/or fruit(s) OR</li> <li>Full-strength vegetable or fruit juice OR</li> <li>An equivalent quantity of any combination of vegetables(s), fruit(s), and juice</li> </ul>	<ul style="list-style-type: none"> <li>½ cup OR</li> <li>½ cup (4 fl oz) OR</li> <li>½ cup</li> </ul>	<ul style="list-style-type: none"> <li>¾ cup total<sup>4</sup> (of at least 2 different vegetables and/or fruits)</li> </ul>	<ul style="list-style-type: none"> <li>¾ cup OR</li> <li>¾ cup (6 fl oz) OR</li> <li>¾ cup</li> </ul>
<p style="text-align: center;"><u>Grains and Breads</u><sup>5</sup></p> <ul style="list-style-type: none"> <li>Bread OR</li> <li>Cornbread, biscuits, rolls, muffins, etc. OR</li> <li>Cold dry cereal OR</li> <li>Cooked pasta or noodle product OR</li> <li>Cooked cereal or cereal grains OR</li> <li>An equivalent quantity of any combination of grains/breads</li> </ul>	<ul style="list-style-type: none"> <li>1 slice OR</li> <li>1 serving OR</li> <li>¾ cup or 1 oz<sup>6</sup> OR</li> <li>½ cup OR</li> <li>½ cup OR</li> <li>See Grains/Breads Instruction</li> </ul>	<ul style="list-style-type: none"> <li>1 slice OR</li> <li>1 serving OR</li> <li>¾ cup or 1 oz<sup>6</sup> OR</li> <li>½ cup OR</li> <li>½ cup OR</li> <li>See Grains/Breads Instruction</li> </ul>	<ul style="list-style-type: none"> <li>1 slice OR</li> <li>1 serving OR</li> <li>¾ cup or 1 oz<sup>6</sup> OR</li> <li>½ cup OR</li> <li>½ cup OR</li> <li>See Grains/Breads Instruction</li> </ul>
<p style="text-align: center;"><u>Meat and Meat Alternates</u></p> <ul style="list-style-type: none"> <li>Lean meat or poultry or fish OR</li> <li>Cheese OR</li> <li>Eggs OR</li> <li>Alternate Protein Product<sup>7</sup> OR</li> <li>Cooked dry beans or peas OR</li> <li>Peanut butter or soy nut butter or other nut or seed butters OR</li> <li>Peanuts or soy nuts or tree nuts or seeds OR</li> <li>Yogurt, plain or sweetened/flavored OR</li> <li>An equivalent quantity of any combination of the above meat/meat alternates</li> </ul>	<p style="text-align: center;"><b>(Optional at Breakfast)</b></p> <ul style="list-style-type: none"> <li>1 oz OR</li> <li>1 oz OR</li> <li>1/2 large egg OR</li> <li>1 oz OR</li> <li>¼ cup OR</li> <li>2 tbsp OR</li> <li>1 oz OR</li> <li>4 oz or ½ cup OR 1 oz</li> </ul>	<ul style="list-style-type: none"> <li>2 oz OR</li> <li>2 oz OR</li> <li>1 large egg OR</li> <li>2 oz OR</li> <li>½ cup OR</li> <li>4 tbsp OR</li> <li>1 oz = 50%<sup>8</sup> OR</li> <li>8 oz or 1 cup OR 2 oz</li> </ul>	<ul style="list-style-type: none"> <li>1 oz OR</li> <li>1 oz OR</li> <li>1/2 large egg OR</li> <li>1 oz OR</li> <li>¼ cup OR</li> <li>2 tbsp OR</li> <li>1 oz OR</li> <li>4 oz or ½ cup OR 1 oz</li> </ul>

### FOOTNOTES

- 1 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.
- 2 Shall be served as a beverage, or on cereal, or use part of it for each purpose.
- 3 Shall be served as a beverage.
- 4 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.
- 5 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.
- 6 Either volume (cup) or weight (ounce), whichever is less.
- 7 Must meet the requirements in Appendix A of the SFSP regulations.
- 8 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

<b>REFERENCE:</b>	U.S. Department of Agriculture FCS Instruction Number 783-1, REV.2, 1-8-97
<b>SOURCE CITATION:</b>	7 CFR 210.10, 210.10a, 220.8, 220.8a, 225.16, and 226.20
<b>APPLICABLE TO:</b>	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.
<b>I. CRITERIA FOR DETERMINING ACCEPTABLE GRAINS/BREADS UNDER THE FOOD-BASED MENU PLANNING ALTERNATIVES</b>	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>
<b>II. CRITERIA FOR DETERMINING EQUIVALENT MINIMUM SERVING SIZES:</b>	<ul style="list-style-type: none"> <li>• The attached document contains the equivalent minimum serving sizes for a wide variety of purchased food items.</li> <li>• 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.</li> <li>• 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.</li> </ul>
<b>III. FOODS THAT QUALIFY AS GRAINS/BREADS</b>	<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> <ul style="list-style-type: none"> <li>A. <i>Breads</i> that are enriched or whole-grain.</li> <li>B. <i>Biscuits, bagels, rolls, tortillas, muffins, or crackers</i> made with enriched or wholegrain meal or flour.</li> <li>C. <i>Cereal grains (cooked) such as rice, bulgur, oatmeal, corn grits, wheat or couscous</i> that are enriched or whole-grain.</li> <li>D. <i>Ready-to-eat breakfast cereals</i> that are enriched, whole-grain, or fortified.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>H. <i>Pie crust</i> when made with enriched or whole-grain meal or flour and served, as permitted under Exhibit A.</li> <li>I. <i>Non-sweet snack products such as hard pretzels, hard breadsticks, and chips</i> made from enriched or whole-grain meal or flour.</li> </ul>

## GRAINS/BREADS FOR THE FOOD-BASED MENU PLANNING ALTERNATIVES IN THE CHILD NUTRITION PROGRAMS<sup>1</sup>

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 <sup>2</sup> (plain) Cornbread Corn muffins Croissants	Pancakes Pie crust (dessert pies <sup>2</sup> , fruit turnovers <sup>3</sup> , 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 <sup>3</sup> (cake and yeast raised, unfrosted) Granola bars <sup>3</sup> (plain) Muffins (all, except corn) Sweet roll <sup>3</sup> (unfrosted) Toaster pastry <sup>3</sup> (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 <sup>2</sup> (with nuts, raisins, chocolate pieces and or/fruit purees) Doughnuts <sup>3</sup> (cake and yeast raised, frosted or glazed) French toast	Grain fruit bars <sup>3</sup> Granola bars <sup>3</sup> (with nuts, raisins, chocolate pieces and or/fruit) Sweet rolls <sup>3</sup> (frosted) Toaster pastry <sup>3</sup> (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 <sup>2</sup> (plain, unfrosted) Coffee cake <sup>3</sup>		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 <sup>2</sup> (plain) Cake <sup>2</sup> (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) <sup>4</sup> Bulgur or cracked wheat Macaroni (all shapes)	Noodles (all varieties) Pasta (all shapes) Ravioli (noodle only) Rice (enriched white or brown)	1 serving =	1/2 cup cooked (or 25 gm dry)
GROUP I		MINIMUM SERVING SIZE FOR GROUP I	
Ready-to-eat breakfast cereal (cold dry) <sup>4</sup>		1 serving =	¾ cup or 1 oz, whichever is less

<sup>1</sup>. 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.

<sup>2</sup>. 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.

<sup>3</sup>. 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.

<sup>4</sup>. 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.

## INSTRUCTIONS FOR COMPLETION OF SCHEDULE A

### SITE INFORMATION LIST

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

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

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

**SCHEDULE A**

**Alabama State Department of Education  
Child Nutrition Program**

**SITE INFORMATION LIST  
SUMMER FOOD SERVICE PROGRAM**

SPONSOR NAME		ADDRESS			CONTACT PERSON/PHONE #		
SITE NAME ADDRESS PHONE	BEGIN DATE (1)	END DATE (2)	TOTAL DAYS OP. (3)	MEAL TYPE (4)	AVERAGE MEALS/DAY (5)	TOTAL MEALS (6)	DELIVERY TIME FOR EACH MEAL TYPE (7)
REFRIG ALL MEALS YES    NO <input type="checkbox"/> <input type="checkbox"/>				BREAKFAST			
				AM SUPPLEMENT			
				LUNCH			
				PM SUPPLEMENT			
				SUPPER			
REFRIG ALL MEALS YES    NO <input type="checkbox"/> <input type="checkbox"/>				BREAKFAST			
				AM SUPPLEMENT			
				LUNCH			
				PM SUPPLEMENT			
				SUPPER			
REFRIG ALL MEALS YES    NO <input type="checkbox"/> <input type="checkbox"/>				BREAKFAST			
				AM SUPPLEMENT			
				LUNCH			
				PM SUPPLEMENT			
				SUPPER			
REFRIG ALL MEALS YES    NO <input type="checkbox"/> <input type="checkbox"/>				BREAKFAST			
				AM SUPPLEMENT			
				LUNCH			
				PM SUPPLEMENT			
				SUPPER			

**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.

	<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>	<b>Day 5</b>
<b>Milk</b>	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.)
<b>V/F</b>	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)
<b>G/B</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.

	<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>	<b>Day 5</b>
<b>Milk</b>	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.)
<b>M/MA</b>	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)
<b>1<sup>st</sup> V/F</b>	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)
<b>2<sup>nd</sup> V/F</b>	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)
<b>G/B</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)
<b>Other (Optional)</b>	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).

	<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>	<b>Day 5</b>
<b>Milk</b>					
<b>M/MA</b>	Fruited Yogurt (4 oz. or ½ c.)		American Cheese (1 oz. or larger)		
<b>V/F</b>		100% Juice (¾ c. or 6 fl. oz.)		100% Juice (¾ c. or 6 fl. oz.)	100% Juice (¾ c. or 6 fl. oz.)
<b>G/B</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.

	<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>	<b>Day 10</b>
<b>Milk</b>	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.)
<b>V/F</b>	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)
<b>G/B</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.

	<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>	<b>Day 10</b>
<b>Milk</b>	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.)
<b>M/MA</b>	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)
<b>1<sup>st</sup> V/F</b>	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)
<b>2<sup>nd</sup> V/F</b>	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)
<b>G/B</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)
<b>Other (Optional)</b>	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).

	<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>	<b>Day 10</b>
<b>Milk</b>					White/Chocolate Milk (1 c. or 8 fl. oz.)
<b>V/F</b>	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)	
<b>G/B</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

**UNIT PRICE SCHEDULE**

**INSTRUCTIONS:**

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

SPONSOR: Complete items (a) - (c) for each Meal Type

Total Meals x Cost = Total Cost

(a) MEAL TYPE	(b) AVERAGE DAILY MEALS NEEDED <sup>1</sup>	(c) TOTAL NUMBER OF MEALS <sup>2</sup>	(d) UNIT COST <sup>3</sup>	(e) TOTAL BID
			\$	\$

**ADJUSTMENTS**

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

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

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

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

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

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



**SCHEDULE D  
BID SUMMARY SHEET**

FSMC Name: \_\_\_\_\_

Sponsor Name: \_\_\_\_\_

Total Number of Sites: \_\_\_\_\_

**I. Bid Calculations**

	(1) Column 6 – Sched. A	(2)	(3)
MEAL TYPE	TOTAL NUMBER OF MEALS	UNIT COST BID	= TOTAL COST PER MEAL TYPE
Breakfast		\$	\$
A.M. Supplements		\$	\$
Lunch		\$	\$
P.M. Supplements		\$	\$
Supper		\$	\$
<b>TOTAL BID EXPENSE</b>			\$

**Note:** Column (1) x Column (2) = Column (3)

**II. Contract Period**

Dates of Meal Service: From \_\_\_\_\_ To \_\_\_\_\_

Days Per Week: \_\_\_\_\_ Date(s) Closed \_\_\_\_\_  
(i.e. Holidays)

This contract will be for a one (1) year period with an option to renew for four (4) additional one (1) year terms.