

**SMALL PURCHASE CONTRACT**  
**FOR VENDED SCHOOL MEAL SERVICES**



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**Name of Sponsor**

Florida Department of Agriculture and Consumer Services  
Division of Food, Nutrition and Wellness  
600 South Calhoun Street (H2)  
Tallahassee, Florida 32399  
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**ADAM H. PUTNAM  
COMMISSIONER**

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## **SECTION 1 SCOPE**

### 1.1 Purpose

This contract is for the purpose of obtaining a caterer or Vendor to provide meal services for [REDACTED] ("Sponsor" or "SFA"). Meal programs include the United States Department of Agriculture ("USDA") National School Lunch Program, Summer Food Service Program, School Breakfast Program, and/or After-School Snack Program. Sponsor is a [REDACTED] (public, private, etc.) school located in [REDACTED], Florida.

1.2 The Vendor shall provide the type of food service at sites as specified on Exhibit A for approximately [REDACTED] days. The SFA may add or remove sites and/or meal periods for programs covered by this contract from Exhibit A at any time during the period of the contract unless the addition or removal of sites and/or meal periods creates a material or substantive contract change.

1.3 The SFA reserves the right to maintain, add to, and/or remove present food and beverage vending machines in its facilities.

1.4 The VENDOR shall be an independent contractor and not an employee of the SFA. The employees of the Vendor shall be considered solely employees of the Vendor and shall not be considered employees or agents of the SFA in any fashion.

1.5 The VENDOR shall provide food service in compliance with the rules and regulations of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs.

## **SECTION 2 GENERAL CONDITIONS**

### 2.1 Prohibition of Gratuities

By submission of a quote, the Vendor certifies that no employee of the Sponsor has or shall benefit financially or materially from such quote or subsequent contract. Any contract issued as a result of this quote may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

### 2.2 Copyrights

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 2 C.F.R. Appendix II to Part 200(F)

### 2.3 Patents

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

### 2.4 Federal Debarment Certification

The prospective vendor certifies, by submission and signature of this quote, that the vendor complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and

Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

- (1) The prospective lower tier (\$25,000) participant certifies, by submission and of this quote, 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 participants shall attach an explanation to this quote.

## 2.5 Public Entity Crimes Certification

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a quote on a contract to provide any goods or services to a public entity, may not submit a quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit quotes on leases of real property to public entities, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted Vendor list.

## 2.6 Drug Free Workplace Certification

In accordance with Florida Statute 287.087, whenever two or more quotes or replies that are equal with respect to price, quality, and service are received by a school food authority for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

### **SECTION 3 SCHOOL FOOD AUTHORITY RESPONSIBILITIES**

- 3.1 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA. The SFA must authorize any deviations from the approved menu cycle.
- 3.2 The SFA may request menu changes periodically throughout the contract period and shall inform the Vendor of any adjustments to menus and monitor implementation of adjustments.
- 3.3 The SFA orders meals on a                      (specify: daily, weekly, etc.) basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a twenty-four hour notice to the Vendor.
- 3.4 The SFA shall ensure the food service is in conformance with its *Permanent Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*.
- 3.5 The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- 3.6 The SFA shall ensure USDA Foods received for use by the SFA and made available to the Vendor are utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.
- 3.7 The SFA shall maintain and visibly post applicable health certification and assure all state and local regulations are met where meals are served at the SFA facilities.

- 3.8 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.

#### **SECTION 4 VENDOR RESPONSIBILITIES**

- 4.1 The Vendor shall provide its services hereunder at all times in accordance with generally accepted standards of care and best practices in the industry.
- 4.2 The Vendor shall deliver meals as requested by the SFA to sites at the specified locations at the times listed on Exhibit A or as designated by the SFA.
- 4.3 The Vendor shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA on Exhibit B for the first 21 days of meal service. Thereafter, changes in the menu(s) may be made with prior approval of the SFA. The meals must meet the Food-Based Menu Planning Approach as designated herein by the SFA for each Term of the Contract and all subsequent renewals, if applicable. Meals must meet or exceed the calories and meet the nutrient standards for National School Lunch, School Breakfast, and/or summer meals programs for the age/grade groups of school children and as listed in Exhibit C.
- 4.4 The serving sizes provided by the SFA on the 21-day cycle menu(s) are, in most cases, based on the required minimum serving sizes stated in Exhibit C. If the serving sizes for the food items indicated on the menu(s) do not meet the required weekly calorie and nutrient standards as stated in Exhibit C, the Vendor must increase serving sizes and/or provide additional food items as necessary to meet the calorie and nutrient standards without altering the 21-day cycle menu(s). Serving sizes may not be decreased unless otherwise stated in this Small Purchase Contract. The Vendor shall provide the menu cycle to the SFA ten days prior to the month it begins.
- 4.5 The Vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels in the National School Lunch, School Breakfast, and/or Summer Food Service Program meals, as applicable.
- 4.6 The Vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. § 15b when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, USDA. In the case of a student with disabilities, the statement must be signed by a medical doctor. For students without disabilities, the statement must be signed by a recognized medical authority.
- 4.7 The Vendor shall be responsible for the quality and wholesomeness of meals up to and including delivery to the SFA.

#### **SECTION 5 USDA FOODS**

- 5.1 Any USDA Foods received for use by the SFA and made available to the Vendor shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.
- 5.2 The Vendor shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the SFA.

- 5.3 The Vendor shall manage all USDA Foods to ensure the foods are utilized in the SFA's food service.
- 5.4 The Vendor shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service. Commercially-purchased foods shall not be substituted for these foods.
- 5.5 The Vendor shall utilize all other USDA Foods, or substitute commercially-purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, in the SFA's food service.
- 5.6 The Vendor shall credit the SFA's monthly bill/invoice the current market value of all USDA foods received during each Contract Term as the foods are used in the SFA's food service. The Vendor must credit the SFA for all USDA Foods received for use in the SFA's food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.
- 5.7 Credit issued by the Vendor to the SFA for USDA foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the FDACS.
- 5.8 The current value of USDA Foods is based on the information listed on the SFA's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the FDACS.
- 5.9 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. § 210.9(b)(2).
- 5.10 At the end of each Contract Term and upon expiration or termination of the Contract, a reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the Vendor during each Contract Term for use in the SFA's food service.
- 5.11 The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting the FDACS or processor as applicable.
- 5.12 The SFA reserves the right to conduct commodity credit audits throughout each Contract Term to ensure compliance with federal regulations 7 C.F.R. Part 210 and Part 250.
- 5.13 The Vendor must accept liability for any negligence on their part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA, and shall credit the SFA either monthly or through a fiscal year-end reconciliation.
- 5.14 The SFA and Vendor shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and Vendor cannot agree on end products, the Vendor shall utilize the USDA Foods in the form furnished by the USDA.
- 5.15 If the Vendor acts as an intermediary between a processor and the SFA, the Vendor shall credit the SFA the current market value of the USDA Foods contained in the processed end products unless the processor is providing such credit to the SFA. Such credit shall be issued to the SFA on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- 5.16 The Vendor shall not enter into any processing agreements with a processor as required in subpart C of 7 C.F.R. Part 250. The Vendor shall also not enter into any subcontracts for further processing of USDA Foods.

- 5.17 The Vendor shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The Vendor must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods.
- 5.18 The SFA, the FDACS, the Auditor General, and the USDA, or their duly authorized representatives, may perform on-site reviews of the VENDOR's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 C.F.R. Part 210 and Part 250.
- 5.19 The Vendor shall return all unused USDA ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.
- 5.20 At the discretion of the SFA, the Vendor may be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.
- 5.21 The SFA shall retain title to all USDA Foods provided to the Vendor for use in the SFA's food service.
- 5.22 USDA Foods or processed end products containing USDA Foods shall not be used for catering or special functions conducted outside of the nonprofit school food service.

## **SECTION 6 INVOICING AND PAYMENT**

- 6.1 The Vendor shall submit itemized invoices to the SFA bi-weekly or monthly. Invoices shall specify the number of meals provided to the SFA and the unit price for each meal type.
- 6.2 The SFA shall pay the Vendor the unit price specified in the Quote Summary times meals provided as specified in the invoice. The SFA shall pay:
  - 6.2.1 According to the time frame as stated on the Vendor's invoice; or
  - 6.2.2 Five (5) business days after receiving Meal Claim Reimbursement; whichever occurs sooner.
  - 6.2.3 No later than forty-one days (41) calendar days of its receipt of the invoice from the Vendor.
- 6.3 The Vendor shall use the following delinquent payment notification procedures in order to exercise its right to demand payment from the SFA:
  - 18.21 For invoices not paid within forty-two (42) calendar days after the SFA received the invoice, the Vendor shall send the SFA a notice letter with a copy of the original invoice attached. The Vendor shall also provide a copy of the notice letter to the FDACS.
  - 18.22 When an invoice previously noticed when delinquent forty-two (42) calendar days is still delinquent and not paid in full within sixty-three (63) calendar days after the SFA received the invoice, the Vendor must provide a second letter to the SFA with a copy of the original invoice attached and provide a copy to the FDACS.
  - 18.23 The Vendor may suspend service or terminate its contract with the SFA if the SFA has failed to make full and complete payment for any invoice sixty-three (63) or more calendar days after the invoice was received. The Vendor's failure to terminate its contract shall not waive its right to seek payment under appropriate Florida Law and procedures.

## **SECTION 7 PURCHASES/BUY AMERICAN**

- 7.1 The Vendor shall retain title of all purchased food and nonfood items.
- 7.2 The Vendor shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States.
- 7.3 The Vendor shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.
- 7.4 The Vendor may substitute commercially-purchased foods for all other USDA Foods received. All commercially-purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- 7.5 The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- 7.6 The Vendor shall certify the percentage of U.S. content in the products supplied to the SFA.
- 7.7 The SFA reserves the right to review Vendor purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. Part 250.
- 7.8 The Vendor shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.

## **SECTION 8 EQUIPMENT**

- 8.1 The [redacted] (specify: *SFA* or *Vendor*) shall provide all equipment to hold and serve the meals.
- 8.2 The SFA shall repair and service SFA-owned equipment except when damages result from the use of less-than-reasonable care by Vendor employees as determined by the SFA.
- 8.3 The Vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all Vendor-owned property and equipment.
- 8.4 The SFA shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the Vendor.
- 8.5 The Vendor shall not remove food preparation or serving equipment owned by the SFA from the SFA's premises.
- 8.6 The SFA must give prior approval and have final authority for the purchase of equipment used for storage, preparation, serving, or delivery of school meals.
- 8.7 The Vendor shall retain title to all Vendor-owned property and equipment when placed in service.
- 8.8 Upon expiration or termination of the Contract, it shall be the Vendor's responsibility to remove all Vendor-owned property and equipment within a timely manner and without damage to SFA facilities.
- 8.9 The SFA shall retain title to all SFA-owned property and equipment when placed in service. If the property and/or equipment is amortized through the Vendor and the Contract expires or is terminated, the SFA can return the property to the Vendor for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

## **SECTION 9**



## **INSPECTION OF FACILITY**

- 9.1 The SFA, the FDACS, and the USDA reserve the right to inspect the Vendor's preparation and storage facilities, and transporting vehicles prior to award of Contract and without notice at any time during each Contract Term, including the right to be present during preparation and delivery of meals.
- 9.2 The Vendor must provide meals when requested for periodic inspection by the local or state health department or an independent agency to determine the bacterial levels in the meals served.

## **SECTION 10 DELIVERY REQUIREMENTS AND NONCOMPLIANCE**

- 10.1 Meals must be delivered in accordance with the approved menu cycle.
- 10.2 The Vendor shall provide a delivery slip with the date and the number of meals delivered. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
- 10.3 Meals must be delivered in closed-topped, sanitary vehicles.
- 10.4 Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
- 10.5 When an emergency prevents the Vendor from delivering meals, the Vendor shall notify the SFA-authorized representative or his/her designee immediately by phone indicating the reasons for the need for substitution.
- 10.6 The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
- 10.7 The SFA will obtain meals from other sources if meals are rejected or if an insufficient number of meals is delivered. The SFA will contact the Vendor immediately regarding the reasons for rejected meals or if an inadequate number of meals delivered. If the Vendor cannot replace meals in time for meal service, then the SFA can obtain meals from another source and deduct the actual cost of such meals from the monthly bill of the Vendor. The Vendor is responsible for the cost of replacement meals.
- 10.8 The SFA will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed on Exhibit A, or as otherwise stated in this Contract.

## **SECTION 11 PACKAGING REQUIREMENTS**

- 11.1 Hot meal unit—Packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 350°F (204°C) or higher.
- 11.2 Hot bulk meals must be in stainless steel containers with lids with a depth of no more than four inches.
- 11.3 Cold meal unit or unnecessary to heat—Container and overlay to be plastic or paper and non-toxic.
- 11.4 Cold meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.

- 11.5 Cartons—Each carton shall be labeled to meet state or local requirements. Label should include the following:
- Processor's name, address, and zip code
  - Food items and meal type
  - Date of production
  - Quantity of individual units per carton
- 11.6 VENDOR shall insert non-food items that are necessary for the meal to be eaten. Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils.
- 11.7 All refrigerated food shall be delivered at an internal temperature of 40°F or below.
- 11.8 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.
- 11.9 All hot food shall be delivered with an internal temperature of 135°F or above.

## **SECTION 12 MEAL PRICING**

- 12.1 All quotes must be calculated based on the menu(s) in Exhibit B. Milk will be supplied by the [REDACTED] (specify: Vendor or SFA).
- 12.2 The price per meal must include the meal [REDACTED] (specify: excluding or including) milk, condiments applicable to the menu, serving utensils if applicable, packaging and containers needed to transport food in a sanitary manner, and transportation to and from the SFA.
- 12.3 All quotes must be submitted using the *Quote Summary* form attached herein. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.
- 12.4 The quote price(s) must be calculated net of applicable discounts, rebates, and credits received by the Vendor and must not include the use of commodities, alternate pricing structures such as guaranteed commodity credits, or Offer Versus Serve credits unless otherwise stated herein.
- 12.5 The SFA is not obligated to purchase any minimum number or dollar amount of meals under this Contract.
- 12.6 The VENDOR shall receive a fixed meal rate for each reimbursable school breakfast, school lunch, after-school snack and/or summer food service meal served.
- 12.7 The VENDOR must submit all invoices pertaining to the SFA nonprofit food service within 30 days of the last day of each month or the final day of the program.
- 12.8 The VENDOR shall receive no payment for meals that are spoiled or unwholesome at the time of serving, that do not meet the detailed specifications for each food component or menu item in accordance with 7 C.F.R. Part 210, or that do not otherwise meet the requirements of the Contract.
- 12.9 The VENDOR cannot provide guaranteed USDA Foods credits. The VENDOR shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods as designated herein. Credit issued by the VENDOR to the SFA for USDA Foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as

issued by the FDACS. Prior to the expiration of each Contract Term, the SFA shall be credited in full for all USDA Foods received.

- 12.10 The VENDOR shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
- 12.11 The fixed meal rate for meals must be calculated as if no commodities were available.

### **SECTION 13 REVENUE**

- 13.1 The SFA shall receive all revenue from the food service.
- 13.2 All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's nonprofit food service account.
- 13.3 If reimbursement is denied as a direct result of the failure of the Vendor to comply with the provisions of this Contract, the Vendor shall assume responsibility for the amount denied.

### **SECTION 14 LICENSES, CERTIFICATIONS, AND TAXES**

- 14.1 The Vendor shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals, if applicable, and must maintain this health certification for each Contract Term.
- 14.2 Throughout the Term of the Contract and each Renewal Term, the Vendor shall obtain and maintain all applicable licenses, permits, and health certifications required by federal, state, and local law.

### **SECTION 15 RECORD KEEPING**

- 15.1 The VENDOR shall retain all records relating to food service production and delivery for the initial contract and all subsequent renewals for a period of five years either from the date the final contract renewal period has expired, receipt of final payment under the contract is recorded, or after the SFA submits the final Claim for Reimbursement for the final fiscal year of the contract, whichever occurs last.
- 15.2 The VENDOR shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following:
  - 15.2.1 The receipt, use, storage, and inventory of USDA Foods;
  - 15.2.2 Monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and
  - 15.2.3 Documentation of credits issued to the SFA for USDA Foods received.
- 15.3 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.
- 15.4 The VENDOR accepts liability for any overclaims due to FSMC negligence or noncompliance with regulations, including those overclaims based on review or audit findings.

- 15.5 All records relating to the Contract, including subsequent renewal Terms, if applicable, are property of the SFA and shall be maintained in original form on SFA premises for the duration of the Contract. At any time during the Contract, the SFA reserves the right to require the VENDOR to surrender all records relating to the Contract to the SFA within 30 days of such request. Such records shall include, but are not limited to:
- All data, materials, and products created by the VENDOR on behalf of the SFA and in furtherance of the Services
  - Production records, including quantities and amounts of food used in preparation of each meal and food component of menus
  - Standardized recipes and yield from recipes as deemed necessary per the requirements of paragraph 15.8
  - Processed product nutritional analysis
  - Dates of preparation of meals
  - Number of meals and locations where meals were delivered
  - Signed delivery slips
  - Nutritional content of individual food items and meals as delivered
  - Bills charged to SFA for meals delivered under this contract including the credit of USDA foods where applicable
  - Inventory records
  - Food and bid specifications
  - All documents and records as noted in this *Small Purchase Contract*
- 15.6 Upon expiration or termination of the Contract, the VENDOR shall surrender all records as noted above, relating to the initial Contract and all subsequent renewal Terms, if applicable, to the SFA within 30 days of the Contract expiration or termination.
- 15.7 The SFA shall retain all records relating to the initial contract and all subsequent renewals for the longer of the retention periods required by federal, state or local laws and regulations that govern the SFA regarding recordkeeping and records retention.
- 15.8 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

## **SECTION 16 TERMS AND TERMINATION**

- 16.1 This Contract is effective for a one-year period commencing \_\_\_\_\_ or upon written acceptance of the Contract, whichever occurs last, through \_\_\_\_\_, (the "Contract Term" or "Term") with options to renew yearly not to exceed four additional years (each a "Renewal Term").
- 16.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods.
- 16.3 Either the SFA or VENDOR can terminate this Contract for cause or for convenience with a sixty- (60) day written notification. Following sixty- (60) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the VENDOR.
- 16.4 Following any termination for convenience, the VENDOR shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination. The SFA shall have the right to receive services from the Contractor through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.

- 16.5 Notwithstanding the notice period in paragraph 16.3, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the VENDOR if the SFA determines that the actions, or failure to act, of the VENDOR, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the SFA determines that the VENDOR lacks the financial resources to perform under the Contract.
- 16.6 If the VENDOR fails to perform to the SFA's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the VENDOR requesting that the breach or noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any VENDOR default shall be borne by the VENDOR at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the VENDOR upon demand.
- 16.7 Neither the VENDOR nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). The SFA may cancel the Contract without penalty if the VENDOR's performance does not resume within 30 days of the VENDOR's interruption of services due to an Act of God.
- 16.8 The only rates and fees that may be adjusted in subsequent Contract Terms are the fixed rates contained herein. Before any fixed rate adjustments can be implemented as part of a Contract renewal agreement, the VENDOR shall document to the SFA, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent Contract Terms must not exceed the *Consumer Price Index for Urban Consumers—Food Away From Home* annualized rate for December of the current school year. Individual per meal fixed rate and applicable fixed fee increases cannot exceed the CPI as stated above. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost.

## **SECTION 17 GENERAL CONTRACT TERMS**

- 17.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA.
- 17.2 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and VENDOR and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.
- 17.3 Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 17.4 Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.
- 17.5 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.

- 17.6 Payments on any claim shall not prevent the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.
- 17.7 It is further agreed between the SFA and VENDOR that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this Contract.
- 17.8 The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*, and any additions or amendments.
- 17.9 If the value of this Contract will exceed \$100,000, the SFA and VENDOR hereby attest to compliance with all applicable standards, orders, and regulations, including but not limited to:
- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*);
  - *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (2 C.F.R Appendix II to Part 200); and
  - *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (2 C.F.R Appendix II to Part 200).
- 17.10 The VENDOR certifies compliance with:
- Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871);
  - Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5);
  - Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
  - Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3); and
  - Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
  - Procurement of Recovered Materials. (Stat. 200.322 Solid Waste Disposal Act)
- 17.11 The VENDOR is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- 17.12 The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the VENDOR. The SFA has full responsibility for ensuring the terms of the Contract are fulfilled.
- 17.13 Piggybacking: A SFA may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the awarded Vendor will permit purchases by an SFA at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board. This process, commonly referred to as “piggybacking,” is not a method for procuring goods and services, but is an option SFAs may use in an effort to obtain the most economical prices for needed items. Piggybacking on a contract will not be approved by the FDACS if it will cause a substantive change to this solicitation.
- 17.14 To the fullest extent permitted by law, the VENDOR agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act

(whether negligent, willful, wrongful, or otherwise) by the VENDOR, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the VENDOR or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the VENDOR herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the VENDOR's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

## SECTION 18 FOOD SPECIFICATIONS

- 18.1 All USDA Foods offered to the SFA and made available to the VENDOR are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

For all other food components, specifications shall be as follows:

- 18.2 All breads, bread alternates, and grains must be whole grain or whole grain-rich. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on USDA's *Exhibit A: School Lunch and Breakfast*. Ready-to-Eat (RTE) breakfast cereals must list a whole grain as the primary ingredient and the cereal must be fortified. RTE cereals that are made from 100 percent whole grains do not have to be fortified. If applicable, product should be in moisture-proof wrapping and pack-code date provided.
- 18.3 All meat and poultry must have been inspected by the USDA and must be free from off color or odor.
- 18.3.1 Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat or better.
- 18.3.2 Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from the USDA.
- 18.3.3 For breaded and battered meat/meat alternate items, all flours must be whole grain or whole grain-rich and breading/batter must not make up more than 30 percent of the weight of the finished product. Note: Manufacturers producing qualifying products (meat/meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.
- 18.3.4 For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.
- 18.4 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork and/or poultry. No meat by-products, fillers, extenders, non-fat milk solids, or cereal will be allowed except to include those products containing Alternate Protein Products (APP) within the limits specified in 9 CFR 319.180(e) and meeting the requirements of Appendix A of 7 CFR 210, 220, 225, and 226. No other binders and extenders may be used in conjunction with the APP to receive the ounce per ounce crediting. Meats must not show evidence of greening, streaking, or other discoloration.
- 18.5 All cheese should be free of mold and undesirable flavor and odors; pasteurized when applicable; and preferably reduced- or low-fat. Hard cheese should have a bright, uniform, attractive appearance, and demonstrate satisfactory meltability. Soft (e.g., cottage cheese) and hard cheese should have a pleasing flavor; and contain proper moisture and salt content. Cream cheese, if offered, maybe offered as a extra food or condiment. Any item labeled as "imitation" cheese or cheese "product" does not meet the requirements for use in food-based menu planning approaches and are not creditable toward meal pattern requirements.

- 18.6 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term “oz. eq. grains” on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms “bread” or “bread alternate” on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.
- 18.7 All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fruits must meet the food distributors’ second-quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- 18.8 All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fresh vegetables must meet the food distributors’ second-quality level. Fresh vegetables should have characteristic color and good flavor, be well shaped, and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- 18.9 All canned vegetables must meet the food distributors’ first quality level (extra fancy and fancy) and should be reduced-sodium, low-sodium or no added salt.
- 18.10 All canned fruits must meet the food distributors’ second quality level (standard). Canned fruit must be packed in juice, water or light syrup, and all frozen or dried fruit must have no added sweetener (nutritive or non-nutritive).
- 18.11 All fruit juices must be 100 percent, full strength juice.
- 18.12 Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- 18.13 Sauces, (i.e., spaghetti, pizza) and gravy must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- 18.14 If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- 18.15 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 18.16 When the specification calls for “Brand Name or Equivalent”, the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.
- 18.17 Breakfast and lunch program meals must meet the sodium target level prescribed in 7 C.F.R. section 210.10 for the applicable school year.
- 18.18 Nutrition labels or manufacturer specifications must indicate zero grams of added trans-fat (less than 0.5 grams) per serving. Meats that contain a minimal amount of naturally-occurring trans fats are allowed in the school meal programs.
- 18.19 USDA requires SFA’s to offer two fluid milk choices daily. Fluid milk choices must be from unflavored low-fat (1 percent milk fat) or fat-free, flavored or unflavored.



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

Sponsor Number 01-\_\_\_\_\_

### QUOTE SUMMARY

#### Small Purchase Contract Nonprofit School Food Service

This document contains a solicitation for the provisions of meals to a nonprofit food service program for the period beginning \_\_\_\_\_, [Mo/Day/Year], and ending \_\_\_\_\_, [Mo/Day/Year], and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the Vendor and the school food authority (SFA). The Vendor shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/Contract.

**PER MEAL RATES MUST BE QUOTED AS IF NO USDA DONATED FOODS WILL BE RECEIVED**

	<u>Units<sup>1</sup></u>	<u>Rate</u>	<u>Total<sup>2</sup></u>
1. Reimbursable Breakfast	1. _____	1. _____	1. _____
2. Reimbursable Lunches (K-5)	2. _____	2. _____	2. _____
2. Reimbursable Lunches (6-8)	2. _____	2. _____	2. _____
2. Reimbursable Lunches (9-12)	2. _____	2. _____	2. _____
3. Reimbursable After-School Snacks	3. _____	3. _____	3. _____
Total Estimated Amount of Contract <sup>2</sup>			\$ _____

<sup>1</sup> "Units" equals the number of estimated students participating daily in NSLP, multiplied by the number of days meals will be served during the Contract Term.

<sup>2</sup>All totals must be carried out to the second decimal place and must not be rounded.

By submission of this quote, the vendor certifies that in the event the vendor receives an award under this request, the vendor shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year Renewal Terms.

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Vendor Title Date

**CONTRACT ACCEPTANCE (SPONSOR)**

\_\_\_\_\_  
Name of Sponsor Representative Title

\_\_\_\_\_  
Signature of Authorized Sponsor Representative Date



**EXHIBIT B, PART 1**  
**Food-Based Meal Pattern**  
**21-Day Cycle Menu for K – 8<sup>th</sup> Grade**  
**Lunch**

	1	2	3	4	5	VEG Weekly cup portions
M/MA	3-4 oz. Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz. Cheese Sauce (2 oz. eq. M/MA)	4.5 oz. Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese = 2.5 oz. eq. M/MA)	3 oz. Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	4.5 oz. slice Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x 1/2 cup Dark Green
G/B	1 oz. WGR Dinner Roll (1 oz. eq. grain)	1/2 c. WGR Pasta Macaroni (1 oz. eq. grain)	1.5 oz. 8" WGR Tortilla (1.5 oz. eq. grain)	2 oz. WGR Bun (2 oz. eq. grain)	2 oz. WGR Pizza Crust (2 oz. eq. grain)	x 3/4 cup Red/Orange
	1/2 c. Seasoned WGR Brown Rice		1 oz. WGR Tortilla Chips			x 1/2 cup Beans/Peas
Fruit	1/2 c. 1/2 cup Peaches	1/2 c. 1/2 cup Fresh Apple Slices	1/2 c. 1/2 cup Pineapple Chunks	1/2 c. 1/2 cup Cinnamon Applesauce	1/2 c. 1/2 cup Fresh Orange Wedges	x 1/2 cup Starchy
Veg	3/4 c. 1 cup Baked Beans = 3/4 cup credit (USDA I-06)	3/4 c. 1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	3/4 cup 1 Cup (1/2 Cup credit) Iceberg Lettuce	1 cup 3/4 cup Baked Potato Wedges	3/4 c. 3/4 cup Baby Carrots	x 1/2 cup Other
			1/4 cup Salsa	1/4 cup lettuce (1/8 cup credit) & 1/8 cup onion, pickles (garnish)	FF Ranch	x 1 cup Add'l
						x Grains (9.5 oz.)
M/MA	4 pieces (4 oz.) Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	1 Cup Spaghetti (1/2 cup meat sauce = 2 oz. eq. M/MA)	2 oz. BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	3 oz. Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz. Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	x 1/2 cup Dark Green
G/B	1 oz.-1.25 oz. WGR Nugget Breading (1-1.25 oz. eq. grain)	1/2 c. WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz. WGR Bun (2 oz. eq. grain)	1 oz. 6" WGR Tortilla (1 oz. eq. grain)	2 oz. WGR Bread (2 oz. eq. grain)	x 3/4 cup Red/Orange
	1 oz. WGR Dinner Roll (1 oz. eq. grain)					x 1/2 cup Beans/Peas
Fruit	1/2 c. 1/2 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	1/2 c. 1/2 cup Fresh Banana	1/2 c. 1/2 cup Fruit Cocktail	1/2 c. 1/2 cup Cantaloupe Wedges	1/2 c. 1/2 cup Pears	x 1/2 cup Starchy
						x 1/2 cup Other



Fruit	1/2 c.	1/2 cup Baked Cinnamon Apples	1/2 c.	1/2 cup Fresh Pineapple Chunks	1/2 c.	1/2 cup Fresh Banana	1/2 c.	1/4 cup Sliced Kiwi with 1/4 cup Red Grapes	1/2 c.	1/2 cup Fresh Melon(s)	x	1/2 cup Starchy
Veg	3/4 c.	3/4 Cup Black Beans	3/4 c.	1/2 cup Broccoli, Steamed 1/4 cup Oriental Veg (Stir Fry)	1 cup	3/4 cup Carrot Sticks 1/4 cup Tomato Sauce	3/4 c.	3/4 Cup Tater Tots	3/4 c.	1 Cup (1/2 Cup credit) Iceberg Lettuce 1/4 cup Tomatoes, Onion (Salsa)	x	1/2 cup Other 1 cup Add'l
											x	Grains (8.5 oz.)
MMA	21	1 Each	Breaded Chicken Patty ( 3 oz. = 2 oz. eq. M/MA)	It is recommended to utilize USDA recipe to prepare menu items when applicable. WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate								
G/B		1 oz.	Whole Grain Rich Bun (1 oz. eq. grain)	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored. The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.								
Fruit		1/2 c.	1/2 cup Fresh Apple Slices	Products may be brand name or equivalent as stipulated in this contract. The contractor is encouraged to incorporate low sodium products.								
Veg		1-3/4 cup	1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings 1/4 cup Tomatoes 3/4 cup Crinkle Cut Fries	Required average daily calorie range per 5-day week = 600-650 *Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, Mesclun, and green and red leaf lettuce. Grains must meet the designated ounce equivalents per the menu guidelines. Light, low-fat, non-fat, and low- sugar products/food items are to be used as necessary to meet the average daily calorie range. Condiments to be included,								

**EXHIBIT B, PART 1**  
**Food-Based Meal Pattern**  
**21-Day Cycle Menu for 9<sup>th</sup> – 12<sup>th</sup> Grade**  
**Lunch**

		1	2	3	4	5	VEG Weekly cup portions	
M/MA	3-4 oz.	Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz. Cheese Sauce (2 oz. eq. M/MA)	4.5 oz. Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese= 2.5 oz. eq. M/MA)	3 oz. Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	4.5 oz. slice Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1/2 cup WGR Pasta—Macaroni (1 oz. eq. grain)	1.5 oz. 8" WGR Tortilla (1.5 oz. eq. grain)	2 oz. WGR Hamburger Bun (2 oz. eq. grain)	2 oz. WGR Pizza Crust (2 oz. eq. grain)	x	1-1/4 cup Red/Orange
	1/2 cup	Seasoned WGR Brown Rice (1 oz. eq. grain)	1 oz. WGR Dinner Roll (1 oz. eq. grain)	1 oz. WGR Tortilla Chips (1 oz. eq. grain)			x	1/2 cup Beans/Peas
Fruit	1 cup	1 cup Peaches	1 cup 1/2 cup 100% Fruit Blend Juice	1 cup 1 cup Pineapple Chunks	1 cup 1 cup Cinnamon Applesauce	1 cup 1 cup Grapes	x	1/2 cup Starchy
			1/2 cup Fresh Apple Slices				x	3/4 cup Other
Veg	1 cup	1 -1/3 Cup Baked Beans = 1 Cup credit (USDA I-06)	1 cup 2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup 1-1/2 Cup (3/4 Cup credit) Iceberg Lettuce	1 cup 1 Cup Baked Potato Wedges	1 cup 1 Cup Baby Carrots	x	1-1/2 cup Add'l
				1/4 Cup Salsa		FF Ranch		
							x	Grains (10.5 oz)
M/MA	4 pieces (4 oz.)	Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	1 Cup Spaghetti (1/2 Cup meat sauce = 2 oz. eq. M/MA)	2 oz. BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	3 oz. Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	2 oz. Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1 oz.-1.25 oz.	WGR Nugget Breading (1-1.25 oz. eq. grain)	1 cup WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz. WGR Bun (2 oz. eq. grain)	2 oz. 10" WGR Tortilla (2 oz. eq. grain)	2 oz. WGR Bread (2 oz. eq. grain)	x	1-1/4 cup Red/Orange
	1 oz.	WGR Dinner Roll (1oz. eq. grain)	1 oz. Garlic Bread (1 oz. eq. grain)				x	1/2 cup Beans/Peas
Fruit	1 cup	1 cup Fresh Fruit Mix—Grapes,	1 cup 1/2 cup Fresh Banana	1 cup 1 cup Fruit Cocktail	1 cup 1 cup Cantaloupe Wedges	1 cup 1 cup Pears	x	1/2 cup Starchy

		Blueberries, Strawberries		1/2 cup 100% Apple Juice						x	3/4 cup Other	
Veg	1 cup	1 cup Black Beans	1-1/4 cup	2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings 1/4 Cup Tomato Sauce	1 cup	1 Cup Baked Sweet Potato Fries	1 cup	1 Cup Sweet Peas	1 cup	1 Cup Green Beans	x	1-1/2 cup Add'l
										x	Grains (10-10.25 oz)	
M/MA	11	Chili (2 oz. cooked beef = 2 oz. eq. M/MA)	12	Turkey and Cheese Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/MA)	13	Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/MA)	14	Chicken Fajita (USDA D-40- 1 fajita = 2 oz. eq. M/MA)	15	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1/2 Cup	WGR Oyster Crackers (1 oz. eq. grain)	1 oz.	WGR Croutons (1 oz. eq. grain)	1.5 oz.	WGR Hot Dog Bun (1.5 oz. eq. grain)	1 oz.	6" WGR Tortilla (1 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	x	1-1/4 cup Red/Orange
	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1 oz.	WGR Soft Breadstick (1 oz. eq. grain)	1 oz.	Hard Pretzels ( 1 oz. eq. grain)	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)			x	1/2 cup Beans/Peas
Fruit	1 cup	1 cup Mixed Fruit	1 cup	1 cup Watermelon	1 cup	1/2 cup Fresh Apple 1/2 cup 100% Fruit Punch Juice	1 cup	1 cup pineapple chunks	1 cup	1 cup Grapes	x	1/2 cup Starchy
Veg	1 cup	1 cup Variety Beans (Chili)	1 cup	2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup	1 Cup Cucumber Sticks	1-1/4 cup	3/4 cup Mexicali Corn 1/4 cup Salsa	1 cup	1 Cup Baby Carrots	x	3/4 cup Other
										FF Ranch	x	1-1/2 cup Add'l
											x	Grains (10.5 oz)
M/MA	16	Baked Breaded Chicken Tenders ( 5 pieces = 2 oz. eq. M/MA)	17	Pork Stir Fry (2 oz. cooked pork = 2 oz. eq. M/MA)	18	Ziti- (1/2 Cup turkey meat sauce = 2 oz. eq. M/MA)	19	Hot Turkey and Cheese (Sub)	20	Beef Burrito (2 oz. cooked beef = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	5 pieces (3 oz.)	WGR Biscuit (1 oz. eq. grain)	2 oz.	WGR Brown Rice (2 oz. eq. grain)	1 Cup	WGR Pasta- Ziti (1/2 Cup pasta = 1 oz. eq. grain)	4.66 oz.	1.66 oz. Turkey & 1 oz. Cheese = 2 oz. eq. M/MA)	1 Each	8"WGR Tortilla (1.5 oz. eq. grain)	x	1-1/4 cup Red/Orange
	1 oz.		1 c.		1/2 c.		2 oz.	WGR Bun (2 oz. eq. grain)	1.5 oz.			

Fruit	1 oz. WG Tenders Breading (1 oz. eq. grain)		1 oz. Garlic Bread (1 oz. eq. grain)		1 oz. WGR Tortilla Chips (1 oz. eq. grain)			x	1/2 cup Beans/Peas
	1 cup 1 cup Baked Cinnamon Apples	1 cup 1 cup Pears	1 cup 1/2 cup Fresh Banana	1 cup 1/2 cup Sliced Kiwi with	1 cup 1 cup Fresh Melon(s)			x	1/2 cup Starchy
			1/2 cup 100% Apple Juice	1/2 cup Red Grapes				x	3/4 cup Other
Veg	1 cup 1 -1/3 Cup Baked Beans = 1 Cup credit (USDA I-06)	1 cup 3/4 cup Broccoli	1-1/4 cup 1 cup Carrot Sticks	1 cup 1 cup Tater Tos	1-1/4 cup 2 Cups (1 Cup credit) Iceberg Lettuce			x	1-1/2 cup Add'l
		1/4 cup Oriental Veg (Stir Fry)	1/4 cup Tomato Sauce		1/4 cup Tomatoes, Onion (Salsa)				
								x	Grains (10.5 oz)

M/MA	21		WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate						
G/B	2 oz.	Breaded Chicken Patty ( 3 oz. = 2 oz. eq. M/MA)	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.						
	2 oz.	Whole Grain Rich Bun (2 oz. eq. grain)	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.						
			Products may be brand name or equivalent as stipulated in this contract.						
			The contractor is encouraged to incorporate low sodium products.						
Fruit	1 cup	1 cup Fresh Apple Slices	Required average daily calorie range per 5-day week = 750–850 *Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, Mesclun, and green and red leaf lettuce.						
Veg	1-3/4 cup	1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	Grains must meet the designated ounce equivalents per the menu guidelines.						
		1/4 cup Tomatoes	Light, low-fat, non-fat, and low- sugar products/food items are to be used as necessary to meet the average daily calorie range.						
		3/4 cup Crinkle Cut Fries	Condiments to be included, It is recommended to utilize USDA recipe to prepare menu items when applicable.						



**EXHIBIT B, PART 2**  
**Food-Based Meal Pattern**  
**21-Day Cycle Menu for K – 12<sup>th</sup> Grade**  
**Breakfast**

<p><b>1</b></p> <p>G/B 1.2 oz. WGR Pancakes (1 o.z eq. grain)</p> <p>G/B or 1 oz. Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)</p> <p>M/MA</p> <p>F/V 1/2 c. Fresh Blueberries</p> <p>1/2 c. 100% Pineapple Juice</p> <p>Syrup</p>	<p><b>2</b></p> <p>1 oz. WGR Toast (1 oz. eq. grain)</p> <p>1/2 egg Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies</p> <p>1/2 c. Orange Wedges</p> <p>1/2 c. 100% Orange Juice</p> <p>1/4 c. Mushrooms, Red/Green Peppers, and Onions</p>	<p><b>3</b></p> <p>1 oz. WGR English Muffin (1 oz. eq. grain)</p> <p>1 oz. 1/2 Egg (1 oz. eq. M/MA)</p> <p>1/2 oz. Low-fat Cheese (.5 oz. eq. M/MA)</p> <p>1/2 c. Fresh Strawberries</p> <p>1/2 c. 100% Apple Juice</p>	<p><b>4</b></p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>4 oz. Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)</p> <p>1/2 c. Fresh Banana</p> <p>1/2 c. 100% Grape Juice</p>	<p><b>5</b></p> <p>2 oz. WGR Bagel (2 oz. eq. grain) w/ Low-Fat cream cheese</p> <p>1/2 c. Fresh Apple Slices</p> <p>1/2 c. 100% Fruit Punch Juice</p>
<p><b>6</b></p> <p>G/B ½ c. WGR Oatmeal (1 oz. eq. grain)</p> <p>G/B or 2 oz. WGR Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)</p> <p>M/MA</p> <p>F/V 1/2 c. Cinnamon Apples</p> <p>1/2 c. 100% Pineapple Juice</p>	<p><b>7</b></p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>2 oz. WGR Apple Muffin (2 oz. = 2 oz. eq. grain)</p> <p>1/4 c. Raisins (1/4 c. credits 1/2 c.)</p> <p>1/2 c. 100% Orange Juice</p>	<p><b>8</b></p> <p>2.4 oz. WGR Waffles (2.4 oz. = 2 oz. eq. grain)</p> <p>1/2 c. Pineapple</p> <p>1/2 c. 100% Apple Juice</p> <p>Syrup</p>	<p><b>9</b></p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>1 oz. WGR Animal Crackers (1 oz. = 1 oz. eq. grain)</p> <p>1/2 c. Pears</p> <p>1/2 c. 100% Grape Juice</p>	<p><b>10</b></p> <p>1 oz. WGR English Muffin</p> <p>2 Tbsp. Peanut Butter ( 2 Tbsp. = 1 oz. eq. M/MA)</p> <p>1/2 c. Peaches</p> <p>1/2 c. 100% Fruit Punch Juice</p>
<p><b>11</b></p>	<p><b>12</b></p>	<p><b>13</b></p>	<p><b>14</b></p>	<p><b>15</b></p>

<p>G/B 4.8 oz. WGR French Toast (4.8 oz. = 2 oz. eq. grain)</p> <p>G/B or M/MA</p> <p>F/V 1/2 c. Applesauce</p> <p>1/2 c. 100% Pineapple Juice</p> <p>Syrup</p>	<p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>1/2 c. Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)</p> <p>Fresh Banana</p> <p>100% Orange Juice</p>	<p>1 oz. WGR Biscuit (1 oz. eq. grain)</p> <p>1 oz Egg (1/2 egg = 1 oz. eq. M/MA)</p> <p>1/2 oz Low-fat Cheese (.5 oz. eq. M/MA)</p> <p>1/2 c. Orange Wedges</p> <p>1/2 c. 100% Apple Juice</p>	<p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>2 oz. Hard Boiled Egg (1 egg = 2 oz. eq. M/MA)</p> <p>1/2 c. Mixed Fruit</p> <p>1/2 c. 100% Grape Juice</p>	<p>1 oz. WGR Toast (1 oz. eq. grain)</p> <p>1/2 egg Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies</p> <p>1/2 c. Fresh Blueberries</p> <p>1/2 c. 100% Orange Juice</p> <p>1/4 c. Mushrooms, Red/Green Peppers, and Onions</p>
<p>16</p> <p>G/B 1/2 c. WGR Oatmeal (1 oz. eq. grain)</p> <p>G/B or M/MA 2 oz. Whole Grain Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)</p> <p>F/V 1/2 c. Cinnamon Apples</p> <p>1/2 c. 100% Pineapple Juice</p>	<p>17</p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>2 oz. WGR Blueberry Muffin (2 oz. = 1 oz. eq. grain)</p> <p>1/2 c. Pineapple</p> <p>1/2 c. 100% Orange Juice</p>	<p>18</p> <p>2.4 oz. WGR Waffles (2.4 oz. = 2 oz. eq. grain)</p> <p>1/2 c. Peaches</p> <p>1/2 c. 100% Apple Juice</p> <p>Syrup</p>	<p>19</p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>1 oz. WGR Graham Crackers (1 oz. = 1 oz. eq. grain)</p> <p>1/2 c. Fresh Strawberries</p> <p>1/2 c. 100% Grape Juice</p>	<p>20</p> <p>2 oz. WGR Breakfast Muffin (2 oz. = 1 oz. eq. grain)</p> <p>1 oz. Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA)</p> <p>1/2 c. Fresh Apple Slices</p> <p>1/2 c. 100% Fruit Punch Juice</p>
<p>21</p> <p>G/B 1.2 oz. Whole Grain Rich Pancakes (1.2 oz. = 1 oz. eq. grains)</p> <p>G/B or</p>	<p>WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate</p> <p>A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.</p> <p>The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.</p> <p>Grains and meat/meat alternates must meet the designated ounce equivalents per the menu guidelines.</p>			

			<p>The breakfast menu must meet the 2013–2014 meal pattern requirements for all components, including the whole grains and daily one-cup fruit requirements, with the exception of the sodium targets which are not required to be met until required per the meal pattern guidelines (2014–2015: Sodium Target 1).</p>
M/MA	1 oz.	Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)	Condiments to be included.
F/V	1/2 c.	Mixed Fruit	The contractor is encouraged to incorporate low sodium products.
	1/2 c.	100% Orange Juice	

**EXHIBIT C**  
**FOOD BASED NUTRITION STANDARDS**  
**FOR MENU PLANNING**  
**NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM**

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5	Grades 6-8	Grades 9-12	Grades K-5	Grades 6-8	Grades 9-12
Meal Pattern	Amount of Food <sup>a</sup> Per Week (Minimum Per Day)					
Fruits (cups) <sup>b,c</sup>	5 (1)	5 (1)	5 (1)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) <sup>b,c</sup>	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green <sup>d</sup>	0	0	0	½	½	½
Red/Orange <sup>d</sup>	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) <sup>d</sup>	0	0	0	½	½	½
Starchy <sup>d</sup>	0	0	0	½	½	½
Other <sup>d,e</sup>	0	0	0	½	½	¾
Additional Veg to Reach Total <sup>f</sup>	0	0	0	1	1	1½
Grains (oz. eq.)	7 (1)	8 (1)	9 (1)	8 (1)	8 (1)	10 (2)
Meats/Meat Alternates (oz. eq.)	0 <sup>g</sup>	0 <sup>g</sup>	0 <sup>g</sup>	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <sup>h</sup>	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>						
Min-max calories (kcal) <sup>h,i,o</sup>	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) <sup>i</sup>	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) <sup>i,j</sup>	≤ 540	≤ 600	≤ 640	≤ 1,230	≤ 1,360	≤ 1,420
Target 1, 2014-2015						
Target 2, 2017-2018	≤ 485	≤ 535	≤ 570	≤ 935	≤ 1,035	≤ 1,080
Target 3, 2022-2023	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat <sup>k</sup>	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans fat</u> per serving.					

<sup>a</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.

<sup>b</sup>One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

<sup>c</sup>For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).

<sup>d</sup>Larger amounts of these vegetables may be served.

<sup>e</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in § 210.10(c)(2)(iii).

<sup>f</sup>Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>g</sup>There is no separate meat/meat alternate component in the SBP. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

<sup>h</sup>The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

<sup>i</sup>Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

<sup>j</sup>Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

## Attachment I

### Certificate of Independent Price Determination

Both the Institution or facility and the Caterer (bidder) shall execute this Certificate of Independent Price Determination.

\_\_\_\_\_  
Name of Institution

\_\_\_\_\_  
Name of Caterer

A. By submission of this offer, the bidder certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this Invitation to Bid:

- 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 bidder 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 bidder and will not knowingly be disclosed by the bidder prior to opening of this advertised bid directly or indirectly to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Caterer certifies that:

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

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

\_\_\_\_\_  
**Signature of Authorized Sponsor Representative**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
**Signature of Authorized Vendor Representative**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Note: Accepting a bidder's offer does not constitute award of the contract.

**ATTACHMENT II**  
**NON-COLLUSIVE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says that:

BIDDER is the

\_\_\_\_\_,

(Owner, Partner, Officer, Representative or Agent)

QUOTER is fully informed respecting the preparation and contents of the attached quote and of all pertinent circumstances respecting such quote;

Such quote is genuine and is not a collusive or sham quote;

Neither the said QUOTER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other QUOTER, firm or \_\_\_\_\_ person to submit a collusive or sham quote in connection with the Contract for which the attached quote has been submitted; or to refrain from quoting in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any QUOTER, firm, or person to fix the price or prices in the attached quote or any other QUOTER, or to fix any overhead, profit, or cost element of the Quote Price or the Quote Price of any other QUOTER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached quote are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the QUOTER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires:  
\_\_\_\_\_