

Invitation for Bid and Contract

Prototype to Contract for Vended School Meal Services for the National School Lunch and School Breakfast Programs

This prototype document is provided by the Tennessee School Nutrition Program for use by a school food authority (SFA) initiating a new contract with a vended meals company to provide meal services for the National School Lunch and School Breakfast programs. In order to ensure compliance with federal and state regulations and statutes, the SFA must thoroughly read the guidance document developed by the USDA, "Contracting with Food Service Management Companies: Guidance for School Food Authorities." That document can be found [here](#).

In addition, all documents used in the bid solicitation process, including the contract, must be reviewed by the Tennessee School Nutrition Program prior to beginning the bid solicitation process and execution of the contract, per 7 CFR 210.19(a)(5). When the state agency develops a prototype contract for use by the SFA that meets the provisions and standards, the review of the contract documents will be limited to changes made to that contract document. If the documents submitted are deemed in compliance with federal and state regulations and statutes, the Tennessee School Nutrition Program will provide written notification authorizing the SFA to begin the bid solicitation process.

The Tennessee School Nutrition Program is not a party to any contractual relationship between an SFA and a vended meals company, nor is the Tennessee School Nutrition Program obligated, liable, or responsible for any action or inaction taken by an SFA or a vended meals company based on this prototype, or under the state or National School Lunch or School Breakfast programs. Our office is here to support compliance, but as always, please consult with your board attorney or legal counsel regarding any legal questions.

Remove and do not include this page with your bid documents

(Sample Cover Page)

Invitation for Bid and Contract

Nonprofit School Food Service Vended Meal Services

Name of School/District

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- 1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- 2) fax: (202) 690-7442; or
- 3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Section 1: Instructions to Bidders

(Delete these instructions: The SFA is responsible for completing this required section. This section outlines the purpose of your solicitation and provides general information regarding the bid procedures. This section may be in bulleted or narrative-letter format. Be sure to include the information below. Everything in red must be deleted or replaced with the correct information.)

- 1.1. Notice of bid—Outline the purpose of this solicitation (to seek bids for...be sure to include all meals/programs).
- 1.2. Pre-bid meeting/facility tour information, if applicable.
- 1.3. Bid submission date (include to whom, what, when, where, and how—see 2.1).
- 1.4. Questions—How questions will be handled (to whom should questions be addressed, within what time period—keep in mind 1.7 below, in writing only or by phone, how questions will be answered—in writing only).
- 1.5. Hereinafter, school food authority (SFA) shall refer to (insert school/district name).
- 1.6. Hereinafter, vendor shall refer to the contractor awarded this contract.
- 1.7. If clarification of the specifications/instructions is required, the SFA will clarify the specifications/instructions in the form of an addendum issued to all prospective bidders. If the SFA issues any changes to this Invitation for Bid (IFB), acknowledgement of receipt of such changes should be made to the SFA in writing, signed by an individual authorized to legally bind the bidder, and included in the bidder's bid package. If changes to the IFB are not acknowledged, the SFA retains the right to reject the bid as non-responsive. No addenda will be issued within (insert number—minimum of seven recommended) working days of the time and date set for the bid opening. Should the SFA determine that clarification of the specifications/instructions is necessary within (insert same number—minimum of seven recommended) working days of the time and date set for the bid opening, the time and date set for the bid opening will be delayed to allow issuing of an addendum.
- 1.8. The subject matter of this IFB is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, then the SFA (i) reserves the right to negotiate modifications to the contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful bidders with the opportunity to modify their bids to reflect such legislative changes.

Section 2: General Conditions

(Delete these instructions: The SFA is responsible for completing this required section. This section outlines the specific conditions related to the bid process and contract award. Use other bid documents and local policy as resources to complete this section. Be sure to include the information below. Everything in red must be deleted or replaced with the correct information.)

- 2.1 Bids shall be submitted on the forms provided with these specifications. Bids shall be in a sealed envelope properly marked with the title of the bid, date and time of opening, and delivered to _____ on or before _____. All certifications contained herein must be signed and submitted with the bid.
- 2.2 Bids submitted after the date and time specified will not be considered. Postmarks or dating of documents will be given no consideration in the case of late bids.
- 2.3 The SFA reserves the right to reject any or all bids when there are sound documented reasons to do so, or if the vendor does not submit all required bid documents.
- 2.4 The SFA will not give any relief for errors or omissions to this document.
- 2.5 The SFA will not allow deviations or exceptions from the specifications and conditions of this document.
- 2.6 The submission of the bid indicates that the bidder is informed of the specifications and conditions contained herein.
- 2.7 The SFA will not allow bid withdrawal or any changes after submission of the bid.
- 2.8 Once opened, no bid modification will be allowed without written approval from the SFA.
- 2.9 The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractor nor potential contractors in connection with this bid.
- 2.10 The SFA reserves the right to investigate each bidder's ability to fulfill the terms of this bid.
- 2.11 All bids shall remain valid and subject to acceptance for a period of ninety (90) days after the bid opening date. Award of the contract shall be made to the lowest

responsive, responsible bidder as determined by the SFA, based on the criteria and specifications outlined in the IFB and further set forth in the contract.

- 2.12 The meal rates bid must be calculated based on the menu(s) in Exhibit B and on the projected annual units provided on the "Bid Summary" form, both attached herein. Rates must be provided per unit. The totals shall be computed by multiplying the projected annual units by the rate bid per unit. The totals must be carried out to the second decimal place and must not be rounded. In the case of errors in the extension of the total(s), the actual unit rates shall govern.
- 2.13 Bid bond requirements (must not exceed five percent of the total estimated contract cost [requiring a bid bond is optional. If the SFA is not requiring a bid bond, delete 2.13]).
- 2.14 Performance bond requirements (must not exceed 20 percent of the total estimated contract cost [requiring a performance bond is optional. If the SFA is not requiring a performance bond, delete 2.14]).
- 2.15 Insert language for the SFA procedure. Detailed bid protest procedures must be included that reflect local board policy. For guidance, refer to "First Choice: A Purchasing Systems Manual for School Food Service, Appendix 16."
<https://dpi.wi.gov/sites/default/files/imce/school-nutrition/pdf/first-choice-purchasing-systems-manual.pdf>.

Consider using language such as:

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to (insert the name of the hearing official) no later than (insert number of days) after the published award. The hearing official will disclose the dispute to the Tennessee Department of Education, Office of School Nutrition. The steps for dispute resolution are as follows:

1. A meeting with the hearing official and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.

- 2.16 The SFA can add any additional administrative, contractual, or legal remedies per local board policy (refer to sections 16 and 17 herein for remedies already included in the prototype and revise conflicting clauses as necessary).
- 2.17 All prospective bidders should completely inspect the facilities and equipment prior to the bid due date and prior to submitting a bid. Failure to do so will not relieve the successful bidder from the necessity of furnishing and installing any material and equipment, performing any labor, or making any structural changes, without additional cost to the SFA, that may be required to carry out the intent of the resulting contract.
- 2.18 No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the SFA upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to said SFA, or has failed to perform faithfully any previous contract with the SFA.
- 2.19 All completed bids and supporting documentation submitted shall be the property of the SFA.
- 2.20 Until such time as a contract is awarded, no bidder, prospective or otherwise, shall be provided access to any supporting bid documents received by the SFA. All supporting bid documents shall be held strictly confidential and shall be reviewed and evaluated solely by SFA employees. Such documents shall not be released for distribution under the Freedom of Information Act until such time as the contract has been awarded. Violation of this clause by any bidder, prospective or otherwise, shall result in automatic disqualification of the bidder from being awarded the contract. Violation of this clause by an SFA may result in (1) temporary withholding of cash payments pending correction of the deficiency by the SFA or other more severe enforcement action; (2) disallowing of both use of funds and matching credit for all or part of the cost of the activity or action not in compliance; (3) whole or partial suspension or termination of the SFA's program; (4) withholding of further awards for the program; or (5) other remedies that may be legally available. Actions that result in the violation of law will be referred to the appropriate local, state, or federal authority having jurisdiction.

Section 3: Scope

(Delete these instructions: This scope is very narrow and the SFA may wish to add additional points to this section.)

- 3.1 The vendor shall provide the type of food service at sites as specified on Exhibit A for approximately ____ annual days during each term of the contract.
- 3.2 The SFA may, at any time during the term of the contract, add or remove sites and/or meal periods to Exhibit A for programs covered by this contract, unless the addition or removal of sites and/or meal periods creates a material or substantive contract change.
- 3.3 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.
- 3.4 The SFA shall be legally and financially responsible for the conduct of the food service and shall ensure compliance with the rules and regulations of the Tennessee School Nutrition Program and the United States Department of Agriculture regarding School Nutrition Programs.
- 3.5 The vendor shall provide meals for the following reimbursable meal programs. Select all programs that apply:
 - ☐ National School Lunch Program
 - ☐ School Breakfast Program
 - ☐ Afterschool Snacks
 - ☐ Summer Meal Program
 - ☐ Fresh Fruit and Vegetable Program

Section 4: SFA Responsibilities

(Delete these instructions: Everything in red must be deleted or replaced with the correct information.)

- 4.1 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 Tennessee School Nutrition Program and the USDA. The SFA must authorize any deviations from the approved menu cycle.
- 4.2 The SFA may request menu changes periodically throughout the term of the contract and shall inform the vendor of any adjustments to menus and monitor implementation of adjustments.
- 4.3 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 24-hour notice to the vendor.
- 4.4 The SFA shall ensure all USDA Foods received for use by the SFA and made available to the vendor shall be utilized within the specified term of this contract. All USDA Foods received must be used for the preparation and service of meals and for other allowable uses in accordance with the code of federal regulations, 7 CFR Part 250.
- 4.5 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.
- 4.6 The SFA shall be responsible for receiving medical statements and requests regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement with the description of the disability and resulting dietary restrictions to accommodate the children with disabilities. In the case of food allergies, the food or foods to be omitted must be identified and alternatives recommended. The SFA may choose to accommodate requests related to a disability that is not supported by a medical statement if the requested modifications can be accomplished within the program meal pattern. In the case of a student with disabilities, the statement must be signed by a state-licensed healthcare professional authorized to write medical prescriptions. For students without disabilities, the statement must be signed by a recognized medical authority. In the state of Tennessee, state-licensed healthcare professionals authorized to write medical prescriptions include medical doctors, osteopathic physicians, advanced practice nurses, physician's assistants, dentists, podiatrists, optometrists, and veterinarians.

- 4.7 The SFA retains control of the nonprofit school food service account and overall financial responsibility for the programs operated; establishes all prices for all meals served under the nonprofit school food service account (e.g., pricing for reimbursable meals and non-program foods and meals, including à la carte food services, adult meals, and other food service programs operated, as applicable); develops the 21-day cycle menu in accordance with the meal pattern requirements for all programs operated; conveys menu adjustment requirements to the vendor; and monitors implementation of those adjustments.
- 4.8 The SFA must maintain responsibility for the implementation of free and reduced-price policy in accordance with 7 CFR 245. (See page 16 of the Food Service Management Companies guidance for SFAs.)
- 4.9 The SFA must apply the internal control procedures required by 7 CFR 210.8(a) to the preparation of the monthly Claim for Reimbursement. The SFA must complete all reports as required by the state agency.
- 4.10 The SFA is responsible for establishing adult meal charges in accordance with FNS Instruction 782-5, "Pricing of Adult Meals in the National School Lunch and School Breakfast Programs."

Section 5: Vendor Responsibilities

- 5.1 The vendor shall provide its services hereunder at all times in accordance with generally accepted standards of care and best practices in the industry.
- 5.2 The vendor shall deliver meals to sites at the specified locations at the times listed in Exhibit A or as designated by the SFA.
- 5.3 The vendor shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA in 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 who shall ensure all foods and beverages are of equivalent or better quality and variety as the foods and beverages required for the first 21 days of meal service. The meals must meet the Food-Based Meal Pattern as designated herein by the SFA for each term of the contract, if applicable. Meals must adhere to all dietary specifications and meet the nutrition standards for National School Lunch, School Breakfast, and/or Summer Meal programs for the age/grade groups of school children and as listed in Exhibit C. All nutrition standards requirements indicated by the USDA for implementation through the 2019–20 school year for the National School Lunch and School Breakfast programs and, if applicable, the Afterschool Snack Program and Fresh Fruit and Vegetable Program, must be implemented.
- 5.4 The serving sizes provided by the SFA on the 21-day cycle menu(s) in Exhibit B 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 average daily calorie ranges per five-day week and the nutrient standards as stated in Exhibit C, the vendor must adjust the serving sizes and/or provide additional food items as necessary to meet the required calorie ranges and nutrient standards while meeting all Food-Based Meal Pattern requirements and without significantly altering the 21-day cycle menu(s).
- 5.5 The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and deemed acceptable to students, as evidenced by: 1) a minimum of plate waste; and 2) high participation levels in the National School Lunch, School Breakfast, and/or Summer Meal programs, as applicable.
- 5.6 The vendor should participate in the parent, teacher, and student advisory board.
- 5.7 The vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 CFR § 15b when the disability restricts their diet. The vendor is also permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need. Refer to the requirements outlined in Section 4.6.

- 5.8 The vendor shall be responsible for the quality and wholesomeness of meals up to and including delivery to the SFA.
- 5.9 The SFA shall conduct performance reviews of the vendor's performance under the contract. Any services performed under this contract shall be subject to a performance review. The vendor shall cooperate with the SFA in these reviews, which may require the vendor to provide records of its performance. Performance reviews may be used by the SFA to determine whether to enter into future contractual relationships with the vendor, including subsequent contract renewal terms, as applicable. Performance reviews may include, but are not limited to:
- completion and performance of contractual services rendered;
 - adherence to the meal pattern and food specification requirements, including quality and variety;
 - performance on SFA On-Site Reviews, per 7 CFR 210.15(a)(3)(5), and status of required corrective action, if any and as applicable;
 - performance on state and/or federal reviews and status of required corrective action, if any and as applicable;
 - participation trends, including program participation compared to à la carte sales, if applicable; and
 - responsiveness of regional management to the SFA and local staff/management, including the Advisory Board and Local Wellness Committee, as applicable.

Section 6: Purchases/Buy American

(Delete these instructions: Everything in red must be deleted or replaced with the correct information.)

- 6.1 The vendor shall retain title of all purchased food and nonfood items.
- 6.2 This SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Note that products must be both produced and processed in the U.S.
- 6.3 Exceptions to the “Buy American” provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the “Buy American Certification Form” and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to (insert official's name and contact information), a minimum of (insert number) day(s) in advance of delivery.
- 6.4 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, and must be in compliance with the “Buy American” provision in 7 CFR Part 210.21(d).
- 6.5 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.
- 6.6 The vendor shall certify the percentage of U.S. content in the products supplied to the SFA to show compliance with the “Buy American” provision in 7 CFR Part 210.21(d).
- 6.7 The SFA reserves the right to review vendor purchase records to ensure compliance with the “Buy American” provision in 7 CFR Part 210.21(d).
- 6.8 The vendor shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.
- 6.9 For the duration of the contract and all subsequent renewal terms, as applicable, the vendor shall purchase foods and beverages that are equivalent or better in quality and variety as those items required in the 21-day cycle menu, per the

requirements outlined above, in Exhibit B, and the food specifications contained herein.

Section 7: Equipment

(Delete these instructions: Everything in red must be deleted or replaced with the correct information.)

- 7.1 The (specify SFA or vendor) shall provide all equipment to hold and serve the meals.
- 7.2 The (specify SFA or vendor) shall make structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.
- 7.3 The vendor shall provide written notification to the SFA of any equipment belonging to the vendor within 10 days of its placement on the SFA premises.
- 7.4 The SFA must give prior approval and have final authority for the purchase of equipment used for storage, preparation, or delivery of school meals.
- 7.5 The vendor shall retain title to all vendor-owned property and equipment when placed in service.
- 7.6 The vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all vendor-owned property and equipment.
- 7.7 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.
- 7.8 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 8: Inspection of Facility

- 8.1 The SFA, the Tennessee School Nutrition Program, and the USDA reserve the right to inspect the vendor's preparation facilities, 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.
- 8.2 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 9: Delivery Requirements and Noncompliance

- 9.1 Meals must be delivered in accordance with the approved menu cycle.
- 9.2 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.
- 9.3 Meals must be delivered in closed-topped, sanitary vehicles.
- 9.4 Meals must be delivered in clean, sanitary, food-grade transporting containers—approved by the local or state health department—that maintain the proper temperatures of food.
- 9.5 When an emergency prevents the vendor from delivering meals as ordered, the vendor shall notify the SFA-authorized representative or his/her designee immediately by phone, indicating the reasons for the need for substitution.
- 9.6 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 due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
- 9.7 The SFA will obtain meals from other sources if meals are rejected or if an insufficient number of meals are delivered. The SFA will contact the vendor immediately regarding the reasons for rejected meals or if an inadequate number of meals is 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.
- 9.8 The SFA will not pay for deliveries made later than the start of the regularly scheduled lunch or breakfast periods as listed in Exhibit A, or as otherwise stated in this contract.

Section 10: Packaging Requirements

(Delete these instructions: The SFA is required to contact their local public health department to confirm that the temperatures listed below in 11.1, 11.6, 11.7, and 11.8 meet the SFA's local county food safety requirements. Make the revisions as necessary for stricter requirements.)

- 10.1 Hot meal unit must have packaging suitable for maintaining components at temperatures in accordance with state and local health standards. The container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 350 degrees Fahrenheit (204 degrees Celsius) or higher.
- 10.2 Cold meal unit or unnecessary to heat must have a container and overlay that is plastic or paper and non-toxic.
- 10.3 Hot bulk meals must be in stainless steel containers, or approved alternate, with lids with a depth of no more than four inches.
- 10.4 Cold meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- 10.5 Cartons shall be labeled to meet state or local requirements. The label should include:
 - processor's name, address, and zip code (plant);
 - food items and meal type;
 - date of production; and
 - quantity of individual units per carton.
- 10.6 Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.
- 10.7 All refrigerated food shall be delivered at an internal temperature of 40 degrees Fahrenheit or below.
- 10.8 All frozen food shall be delivered at zero degrees Fahrenheit or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors.
- 10.9 All hot food shall be delivered with an internal temperature of 135 degrees Fahrenheit or above.

Section 11: Meal Pricing

(Delete these instructions: Everything in red must be deleted or replaced with the correct information.)

- 11.1 All bids must be calculated based on the menu(s) in Exhibit B and on the projected annual units provided on the "Bid Summary" form, both attached herein. Milk will be supplied by the (specify vendor or SFA). All bids shall be submitted using the "Bid Summary" form. 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.
- 11.2 The bid rate(s) must include the meal, (specify excluding or including) milk, condiments applicable to the menu, serving utensils, packaging and containers needed to transport food in sanitary manner, and transportation to and from the SFA.
- 11.3 The bid rate(s) must be calculated net of applicable discounts, rebates, and credits received by the vendor and must not include the use of USDA Foods, alternate pricing structures such as guaranteed USDA Foods credits, or Offer versus Serve credits unless otherwise stated herein.
- 11.4 The vendor shall receive the fixed meal rate specified on the bid form for each meal type multiplied by the number of meals delivered and accepted by the SFA.
- 11.5 The vendor cannot provide guaranteed USDA Foods credits. If the vendor receives USDA Foods, the vendor must credit the current market value of USDA Foods used on the monthly bill/invoice to the SFA. Credit issued by the vendor to the SFA upon the use of USDA Foods received 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 along with the current market value as issued by the Tennessee Department of Agriculture. Prior to the expiration of each Contract Term, the SFA shall be credited in full for all USDA Foods received.
- 11.6 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed the limits established in 7 CFR § 210.9(b)(2).
- 11.7 The vendor must submit invoices for payment for meals delivered within 10 days of the last day of each month or the final day of service for the school year.
- 11.8 The SFA is not obligated to purchase any minimum number or dollar amount of meals under this contract.

Section 12: Revenue

- 12.1 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.
- 12.2 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 13: Licenses, Certifications, and Taxes

- 13.1 Throughout the term of the contract and each renewal term, the vendor shall obtain and maintain all licenses, permits, and health certifications required by federal, state, and local laws.
- 13.2 The vendor shall obtain state or local health certification for any facility where components are prepared or packaged, and the vendor shall maintain this health certification for each contract term.
- 13.3 The vendor and all affiliates shall collect and remit the Tennessee Use Tax on all sales of tangible personal property in the state of Tennessee.

Section 14: Record Keeping

- 14.1 The vendor shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following:
- the receipt, use, storage, and inventory of USDA Foods;
 - monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and
 - documentation of credits issued to the SFA for USDA Foods received.
- 14.2 The vendor shall retain all records relating to food service production and delivery for each contract term including, but not limited to, the following:
- 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 components of menus;
 - product ingredient list;
 - Nutrition Facts label; product formulation statements for products and/or Child Nutrition labels;
 - standardized recipes and yield from recipes as deemed necessary per the requirements of section 15.6;
 - 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; and
 - all documents and records as noted in this Invitation for Bid and Contract.
- 14.3 All records relating to the contract are the sole property of the SFA. At any time during the contract term, 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.
- 14.4 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.

- 14.5 The SFA shall retain all records relating to the initial contract and all subsequent contract renewal terms for a period of three years, beginning from the date the final contract renewal term has expired, the receipt of final payment under the contract is recorded, or after the SFA submits the final "Monthly Claim for Reimbursement" for the final fiscal year of the contract, whichever occurs last.
- 14.6 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 Tennessee School Nutrition Program, 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 15: Terms and Termination

(Delete these instructions: Everything in red must be deleted or replaced with the correct information.)

- 15.1 This contract is effective for a one-year period commencing (insert date) or upon written acceptance of the contract, whichever occurs last, through (insert date) (the term of the contract), with options to renew yearly, not to exceed four additional years (each a renewal term).
- 15.2 Renewal of this contract is contingent upon the fulfillment of all contract provisions relating to USDA Foods.
- 15.3 Either the SFA or vendor can terminate this contract for cause or for convenience with a 60-day written notification. Following a 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.
- 15.4 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 vendor 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.
- 15.5 Notwithstanding any provision to the contrary in this contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for this agreement are not appropriated by the Tennessee General Assembly or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with this contract.
- 15.6 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.
- 15.7 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 of noncompliance be remedied within 60 days. If the breach is not remedied by the specified period of time, the SFA may: (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 it 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.

- 15.8 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, 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.
- 15.9 The only rates and fees that may be adjusted in subsequent contract terms are the fixed rates and fixed fees contained herein. Before any fixed rate or fee 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 _____. Percentage increases cannot be applied to any previous contract term's total estimated or actual contract cost. The calculation method regarding the determination of à la carte equivalents, if applicable, is outlined in the "Meal Pricing" section of this contract.

(Delete these instructions: Once the rate/fee increase method is filled in for 16.9 above, delete this entire section, beginning with this sentence through the end of the bulleted list.) The method for determining the rate/fee increase must be a measurable index, such as the "Consumer Price Index for All Urban Consumers—Food Away From Home" (this price index is one of many indexes that the SFA can use). Please specify what index will be used in section 16.9. The rate/fee increase may be capped as a flat percentage, but it must be higher than the rate/fee increase determined after reviewing the index. Flat percentages alone are not permissible. The following is an example that may be used. In addition, other local indexes and/or months may be used, but the SFA must ensure the data is available at the time of the contract renewal negotiation.

- The proposed percentage rate of change of the total bid cannot exceed the percentage rate of change of the "Consumer Price Index for All Urban Consumers—Food Away From Home" annual rate for December of the current school year, as compared to the rate for December of the previous year.
- Use the designated Consumer Price Index table, located at <http://www.bls.gov/data/> to find the current index period's number and the base index period's number. Subtract the base from the current. Divide this number by the base. Multiply the results by 100 to obtain the allowed percent change.

Section 16: General Contract Terms

- 16.1 No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- 16.2 This solicitation/contract, exhibits, and attachments constitute the entire agreement between the SFA and the vendor and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.
- 16.3 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; (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.
- 16.4 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.
- 16.5 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.
- 16.6 Payments on any claim shall not prevent the SFA from making claims for adjustment on any item found not to have been in accordance with the provisions of this contract.
- 16.7 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.
- 16.8 If this contract is in excess of \$100,000, the SFA and vendor shall comply 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.*);
 - “Certificate Regarding Lobbying” pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018);
 - “Bid-Rigging Certification” pursuant to Section 33E-3 or Section 33E-4 of the Tennessee Criminal code, contained in Chapter 38 of the Tennessee Revised Statutes;

- “Certificate of Independent Price Determination;”
- “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions” pursuant to Executive Orders 12549 and 12689 (7 CFR 3017 Subpart C); and
- “Disclosure of Lobbying Activities” pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR Part 3018).

16.9 The vendor certifies compliance with:

- Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- The Department of Labor regulations (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);
- Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708) (for contracts in excess of \$2,500);
- Rights to Inventions Made Under a Contract or Agreement (Appendix II to 2 CFR 200/7 CFR 3019.48);
- Davis Bacon Act (for construction contracts in excess of \$2,000) (Appendix II to 2 CFR 200/7 CFR 3019.48); and
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (Appendix II to 2 CFR Part 200 (j) (for contracts worth \$100,000 or more).

16.10 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.

16.11 The Tennessee School Nutrition Program 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.

16.12 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, 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.

- 16.13 In order for the SFA to respond timely and appropriately to the requirements of the Tennessee Freedom of Information Act (FOIA), the vendor must review all documents required to be provided under this contract and the exemptions for release under FOIA and, if exemptions are allowed, provide the SFA a redacted copy for release under FOIA, along with the original. The redacted copy shall be marked as "redacted," and the vendor shall reference the specific grounds under FOIA or other law or rule supporting the specific redaction request to exempt certain information. Notwithstanding the foregoing, the SFA may not necessarily be allowed to release *just* the redacted versions. Redactions based on personal privacy and preliminary drafts, by law, must be sent to the state of Tennessee public access counselor before a denial to a FOIA request can be made. The SFA will abide by the decisions of the public access counselor.
- 16.14 Each party, including its agents and subcontractors, to this contract may have or gain access to confidential and proprietary data or information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," etc.), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, etc.), all student data and information, and other information designated as confidential expressly or by the circumstances in which it is provided (confidential information). No confidential information collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing party, either during the term of the contract or thereafter. The recipient must return any and all confidential information used in the course of the performance of the contract, in whatever form it is maintained, promptly upon termination of the contract, or earlier at the request of the disclosing party, or notify the disclosing party in writing of its destruction, if destruction is permitted by the disclosing party. Confidential information does not include data or information lawfully in the recipient's possession prior to its acquisition from the disclosing party; received by the recipient from a third party who was free to disclose it; publicly known through no breach of confidentiality obligation by the recipient; or independently developed by the recipient without the use or benefit of the disclosing party's confidential information.
- 16.15 The vendor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) regarding the confidentiality of student education records as defined in FERPA. Any use of information contained in

student education records to be released must be approved by the SFA. To protect the confidentiality of student education records, the vendor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this contract. Any student records in the vendor's possession shall be returned to the SFA when no longer needed for the purposes for which they were provided or, at the SFA's written request, they shall be permanently destroyed and the vendor shall provide written confirmation to the SFA upon the destruction of student records.

Section 17: Food Specifications

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:

- 17.1 The grain component items must be whole grain-rich, unless a whole grain-rich exemption has been granted by the state agency. All grain component items must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on "Exhibit A: School Lunch and Breakfast Whole Grain-Rich Ounce Equivalency (oz. eq.) Requirements for School Meal Programs."
- 17.2 If applicable, product should be in moisture-proof wrapping and pack-code date should be provided.
- 17.3 All meat and poultry must have been inspected by the USDA and must be free from off color or odor.
 - Beef must be at least 80:20 lean to fat.
 - 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.
 - For breaded and battered items, all flours must be whole grain for grains credit.
- 17.4 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- 17.5 All cheese should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
- 17.6 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 by the USDC.
- 17.7 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, fruit must meet the food distributors' second-quality level. Fruits should have characteristic color, good flavor, be well-shaped, and be free from scars and bruises. Size must

produce a yield equal to or greater than the attached 21-day cycle menu requirements.

- 17.8 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, vegetables must meet the food distributor's second-quality level. Vegetables should have characteristic color, good flavor, be well-shaped, and be free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- 17.9 All canned vegetables must meet the food distributors' first-quality level (extra fancy and fancy) and canned fruits must meet the second-quality level (standard). Vegetables should have characteristic color; good, fresh flavor; and be free from discoloration, blemishes, and decay. Efforts should be made to purchase low-sodium or no sodium added vegetables and fruit packed in juice or water.
- 17.10 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.
- 17.11 Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- 17.12 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.
- 17.13 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 17.14 All fruit juices must be 100 percent fruit juice.
- 17.15 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 name products in terms of quality, performance, and desired characteristics, as determined by the SFA.
- 17.16 All food items must adhere to the sodium target levels in subsequent contract terms, if applicable, as required by the USDA "Nutrition Standards in the National School Lunch and School Breakfast Programs: Implementation Timeline for Final Rule" and/or other subsequent guidance issued by the USDA.

- 17.17 Nutrition labels or manufacturer specifications must indicate zero grams of trans fat per serving for all foods.
- 17.18 Fluid milk must be low-fat (one percent milk fat or less, unflavored only) or fat-free (unflavored or flavored). Two choices must be offered daily as required by the SFA.
- 17.19 Efforts must be made to lower the levels of saturated fat in all purchased products.

Section 18: Professional Standards

- 18.1 Employees of both the SFA and of the vendor must comply with the professional standards for state and local school nutrition programs personnel, as required by the Healthy, Hunger-Free Kids Act of 2010. A summary of the hiring and training requirement for professional standards can be viewed by clicking the following link: <https://www.tn.gov/education/snp-resources/snp-program-requirements/snp-professional-standards.html>.
- 18.2 Professional standards hours must be completed during the school year (July 1–June 30).

Section 19: USDA Foods

(Delete these instructions: If the SFA is not receiving foods from the Tennessee Department of Agriculture, remove this section from this document. Please contact the state agency for additional assistance.)

- 19.1 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. These foods must be used in the preparation and service of meals and for other allowable uses in accordance with the code of federal regulations, 7 CFR Part 250.
- 19.2 The vendor shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service program, subject to approval by the SFA.
- 19.3 The vendor shall manage all USDA Foods to ensure they are utilized in the SFA's food service.
- 19.4 In accordance with 7 CFR 250.51(a) and (b), 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.
- 19.5 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.
- 19.6 In accordance with 7 CFR 250.51(a) and (b), the vendor shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods received. 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.
- 19.7 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 Tennessee Department of Agriculture.
- 19.8 The current market value of USDA Foods is based on the prices issued by the Tennessee Department of Agriculture in compliance with 7 CFR § 250.58(e).

- 19.9 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 CFR § 210.9(b)(2).
- 19.10 At the end of each contract term and upon expiration or termination of the contract, the SFA shall conduct a reconciliation 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.
- 19.11 The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting the Tennessee Department of Agriculture or processor as applicable.
- 19.12 The SFA reserves the right to conduct USDA Foods credit audits throughout each contract term to ensure compliance with federal regulations 7 CFR Part 210 and Part 250.
- 19.13 The vendor may store and inventory USDA Foods together with commercial foods purchased for use in the SFA's food service. The vendor must meet all storage and inventory management requirements outlined in 7 CFR Part 250. USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the SFA's food service.
- 19.14 The vendor must accept liability for any negligence on its 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.
- 19.15 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.
- 19.16 The SFA shall have processing contracts in place when a commercial facility processes or repackages USDA Foods. The vendor shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods. The Tennessee Recipient Agency Processing Contract, Tennessee State Master Processing Contract, or National Processing Contract must be used as the basis for the processing agreement as determined by the Tennessee Department of Agriculture. The terms and conditions of the processing contract must comply with 7 CFR Part 250. In accordance with 7 CFR 250.51(a), the vendor must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in a school year or fiscal year (including both entitlement and bonus foods). This includes crediting for the value of USDA Foods contained in processed end products (per 6.19 below).

- 19.17 The vendor shall not enter into subcontracts for further processing of USDA Foods.
- 19.18 The vendor shall be responsible for all delivery, freight/handling, storage, and warehousing costs associated with USDA Foods. Approximate annual delivery, freight/handling costs are: (insert dollar amount).
- 19.19 If the vendor acts as an intermediary between a processor and the SFA, the vendor shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA Foods processing agreement value unless the processor is providing such credit directly 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.
- 19.20 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.
- 19.21 The SFA, Tennessee School Nutrition Program, Comptroller General, and 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 CFR Part 210 and Part 250.
- 19.22 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.
- 19.23 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.
- 19.24 The SFA shall retain title to all USDA Foods provided to the vendor for use in the SFA's food service.
- 19.25 The bid rate per meal must be calculated as if no USDA Foods were available.

Remove and do not include this page with your bid documents
Attachments: these pages are provided as a reference only. Once the attachments are completed, please be sure to delete these pages.

Insurance Requirements—Recommended
(SFA to complete and insert)

Bidder Responsibility and Bid Responsiveness Criteria—Required
(SFA to complete—see following chart)

Bid Summary—Required
(SFA to complete dates and annual projected units on attached form)

Certifications—Required

- “Bid-Rigging Certification”
- “Certificate of Independent Price Determination”
- “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions”
- “Certificate Regarding Lobbying”
- “Disclosure of Lobbying Activities”
- Other certifications as required by the SFA

Exhibit A: Site Data—Required

- “Exhibit A-1: Site Data Form” (SFA to complete based on prior full school year’s data)
- “Exhibit A-2: Eligibility Data and Projected Enrollments” (SFA to complete and insert)
- “Exhibit A-3: Meal Service Information/ Delivery Schedule” (SFA to complete and insert)

Exhibit B: Menu Requirements—Required

- “Exhibit B-1: 21-Day Cycle Menu(s)” (SFA to insert all applicable menus)
- “Exhibit B-2: Meal Choices and Additional Daily Offerings” (SFA to complete and insert)
- “Exhibit B-3: A la Carte Price List” (SFA to insert, if applicable)

Exhibit C: Meal Pattern Nutrition Standards and Implementation Timeline—Required

- “Exhibit C-1: Nutrition Standards in the National School Lunch and School Breakfast Programs”
- “Exhibit C-2: Implementation Timeline for Final Rule: Nutrition Standards in the National School Lunch and School Breakfast Programs”
- “Exhibit C-3: Vegetable Subgroups”
- “Exhibit C-4: School Lunch and Breakfast: Whole Grain-rich Ounce Equivalency (Oz. Eq.) Requirements for School Meal Programs”

“Exhibit D: SFA/LEA Claims for Reimbursement for School Year 2018–19”—Required

“Exhibit E: SFA/LEA/Site Claims for Reimbursement for School Year 2018–19”—Required

- Sponsor Claims for Reimbursement for All Months to Date for School Year 2018–19

“Exhibit F: ‘Buy American’ Certification Form” (If Needed by the Vendor)

- Requests for alternative substitutes or exceptions to be used under the “Buy American” provision 7 CFR Part 210.21(d)
- Other exhibits as necessary, such as school/district calendars

Bidder Responsibility and Bid Responsiveness Criteria

Bidder Responsibility and Bid Responsiveness Criteria	Minimum Standard(s) To Demonstrate Compliance	Evidence/Document(s) Required To Demonstrate Compliance

Duplicate this page as necessary

Invitation for Bid and Contract

Nonprofit School Food Service Bid Summary

This document contains a bid solicitation and contract for the furnishing of meals for the nonprofit school food service program(s) for the period beginning _____, 2019, and ending _____, 2020, and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the contract between the bidder and the school food authority (SFA). The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the bid solicitation/contract. Per meal prices must be quoted as if no USDA Foods will be received.

	Projected Annual Units	Rate per Unit	Estimated Total **
1. Reimbursable Breakfasts with Milk			
2. Reimbursable Lunches with Milk			
3. Reimbursable Afterschool Snacks			
4. A la Carte Equivalents Fee			
5. Summer Breakfast			
6. Summer Lunch			

Total Estimated Amount of Bid**: \$_____

***All totals must be carried out to the second decimal place and must not be rounded.*

Name of bidder: _____
 Street address: _____
 City: _____
 State: _____
 Zip code: _____

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for four additional one-year contract terms.

Bidder Signature Title Date

Acceptance of Contract

School food authority (SFA): _____

Authorized SFA Representative Signature

Title

Date

Exhibit A-1

Site Data Form—Vended Meals

Site Name, Address, and Phone Number	Contact Person	Current Enrollment	Breakfast		Lunch	
			Annual Number of Serving Days	Average Daily Participation	Annual Number of Serving Days	Average Daily Participation

Eligibility Data and Projected Enrollments

Site Name	October 2018 Eligibility Data		Projected Enrollments				
	Free	Reduced-price	2019-20	2020-21	2021-22	2022-23	2023-24

Meal Service Information/Delivery Schedule

Site Name	Breakfast				Lunch			
	Meal Service Schedule	Delivery Schedule	Meal Charges		Meal Service Schedule	Delivery Schedule	Meal Charges	
			Reduced	Paid			Reduced	Paid

Food-based Meal Pattern 21-day Cycle Menu

Instructions to SFA: The SFA must insert a 21-day cycle menu for each program that they are requesting a bid price for. These programs include: Lunch, Breakfast, Afterschool Snack, Summer Breakfast and Summer Lunch as applicable. Each menu should be inserted on a separate page. Contact the state agency for additional assistance if needed.

Meal Choices and Additional Daily Offerings

Site Name	Reimbursable Meal "Entrée" Choices*	Additional Fruit Choices	Additional Vegetable Choices	Salad Bar Offered	Additional Daily Offerings

*The minimum number of Reimbursable Meal "Entrée" Choices is one per the 21-day cycle menu. This column does not denote the number of additional "entrée" choices. For example, two means the one entrée per the 21-day cycle menu and one additional "varied" entrée that may be served as part of the reimbursable meal, for a total of two reimbursable meal entrées from which students may choose. In addition, the varied Reimbursable Meal "Entrée" Choices are generally not the same as the Additional Daily Offerings.

Nutrition Standards in the National School Lunch and School Breakfast Programs

	Breakfast Meal Pattern			Lunch Meal Pattern		
	<i>Grades K-5</i>	<i>Grades 6-8</i>	<i>Grades 9-12</i>	<i>Grades K-5</i>	<i>Grades 6-8</i>	<i>Grades 9-12</i>
Meal Pattern	Amount of Food ^a Per Week (Minimum Per Day)					
Fruits (cups) ^{b,c}	5 (1)	5 (1)	5 (1)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{b,c}	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^d	0	0	0	½	½	½
Red/Orange ^d	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^d	0	0	0	½	½	½
Starchy ^d	0	0	0	½	½	½
Other ^{d,e}	0	0	0	½	½	¾
Additional Veg. to Reach Total ^f	0	0	0	1 ^f	1 ^f	1½ ^f
Grains (oz. eq.) ^g	7-10 (1)	8-10 (1)	9-10 (1)	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz. eq.)	0 ^h	0 ^h	0 ^h	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups) ⁱ	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a Five-day Week						
Min-Max Calories (kcal) ^{j,k}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated Fat (percentage of total calories) ^k	<10	<10	<10	<10	<10	<10
Sodium (mg.) ^{k,l}	≤540	≤600	≤640	≤1230	≤1360	≤1420

Trans Fat ^{k,m}	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.
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^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is $\frac{1}{8}$ cup.

^b One quarter-cup of dried fruit counts as $\frac{1}{2}$ cup of fruit; one cup of leafy greens counts as $\frac{1}{2}$ 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 percent full-strength.

^c Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. 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).

^d Larger amounts of these vegetables may be served.

^e This category consists of "Other vegetables" as defined in paragraph (c)(2)(iii)(E) of this section. For the purposes of the NSLP, the "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 paragraph (c)(2)(iii) of this section.

^f Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^g All grains must be whole grain-rich. Exemptions are allowed as specified in paragraph (c)(2)(iv)(B) of this section. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^h There is no separate meat/meat alternate component in the SBP.

ⁱ All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored as specified in paragraph (d) of this section.

^j The average daily amount of calories for a five-day school week must be within the range (at least the minimum and no more than the maximum values).

^k 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.

^l Sodium Target 1 (shown) is effective from July 1, 2014 (SY 2014-2015) through June 30, 2019 (SY 2018-2019). For sodium targets due to take effect beyond SY 2018-2019, see paragraph (f)(3) of this section.

^m

Food products and ingredients must contain zero grams of *trans* fat (less than 0.5 grams) per serving.

Exhibit C-2

Implementation Timeline for Final Rule

Nutrition Standards in the National School Lunch and School Breakfast Programs

New Requirements	Implementation (School Year) for NSLP (L) and SBP (B)						
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Fruits Component							
• Offer fruit daily.	L, B						
Vegetables Component							
• Offer vegetables subgroups.	L						
Grains Component							
• All grains must be whole-grain rice.	L, B						
• Offer weekly grains ranges.	L, B						
Meats/Meat Alternates Component							
• Offer weekly meats/meat alternates ranges (daily min.).	L						
Milk Component							
• Offer only fat-free (unflavored or flavored) and low-fat (unflavored) milk.	L, B						
Dietary Specifications (to be met on average over a week)							
• Calorie ranges	L, B	B					
• Saturated fat limit (no change)	L, B						
• Sodium Targets: Target 2, Final Target	L, B						
• Zero grams of trans fat per portion	L, B	B					

Exhibit C-2 (Cont'd.)

Menu Planning							
• A single Food-Based Menu Plan approach	L, B	B					
Age/Grade Groups							
• Establish age/grade groups: K-5, 6-8, 9-12.	L, B	B					
Offer vs. Serve							
• Reimbursable meals must contain a fruit or vegetable. (1/2 cup minimum)	L, B						
Monitoring							
• Three Five-year admin. review		L, B					
• Conduct weighted nutrient analysis on one week of menus	L, B						

Vegetable Subgroups

Listed below are samples of commonly eaten vegetables found in each of the required vegetable subgroups. The list is not all-inclusive.

Dark Green Vegetables <ul style="list-style-type: none"> • Bok choy • Broccoli • Collard greens • Dark green leafy lettuce • Kale • Mesclun • Mustard greens • Romaine lettuce • Spinach • Turnip greens 	Beans and Peas* <ul style="list-style-type: none"> • Black beans • Black-eyed peas (mature, dry) • Garbanzo beans (chickpeas) • Kidney beans • Lentils • Navy beans • Pinto beans • Soy beans • Split peas • White beans
Starchy Vegetables <ul style="list-style-type: none"> • Cassava • Corn • Fresh cowpeas, field peas, or black-eyed peas (not dry) • Green bananas • Green peas • Green lima beans • Plantains • Potatoes • Taro 	Other Vegetables <ul style="list-style-type: none"> • Artichokes • Asparagus • Avocado • Bean sprouts • Beets • Brussels sprouts • Cabbage • Cauliflower • Celery • Cucumbers • Eggplant
Red & Orange Vegetables <ul style="list-style-type: none"> • Acorn squash • Butternut squash • Carrots • Hubbard squash • Pumpkin • Red peppers • Sweet potatoes • Tomatoes • Tomato juice 	Other Vegetables (continued) <ul style="list-style-type: none"> • Green peppers • Iceberg (head) lettuce • Mushrooms • Okra • Onions • Parsnips • Turnips • Wax beans • Zucchini

*For more information on the beans and peas subgroup, refer to <http://www.choosemyplate.gov/food-groups/vegetables-beans-peas.html>.

School Lunch and Breakfast Whole Grain-rich Ounce Equivalency (Oz. Eq.) Requirements for School Meal Programs^{1,2}

Group A	Oz. Eq. for Group A
<ul style="list-style-type: none"> Bread type coating Bread sticks (hard) Chow mein noodles Savory crackers (saltines and snack crackers) Croutons Pretzels (hard) Stuffing (dry) Note: weights apply to bread in stuffing. 	1 oz. eq. = 22 gm. or 0.8 oz. 3/4 oz. eq. = 17 gm. or 0.6 oz. 1/2 oz. eq. = 11 gm. or 0.4 oz. 1/4 oz. eq. = 6 gm. or 0.2 oz.
Group B	Oz. Eq. for Group B
<ul style="list-style-type: none"> Bagels Batter type coating Biscuits Breads (sliced whole wheat, French, Italian) Buns (hamburger and hot dog) Sweet crackers⁴ (graham crackers—all shapes, animal crackers) Egg roll skins English muffins Pita bread (whole wheat or whole grain-rich) Pizza crust Pretzels (soft) Rolls (whole wheat or whole grain-rich) Tortillas (whole wheat or whole corn) Tortilla chips (whole wheat or whole corn) Taco shells (whole wheat or whole corn) 	1 oz. eq. = 28 gm. or 1.0 oz. 3/4 oz. eq. = 21 gm. or 0.75 oz. 1/2 oz. eq. = 14 gm. or 0.5 oz. 1/4 oz. eq. = 7 gm. or 0.25 oz.
Group C	Oz. Eq. for Group C
<ul style="list-style-type: none"> Cookies³ (plain—includes vanilla wafers) Cornbread Corn muffins Croissants Pancakes Pie crust (dessert pies³, cobbler³, fruit turnovers⁴, and meat/meat alternate pies) Waffles 	1 oz. eq. = 34 gm. or 1.2 oz. 3/4 oz. eq. = 26 gm. or 0.9 oz. 1/2 oz. eq. = 17 gm. or 0.6 oz. 1/4 oz. eq. = 9 gm. or 0.3 oz.

Exhibit C-4 (Cont'd.)

Group D	Oz. Eq. for Group D
<ul style="list-style-type: none"> Doughnuts⁴ (cake and yeast raised, unfrosted) Cereal bars, breakfast bars, granola bars⁴ (plain) Muffins (all, except corn) Sweet roll⁴ (unfrosted) Toaster pastry⁴ (unfrosted) 	<p>1 oz. eq. = 55 gm. or 2.0 oz. 3/4 oz. eq. = 42 gm. or 1.5 oz. 1/2 oz. eq. = 28 gm. or 1.0 oz. 1/4 oz. eq. = 14 gm. or 0.5 oz.</p>
Group E	Oz. Eq. for Group E
<ul style="list-style-type: none"> Cereal bars, breakfast bars, granola bars⁴ (with nuts, dried fruit, and/or chocolate pieces) Cookies³ (with nuts, raisins, chocolate pieces, and/or fruit purées) Doughnuts⁴ (cake and yeast raised, frosted or glazed) French toast Sweet rolls⁴ (frosted) Toaster pastry⁴ (frosted) 	<p>1 oz. eq. = 69 gm. or 2.4 oz. 3/4 oz. eq. = 52 gm. or 1.8 oz. 1/2 oz. eq. = 35 gm. or 1.2 oz. 1/4 oz. eq. = 18 gm. or 0.6 oz.</p>
Group F	Oz. Eq. for Group F
<ul style="list-style-type: none"> Cake³ (plain, unfrosted) Coffee cake⁴ 	<p>1 oz. eq. = 82 gm. or 2.9 oz. 3/4 oz. eq. = 62 gm. or 2.2 oz. 1/2 oz. eq. = 41 gm. or 1.5 oz. 1/4 oz. eq. = 21 gm. or 0.7 oz.</p>
Group G	Oz. Eq. for Group G
<ul style="list-style-type: none"> Brownies³ (plain) Cake³ (all varieties, frosted) 	<p>1 oz. eq. = 125 gm. or 4.4 oz. 3/4 oz. eq. = 94 gm. or 3.3 oz. 1/2 oz. eq. = 63 gm. or 2.2 oz. 1/4 oz. eq. = 32 gm. or 1.1 oz.</p>
Group H	Oz. Eq. for Group H
<ul style="list-style-type: none"> Cereal grains (barley, quinoa, etc.) Breakfast cereals (cooked)^{5,6} Bulgur or cracked wheat Macaroni (all shapes) Noodles (all varieties) Pasta (all shapes) Ravioli (noodle only) Rice (enriched white or brown) 	<p>1 oz. eq. = 1/2 cup cooked or 1 oz. (28 g) dry</p>

Exhibit C-4 (Cont'd.)

Group I	Oz. Eq. for Group I
<ul style="list-style-type: none"> Ready-to-eat breakfast cereal (cold, dry) ^{5, 6} 	<p>1 oz. eq. = 1 cup or 1 oz. for flakes and rounds</p> <p>1 oz. eq. = 1.25 cups or 1 oz. for puffed cereal</p> <p>1 oz. eq. = 1/4 cup or 1 oz. for granola</p>

¹ The following food quantities from Groups A–G must contain at least 16 grams of whole grain or can be made with 8 grams of whole grain and 8 grams of enriched meal and/or enriched flour to be considered whole grain-rich.

² Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

³ Allowed only as dessert at lunch as specified in §210.10.

⁴ Allowed for desserts at lunch as specified in §210.10, and for breakfasts served under the SBP.

⁵ Refer to program regulations for the appropriate serving size for supplements served to children aged 1–5 in the NSLP and meals served to children ages 1–5 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.

⁶ Cereals must be whole grain, or whole grain and enriched or fortified cereal.

SFA/LEA Claims for Reimbursement for School Year 2018–19

SFA/LEA Name	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May

SFA/LEA/Site Claims for Reimbursement for School Year 2018–19

Sponsor Claims for Reimbursement for All Months to Date for School Year 2018–19										
SFA/LEA Site Name	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May

“Buy American” Certification

We require that suppliers comply with the “Buy American” provision in all program meals and:

- 1) certify that the products they are offering are domestic; or
- 2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least () days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: “Limited or lack of availability” or “Price”)		Alternative substitute item (include vendor number)	Price of specified item	Price of alternative item
	Limited or lack of availability	Price			

In all cases, the school food authority is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

I/We _____ certify that all food items on this bid have at least ___ percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

Authorized signature

Date