

Tallahassee Community College

Invitation to Bid (ITB)

For

Vended School Meal Services

ITB 2023-07



Solicitations Due – **May 25, 2023** - 1:45 p.m. EST

Solicitation Opening – **May 25, 2023** - 2:00 p.m. EST

[Purchasing - Tallahassee Community College \(fl.edu\)](http://fl.edu)

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GENERAL CONDITIONS

PROPOSERS: To insure acceptance of the proposal, follow these instructions.

SEALED PROPOSALS: The number of the proposal and the date of opening shall be shown on the envelope/box containing each proposal. Proposers are requested to show their name and address on the envelope/box. All proposals are subject to the terms and conditions specified herein and on the attached proposal documents.

Completed proposal **MUST** be submitted in a sealed envelope/box. **Telegraphic (fax, e-mail, telephone, telegraph) proposals will not be accepted.**

1. **EXECUTION OF PROPOSAL:** Proposals must contain a signature of an authorized representative. Failure to properly sign the proposal may invalidate same, and it may not be considered for award. All proposals must be completed typewritten. The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by proposers and attached to the proposal.
2. **NUMBER OF COPIES:** Proposers must submit **three (3) complete electronic sets on a USB flash drives in PDF format. Each section of the proposal must be its own folder within the USB.** Each proposal must have signatures and all supporting documentation on the USB. The USB's are to be in a sealed envelope/box marked as stated in the Proposal Submission clause. This quantity is **required** so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.
3. **PROPOSAL PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this solicitation.
4. **PROPOSAL SUBMISSION:** The College will receive proposals at the Purchasing Office. The outside of the sealed envelope/box must be identified as follows:
 - Proposer's name
 - Return address
 - Solicitation number and title
 - Due date and time
5. **DUE DATE AND TIME:** **The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened.** The College will not be responsible for late deliveries or delayed mail.

Receipt of the proposal in the Purchasing Office after the date and time specified due to failure by the proposer to provide the above information on the outside of the envelope/box shall result in the rejection of the proposer's proposal.

The proposer may submit the proposal in person or by mail/courier service. The College cautions proposers to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals. Confirmation of receipt of proposal can be made by calling the College's Purchasing Office.

6. **SUPPLIER REGISTRATION REQUIREMENTS:** Prior to the award of this solicitation, supplier(s) must be registered in TCC's Workday Supplier database. If you previously submitted these forms and received your **TCC Workday Supplier ID** number, you will not need to re-submit, just reference this number on the **Proposal Response Form. Example of a Workday Supplier ID is SU 00000123.**

If you are not a registered TCC supplier, prior to award of this solicitation you will need to complete our online TCC Vendor Application Form and W-9 at: [Solicitation - Tallahassee Community College \(fl.edu\)](#) These forms are submitted electronically which protects your information. Once your forms have been submitted and information has been processed by the Purchasing Office staff, you will receive an e-mail containing your TCC Supplier ID Number.

If you are unsure about your registration status in TCC's database, please E-mail Dustin Frost Dustin.Frost@tcc.fl.edu.

7. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Proposers of all changes in scheduled due dates by written addendum.

8. **REVISIONS AND AMENDMENTS:** The right is reserved, as the interest of the College may require, to revise or amend the specifications or drawings or both prior to the date set for opening of ITB, such revisions and amendments, if any, will be announced by an addendum to the ITB. If the revisions and amendments are of a nature which requires material changes in quantities or prices, the date set for the opening of the ITB may be postponed by such number of days as in the opinion of the Purchasing Director that will enable Proposers to revise their ITB. In such cases, the addendum will include an announcement of the new ITB opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.
9. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
10. **DISQUALIFICATION:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.
11. **PROPOSAL WITHDRAWAL:** Proposers may withdraw their proposals by notifying the College's Purchasing Office in writing or email at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license) and sign the Proposal Withdrawal Form. Once opened, proposals become the property of the College and will not be returned to the proposers.
12. **POSTING OF RESULTS:** Intent to Award will be posted for review by interested parties on the TCC Purchasing website [Purchasing - Tallahassee Community College \(fl.edu\)](http://Purchasing - Tallahassee Community College (fl.edu)) and the State of Florida's Procurement system MyFloridaMarket Place on or about the date provided on the enclosed ITB schedule and will remain posted for a period of 72 hours.

Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.

PROTEST OF SOLICITATIONS SPECIFICATIONS PROCEDURE: Tallahassee Community College Procedure for Contract Solicitation or Award Bid Protest procedures may be obtained from the TCC Purchasing Office or accessed by going to the TCC Purchasing website using this link: TCC-Bid-Protest-Procedures.

13. **ADDITIONAL INFORMATION:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date of a formal presentation to the evaluation committee, unless specifically requested by the College.
14. **PUBLIC RECORDS:** Upon posting of Intent to Award or thirty (30) days after opening, whichever is earlier, proposals become "public records" and shall be subject to public disclosure consistent with chapter 119.0731, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record FS 119.07(3).
15. **INQUIRIES:** All proposers shall carefully examine the Solicitation documents. Proposers are expected to examine the terms and conditions, specifications, scope of work, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services.

Such inquiries regarding this Solicitation outside a pre-proposal conference must be submitted in writing via email to the College's Director of Procurement and Auxiliary Services at Dustin.Frost@tcc.fl.edu. The College will provide written answers via Question and Answer form posted [Solicitation - Tallahassee Community College \(fl.edu\)](http://Solicitation - Tallahassee Community College (fl.edu)) and MyFloridaMarket Place. The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this Solicitation.

16. **QUALIFIER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional proposal.
17. **PUBLIC OPENING/EVALUATION:** Proposals shall be publicly opened and recorded on the date and time provided on the enclosed ITB schedule unless changed by addendum. No other information or pricing will be read or discussed at the opening. All proposals received after the specified time will not be considered and will be returned to the proposer. Fax,

e-mail, telegraph or telephone proposals will not be accepted. A proposal may not be altered after the opening of the proposals. Upon receipt of proposals, an evaluation committee, if required, will select qualified candidates based on criteria contained herein. The evaluation committee may contact qualified responders to give oral presentations after the initial review of all proposals.

18. **ACCURACY OF PROPOSAL INFORMATION:** Any proposer which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
19. **ADVERTISING:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.
20. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the ITB prior to their performance, it shall be the responsibility of the firm to notify the TCC Purchasing Office at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the College.
21. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where proposers are required to enter or go onto the College property to deliver materials or perform work or services as a result of a proposal award, the proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of his or her proposal.
22. **DRUG FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a proposal received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
23. **CANCELLATION:** In the event the contractor violates any of the provisions of this proposal, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within thirty (30) days, recommendation will be made to the board for immediate cancellation. The College reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.
24. **TERMINATION:** If a contract is awarded as a result of this ITB and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate and award a new contract to the next ranked proposer or to issue a new ITB, whichever is determined to be in the best interest of the College.

The supplier will serve at the will and pleasure of the College. Either party may cancel the contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole. The College shall be liable for goods or services delivered and accepted. In the event of termination by either party, the supplier will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the College, the supplier shall:

- Stop orders/work on the date and to the extent specified.
- Terminate and settle all orders and/or sub-contracts relating to the performance of the terminated work. All costs incurred for canceled projects will be billed to the College.
- Transfer all work in progress, completed work, and other materials related to the terminated work as directed by the College.
- Continue and complete all parts of the work that have not been terminated.

25. **SEVERABILITY:** If any provision of a contract resulting from this ITB is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement.

26. **PUBLIC ENTITY CRIMES:** 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 proposal or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-proposer 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 Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- Note: By signing the proposal, the supplier attests they have not been placed on the convicted vendor list.**
27. **ACCEPTANCES AND REJECTION:** The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of proposer's in order to make a determination as to the foregoing.
28. **JOINT VENTURES:** Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this ITB.
29. **DISPUTES & PROTESTS:** In the case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the College shall be final and binding on both parties. Failure to file a protest within the amount of time prescribed in FS 120.57(3) shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
30. **FAMILIARITY WITH LAWS:** All proposers are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this ITB. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.
31. **EQUAL OPPORTUNITY:** The College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status in its programs and activities. The proposer agrees to make no distinction in its employment practices on the basis of race, color, ethnicity, genetic information, national origin, religion, gender sexual orientation, marital status, age or disability in such practices. Proposer agrees to adhere to any and all applicable State and Federal Civil Rights Laws.
32. **SMALL BUSINESS PARTICIPATION:** The College strongly encourages small, minority and/or women owned Firms or joint venture Firms to submit proposals. Minority/Women Business Enterprises that file false status of their M/WBE status may be found guilty of a felony of the second degree and be barred from bidding with the College for thirty-six (36) months pursuant to 287.094 Florida Statutes.
33. **DEFAULT.** In the event of default on a contract, the vendor shall pay to the Board, as liquidated damages an amount equal to 25% of the unit price proposal, times the quantity (or) \$50.00, whichever amount is larger. In the event of default on a contract, the vendor shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.
34. **INVOICING AND PAYMENT.** Payment will be made by the College after the service awarded to a vendor have been received, inspected, and found to comply with award specifications, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:
- Timely submission of a correct invoice, in strict accordance with the price and delivery elements as stipulated in the purchase order or contract, and submission to Accounts Payable at the address indicated on the purchase order.
 - All invoices shall clearly reference the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include date(s) of services.
 - The invoice shall also contain the vendor's Federal Employer Identification Number (F.E.I.N.).

- The College's terms are "Net 30" after acceptance of goods or services and receipt of an acceptable invoice as described herein.

35. **ANTI-DISCRIMINATION**: The proposer certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
36. **OSHA**: The proposer warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. (MSDS Statement)
37. **AFFIRMATION**: By submission of a proposal, the proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. **Proposer agrees to abide by all terms and conditions of this ITB and the resulting contract. No outside terms and conditions will be considered unless approved by the College.**
38. **RENEWAL**: Renewal options for any contract entered based on this ITB will specified in the contract.
39. **FEDERAL FUNDING SOURCE**: If the source of funding is federal, then Federal requirements must be followed including but not limited to Equal Employment Opportunity laws and regulations, the Davis Bacon Wage Act, Anti-Lobbying Certification, the Contract Work Hours and Safety Standards Act, provisions in 2 CFR Part 200.
40. **INDEMNIFICATION**: To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the College, its District Board of Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.
- The proposer, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its District Board of Trustees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. Further, if such a claim is made or is pending, the proposer may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the proposer and receive reimbursement. If the proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
41. **VERIFICATION OF EMPLOYMENT**: In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the proposer to perform employment duties within Florida and all persons (including sub-consultants) assigned by the proposer to perform work pursuant to the contract with Tallahassee Community College.
42. **PROHIBITION AGAINST CONTINGENT FEES**: Vendors/Suppliers are hereby notified that any contract entered into by the College will contain a prohibition against contingent fees as follows: "The vendor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the College shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration, and to disqualify the vendor from future contracts with the College for a period up to five (5) years.

43. **OPEN COMPETITION:** The College encourages free and open competition among proposers. Whenever possible, specifications, qualification invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College's needs and the accomplishment of a sound economical operation. The proposer's signature on its Statement of Qualifications guarantees that the proposer, its agents, officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the College.
44. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
45. **DEBARMENT:** The College, when using Federal funds may not solicit offers from, award contracts to or consent to sub-contract with contractors debarred, suspended or proposed for debarment, and may disapprove or not consent to the selection (by a contractor) of an individual to serve as a principal investigator, as a project manager, in a position of responsibility for the administration of Federal funds, or in another key personnel position, if the individual is listed in the Excluded Parties List System (EPLS). Also, the College shall not conduct business with an agent or representative of a contractor if the agent's or representative's name is listed in the EPLS. The College shall review the EPLS before conducting a pre-award survey or soliciting proposals, awarding contracts, renewing or otherwise extending the duration of existing contracts, or approving or consenting to the award, extension, or renewal of sub-contracts.
46. **LOBBYING:** Proposer or Contractor is prohibited from using funds provided under this ITB for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
47. **RECORDS OF RETENTION:** Contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the contracting agencies and the Comptroller General as per Federal Acquisition Regulation 52.212-5 Subpar 4.7.
48. **SELECTION PROCESS:** The successful company will be selected based on the evaluation criteria described in the applicable sections of this ITB.
49. **ASSIGNMENT:** Neither this ITB nor any duties or obligations assumed under any agreement or contract(s) resulting from this ITB shall be assigned by Firm without prior written consent of the College.
50. **PROPOSER WARRANTY OF ABILITY TO PERFORM:** Proposer shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the proposer's knowledge, threatened, which would in any way prohibit, restrain, or enjoin the execution or delivery of the proposer's obligations or diminish the proposer's obligations or diminish the proposer's financial ability to perform the terms of any proposed contract with the College.
51. **INDEPENDENT PROPOSER:** Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the proposer the agent or representative of the College for any purpose in any manner whatsoever. Proposer is, and shall remain, an independent contractor with respect to all services performed.
52. **QUALIFICATIONS MODIFICATION:** A proposer may change the Statement of Qualifications at any time prior to opening; however, no oral modification will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Statement of Qualifications, which are addressed in the same manner as the Statement of Qualifications, and are received by the College's Director of Procurement and Auxiliary Services, Attn: Dustin Frost before the scheduled opening time will be accepted. The Statements of Qualifications, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope; which is plainly marked A Modification of Qualifications with the proposer's name.
53. **AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT REGULATION, 1991 AND 2010:** If special accommodations are required in order to attend the Pre-proposal meeting and/or the Statement opening, contact Dustin Frost, Director of Procurement and Auxiliary Services (850) 201-8484.

54. **PROPOSED MATERIALS:** The material submitted in response to the ITB becomes the property of the College and is to be appended to any formal document, which would further define or expand the contractual relationship between the College and the proposer.
55. **PROPRIETARY MATERIAL:** All rights to proprietary material must be transferable to the College in the event the firm goes out of business.
56. **OWNERSHIP OF WORK PRODUCTS:** The College will be considered the owner of all work products produced under any contract that results from this ITB.
57. **ERRORS AND OMISSIONS:** The proposer is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the proposer suspect any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify the College, in writing, and the College shall issue written instructions to be followed. The proposer is responsible for the contents of its Statement of Qualifications and for satisfying the requirements set forth in the ITB.
58. **FIRM'S RESPONSIBILITY:** It is understood and the proposer hereby agrees it shall be solely responsible for all services it proposes, notwithstanding the detail present in the ITB.
59. **PROPOSAL REJECTION:** The College shall have the right to reject any or all Statements of Qualifications and in particular to reject a Statements of Qualifications not accompanied by data required by the ITB or a Statements of Qualifications in any way incomplete or irregular. Conditional Statements of Qualifications will not be accepted.
60. **PERFORMANCE INQUIRY:** As part of the evaluation, the College may make inquiries to determine the ability of the proposer to perform the work. Please provide references as stated in the Previous Experience section of the Instructions for Preparing Proposals in this ITB, preferably from other educational institutions, that shall include the complete name, address, telephone number, and contact person.
61. **GOVERNING LAW AND VENUE:** This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. The College and proposer hereby agree that venues shall lie in Leon, Gadsden or Wakulla County, Florida.
62. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
63. **JESSICA LUNSFORD ACT:** The Vendor shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all vendor employees assigned to the SFA and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32, Florida Statutes.
64. **SUBMITTAL:** Proposals must be received by the TCC Purchasing Office by **May 25, 2023** at 1:45 pm EDST.

Proposal Number: **ITB 2023-07**

Proposals will be opened: **May 25, 2023** at 2:00 pm EDST

Proposals Will Be Opened in the TCC Purchasing Office (see address below)

Send Proposal to:

Tallahassee Community College
Purchasing Department
Administration Building 27, Room 193
444 Appleyard Drive
Tallahassee, Florida 32304

INSURANCE REQUIREMENTS

1. **REQUIREMENTS:**

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

A. **Minimum Limits:**

1. General Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
 - b. Property damage limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
2. Automobile Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$500,000 for each person
 - b. Not less than \$500,000 for each incident
 - c. Property damage limits of not less than \$500,000 for each accident
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
 - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
 - b. \$100,000 for each disease
 - c. \$500,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate

B. **Conditions:**

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
3. The College's Executive Director of Procurement and Auxiliary Services or designee may verify ratings at A.M. Best's website: www.ambest.com/ (regarding item 1B2 above).
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.
6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

2. **MISREPRESENTATION:**

Misrepresentation of any material fact, whether intentional or not, regarding the firm's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

3. **GOVERNMENTAL ENTITIES:**

In the event the firm is a governmental entity, different insurance requirements may apply.

END OF SECTION

EVALUATION PROCESS/CRITERIA

1. **EVALUATION METHOD:**

- A. If necessary, the evaluation process will consist of an Evaluation Committee composed of TCC staff members, selected by the College's Vice President for Administrative Services, that will conduct an initial evaluation of all written proposal responses. The selection committee will make a final recommendation to award based on all written proposals and other factors in the best interests of the College.
- B. The College shall be the judges of this project's best interests, the proposals, and approval of the resulting contract. The College's decision will be final. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract.

2. **NON-RESPONSIVE AND/OR DISQUALIFIED PROPOSALS:**

- A. Non-responsive and/or Disqualified proposals will be rejected by the Purchasing Department and will not be distributed to the evaluation committee for consideration. Additionally, the evaluation committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive and/or disqualified. Non-responsive and/or Disqualified proposals may include, but are not limited to the following:
 - 1. Failure to sign the proposal
 - 2. Failure to acknowledge addenda
 - 3. Failure to provide required submittals/documentation/**Mandatory Forms**
 - 4. Submission of a late proposal
 - 5. Submission of a proposal that contains conflicting terms and conditions than those listed by the College
 - 6. Proposer does not meet minimum mandatory requirements

3. **STATEMENT OF QUALIFICATION:**

- A. To ensure that all ITB's are fairly evaluated it is very important that the ITB's are prepared according to the prescribed format.

4. **EVALUATION CRITERIA**

- A. Primary factors used to decide the award hereunder will be the lowest responsible bidder. Other factors that may be used in the evaluation of this bid could be the Bidder's past performance.

Bid tabulations will be posted for review by interested parties at [Solicitation - Tallahassee Community College \(fl.edu\)](#). The tabulation will remain posted for a period of seventy-two (72) hours.

- B. Identical/Tie Scores: In the event two (2) or more Bidders are deemed equal during the evaluation process, the following criteria, in order of importance, shall be used to break said tie:
 - 1. Drug Free Work Place
 - 2. Bidder's place of business is within Gadsden, Leon, and Wakulla Counties
 - 3. Bidder's place of business is within the State of Florida
 - 4. Flip coin.

END OF SECTION

GENERAL INFORMATION

PURCHASING AGREEMENTS WITH OTHER PUBLIC AGENCIES:

- A. All firms submitting a response to this ITB agree that such response also constitutes an offer to all public entities within the State of Florida under the same conditions, for the same price, and for the same effective period, unless an exemption is submitted with the proposal. The exemption should be submitted on a separate form with the Statement of Qualifications and labeled Exemption to Purchasing Agreements with other Public Agencies.
- B. Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by the virtue of this ITB.

SCHEDULE OF EVENTS:

The College will attempt to adhere to the following schedule of events:

Date	Time	Description
April 18, 2023	11:00 AM	Release of ITB to Public, Posted on MyFloridaMarket Place & Solicitation - Tallahassee Community College (fl.edu)
May 5, 2023	5:00 PM	Deadline for Written Questions / Requests for Information Questions must be submitted in writing via email to Dustin Frost, Director of Procurement and Auxiliary Service Dustin.frost@tcc.fl.edu
May 12, 2023	5:00 PM	Anticipated Date of official response to questions via Question and Answer Form will be posted on MyFloridaMarket Place & Solicitation - Tallahassee Community College (fl.edu)
May 25, 2023	1:45 PM	Proposals Due
May 25, 2023	2:00 PM	Proposal Opening
May 30, 2023	10:00 AM	Proposal Evaluations Meeting
June 20, 2023	2:30 PM	Recommendation to Board of Trustees

END OF SECTION

PROPOSAL SPECIFICATIONS

1. SCOPE OF SERVICES SOUGHT

A. **Statement of Qualifications**

This Invitation to Bid (ITB) is for the purpose of obtaining responses from caterers and vendors to provide meal services for Tallahassee Collegiate Academy at Tallahassee Community College (SFA). Meal programs will include the United States Department of Agriculture's (USDA) National School Lunch Program (NSLP), Seamless Summer Option (SSO), and/or the School Breakfast Program (SBP). The SFA is a public charter school located in Tallahassee, Florida. The goal of the Food Service Program is to provide free and reduced priced meals as well as general priced meals to the students at the charter school who would elect to get a school lunch

B. **Background**

Tallahassee Colligate Academy is a STEM Charter High School located on the campus of Tallahassee Community College, serving 400 students in 9-12th grades.

C. **Overview**

The VENDOR shall provide the type of food service for approximately 180 days (NSLP) 0 days (SSO). The SFA may add or remove sites and/or meal periods for programs covered by this contract 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.

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

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.

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.

D. **Specifications**

VENDOR RESPONSIBILITIES

- The VENDOR shall provide its services hereunder at all times in accordance with generally accepted standards of care and best practices in the industry.
- 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.
- 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.

- 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 Invitation to Bid and Contract. The vendor shall provide the menu cycle to the SFA ten days prior to the month it begins.
- 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.
- 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.
- The vendor shall be responsible for the quality and wholesomeness of meals up to and including delivery to the SFA.

USDA FOODS

- 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.
- 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.
- The VENDOR shall manage all USDA Foods to ensure the foods are utilized in the SFA's food service.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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).
- 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.
- The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting the FDACS or processor as applicable.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- The SFA shall retain title to all USDA Foods provided to the VENDOR for use in the SFA's food service.
- USDA donated foods or processed end products containing USDA donated foods shall not be used for catering or special functions conducted outside of the nonprofit school food service.

PURCHASE/BUY AMERICAN

- The VENDOR shall retain title of all purchased food and nonfood items.
- 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.
- The VENDOR shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.
- 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.
- 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.
- The VENDOR shall certify the percentage of U.S. content in the products supplied to the SFA.
- 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.
- The VENDOR shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.
- The VENDOR must request approval for exceptions to Buy American Provision from SFA prior to delivery. Requests should include documentation such as cost or availability data. SFA must document when an exception is approved, including all Buy American Provision requirements as stated in 7 CFR Part 210.21(d)/ and FNS Policy Memo SP 38-2017. The following must be documented for each approval:
 - Consideration made for the use of domestic alternative foods before approving an exception.
 - The use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
 - The use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

EQUIPMENT

- The VENDOR shall provide all equipment to hold and serve the meals.
- 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.

- The VENDOR shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all VENDOR-owned property and equipment.
- 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.
- The VENDOR shall not remove food preparation or serving equipment owned by the SFA from the SFA's premises.
- 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.
- The VENDOR shall retain title to all VENDOR-owned property and equipment when placed in service.
- 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.
- 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.

INSPECTION OF FACILITY

- 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.
- 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.

DELIVERY REQUIREMENTS AND NONCOMPLIANCE

- Meals must be delivered in accordance with the approved menu cycle.
- 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.
- Meals must be delivered in closed-topped, sanitary vehicles.
- 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.
- 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.
- 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.
- 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.

- 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.

PACKAGING REQUIREMENTS

- 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 350oF (204oC) or higher.
- Hot bulk meals must be in stainless steel containers with lids with a depth of no more than four inches.
- Cold meal unit or unnecessary to heat—Container and overlay to be plastic or paper and non-toxic.
- Cold meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- 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
- 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.
- All refrigerated food shall be delivered at an internal temperature of 40oF or below.
- All frozen food shall be delivered at 0oF or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors.
- All hot food shall be delivered with an internal temperature of 135oF or above.

MEAL PRICING

- All bids must be calculated based on the menu(s) in Exhibit B. Milk will be supplied by the VENDOR.
- The price per meal must include the meal 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.
- All bids must be submitted using the Bid 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.

- The bid 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.
- The SFA is not obligated to purchase any minimum number or dollar amount of meals under this Contract.
- 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.
- 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.
- 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.
- 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.
- The VENDOR shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
- The fixed meal rate for meals must be calculated as if no commodities were available.

LICENSES, CERTIFICATIONS, AND TAXES

- Throughout the Term of the Contract and each renewal Term, the VENDOR shall obtain and maintain all applicable licenses and permits required by federal, state, and local law.
- 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.

RECORD KEEPING

- 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.
- 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.

- 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.
- The VENDOR accepts liability for any overclaims due to VENDOR negligence or noncompliance with regulations, including those overclaims based on review or audit findings.
- 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
 - 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 *Invitation to Bid and Contract*
- 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.
- 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.
- 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.

FOOD SPECIFICATION

- 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:

- 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.

- 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 70:30 lean to fat, preferably 80:20 lean to fat or better.
- 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 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.
- For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.
- 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.
- 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.
- 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.
- 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.
- 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
- 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.

- 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).
- All fruit juices must be 100 percent, full strength juice.
- 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.
- Sauces, (i.e., spaghetti, pizza) and gravy must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- 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.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 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.
- 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.
- 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.
- 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.

GENERAL CONTRACT TERMS

- No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Minority-Owned Business Enterprise.
Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:

- Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
 - Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
 - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation;
 - Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
 - Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.
- The Vendor hereby agrees that it will comply with:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
 - Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 - Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
 - Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
 - Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
 - All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
 - Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
 - Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
 - The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
 - 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.);
 - 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).
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension (2 C.F.R. Appendix II to Part 200). The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).
 - 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. (2 C.F.R. 200.323 Solid Waste Disposal Act)

- 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.
- 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.
- 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.
- 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.

END OF SECTION

INSTRUCTIONS FOR PREPARING PROPOSALS

1. **PROPOSAL FORMAT:**

The proposal should be divided into sections with references to parts of the ITB done on a section-by-section basis. Each section should be its own "Folder" within the USB

2. **PROPOSAL SUBMITTAL FORMAT AND SUBMISSION REQUIREMENTS –**

Failure to provide information required in this Proposal response portion of this ITB packet may result in a disqualification of entire proposal.

Section 1 – Bid Summary-Mandatory

Section 2- Disputes Disclosure Form-Mandatory

The proposer shall answer and provide information for both the firm and firm's personnel within the past 10 years.

Section 3- Public Entity Crimes Form- Mandatory

Section 4- Proposal Response Form – Mandatory

The proposer shall complete and return the Proposal Response Form of this ITB and insert under **Section 5** of the Proposal.

Section 5 – Proposal Certification Form – Mandatory

The proposer shall complete and return the Proposal Certification Form of this ITB and insert under **Section 6** of the Proposal.

Section 6 – Drug-Free Work Place Certification – Mandatory

The proposer shall complete and return Drug-Free Work Place Form of this ITB and insert under **Section 6** of the Proposal.

Section 7 – Minority, Woman & Veteran Owned Business Declaration Form – Mandatory

The proposer shall complete and return the Minority, Woman or Veteran Owned Business Declaration Form of this ITB and insert under **Section 8** of Proposal.

Section 8 – Addendum Acknowledge Form – Mandatory (if applicable)

It is mandatory that the proposer complete and return all Addendum Acknowledgement Form(s) for this ITB and insert under **Section 8** of the Proposal.

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum to all proposers who received an ITB package from the Purchasing Department. It is the proposers' responsibility to check with the Purchasing Department website prior to submitting a proposal to make sure they have not missed any issued addendums.

Section 9- Certification Regarding Lobbying- Mandatory

Section 10- Disclosure of Lobbying Activities-Mandatory

Section 11- E-Verify Form-Mandatory

Section 12- Debarment Form-*Mandatory*

The College will also post all addenda and materials relative to this procurement on the Purchasing website: [Solicitation - Tallahassee Community College \(fl.edu\)](#) and the State of Florida's eProcurement System [MyFloridaMarket Place Vendor Information Portal](#)

Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.

END OF SECTION

Bid Summary-Section 1

**Invitation to Bid and Contract
Nonprofit School Food Service**

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning 8/7/2023 and ending 6/3/2024 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 solicitation/Contract.

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

	Units	Rate/unit	Total
Reimbursable Lunches (9-12)	1. _____	2. _____	3. _____

¹ "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.

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

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 one year and may be renewed by mutual agreement for four additional one-year Renewal Terms.

Name of Bidder

Street Address

City

State

Zip Code

Signature of Authorized Bidder

Title

Date

END OF SECTION

DISPUTES DISCLOSURE FORM-Section 2

Please answer the following questions **Yes** or **No**. If you answer yes to any of the questions please provide a full explanation below the question.

- 1. Has your company or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association with in the last ten (10) years?

- 2. Has your company or any member of your company been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last ten (10) years?

If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

- 3. Has your company had filed against it or filed any requests for equitable adjustment, contract claims or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved?

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Company Name _____ Date _____

Authorized Signature _____ Title _____

END OF SECTION

PUBLIC ENTITY CRIMES-Section 3

STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting statement)

whose business address is: _____

and (if applicable its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(2)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(2)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(2)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of any entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 297017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

END OF SECTION

PROPOSAL RESPONSE FORM-Section 4

Proposers are required to complete and submit this form. Proposers must submit five (5) copies of proposal electronically on a USB in PDF format of the proposal complete with all supporting documentation, in a sealed envelope/box marked as noted in the General Conditions of the ITB. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.

Company Name: _____

Address _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____

Company Toll Free Telephone Number: _____

E-Mail Address: _____

Type of Business: ___ Corporation ___ Partnership

___ Sole Partnership ___ Joint Venture

Incorporated in State of _____ Date: _____

Number of Years _____

SSN (If Sole Proprietorship or Partnership): Only required if FEIN is not provided _____

I have submitted the required TCC vendor application and W9 form online and have obtained my TCC Workday Supplier ID # which is SU- _____ .

Name of Company Representative:

Printed _____ Signature _____

Title _____ Date _____

END OF SECTION

PROPOSAL CERTIFICATION-Section 5

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read, understand and will comply with all of the terms and conditions of the Invitation to Bid.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Proposer _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

Date _____

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Qualifications, understands it, and agrees to be bound by its terms and conditions. Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm and submitted with the completed ITB. Each responding firm shall submit only one proposal.

NOTE: Please return to Tallahassee Community College with your proposal.

END OF SECTION

DRUG FREE WORKPLACE-Section 6

This form is available electronically.

OMB Control No. 0505-0027

Expiration Date: 04/30/2022

Certification Regarding Drug-Free Workplace Requirements (Grants)

AD-1049



Alternative I – For Grantees Other Than Individuals

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

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page three before completing certification.)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee’s policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

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

PLACE OF PERFORMANCE *(Street Address, City, County, State, Zip Code)*

Check if there are workplaces on file that are not identified here.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

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

SIGNATURE(S)

DATE

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-74

MINORITY, WOMAN, VETERAN OWNED BUSINESS DECLARATION-Section 7

Minority/Woman/Veteran Owned Business: Yes _____ N/A _____

If **Yes** please complete the form.

Proposer hereby declares that it is a Certified Minority/Woman Business Enterprises, as defined by section 288.703 Florida Statutes and Certified Veteran Business Enterprise, as defined by section 295.187 Florida Statutes by virtue of the following:

Category of Certificate (check applicable area):

- African American Hispanic Native American Asian American
 American Woman Service-Disabled Veteran

Note: Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT FORM-Section 8

ITB # TBD
ADDENDUM #1

TALLAHASSEE COMMUNITY COLLEGE
444 Appleyard Drive
Tallahassee, Florida 32304-2895
850.201.8520
www.tcc.fl.edu

Sample

Bid No: ITB # TBD

Bid Title: SAMPLE PROJECT

Opening Date: TBD @ 2:00 p.m.

ADDENDUM NO: One (1) Date: XXXXXXX, 00, 2021

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED ITB:

This addendum includes the following:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE RESPONSE.

RESPONDENT: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

END OF SECTION

CERTIFICATION REGARDING LOBBYING-Section 9

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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

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

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

By _____ Date: _____

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

By _____ Date: _____

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

For _____

Name of Grantee

Title of Grant Program

END OF SECTION

DISCLOSURE OF LOBBYING ACTIVITIES-Section 10

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

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

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The

filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

END OF SECTION

E-VERIFY FORM-SECTION 11

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The College may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the College as a result of the termination of this Contract.

Authorized Signature Date

Printed Name

Title

Name of Entity/Corporation

END OF SECTION

DEBARMENT FORM-SECTION 12

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025



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

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

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

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

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

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

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

END OF SECTION

EXHIBIT A

SITE INFORMATION LIST

SFA: Tallahassee Collegiate Academy at Tallahassee Community College

Agreement Number _____

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Tallahassee Collegiate Academy at Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304	200	9, 10	180	100%	Lunch	11:30	12:00

END OF SECTION
EXHIBIT B

SAMPLE 21-DAY CYCLE MENU

M/MA	1 2 oz. Baked Chicken	2 2 oz. Cheese (Sauce)	3 2 oz. Cheese/Pepperoni (Pizza)	4 2 oz. Baked Chicken Tenders (meat)	5 2 oz. Chicken/Cheese (Quesadilla)	VEG 1/2 Dk Green 1-1/4 Red/Orange 1/2 Beans/Peas 1/2 Starchy 3/4 Other 1-1/2 cup Add'l
G/B	1 Whole Grain Dinner Roll 1/2 cup Seasoned Whole Grain Brown Rice	1 cu Whole Grain Pasta—Macaroni	2 oz. Whole Grain Pizza Crust	1 oz. Tenders Whole Grain Breading	1 oz. Whole Grain Tortilla	x
Fruit	1 cu 1/2 cup Fresh Apple 1/2 cup 100% Grape Juice	1 cu 1/2 cup Peaches 1/2 cup Fresh Banana	1 cup 1/2 cup Fresh Orange Wedges 1/2 cup Grapes 1 cup Lettuce Salad* (credit 1/2 cup) (Dark Green) FF Dressings	1 cu 1/2 cup Cinnamon Applesauce 1/4 cup Raisins** (credits 1/2 cup)	1 oz. Whole Grain Tortilla Chips 1 cu 1/2 cup Pineapple Chunks 1/2 cup Orange Wedges	x
Veg	1 cu 3/4 cup Sweet Potato Casserole 1/4 cup Green Beans	1 cu 1/2 cup Potato Rounds, Baked 1/2 cup Baby Carrots FF Ranch	1 cup 1/2 cup Corn	1 cu 1/2 cup Mashed Potatoes 1/4 cup Green Peas 1/4 cup Carrot Coins, Cooked	1 cu 1/2 cup Pinto Beans 1/2 cup Lettuce (credit 1/2 cup), 1/4 cup Salsa	x
						x Grains (10 oz)
M/MA	6 2 oz. Meat (Spaghetti Sauce)	7 2 oz. Oven-Baked Fish Nuggets(meat)	8 2 oz. Hamburger	9 2 oz. Grilled Chicken (Caesar Wrap)	10 2 oz. Cheese (Grilled Cheese)	VEG 1/2 Dk Green 1-1/4 Red/Orange 1/2 Beans/Peas 1/2 Starchy 3/4 Other 1-1/2 cup Add'l
G/B	1 cu Whole Grain Pasta—Spaghetti	1 oz. Nugget Whole Grain Breading	2 oz. Whole Grain Bun	2 oz. Whole Grain Tortilla	2 oz. Whole Grain Bread	x
Fruit	1 cu 1/2 cup Fresh Banana 1/2 cup Pears	1 cu 1 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	1 cup 1/2 cup 100% Apple Juice 1/2 cup Fruit Cocktail	1 cu 1 cup Cantaloupe Wedges	1 cu 1/2 cup Pears 1/2 cup Peaches	x
Veg	1 cu 1 cup Lettuce Salad* (credit 1/2 cup) (Dark Green) 1/2 cup Baby Carrots FF Ranch	1 cu 1/2 cup Potato Wedges, Baked 1/2 cup Green Beans	1 cup 3/4 cup Baked Sweet Potato Fries 1/4 cup lettuce (credit 1/8 cup), 1/8 cup tomato, pickles (garnish)	1 cu 1/2 cup Roasted New Potatoes 1/2 cup Sliced Cucumbers and Onions	1 cu 1/2 cup Baked Beans 1/2 cup Corn	x
						x Grains (10 oz)
M/MA	11 2 oz. Meat (Sloppy Joe)	12 2 oz. Meat (Chili)	13 2 oz. Grilled Chicken (Sandwich)	14 2 oz. Hot Ham and Cheese (Pita)	15 2 oz. Meat & Cheese (Tacos)	VEG 1/2 Dk Green 1-1/4 Red/Orange 1/2 Beans/Peas 1/2 Starchy 3/4 Other 1-1/2 cup Add'l
G/B	2 oz. Whole Grain Bun	1 oz. Whole Grain Snack Crackers	2 oz. Whole Grain Bun	1 oz. Whole Grain Pita	2 oz. Whole Grain Tortilla	x
Fruit	1 cu 1 cup Watermelon	1 cu 1/2 cup Mixed Fruit 1/2 cup Fresh Banana	1 cup 1/2 cup Fresh Apple 1/2 cup 100% Fruit Punch Juice	1 cu 1/2 cup Fresh Orange Wedges 1/2 cup Pineapple Chunks	1 cu 1/2 cup Applesauce 1/2 cup Peaches	x
Veg	1 cu 1/2 cup Potato Salad 1/2 cup Coleslaw	1 cu 1/8 cup Variety Beans (Chili) 1/2 cup Carrot Coins, Cooked 3/8 cup Green Peas	1 cup 1/2 cup Sweet Potato Casserole 1/2 cup Broccoli, Steamed	1 cu 3/8 cup Beans (Fiesta Dip) 3/8 cup Celery Sticks 1/4 cup Carrot Sticks FF Ranch	1 cu 1 cup Lettuce Salad* (credit 1/2 cup) (Dark Green) 1/2 cup shredded lettuce (credit 1/4 cup), 1/4 cup diced tomato	x
						x Grains (10 oz)

M/ MA G/B Fruit Veg	16 2 oz. 1 cu 1 cu	Ground Turkey & LF Cheese (Ziti) Whole Grain Pasta—Ziti (Baked) 1/2 cup Fresh Banana 1/2 cup 100% Apple Juice 1/2 cup Baked Potato Wedges 1/4 cup Corn 1/4 cup Sliced Tomatoes	17 2 oz. 1 cup 1 cup 1 cup	Meat (Stir Fry) Whole Grain Brown Rice 1/2 cup Fresh Pineapple Chunks 1/2 cup Pears 1/2 cup Oriental Veg (Stir Fry) 1/2 cup Steamed Broccoli & Cauliflower (equal parts)	18 2 oz. 2 oz. 1 cup	Shredded Chicken (BBQ) Whole Grain Bun 1/2 cup Baked Cinnamon Apples 1/4 cup Raisins** 1-1/2 cup Lettuce Salad* (credit 3/4 cup) (Dark Green) 1/8 cup Diced Tomatoes 1/8 cup Shredded Carrots FF Dressing	19 2 oz. 1 oz. 1 oz. 1 cu 1 cu 1 cu 1 cu	Beef (Burrito) Whole Grain Tortilla Whole Grain Tortilla Chips 1 cup Fresh Melon(s) 1/8 cup Variety Beans (Burrito) 3/8 cup Refried Beans 1/4 cup Salsa 1/4 cup Celery Sticks FF Ranch	20 2 oz. 2 oz. 1 cu 1 cu 1 cu 1 cu	Hot Turkey and Cheese (Sub) Whole Grain Bun 1/2 cup Sliced Kiwi 1/2 cup Red Grapes 1/2 cup Baked Sweet Potato Fries 1/4 cup Green Beans 1/4 cup Sliced Tomatoes	VEG x 1/2 Dk Green x 1-1/4 Red/Orange x 1/2 Beans/Peas x 1/2 Starchy x 3/4 Other x 1-1/2 cup Add'l Grains (10 oz)
	21 2 oz. 1 oz. 1 oz. 1 cu 1 cu	Gr. Chicken & LF Cheese (Chef Salad) Whole Grain Croutons Whole Grain Soft Breadstick 1/2 cup Fresh Apple 1/2 cup 100% Orange Juice 1-1/2 cup Lettuce Salad* (Dark Green) (credit 3/4 cup) 1/8 cup Shredded Carrots, 1/8 cup Diced Tomatoes, Sliced Cucumbers (garnish)	<p>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.</p> <p>Required average daily calorie range per 5-day week = 750-850 Light, low-fat, non-fat, and sugar-free products/food items to be used as necessary to meet the average daily calorie range.</p> <p>**Raisins: 1/4 cup counts as 1/2 cup fruit equivalent</p> <p>8 oz. milk served daily per meal pattern requirements.</p> <p>Condiments to be included.</p>								

END OF SECTION

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

	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	1	1½
Grains (oz. eq.)	7 (1)	8 (1)	9 (1)	8 (1)	8 (1)	10 (2)
Meats/Meat Alternates (oz. eq.)	0 ^g	0 ^g	0 ^g	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^h	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^{h,i,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ⁱ	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{h,j}	< 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 ^l	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

^aFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.

^bOne 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.

^cFor 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).

^dLarger amounts of these vegetables may be served.

^eThis 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).

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

⁹ 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.

^h 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).

ⁱ 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.

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.

END OF SECTION