

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

BID OPENING DATE AND TIME:

20-OCT-16 at 2:00 PM

BID NUMBER: 304455

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 142772 Ordering Dept.: Youth and Family Development/Recreation Division Buyer: Dedra Partridge Phone No.: (423) 643-7237 Items Being Purchased: Commercial Food Service Vendor/CACFP ATTACHMENTS: Certificate Of Eligibility To Bid And Independent Price Determination Instruction To Bidders Scope Of Services Unit Price Schedule And Instructions Contract Provisions And Specifications General Conditions Invitation For Bid And Contract-Schedule A Meal Pattern-Schedule B Meal Pattern Definitions Sample Cold Meal Menu Cycle-Schedule C Debarment And Suspension Instruction-Schedule D Debarment/Suspension Certification Instructions For Certification Vendor Disclosure and Acknowledgement-"Iran Divestment Act" Affirmative Action Plan City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Commerical Food Services. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON October 20, 2016 *** NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.					

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Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>eMail Address _____</p> <p>Contact Person's Name _____</p> <p>Estimated Delivery _____</p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p>					

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.
Bids will be received at the above mentioned address.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

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City of Chattanooga
101 East 11th Street, Suite G13
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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Commerical Food Services-CACFP-estimated servings per day 500; estimated number of serving days 205=102500 servings total.	102500	Each	_____	_____

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COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

CERTIFICATE OF ELIGIBILITY TO BID AND INDEPENDENT PRICE DETERMINATION

By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:

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

Each person signing this bid certifies that:

- (A) He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein or that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to (1) through (3) above;
- (B) He/she has not participated, and will not participate, in any action contrary to (1) through (3) above; and
- (C) His/her company and individual employees have not been proposed for debarment, debarred or suspended by a federal agency.

Vendor Certification:

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE	TITLE	DATE
NAME OF COMPANY		

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

SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE	TITLE	DATE
	COO	

ACCEPTING A BID DOES NOT CONSTITUTE ACCEPTANCE OF THE CONTRACT

NOTE: Authorized representatives of both the agency and bidder must execute this or a similar certificate of independent price determination.

INSTRUCTION TO BIDDERS

1. **Definitions** - as used herein:

- A. The term "bid" means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- B. The term "bidder" means a commercial food service vendor submitting a bid in response to this Invitation for Bid.
- C. The term "contractor" means the Commercial Food Service Vendor to whom the bid is awarded and with whom the contractual agreement is executed.
- D. The term "TNDHS" means the Tennessee Department of Human Services, Food Programs Department.
- E. The term "Commercial Food Service Vendor" means an organization, other than a public or private nonprofit school, with which an agency may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the CACFP.
- F. The term "Invitation for Bid," hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this CACFP, the IFB becomes a part of the contract upon acceptance by the agency, review by TNDHS and execution of the contractual agreement.
- G. The term "agency" means the CACFP entity, which issues this IFB.
- H. The term "program" means the CACFP as set forth in the Code of Federal Regulations, 7 CFR Part 225.
- I. The term "unitized meal" means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms have the meanings ascribed to them in the CACFP Program Regulations, 7 CFR Part 225.

2. **Submission of Bids:**

- A. Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.
- B. Bids will be executed and submitted in duplicate with one copy being marked "original." If accepted, this IFB will become a part of the contract and one copy of the accepted bid/contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" will prevail, should there be a variance between that "original" copy of the bid and other copies submitted by the bidder. No changes in the specifications or general conditions as presented by the agency herein are allowed. The bidder prior to submission will initial erasures on this bid.
- C. Bids must include a copy of a current state or local health certificate for the food preparation facilities.
- D. Bids that exceed the lowest bids and bid totaling \$100,000 or more are subject to State agency approval.
- E. Bids that are \$100,000 or more must include a copy of the bid bond in the amount of 5 to 10 percent as determined by the agency.
- F. Bids must include a Debarment/Suspension Certification.
- G. Within 10 days of awarding the contract, food service vendors shall provide the agency a Performance Bond in the amount of 10 to 25 percent as the State Agency determines for contracts that are \$100,000 or more.

Bid bonds and performance bonds must be obtained only from surety companies listed in the current Department of the Treasury Circular 570.

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

3. **Explanation to Bidders:**

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

4. **Acknowledgement of Amendments to IFB's:**

Prior to the bid opening date, agencies must notify bidders of any amendments made to the IFB.

Section C

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

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

6. **Time for Receiving Bids:**

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

8. **Errors in Bids:**

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

9. **Award of Contract:**

- (A) The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the agency, price and other factors considered. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, compliance with food guidelines and requirements set forth by TNDHS.
- (B) The agency reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the CACFP and to waive informalities and minor irregularities in bids received.
- (C) The agency reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.
- (D) This contract may be renewed for one-year periods. This contract may be canceled for cause by either party with a sixty day notification.

10. **Late Bids, Modifications of Bids, or Withdrawals of Bids:**

- (A) Any bid received after the exact time specified for receipt will not be considered. All bids must be in-hand at the agency by the time and date specified..
- (B) Any modification or withdrawal of bid is subject to the same conditions as in (A) above. A bid may be withdrawn in person or by email by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- (C) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail, is the U.S. Postal Service postmark on the wrapper or on the original receipt from the postal service. If neither postmark shows a legible date, the bid, modification or withdrawal will be deemed to have been mailed late. (The term "postmark" means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

SCOPE OF SERVICES

1. Contractor agrees to deliver and/or have ready for pick up unitized meals *inclusive of milk to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
2. All meals furnished for the agency under this contract must meet or exceed United States Department of Agriculture requirements set out in Schedule B, attached hereto and made a part hereof. All yields of cooked and uncooked products will conform to yields identified in the United States Department of Agriculture Food Buying Guide.
3. The contractor agrees to furnish meals for the agency in accordance with the sample menu cycle, which appears in Schedule C, attached hereto and made a part hereof.
4. Contractor will furnish meals for the CACFP as ordered by the agency during the period of ** OCTOBER 1, 2016 TO MAY 19, 2017 AND THEN FROM AUGUST 14, 2017 to SEPTEMBER 30, 2017.
5. Contractor will furnish meals for the CACFP as ordered by the agency ***5 days a week.
6. Contractor will **** HAVE READY FOR PICK UP meals/snacks as ordered by the agency.

* Insert "inclusive" or "exclusive" as applicable.

** Agency will insert contract commencement date and expiration date.

*** Agency will insert appropriate number of serving days.

**** Agency will insert either "deliver" or "have ready for pick up" or "deliver/pick up" for both.

UNIT PRICE SCHEDULE AND INSTRUCTIONS

1. Unit Price Schedule:

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B and C for meals to be delivered to all of the centers stated in Schedule A. (SEE ATTACHED)

A	B	C	D	E
MEAL TYPE ¹	ESTIMATED SERVINGS PER DAY ²	ESTIMATED NUMBER OF SERVING DAYS ³	UNIT PRICE ⁴	TOTAL PRICE ⁵
Breakfast	<u>0</u>	<u>0</u>	<u> </u>	<u> </u>
AM SNACK	<u>0</u>	<u>0</u>	<u> </u>	<u> </u>
LUNCH	<u>0</u>	<u>0</u>	<u> </u>	<u> </u>
PM SNACK	<u>0</u>	<u>0</u>	<u> </u>	<u> </u>
SUPPER	<u>500</u>	<u>205</u>	<u> </u>	<u> </u>
TOTALS	<u>500</u>	<u>205</u>	<u> </u>	<u> </u>

Bidders will submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract to secure all its needs from the successful bidder and such contract will bind the bidder/contractor to perform all such work ordered by the agency at prices specified in the contract. Award will be made to the responsive, responsible bidder(s) on the basis of the lowest aggregate cost to the agency. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

In the event of any inconsistencies or errors, the unit price (D) will take precedence.

Instructions for completion of Unit Price Schedule - see example, Section E, Page 2:

- (1) The agency will indicate which meal types the contractor will be providing meals for during the contract period (strikeout extraneous meal types in column A).
- (2) The agency will fill in the estimated number of meals (in column B) that will be served each day by meal type during the contract period.
- (3) The agency will fill in the number of anticipated operating days that meals will be served (in column C) during the contract period.
- (4) The bidder will insert the appropriate unit price (in column D) for each meal type indicated by the agency.
- (5) The bidder will calculate total price (column E) by multiplying B x C x D.

CONTRACT PROVISIONS AND SPECIFICATIONS

1. Contract:

- A. This is a contract for the services specified in the Sections and Schedules and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the agency's need for services set forth in the Sections and Schedules do not result in orders in the amounts or quantities described as "estimated" in the Sections and Schedules, such events will not constitute the basis for an equitable price adjustment under this contract.
- B. The agency may issue orders, which provide for delivery to or performance at multiple destinations.
- C. The agency will not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the Sections and Schedules will be dependent upon the needs of the agency.
- D. In the event of the need for changes in the provisions of this contract, due to regulatory or guidance changes prescribed by the United States Department of Agriculture (USDA) or DHS, during the duration of this contract; such events will be considered a basis for renegotiation, with prior approval and agreement from DHS, of the terms and conditions of the contract between the agency and the contractor. Authority for such renegotiation must be requested from DHS, in writing, by the agency prior to the commencement of any such renegotiation.

2. Pricing:

Pricing will be on the numbers described in Section E, Unit Price Schedule. All bidders must submit bids on the same menu cycle provided by the agency. Bid price must include price of food, milk (if applicable), packaging, transportation (if applicable) and all other related costs (e.g., condiments, utensils, etc.).

3. Evaluation of Bidders:

Each bidder will be evaluated on the following factors:

- Financial capability to perform a contract of the scope required; and
- Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable state and local health, safety and sanitation standards; and
- Ability to meet all HEPA standards; and
- Previous experience of the bidder in performing services similar in nature and scope; and
- Other factors such as transportation capability, sanitation, and packaging;

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

4. Unit Prices:

The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided in Section E, Unit Price Schedule and must include proper packaging as required in the specifications and delivery cost (if applicable) to the designated sites. Unit prices will include taxes, but any charges or taxes that are required to be paid under future laws must be paid by the bidder at no additional charge to the agency.

5. Meal Orders:

The agency will order meals on * MONDAY BY 5:00PM of the week preceding the week of delivery or pick up; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each center and each type of meal.

The agency reserves the right to increase or decrease the number of meals ordered on a ^{**} 48 -hour notice (or less if mutually agreed upon between the parties to this contract).

6. Menu-Cycle Change Procedure:

Snacks/meals will be delivered on a daily basis in accordance with the sample menu cycle which appears in Schedule C. Deviation from this menu cycle will be permitted only upon authorization of the agency. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists, which might prevent the contractor from providing a specified meal component, the contractor will notify the agency immediately so substitutions can be agreed upon. The agency reserves the right to suggest menu changes within the Commercial Food Service Vendor's food cost periodically throughout the contract period.

7. Noncompliance:

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

8. Specifications:

A. Packaging:

- (1) Hot meal unit packaging will be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of nontoxic material, and be capable of withstanding temperatures of 400F (204C) or higher.
- (2) Cold meal unit or unnecessary-to-heat container and overlay to be plastic or paper and nontoxic.
- (3) Cartons - each carton will be labeled. Labels to include:
 - (a) Item identity, meal type;
 - (b) Date of production;
 - (c) Quantity of individual units per carton.
- (4) Meals will be delivered with the following nonfood items: condiments, straws for milk, napkins, single service ware, etc. ***

B. Food Preparation:

Meals will be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

C. Food Specifications:

Bids are to be submitted on the menu cycle included as Schedule C and will include, as a minimum, the portions specified by the U.S. Department of Agriculture for each meal, which are included in Schedule B of this IFB.

* Indicate the name of the day of the week orders for the next week will be placed.

** Time frame should be no longer than 24 hours.

All meat and meat products, except sausage products, will have been slaughtered, processed and manufactured in plants inspected under a U.S. Department of Agriculture approved inspection and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

D. Product Specifications:

Milk and milk products are defined as " . . . fluid types of pasteurized flavored or unflavored whole milk, low-fat milk, skim milk, or cultured buttermilk, which meet state and local standards for such milk . . . " milk delivered hereunder will conform to these specifications.

GENERAL CONDITIONS**1. Supervision and Inspection:**

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

2. Record Keeping:

- A. Delivery receipts or pick up tickets must be prepared by the contractor at a minimum in two copies: one for the contractor and one for the agency. Delivery tickets must be itemized to show the number of meals of each type delivered to each center. Designees of the agency at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices will be accepted by the agency only if they accurately represent the delivery tickets, signed by the agency's designee at the site.
- B. The contractor will maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims and provide the agency copies of all records monthly.
- C. The books and records of the contractor, pertaining to this contract, will be available for a period of three years from the date the agency submits to DHS the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for investigation and audit by representatives of DHS, representatives of the U.S. Department of Agriculture, the agency and the Controller General of the United States at any reasonable time and place.

4. Method of Payment:

The contractor will submit its itemized invoice to the agency * BY THE 5TH OF EACH MONTH . Each invoice will provide a detailed breakdown of the number of meals delivered and signed for at each center during the preceding ** MONTH . Invoices should list the monthly total breakfasts, lunches, and snacks respectively by site.

Payment will be made at the unit price specified in the contract. No payment will be made unless the required delivery receipts have been signed by the center representative of the agency.

5. Inspection of Facility:

- A. The agency, DHS, and the U.S. Department of Agriculture reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The contractor's facilities will be subject to periodic inspections by U.S. Department of Agriculture, state and local health departments or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with U.S. Department of Agriculture regulations.
- C. The contractor will obtain for meals, which it prepares, periodic inspections by the local health department or an independent agency to determine bacteria levels in the meals and conformance with standards set by local health authorities.

6. Insurance/Bonding:

- A. Agencies may insert their agency's insurance or bonding requirements or specifications as applicable
- B. **Bid Bond** - bids more of \$100,000 or more will include a bid bond in the amount of Five Percent (5%) of the bid price.
- C. **Performance Bond** - The vendor shall provide the agency with a performance bond within 10 days after awarding the

contract if the contract is \$100,000 or more. The performance bond will be in the amount of Ten Percent (10%) of the contract price.

Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570.

7. Availability of Funds:

The agency will have the option of canceling this contract if the federal government withdraws funds to support the CACFP. It is further understood that, in the event of cancellation of the contract, the agency will be responsible for meals that have already been assembled, delivered and/or picked up in accordance with this contract.

8. Number of Meals and Delivery Times:

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

9. Emergencies for Meals to be Delivered:

In the event of unforeseen emergency circumstances, the contractor will immediately notify the agency by telephone or email of the following: (A) the impossibility of on-time delivery; (B) the circumstance(s) precluding delivery; and (C) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than * DESIGNATED hour(s) after specified mealtime. Emergency circumstances at the feeding site precluding utilization of meals are the concern of the agency. The agency may cancel orders provided it gives the contractor at least *48

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

10. Emergencies for Meals to be Picked-up:

In the event of unforeseen emergency circumstances, the contractor will immediately notify the agency by telephone or telegram of the following: (A) the impossibility of on-time availability of meals; (B) the circumstance(s) precluding pick up of the meals; and (C) a statement of whether or not succeeding service will be affected.. Emergency circumstances at the center precluding utilization of meals are the concern of the agency. The agency may cancel orders provided it gives the contractor at least *48 hours notice. Adjustments for emergency situations affecting the contractor's ability to provide meals, or agency's ability to utilize meals for periods longer than 24 hours will be mutually worked out between the contractor and the agency.

11. Termination:

- A. The agency reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The agency will notify the contractor of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the agency will have the right, upon written notice, of immediate termination of the contract and the contractor will be liable for any damages incurred by the agency. The agency will negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- B. The agency will give written notice (delivered by certified mail) to the contractor, to terminate the right of the contractor to proceed under this contract if it is found, by the agency that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employee of the agency with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the agency makes such findings will be in issue and may be reviewed in any competent court.
- C. In the event this contract is terminated as provided in paragraph (B) hereof, the agency will be entitled (1) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (2) as a penalty in addition to any other damages in an amount which will not be less than three nor more than ten times the cost incurred by the contractor in providing any such gratuities to any such officer or employee.

D. The rights and remedies of the agency's provided in this clause will not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

12. Subcontracts and Assignments:

The contractor will not subcontract with any other company for the total meal, with or without milk, or for the assembly of the meal; and will not assign, without the advance written consent of the agency, his/her contract or any interest therein.

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

13. Equal Opportunity

The following clause is applicable unless this contract is exempt under the rules, regulations and relevant orders of the Secretary of Labor (41 CFR CH. 60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

INVITATION FOR BID AND CONTRACT

SCHEDULE A

See attached Supplemental Table

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN
SCHEDULE B**

FOOD COMPONENTS	BREAKFAST	LUNCH OR SUPPER	SNACK¹ (choose two of the four)
Milk Milk, fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ³	1 cup (8 fl. oz.) ²
Vegetable(s) and/or Fruit(s) Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice or An equivalent quantity of any combination vegetables(s), fruit(s), and juice	1/2 cup 1/2 cup (4 fl. oz.)	3/4 cup total ⁴	3/4 cup 3/4 cup (6 fl. oz.)
Grains/Breads⁵ Bread Cornbread, biscuits, rolls, muffins, etc., or Cold dry cereal or Cooked pasta or noodle product or Cooked cereal or cereal grains or an equivalent quantity of any combination of bread/bread alternates	1 slice (.9 oz.) 1 serving 3/4 cup or 1 oz. ⁶ 1/2 cup 1/2 cup	1 slice (.9 oz.) 1 serving 1/2 cup 1/2 cup	1 slice (.9 oz.) 1 serving 3/4 cup or 1 oz. ⁶ 1/2 cup 1/2 cup
Meat/Meat Alternates⁷ Lean meat, poultry, fish or Cheese or Cottage cheese or Eggs or Cooked dry beans, peas, or Peanut butter, soynut butter, seed butters, other nut butters, or Peanuts, soy nuts, tree nuts, seeds, or Yogurt, flavored, plain, sweetened, or An equivalent quantity of any combination of the above meat/meat alternates	(optional) 1 oz. 1 oz. 1/4 cup 1 large egg 1/4 cup 2 Tbsp. 1 oz. ⁷ 1/2 cup (4 fl. oz.) 1 oz. total	 2 oz. 2 oz. 1/2 cup 1 large egg 1/2 cup 4 Tbsp. 1 oz. ⁷ 1 cup (8 fl. oz.) 2 oz. total	 1 oz. 1 oz. 1/4 cup 1 large egg 1/4 cup 2 Tbsp. 1 oz. ⁷ 1/2 cup (4 fl. oz.) 1 oz. total

CHILD AND ADULT CARE FOOD PROGRAM

MEAL PATTERN

MEAL PATTERN DEFINITIONS

- 1 **SNACKS:** Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component. Sweet snack food products should not be served.
- 2 **MILK FOR BREAKFAST:** Serve as a beverage, on cereal, or use part of it for each purpose.
- 3 **MILK FOR LUNCH OR SUPPER:** Served as a beverage.
- 4 **VEGETABLE/FRUIT FOR LUNCH OR SUPPER:** Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- 5 **DEFINITION OF GRAINS/BREADS:** Grain products, pasta, noodles and cereal grains (such as rice, bulgur, oats, wheat or corn grits) shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal including wheat germ, wheat bran, oat bran, etc., shall be whole-grain, enriched or fortified.

A bread serving is considered to be 1 slice of bread equivalent to 25 grams (.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the United States Department of Agriculture (USDA) or the grains/breads chart for Child Nutrition Programs.
- 6 **QUANTITY OF DRY CEREAL:** Use either volume (cup) or weight (oz.) whichever is less, according to the information in the USDA Food Buying Guide.
- 7 **MEAT/MEAT ALTERNATES:** No more than 50 percent of the requirement shall be met with nuts or seeds. Nut or seed butter may satisfy 100 percent of the requirement. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; 1/4 cup of cottage cheese is equal to 1 oz. of meat alternate; 1/2 cup of yogurt is equal to 1 oz. of meat/meat alternate.

NOTE: The Meal Pattern (Schedule B) must be strictly adhered to for meals to be reimbursable, unless the Agency has a medical statement on file. The quantities listed represent the minimum Agencies must serve. Larger amounts may be served to accommodate the needs of older children (12 and up).

If infants will be served (under 1 year of age), the Agency must obtain a SFSP Infant Meal Pattern and provide it to the vendor. Younger children may be served smaller quantities. (Refer to Page 4 in the USDA Food Buying Guide).

CERTIFICATION – *The Contractor will comply with all meal and component requirements set forth in the federal regulations, 7 CFR Part 226 and outlined above. The Contractor understand that they may not be paid for any meal provided that does not meet these requirements as stated in the Invitation for Bid and Contract, Section F, Item 7.*

VENDOR SIGNATURE	DATE
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SCHEDULE C

SAMPLE COLD MEAL MENU CYCLE

See Attached Supplemental Table

MONDAY Try Something New	TUESDAY Sandwich	WEDNESDAY Wrap	THURSDAY Leafy Green Salad	FRIDAY Fun Day
August 1	2	3	4	5
			11. Italian Chicken Salad Diced Chicken (2 oz) Spring Mix (3/4 cup) Parmesan Cheese (1 oz) 2 Cherry Tomatoes 2 slices of Cucumber Croutons Italian Dressing Fresh Pear Cheddar Goldfish Crackers Low Fat Milk	12. BYO Pizza - Sausage Wholegrain Flatbread Marinara Sauce (1/4 cup) Mozzarella Cheese (1/4 cup) Ground Beef (2 oz) Fresh Orange Carrots (1/4 cup) Ranch Cup Low Fat Milk
15. Pasta Salad Tri-colored Tortellini (1/2 cup) Diced Chicken (2 oz) Corn (1/4 cup) Carrot and Pea Mixture (1/4 cup) Fresh Pear Wholegrain Animal Crackers Low Fat Milk	16. Deluxe Hoagie 5" Sub Bun Turkey Deli Meat (2 oz) Spinach (1/2 cup) 2 slices cucumber 1 slice tomato Provolone Cheese (1 oz) Low Fat Mayo and Mustard Fresh Apple Baked Lays Low Fat Milk	17. Grilled Chicken 10" Tortilla Grilled Chicken (2 oz) Mexican Blend Cheese (1 oz) Spring Mix (1/4 cup) Shredded Carrots (1/4 cup) Fresh Kiwi Goldfish Graham Low Fat Milk	18. Summer Salad Spring Mix (1/2 cup) Mandarin Oranges (1/4 cup) Dried Cranberries (1/4 cup) Mexican Blend Cheese (1/4 cup) Sunflower Seed Packet Ranch Cup Vanilla Yogurt Teddy Grahams Low Fat Milk	19. BYO Pizza – Pepperoni Wholegrain Flatbread Marinara Sauce (1/4 cup) Mozzarella Cheese (1/4 cup) 4 slices Pepperoni (2 oz) Fresh Orange Carrots (1/4 cup) Ranch Cup Low Fat Milk
22. BYO Tuna Salad Flatbread Whole Grain Flatbread Tuna Salad (4 oz) Carrots (1/2 cup) with Ranch Cup Fresh Orange Baked Lays Low Fat Milk	23. Ham Sandwich 2 Slices Whole Wheat Bread Ham Deli Meat (2 oz) Provolone Cheese (1 oz) Spinach (1/2 cup) Low Fat Mayo and Mustard Fresh Pear Pretzels Low Fat Milk	24. Italian Chicken 10" Tortilla Grilled Chicken (2 oz) Parmesan Cheese (1 oz) Spring Mix (1/2 cup) Fresh Broccoli (1/4 cup) Italian Dressing Packet Fresh Apple Wholegrain Animal Crackers Low Fat Milk	25. Taco Salad Spring Mix (1/2 cup) Beef Crumbles (2 oz) Mexican Blend Cheese (1 oz) Fresh Corn (1/4 cup) Salsa Cup Sour Cream packet Tostitos Scoops Chips Fresh Banana Low Fat Milk	26. Jammers Soy Butter and Jam Sandwich Mandarin Orange Cup Side Salad: Spring Mix (3/4 cup) 2 Cherry Tomatoes Shredded Carrots (1/4 cup) Cheese Cubes (1 oz) Ranch Cup Goldfish Graham Low Fat Milk
29. Turkey Wrap 8" Tortilla Turkey Deli Meat (3 pieces) Provolone Cheese (2 oz) Carrots (1/4 cup) Ranch Cup Fresh Banana Teddy Grahams Low Fat Milk	30. Regular Hoagie 5" Sub Bun Turkey Deli Meat (2 oz) Provolone Cheese (1 oz) Spinach (1/2 cup) Low Fat Mayo and Mustard Carrots (1/4 cup) Ranch Cup Fresh Orange Cheddar Goldfish Crackers Low Fat Milk	31. Ham and Cheese 8" Tortilla Ham Deli Meat (2 oz) Provolone Cheese (1 oz) Spinach (1/2 cup) Peach Yogurt Fresh Pear Pretzels Low Fat Milk	September 1. Power Salad Spring Mix (1 cup) Diced Chicken (2 oz) Shredded Carrots (1/4 cup) 2 Cherry Tomatoes Dried Cranberries (1/4 cup) Sunflower Seed Packet Ranch Packet Wholegrain Animal Crackers Fresh Apple Low Fat Milk	2. BYO Pizza - Sausage Wholegrain Flatbread Marinara Sauce (1/4 cup) Mozzarella Cheese (1/4 cup) Ground Beef (2 oz) Fresh Orange Carrots (1/4 cup) Ranch Cup Low Fat Milk

5. Labor Day HOLIDAY	6. Jammers Soy Butter and Jam Sandwich Mandarin Orange Cup Side Salad: Spring Mix (3/4 cup) 2 Cherry Tomatoes Shredded Carrots (1/4 cup) Cheese Cubes (1 oz) Ranch Cup Goldfish Graham Low Fat Milk	7. Southwest Chick 10" Tortilla Grilled Chicken (2 oz.) Mexican Blend Cheese (1oz) Spring Salad Mix (1/4 cup) Fresh Corn (1/4 cup) Fresh Pear Tostitos Scoops Salsa Low Fat Milk	8. Ham Sandwich 2 Slices Whole Wheat Bread Ham Deli Meat (2 oz.) Provolone Cheese (1 oz.) Spinach (1/2 cup) Low Fat Mayo and Mustard Side Salad: Spring Mix (3/4 cup) 2 Cherry Tomatoes Shredded Carrots (1/4 cup) Fresh Fruit Cheddar Goldfish Low Fat Milk	9. Cranberry Chicken Wrap 10" Tortilla Grilled Chicken (2 oz.) Dried Cranberries (1/4 cup) Spinach (1/4 cup) Cheese (Provolone/ Parmesan) Fresh Fruit Carrots with ranch cup Tortilla Scoops Salsa Low Fat Milk
12. Pasta Salad Cooked Pasta (1/2 cup) Diced Chicken (2 oz) Corn (1/4 cup) Peas (1/4 cup) Diced Carrots (1/4 cup) Fresh Pear Wholegrain Animal Crackers Low Fat Milk	13. Turkey Sandwich 2 slices Whole Wheat Bread Turkey Deli Meat (2 oz) Provolone Cheese (1 oz) Spinach (1/2 cup) Fresh Apple Carrots with Ranch Cup Low Fat Mayo and Mustard Wholegrain Teddy Grahams Low Fat Milk	14. Beef Burrito 10" Tortilla Beef crumbles (2 oz) Mexican Blend Cheese (1 oz) Green Bell Peppers (1/4 cup) Spring Mix (1/2 cup) Fresh Banana Peach Yogurt Low Fat Milk	15. Italian Chicken Salad Diced Chicken (2 oz) Spring Mix (3/4 cup) Parmesan Cheese (1 oz) 2 Cherry Tomatoes 2 slices of Cucumber Croutons Italian Dressing Fresh Pear Cheddar Goldfish Crackers Low Fat Milk	16. BYO Pizza – Pepperoni Wholegrain Flatbread Marinara Sauce (1/4 cup) Mozzarella Cheese (1/4 cup) 4 slices Pepperoni (2 oz) Fresh Orange Carrots (1/4 cup) Ranch Cup Low Fat Milk
19. BYO Tuna Salad Flatbread Whole Grain Flatbread Tuna Salad (4 oz) Low Fat Mayo Packet Fresh Broccoli (1/2 cup) Ranch Cup Fresh Orange Baked Lays Low Fat Milk	20. Deluxe Hoagie 5" Sub Bun Turkey Deli Meat (2 oz) Spinach (1/2 cup) 2 slices cucumber 1 slice tomato Provolone Cheese (1 oz) Low Fat Mayo and Mustard Fresh Apple Baked Lays Low Fat Milk	21. Grilled Chick 10" Tortilla Grilled Chicken (2 oz) Mexican Blend Cheese (1 oz) Spring Mix (1/4 cup) Shredded Carrots (1/4 cup) Fresh Kiwi Goldfish Graham Low Fat Milk	22. Summer Salad Spring Mix (1/2 cup) Mandarin Oranges (1/4 cup) Dried Cranberries (1/4 cup) Mexican Blend Cheese (1/4 cup) Sunflower Seed Packet Ranch Cup Vanilla Yogurt Teddy Grahams Low Fat Milk	23. Jammers Soy Butter and Jam Sandwich Mandarin Orange Cup Side Salad: Spring Mix (3/4 cup) 2 Cherry Tomatoes Shredded Carrots (1/4 cup) Cheese Cubes (1 oz) Ranch Cup Goldfish Graham Low Fat Milk
26. Turkey Wrap Whole Wheat Tortilla 8" Turkey Deli Meat (3 pieces) Provolone Cheese (2 oz) Carrots (1/4 cup) Ranch Cup Fresh Banana Teddy Grahams Low Fat Milk	27. Ham Sandwich 2 Slices Whole Wheat Bread Ham Deli Meat (2 oz) Provolone Cheese (1 oz) Spinach (1/2 cup) Low Fat Mayo and Mustard Fresh Pear Pretzels Low Fat Milk	28. Italian Chicken 10" Tortilla Grilled Chicken (2 oz) Parmesan Cheese (1 oz) Spring Mix (1/2 cup) Fresh Broccoli (1/4 cup) Italian Dressing Packet Fresh Apple Wholegrain Animal Crackers Low Fat Milk	29. Taco Salad Spring Mix (1/2 cup) Beef Crumbles (2 oz) Mexican Blend Cheese (1 oz) Fresh Corn (1/4 cup) Salsa Cup Sour Cream packet Tostitos Scoops Chips Fresh Banana Low Fat Milk	30. BYO Pizza - Sausage Wholegrain Flatbread Marinara Sauce (1/4 cup) Mozzarella Cheese (1/4 cup) Ground Beef (2 oz) Fresh Orange Carrots (1/4 cup) Ranch Cup Low Fat Milk

NOTE: * *menu items subject to change depending on vendor/supplier availability **can substitute celery sticks, baby carrots, tomatoes + can substitute other fresh fruits – apples, bananas, orange, grapes, etc.**

DEBARMENT AND SUSPENSION INSTRUCTION

"Debarment and suspension" actions have received a lot of attention recently as a result of State and Federal investigations and prosecutions of dairies and related individuals involved in bid rigging on contracts to supply dairy products to local schools participating in the National School Lunch, School Breakfast, and Special Milk Programs. The purpose of this letter is to explain how the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) handles debarment and suspension actions and how these administrative actions affect you as a Child and Adult Care Food Program sponsor.

Debarment and suspension actions result in the exclusion of companies or individuals from participating in certain transactions involving Federal non procurement programs at both the State agency and sponsor levels. These actions are not imposed as punishment but, rather, are initiated in the public interest and to protect the Federal government.

In general, debarment and suspension actions are imposed on companies and individuals for causes set forth in the non procurement debarment and suspension regulations (7 CFR Part 3017) issued January 30, 1989 (54 FR 4722). Such causes include a conviction or civil judgment for violation of Federal or State antitrust statutes as well as other offenses and activities indicating a lack of business integrity.

A sponsor is prohibited from contracting with a company or individual that has been debarred or suspended. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$25,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of \$25,000 or more and to contracts for audit services, regardless of amount. Furthermore, the prohibition does not apply to proposed debarments.

While a sponsor is prohibited from contracting with a company or individual that has been debarred or suspended, a debarment, suspension or proposed debarment action does not excuse a company or individual from fulfilling existing contracts involving Federal non procurement programs. However, as indicated above, the sponsor may not extend or renew an existing contract with a debarred or suspended company or individual.

FNS may consider lifting a suspension or forgoing a proposed debarment, provided that the company or individual agrees to provide assurances necessary to assure FNS that the Federal government and the public are protected. This agreement, termed a "Compliance Agreement," outlines the terms and conditions deemed necessary by FNS for the company's or individual's continued participation in transactions involving Federal non procurement programs.

To ensure that the sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive bidder include a certification statement with each bid on each contract for \$25,000 or more or for audit services regardless of amount. By signing the certification statement, the bidder certifies that neither it nor any of its principals (i.e., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency.

Suspension Procedures:

- FNS may consider a suspension action if FNS receives information concerning the existence or likelihood of a cause for debarment and if immediate action is necessary to protect the public interest. If suspension is deemed to be the appropriate course of action, FNS issues a notice of suspension to the company or individual explaining the cause for the action and the procedures for opposing the suspension.
- A suspension immediately excludes the company or individual from transactions involving Federal non-procurement programs pending completion of legal and/or debarment proceedings. A suspension may be opposed by the company or individual in essentially the same procedural manner as a proposed debarment and cannot extend beyond 18 months unless administrative or legal proceedings have been initiated within that period.
- As with a debarment, the company or individual is not excused from fulfilling contracts involving Federal non procurement programs. And with the company or individual and a sponsor may continue to do business under an existing contract, the contract may neither be extended nor renewed, nor may the sponsor enter into a new contract with a suspended company or individual.

Certification Statement:

- To ensure that a sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive bidder include a certification statement with each bid on each contract. By signing the certification statement, the bidder certifies that neither it nor any of its principals (i.e., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.
- A sponsor may rely upon the certification statement submitted by a bidder unless sponsor personnel know that the certification is in error. In such cases, the sponsor should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.

DEBARMENT/SUSPENSION CERTIFICATION

(BEFORE COMPLETING THIS CERTIFICATION, READ THE ATTACHED INSTRUCTIONS)

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

The prospective food vendor certifies to the best of its knowledge and belief, that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (e) Where the prospective food vendor is unable to certify to any of the statements in this certification, such prospective food vendor shall attach an explanation to this proposal.

VENDOR NAME

VENDOR OFFICIAL (SIGNATURE)

VENDOR OFFICIALS NAME AND TITLE (PRINT)

TELEPHONE NUMBER

DATE

Instructions for Certification

1. By signing and submitting this form, the prospective food service vendor is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective food service vendor shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective food service vendor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective food service vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective food service vendor shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective food service vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective food service vendor agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective food service vendor further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective food service vendor in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

VENDOR SIGNATURE	DATE
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Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.
Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED)

(PRINTED NAME)

(BUSINESS NAME)

(DATE)

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)