

Summer Food Service Food Program Invitation for Bid and Contract

Required for institutions exceeding \$250,000 annually

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ISBE does not review or judge the fairness, advisability, or efficiency of fiscal implications of the contract. ISBE is not a party to any contractual relationship between the SO and Selected VENDOR. ISBE is not obligated, liable, or responsible for any action or inaction taken by the SO or Selected VENDOR based on this template contract and subsequent changes and/or amendments to this Invitation for Bid or subsequent Awarded Contract.

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Introduction

The Invitation for Bid (IFB) and Contract for Purchased Meals packet is divided into three parts. **Part A** summarizes federal regulations governing procurement and how those regulations apply to the Summer Food Service Program (SFSP). **Part B** contains instructions, checklists, forms, and various sample documents that can be used by an institution during its IFB preparation period. **Part C** is the actual Invitation for Bid and Contract for Purchased Meals document.

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Part A

Federal Regulations for Competitive Bidding Procedures

In accordance with federal regulations, all Summer Food Service Program institutions must follow procurement procedures when purchasing food, supplies, equipment, and services. The procurement procedures strive to ensure free and open competition that are conducted with fairness and integrity. The following is a summary of the procurement procedures outlined in the federal regulations (7 CFR Part 3016, Part 3019 and Part 225).

IFB Contract for Purchase Meals

An institution must conduct an Invitation for Bid and Contract, soliciting competitive sealed bids via public advertisement, for procurement of meals that cost in excess of \$250,000 annually. A firm fixed price contract is then awarded to the bidder who was both responsive and responsible, and who proposed the lowest price.

Bid Specifications

The Invitation for Bid and Contract must include all specifications and pertinent attachments, and it must clearly define the desired goods and/or services needed to allow bidders to properly respond. The bid specifications cannot restrict or eliminate competition. Restriction of competition might include requirements for:

- The use of brand-name products,
- Experience that is unnecessary,
- Bonding, or
- Geographic preferences.

Advertisement

All proposed contracts must be publicly announced at least **14 calendar days** prior to the bid opening date. The advertisement, at a minimum, must be placed in a newspaper of general circulation in the state.

Bidders List

In addition to the public advertisement, the institution must send the Invitation for Bid and Contract to **at least four known vendors** of sufficient size and scope to meet the needs specified in the contract. You may refer to the List of Known Vendors included in this packet for potential food vendor contacts. If you make changes to the Invitation for Bid and Contract and/or answer any questions posed by potential vendors, you must distribute the changes and written questions and answers to all prospective bidders.

Public Bid Opening

The public bid opening must be held at the date, time, and place specified in the newspaper advertisement. All bids must be publicly opened, read aloud, and recorded. Any bids received prior to the deadline for bid submission must be kept unopened in a secure place until the scheduled bid opening. Any bids received after the deadline must be returned unopened to the bidder.

Contract Award

The established firm fixed price contract must be awarded to the bidder who was both responsive and responsible, and who proposed the lowest price. Responsive means that the bidder is able to meet all of the bid specifications, and responsible means that the bidder can and will successfully fulfill the terms and conditions of the proposed procurement.

Part B

Instructions for Completing the IFB Contract

Step 1 – Review Instructions

The institution must read all instructions thoroughly.

Step 2 – Read Contract

The institution must read the contract thoroughly to ensure familiarity with all of the terms and conditions.

Step 3 – Define Specifications

The institution must define and complete the following specifications in the Invitation for Bid and Contract:

- Section I – Invitation for Bid, Nos. 1 – 6
- Section II – Instructions to Bidders, No. 9

*The institution has the option to require a bid bond and/or a performance bond. A bid bond is an agreement between a third party lender, the vendor, and the institution that if the bid is won, the vendor will fulfill the contract as specified in the Invitation for Bid and Contract. The institution may require a bid bond so it can be sure that the vendor has the ability to carry out the project as the bid states. A performance bond is an agreement between the institution and the successful vendor that ensures the vendor will fulfill the contract as specified and the institution will pay the vendor per the terms of the contract. If the vendor does not fulfill the contract, the bond compensates the institution for the loss of time and materials. The institution may require a performance bond so it can trust that if the vendor defaults, it will be compensated for the cost of having to go out for bid again and establish a new contract. Please understand that vendors incur all costs of bid bonds and performance bonds up front and out of pocket. Bond requirements must not be used to restrict competition.

- Section III – Scope of Services, Nos. 1 and 3
- Section IV – Unit Price Schedule and Instructions, No. 1
- Section V – General Conditions, Nos. 8 – 9
- Section XIII – Exhibits

*Exhibit A – Site Data Form

Step 4 – Create Menus

The institution must develop at least an 11-day menu cycle -- **for each meal service** -- to include in Exhibit B. Specific menu development instructions and sample menus are included in the Invitation for Bid and Contract packet instructions below.

Step 5 – Create Product/Food Specifications

The institution must develop product/food specifications related to the menu cycle and insert in Section IX. Sample food specifications are included in the Invitation for Bid and Contract packet instructions below.

Step 6 – Bidder Responsibility and Bid Responsiveness- Bid Criteria

This is a listing of the criteria to evaluate the IFBs that are received. Choose the criteria for the contract and delete the other criteria listed. You do not have to do all of those listed. The potential bidder should include the documents required to demonstrate compliance with its IFB packet. A sponsor must check each potential bidder's documents and evaluate them on a pass/fail basis. The contract will be awarded to the lowest responsible and responsive bidder.

Step 7 – Create Vendor Letter

The institution must develop a vendor letter to attach to the Invitation for Bid and Contract. A sample vendor letter is included in the Invitation for Bid and Contract packet instructions below.

Step 8 – Create Advertisement

The institution must develop an advertisement and submit it to **at least one newspaper** of general circulation at least **14 days** prior to the bid opening. The advertisement must include, at a minimum:

- Name and address of your organization.
- Proposed operating days of the food service program.
- Meal types and estimated number of meals to be served.
- General location(s) where program(s) will operate.
- Due date of the bid.
- Time and place of bid opening.
- Statement that contracts are subject to review by the Illinois State Board of Education.
- Contact information to obtain a bid packet.

If your institution chooses to require a bid bond and/or a performance bond, you must include the amount of the bond(s) required and other pertinent information in the newspaper advertisement. The newspaper advertisement is required; however, you are encouraged to provide additional advertisements using other forms of media. Advertisements should be designed to reach as many vendors as possible in order to encourage competition. A sample advertisement is included below.

Sample Advertisement

(Insert name and address of your institution) is soliciting bids from food service vendors. Bids are being solicited for service in the *(insert city/county/general service area name)* area for approximately *(insert number of meals and meal type(s))*. The proposed operating days will be *(insert days of the week of operation)* from *(insert begin and end dates of operation)*. All contracts are subject to review by the Illinois State Board of Education. To obtain a bid packet, contact *(insert institution's contact information, name, phone, mailing address, email address, etc.)*. The deadline for bid submission is *(insert date and time)*. A public bid opening will take place on *(insert date and time)* at *(insert address of place for opening of the sealed bids)*.

Step 9 – Create Bidder List

In addition to public advertisement, the institution must send the IFB to at least four known vendors of sufficient size and scope to meet the needs of the institution, as specified in the contract. The packet must be mailed at least 14 days prior to the bid opening. A List of Known Vendors is included in Part B of the IFB packet, but you are not limited to vendors on that list. The list has been provided only as a courtesy.

Add vendor names to your Bidders List as they request packets based on your advertisement. If you make changes to the IFB Contract and/or answer any questions posed by potential vendors, you must distribute the changes and written questions and answers to all prospective bidders.

Step 10 – Submit Pre-Bid Documents to ISBE

Submit the following documentation to ISBE for review and/or approval prior to your bid solicitation. Review may take up to three weeks.

1. Invitation for Bid and Contract Packet (Part C)
2. Step 1 Submission Form
3. Exhibit A – Site Data Form
4. Exhibit B – Menus
5. Food Specifications
6. Vendor Letter
7. Write-Up for Newspaper Advertisement
8. Bidders List

Step 11 – Initiate Bid Solicitation

Once the institution has received notice from ISBE that the documents submitted in Step 10 has been reviewed and/or approved, it must place the newspaper advertisement and send the IFB packet to the vendors on the Bidders List. If the institution receives sealed bids prior to the deadline for bid submission, it must keep the sealed bids in a secure place until the scheduled bid opening. **Any bids received after the deadline must be returned unopened to the bidder.**

Step 12 – Conduct Bid Opening

The institution must conduct the bid opening at the date, time, and place specified in the newspaper advertisement and in Section I of the IFB. All bids must be publicly opened, read aloud, and recorded on the Bid Opening Record.

Step 13 – Award Contract

The established firm fixed price contract **must be awarded to the bidder who was both responsive and responsible, and proposed the lowest price.** Responsive means that the bidder was able to meet all of the bid specifications, and responsible means that the bidder can and will successfully fulfill the terms and conditions of the contract. Upon award of the contract to the lowest-price bidder, the institution must complete Section I by signing at the bottom in the Acceptance of Contract section.

If the bid you wish to select a bid that is not the lowest, you cannot award the contract until it has been reviewed and approved by ISBE. If you only receive one bid, the contract must STILL be reviewed and approved by ISBE. Please send complete copies of all bids received and documentation of your reasons for wanting a bid other than the lowest-price bid to ISBE for review directly after the bid opening.

The institution always has the option to reject all bids and start the Invitation for Bid process over.

Step 14 – Submit Documentation to ISBE

Submit the following documentation to ISBE for review upon award of the contract:

1. Step 2 Submission Form (Pre-Contract Award Summary Sheet).
2. Actual newspaper advertisement with proof of published date.
3. Bid Opening Record.
4. Copy of EACH Section I received (from each vendor that submitted).
5. Copy of bid bond for EACH bid received.
6. Solicitation Tracking Log.
7. IFB Criteria Analysis Sheet.
8. Statement(s) of No Bid/No Proposal (if applicable).
9. Agenda/Addendum/Amendments/Q&As (if applicable).

Step 15 – Conduct Award Conference & Submit Post-Contract Award Documents to ISBE

The institution may wish to arrange an award conference with the successful vendor in order to discuss the terms and conditions of the contract. Submit the following documentation to ISBE upon execution of contract:

1. Step 3 Submission Form (Post-Contract Award Sheet).
2. Copy of executed Section I (both parties signed).
3. Copy of completed certificates from Section XIII.
4. Health inspection report from awarded vendor (completed within last 12 months).

Checklist of Documents

The following documents must be submitted to ISBE for review PRIOR to solicitation of bids (Step 10):

- ☐ Invitation for Bid and Contract
- ☐ Step 1 Submission Form
- ☐ Exhibit A – Site Data Form
- ☐ Exhibit B – Menus
- ☐ Food Specifications
- ☐ Vendor Letter
- ☐ Newspaper Ad Write-Up
- ☐ Vendor/Bidder List

The following documents must be submitted to ISBE upon completion of bid process (Step 14):

- ☐ Step 2 Submission Form (Pre-Contract Award Summary Sheet)
- ☐ **Actual** Newspaper Ad with Proof of Published Date
- ☐ Bid Opening Record
- ☐ Copy of EACH Section I Received
- ☐ Copy of Bid Bond from EACH Bid Received
- ☐ Solicitation Tracking Log
- ☐ IFB Criteria Analysis Sheet
- ☐ Statement(s) of No Bid/No Proposal (if applicable)
- ☐ Agenda/Addendum/Amendments/Q&As (if applicable)

The following documents must be submitted to ISBE upon EXECUTION of IFB Contract (Step 15):

- ☐ Step 3 Submission Form (Post-Contract Award Sheet)
- ☐ Copy of Executed Section I (both parties signed)
- ☐ Copy of completed certificates from Section XIII.
- ☐ Health Inspection Report from Awarded Vendor (completed within last 12 months)

Instructions for Developing Menus

Institutions soliciting bids are required to create and include menus in Section XIII of the Invitation for Bid and Contract document. The menus should reflect the meals you wish to serve to the children and must meet the meal pattern requirements set forth by the U.S. Department of Agriculture. Instructions to assist you in preparing the menus are listed below, followed by sample menus for the meal services of breakfast, lunch or supper, and supplement. You are welcome to use the sample menus or you may create your own menus. However, you cannot use menus created by a vendor.

Menu Instructions

1. Use the appropriate form or format for each meal type to be vended. Blank menu forms are provided in the Invitation for Bid and Contract packet, or you may use your own forms, provided they include all required information.
2. Indicate the age group you are serving at the top of the menu form. If you serve multiple age groups, create menus for the majority age group in your care.
3. Create at least an 11-day menu cycle, unless your program will operate for fewer than 11 days.
4. Refer to the Meal Chart for Children, included in Section VIII of the IFB, as you create menus to see required components and portion sizes. You must meet the **minimum** component and portion size requirements, **but you may always provide additional components and/ or larger portions.**
5. ***Refer to the abbreviation key in the upper left-hand corner of the menu form.*** If you include additional components, list those items on the Other Foods (O/F) line. Condiments also should be listed on the O/F line.
6. Menu items that contain more than one required component must list the components and portions separately. For example, if you plan to serve pizza, record the meat and/or cheese component on the Meat or Meat Alternate (M/MA) line and the crust component on the Grains/Breads (G/B) line. Refer to Day 1 of the Lunch/Supper Sample Menu for more detail.
7. Submit menus to ISBE for approval prior to bid solicitation. Approval may take up to three weeks.

Sample Cold Breakfast Menus- SFSP

Day 1

Ready-to-eat cereals (lesser of $\frac{3}{4}$ cup or 1 oz)

$\frac{1}{2}$ c orange slices

8 oz low-fat/fat-free milk*

Day 2

1 biscuit (25 gm or 0.9 oz)

with 1 T jelly variety

$\frac{1}{2}$ c pear wedges

8 oz low-fat/fat-free milk*

Day 3

Blueberry muffin (50 gm or 1.8 oz)

$\frac{1}{2}$ c fresh fruit cup (grapes, bananas, strawberries)

8 oz low-fat/fat-free milk*

Day 4

Whole wheat English muffin (25 gm or 0.9 oz)

with 2 T peanut butter

4 oz 100% grape juice**

8 oz low-fat/fat-free milk*

Day 5

French toast (63 gm or 2.2 oz)

with 1 T light maple syrup

$\frac{1}{2}$ c grapes

8 oz low-fat/fat-free milk*

Day 6

Bagel (25 gm or 0.9 oz)

with 1 T light cream cheese

4 oz 100% orange juice**

8 oz low-fat/fat-free milk*

Day 7

Soft pretzel (25 gm or 0.9 oz)

with 1 T cheese sauce

$\frac{1}{2}$ c apple slices

8 oz low-fat/fat-free milk*

Day 8

Grain fruit bar (63gm or 2.2 oz)
½ c sliced strawberries
8 oz low-fat/fat-free milk*

Day 9

Waffle (31gm or 1.1 oz)
with 1 T light maple syrup
½ c blueberries
8 oz low-fat/fat-free milk*

Day 10

Cinnamon raisin bread (25 gm or 0.9 oz)
½ c apple sauce
8 oz low-fat/fat-free milk*

Day 11

Egg and sausage burrito (25 gm or 0.9 oz)
½ c banana
8 oz low-fat/fat-free milk*

NOTES:

- *Milk may be flavored or unflavored
- **All fruit juices must be 100% juice

For Contract Bidding Purposes, all appropriate condiments, napkins, and straws must be provided.

Sample Cold Lunch Menus- SFSP

Day 1:

Cold Sausage Pizza

Sausage - 1 ounce	Fresh Grapes - ¼ cup
Mozzarella Cheese - 1 ounce	Lettuce Salad - 1 cup
Crust - 1½ ounces minimum	French Dressing Packet - 1 tablespoon
	Milk - 8 ounces*

Day 2:

Turkey Club Sandwich

American Cheese - ½ ounce	Whole Nectarine (2½" diameter) - ½ cup
Sliced Turkey - 1½ ounces	Frozen 100 percent Apple Juice With spoon - ½ cup
Lettuce Leaf and Tomato Slice**	Salad Dressing Packet - 1 tablespoon
Hamburger Bun	Milk - 8 ounces*

Day 3:

Snackin' Cheese and Breadsticks

Mozzarella Cheese Sticks - 2 ounces	Peach Slices - ¼ cup
Soft Breadsticks 2 large - 1½ ounces	Lettuce Salad - ½ cup
Meatless Spaghetti Sauce - ½ cup	French Dressing Packet - 1 tablespoon
Milk - 8 ounces*	

Day 4:

Ham Loaf Sandwich

Chopped Ham Loaf - 2 ounces	Fresh Broccoli Florets - ½ cup
Enriched Wheat Bread - 2 slices	Ranch Dressing Packet - 1 tablespoon
Whole Apple (2½" diameter) - ½ cup	Milk - 8 ounces*
Mustard and Salad Dressing Packets	

Day 5:

Ham and Turkey on a Roll

Shaved Ham - 1 ounce	Whole Orange, Cut (2½" diameter) - ½ cup
Shaved Turkey - 1 ounce	Cole Slaw / Sweet and Sour Dressing - ½ cup
Italian Bun - 1½ ounces minimum	Mustard and Salad Dressing Packets
	Milk - 8 ounces*

Day 6:

Salami Pita Supreme

Salami - 2 ounces	Pineapple Chunks With Coconut - ¼ cup
American Cheese - 1 ounce	Whole Medium Banana - ½ cup
Lettuce Leaf and Tomato Slice**	Mustard and Salad Dressing Packets
Pita - .9 ounce minimum	Milk - 8 ounces*

Day 7:

Cold Pepperoni Pizza

Pepperoni - ½ ounce	Mixed Fruit - ¼ cup
Mozzarella Cheese - 2 ounces	Lettuce Salad - 1 cup
Crust - 1½ ounces minimum	French Dressing Packet - 1 tablespoon
	Milk - 8 ounces*

Day 8:Mini Submarine Sandwich

American Cheese - ½ ounce	Raisin Packet - ¼ cup
Bologna - 1 ounce	Ruby Red Applesauce - ½ cup
Turkey - 1 ounce	Mustard and Salad Dressing Packets
Lettuce Leaf and Tomato Slice**	Milk - 8 ounces*
Oval Roll - 1½ ounces minimum	

Day 9:Spiced Luncheon Meat

Spiced Luncheon Meat - 2 ounces	100% Pineapple/Orange Juice - ½ cup
American Cheese - ½ ounce	Whole Medium Banana - ½ cup
Enriched Bread - 2 slices	Milk - 8 ounces*
Mustard Packet	

Day 10:Peanut Butter Sandwich

Peanut Butter - 2 tablespoons	Celery and Carrot Sticks – 1/8 cup each
Grape Jelly - 1 tablespoon	Pear Halves - ½ cup
Enriched Bread - 2 slices	Milk - 8 ounces*
Cheese Stick - 1 ounce	

Day 11:Chef Salad

Sliced Ham - ½ ounce	Lettuce - 1 cup
Sliced Turkey - ½ ounce	Tomato - ¼ cup
Shredded Cheese - ½ ounce	Low Fat Ranch Dressing Packet - 2 tablespoons
Boiled Egg - ½ egg	Corn Chips - .9 ounce minimum
	Milk - 8 ounces*

*Choice of 1% chocolate or 2% white.

**Does not go towards meeting the vegetable/fruit component and MUST be packed separately from the sandwich.

All appropriate condiments, napkins, utensils, and straws must be provided.

Exhibit B - Menus

Sponsor shall attach the menu cycle and specifications for the program. The menu cycle must be for a minimum of 11 days. There is no maximum limit as to how many days can be in a menu cycle, you may specify as long a menu cycle as you want served beyond the minimum 11 days. **The bid menu cycle must be served throughout the contract period.**

[Exhibit B – Breakfast Menu](#)

[Exhibit B – Lunch/Supper Menu](#)

[Exhibit B – Snack Menu](#)

Sample Food Specifications

Meat/Meat Alternate Components

All meat and meat products shall be from plants under continuous U.S. Department of Agriculture (USDA) processing and inspection and shall be so identified.

- | | |
|---|--|
| 1. Beef Bologna | Meets Institutional Meat Product Specification No. 801, sliced half-ounce each piece, beef, pork (beef is predominant), no meat byproducts, cereals, or extenders. |
| 2. Beef Salami | Meets Institutional Meat Product Specification No. 804, sliced half-ounce each piece, beef, pork (beef is predominant), no peppercorns, no meat byproducts, cereals, or extenders. |
| 3. American Pasteurized or Swiss Processed Cheese | Sliced one-ounce pieces. |
| 4. Beef Frankfurter | Meets Institutional Meat Product Specification No. 800. Beef only— containing skeletal meat only, no binders, extenders, or byproducts used. Not more than 30 percent fat. Each frankfurter must weigh two ounces raw. |
| 5. Oven-Fried Chicken Leg | Breaded, fried U.S. Grade A. The batter/breading shall consist of a flour-type base with other ingredients as needed to produce desirable texture, flavor, and color. The pickup of batter and breading prior to frying shall be approximately 14–16 percent of the weight of the chicken. Chicken should be processed in vegetable oil for at least two minutes at 325°F. The finished fried chicken should have an internal temperature of 185°F (dark meat). After frying, the chicken should be immediately chilled and quick-frozen. The finished product should be uniformly covered with batter and breading and have a uniform brown color. The product should be free from burnt areas. The edible portion of the chicken exclusive of breading, skin, and bone must be two ounces cooked weight. |
| 6. Peanut Butter Graham Cracker Sandwich | The weight of the peanut butter shall be 2.3 ounces. The graham crackers, made with enriched flour, shall weigh .9 ounces. |
| 7. Chopped Ham Lo | Sliced in one-ounce pieces. Meat byproducts may not be used. Made from cured ham. |
| 8. Turkey Roll | Processed from U.S. Grade II or better quality. Each roll shall be composed of natural proportions of light and dark turkey meat and skins of turkeys (not to exceed 15 percent of total weight). The product shall be free of all tendons, cartilages, large blood vessels, blood clots, and discolorations. Moisture content 69–72 percent of cooked product. |
| 9. Luncheon Meat | Meets Institutional Purchase Specification No. 805, no meat byproducts or nonfat dry milk can be added, sliced one-ounce portions. |

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|----------------|---|
| 10. Pizza | Sausage and cheese with tomato sauce shall contain .5 ounces cooked meat, 1.5 ounces cheddar cheese, 1.6 ounces enriched pizza crust (size 4" x 6"), 1.4 ounces of tomato sauce. Each portion shall weigh five ounces. |
| 11. Beef Patty | Meets Institutional Meat Purchase Specification No. 1136, Beef U.S. Grade Good or Better not to exceed 25 percent fat, 2.67 ounce patty, six patties per pound, no soy, meat byproducts, binders, or extenders. Meat shall be free of bone. |
| 12. Roast Beef | Sliced U.S. Choice—when specified wafer thin, shall not be less than eight slices per two-ounce portion. |
| 13. Meat Loaf | Sliced in one-ounce portions per two-ounce sandwich; percentage of additives of protein (meat or vegetable protein) may be counted in the total protein allowance. |

Fruit/Vegetable Components

- | | |
|--|---|
| 1. Pineapple Juice | Must be 100 percent fruit juice, unsweetened, U.S. Grade A, packed in individual containers of four ounces each. |
| 2. Diced Peaches in Gelatin | Peaches, cling, diced U.S. Grade 8, light syrup, drained volume of peaches equaling ¼ cup in six ounces of lime gelatin. |
| 3. Polish Dill Pickles | U.S. Grade 8 or better, whole pickles, size of each (medium) pickle 2¾" to 3½", uniform in size and shape, texture firm and crisp, no soft, slippery, or hollow sites. Pickles free from objectionable odors (¼ cup serving). |
| 4. Pears | U.S. Grade 1. Size medium, 135 or 150 count (2½" diameter) well formed, smooth fruit, free from scars. Pears shall not be shriveled near stem (½ cup serving). |
| 5. Banana | 100–125 count. Fruit shall be plump, firm, bright colored, free from scars and bruises. There shall be no discolored skins (½ cup serving). |
| 6. Carrots/Pineapple in Orange Gelatin | Shredded carrots—good orange color, free of green color. Crushed pineapple—drained, U.S. Grade 8 packed in juice. It shall be reasonably free from defects and blemishes and have uniform ripeness (¼ cup serving before gelatin is added). |
| 7. Apple Juice | Shall be 100 percent juice. U.S. Grade A, unsweetened, packed in individual containers of four ounces. |
| 8. Fruit Cocktail | U.S. Grade 8, light syrup. Fruit cocktail should contain not less nor more than: <ul style="list-style-type: none"> • 30–50 percent peaches • 25–45 percent pears • 6–16 percent pineapple • 6–20 percent grapes (seedless) • 2–6 percent cherries |
| 9. Orange Juice | 100 percent orange juice, unsweetened, four-ounce portion. |
| 10. Applesauce | Sweetened, spiced with cinnamon. U.S. Grade A fancy, made from comminuted apples. The product shall be free of off flavors, seeds, flecks from bruised portions, peels, or inedible tissue. |

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|----------------------------|---|
| 11. Raisins | Dehydrated, regular moisture Thompson seedless, individual packages of 1.3 ounces, U.S. Grade A, small (¼ cup serving). |
| 12. Nectarine | 80 count, medium size, 2½" diameter fruit shall not be hard, dull, or shriveled (½ cup serving). |
| 13. Pineapple/Orange Juice | U.S. Grade A unsweetened, 100 percent juice, packaged in individual containers of four fluid ounces. |
| 14. Fresh Peach | 84 count, small, 2⅝" diameter, fruit shall be firm, not hard, with a yellowish cast rather than distinctly green (⅓ cup serving). |
| 15. Apples | U.S. Grade 1 2¾" diameter, 100 count red delicious, Jonathan, or golden delicious (½ cup serving). |
| 16. Oranges | Medium orange; California or Arizona, 113 count; Florida or Texas, 125 count (½ cup serving). |
| 17. Cole Slaw | ¼ cup raw chopped vegetable with vinegar and oil or sweet and sour dressing. |
| 18. French Fries | Made with U.S. Grade A potatoes, ⅝" diameter, 3" long, straight cut, oven brown. |
| 19. Plums | 2" diameter (two per serving) fairly firm to slightly soft stage of ripeness (½ cup serving). |

Grain/Bread Components

- | | |
|--------------------|---|
| 1. Spolentino Bun | Enriched, need size and weight of product. |
| 2. Frankfurter Bun | Enriched flour, each roll weighs 40 grams or 1.4 ounces. |
| 3. Dinner Roll | 2½" to 3" inches diameter. Enriched flour with a minimum weight of 25 grams. |
| 4. White Bread | From enriched flour, must contain 62 percent total solids, weight of each slice must be 28 grams or one ounce. Loaf: Pullman Sandwich sliced—16 slices per pound. |
| 5. Kaiser Roll | 2½" to 3" diameter. Made from enriched flour. One roll must weigh 57 grams or two ounces. |
| 6. Wheat Bread | Made from whole wheat flour and enriched white flour. Each slice must weigh 28 grams or one ounce. |

Condiments

- | | |
|--------------------------|---|
| 1. Salad Dressing Packet | Specify weight of package. |
| 2. Mustard Packet | Specify weight of package. |
| 3. Ketchup Packet | U.S. Grade A—specify weight of package. |
| 4. Jelly Packet | Specify flavor and weight of package. |

Milk

- Unflavored, whole, eight fluid ounces in half-pint cartons, homogenized, pasteurized, vitamin A and D fortified. Meets state, local, and federal specifications, Grade A.
- Flavored, whole, eight fluid ounces in half-pint cartons, flavored with chocolate or cocoa, homogenized, pasteurized vitamin A and D fortified. Meets state, local, and federal specifications, Grade A.

These specifications have been prepared as a guide for developing food specifications for your contract. Choice Plus is a USDA reference guide on foods and ingredients to assist purchasers in developing food specifications consistent with nutritional goals and knowledge.

You may add or delete any item(s) that applies to the menu cycle developed for your program.

Sample Vendor Letter

Dear *(insert name)*:

Attached is a copy of the Invitation for Bid and Contract for Purchased Meals for the Summer Food Service Program. My institution, *(insert name of your institution)*, is accepting bids for meal service. Our program serves children, age *(insert ages of children served)*, in a child care setting. We are soliciting bids for *(insert all types of meal(s) requested e.g., hot pre-plated, hot bulk, cold bulk or cold bag)* meals for the meal periods of *(insert all that apply – e.g., breakfast, lunch, supper, supplement/snack)* as defined on Exhibit A, beginning *(insert day, month, and year)* and ending *(insert day, month, and year)*.

Any food service vendor bidding on this contract must be willing and able to meet the specifications, terms, and conditions of the contract. In addition, the food service vendor must agree to provide accurate and final billing for services to this institution within *(insert number of days)* days following the end of the billing period.

If you wish to submit a bid for the preparation and delivery of meals for this program, read the attached Invitation for Bid and Contract thoroughly and complete the following areas within the contract:

1. Section I, Nos. 1 – 6 and signature area
2. Section II, No. 9, if required
3. All Certification from Section XII

Please return your bid along with a copy of your current health inspection report to *(insert address)*. All bids must be sealed and received no later than *(insert date and time of bid deadline)*. Sealed bids will be opened and read on *(insert date and time of bid opening)*.

If you have any questions regarding the Invitation for Bid and Contract, please contact *(insert name, phone number and/or email address of your institution's contact person)*.

Sincerely,

(insert signature)

List of Known Vendors

The companies listed have been identified as providing meals for federally funded meal service programs in Illinois. Please confirm contact information with the contractor. Your bid solicitation is in no way limited to these companies. The companies listed are for information purposes only. They are not endorsed by either the ISBE Nutrition Department or the USDA.

[List of Potential Contractors \(SFSP/CACFP\)](#)

Guidelines for Establishing Good Vendor Communication & Monitoring Vendor Performance

- Visit the vendor's preparation facility to determine if it meets your standards.
- Conduct a meeting with your vendor so everyone's expectations are known.
- Open the lines of communication with your vendor and keep them open.
- Conduct random quality tests on meals.
- Notify the vendor immediately when meals do not meet the guidelines.
 - Document all vendor non-performance issues in writing.
 - Notify the vendor of all non-performance issues and request corrective action in writing.
- Thoroughly review and familiarize your staff with the terms of the contract, and instruct all site staff on what to expect from the vendor.
- Instruct your staff to verify all deliveries before signing the delivery receipt.
- Ensure meals are delivered complete, fresh, and on time.
- Have thermometers and measuring instruments on hand at each site to determine food temperatures and quantities.
- Record any menu substitutions the vendor makes. Substitutions must be kept to a minimum. In addition, the institution must record substitutions on the menu that is filed to document meal history.
- The following checklist can be used when receiving meals from a food service vendor:
 - Assure the exterior packaging is in agreement with specifications (corrugated cartons, thermal totes, etc.).
 - Assure the number of unitized meals delivered agrees with the order level requested and the delivery invoice.
 - Assure the condition of the unitized meals received is suitable (no broken or open packages).
 - Check to see if the meal delivered for a specific day is the same as specified on that day's cycle menu.
 - Check the appearance of the meal for attractiveness and eye appeal.
 - Assure all of the food components of the meal are included and in the appropriate serving size.
 - Inspect the components of the meal for quality by visually evaluating each component.
 - Meat/Meat Alternate — Check for freshness, color, freedom from odor, properly cooked or processed.
 - Vegetable/Fruit — Check for ripeness or maturity, damage, uniformity in color, and size.
 - Milk — Check for the pull date, leaks, curdling, and freezing.
 - Grain/Bread — Check item weights to see if they conform to portion size requirements.
 - Also, check the items for freshness.

Part C

Section I – Invitation for Bid

This document contains an Invitation for Bid to provide meals (unitized, if applicable) to be served to children participating in the Summer Food Service Program established by the U.S. Department of Agriculture (7 CFR Part 225) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the institution.

The Illinois State Board of Education does not in any way become a party to any contract between a sponsor or center and a vendor. The sponsor or center has full responsibility for ensuring that the terms of the contract are fulfilled. ISBE has no involvement with the enforcement of the contract; however, payment can be denied for all meals received under an invalid contract.

Soliciting Institution (SFSP Organization)

1. NAME OF INSTITUTION		2. BID NUMBER	
STREET ADDRESS		3. BID OPENING DATE	TIME
CITY	STATE	ZIP CODE	
TELEPHONE NUMBER		BID OPENING LOCATION	
FOR INFORMATION CALL		4. CONTRACT COMMENCEMENT DATE	
		5. CONTRACT EXPIRATION DATE	
6. MEAL TYPE (Bulk or Unitized)	Projected Annual Units	7. UNIT PRICE	TOTAL PRICE
Breakfast			
AM Snack			
Lunch			
PM Snack			
Supper			
8. BIDDER (Complete shaded area.)		9. Total Estimated Amount of Bid	
		PROMPT PAYMENT DISCOUNT	
Bidder Name		_____ % for payment within _____ days	
Bidder Address			
<p>By submission of this bid, the bidder certifies that, in the event he/she receives an award under this solicitation, he/she shall operate in accordance with all applicable, current program regulations. This agreement shall be in effect for the time period specified above, not to exceed one year, and may be renewed by mutual agreement with options to renew yearly, not to exceed four additional years.*</p>			
_____		_____	
Date		Signature of Bidder (in ink)	
_____		_____	
Title		Telephone	

Acceptance of Contract

_____	_____	_____
Date	Signature of Institution's Representative	Title

*Refer to Section VI-9.

Section II – Instructions 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 food service vendor submitting a bid in response to this Invitation for Bid.
- (c) The term “contractor” means a successful bidder who is awarded a contract by an institution under the Summer Food Service Program as specified by the USDA.
- (d) The term “food service vendor” means an organization, other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program.
- (e) The term “Invitation for Bid” means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the institution.
- (f) The term “institution” means the Summer Food Service Program institution that issues this IFB.
- (g) The term “unitized meal” means an individual proportioned 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 shall have the meanings ascribed to them in the Summer Food Service Program regulations.

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 shall be at the bidder’s risk.
- (b) Bids shall be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked “original” shall be governing should there be a variance between that copy of the bid and other copies submitted by the bidder. **No changes in the specifications or general conditions are allowed.** Erasures on this bid shall be initialed by the bidder prior to submission.
- (c) A copy of a current state or local health certificate for the food preparation facilities shall be submitted with the bid. Failure to comply with any of the above shall be reason for rejection of the bid.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the 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 shall not be binding. Any information given to a prospective bidder concerning an IFB shall 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. Acknowledgment of Amendments to IFBs

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. Discounts

Although a blank is provided for a time discount, prompt-payment discounts offered for payment in less than 20 calendar days will not be considered in evaluating bids for award. However, offered discounts of fewer than 20 days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (NOTE: Payment discounts may only be used to determine the low bid when prior experience of the institution indicates that such discounts are generally taken.)

6. Bidders Having Interest in More Than One Bid

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

7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the institution 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, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk and he/she cannot secure relief on the plea of error.

9. Bid Bond and Performance Bond

The institution has the option to require a bid bond and/or a performance bond. The institution has indicated its requirements below:

- Bid Bond Required: ☐ YES ☐ NO

The bidder shall submit with his/her bid a bid bond in the amount of _____ * % of the bid price. Bid bonds will be returned to the successful bidder upon execution of such further contractual documents.

- Performance Bond Required: ☐ YES ☐ NO

The successful contractor shall provide the Institution with a performance bond in the amount of 10 percent of the contract price. The bond shall be furnished no later than 10 days following the award of the contract.

The bid bond and/or performance bond must be obtained from one of the companies listed in [the Department of Treasury Circular 570](#).

**Institution shall insert an amount not less than 5 percent or more than 10 percent. The actual percentage must be determined by the institution. If the institution chooses not to require a bid bond, insert N/A.*

10. Award of Contract

- The contract will be awarded to the lowest responsible bidder meeting the specifications.
- The institution reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the program and to waive informalities and minor irregularities in bids received.
- The institution reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract. Other factors that may be considered include, but are not limited to, the bidder's integrity, compliance with public policy, and financial and technical resources.

11. Late Bids, Modifications of Bids, or Withdrawals of Bids

- (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).
- (b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she 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 U. S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall 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.)

Section III – Scope of Services

1. Contractor agrees to deliver meals (unitized if applicable) _____* of milk to locations set out in Exhibit A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
2. All meals furnished must meet or exceed U.S. Department of Agriculture (USDA) requirements set out in Section VIII.
3. Contractor shall furnish meals as ordered by the institution during the period of _____** to _____
_____. Meals shall be served _____*** days a week.
4. The sponsor shall be legally and financially responsible for the conduct of the food service and shall ensure compliance with the rules and regulations of the Illinois State Board of Education and the USDA regarding the Child Nutrition Programs.
5. The contractor shall be paid by the sponsor for all meals delivered in accordance with the contract and the Program regulations. However, neither the USDA nor the state agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

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

***Institution shall insert contract commencement date and expiration date.*

****Institution shall insert appropriate number of serving days.*

Section IV – Unit Price Schedule and Instructions

1. Bidders are asked to submit prices based on the meal types specified in Section I that meet the menu and contract specifications set forth in Exhibit B, Section VIII , and Section IX. The institution cares for children age _____ to _____ *, with a majority of the children being age _____ to _____ **. The menus provided in Exhibit B were written for the majority age group. Meals to be delivered to all of the centers as stated in Exhibit A.

**Institution shall insert age range of children in care.*

***Institution shall insert majority age range of children in care.*

Section I provides a consolidated total of the number of meals by type. For Example, Section I, number 6 would be completed as follows:

a.	Meal Type	Breakfast	Lunch (Unitized Meal)
b.	Projected Annual Units	1,500	1,700
c.	Unit Price	\$. 73	\$ 1.10
d.	Total Price	\$ 1,095	\$ 1,870

- (a) Institution shall indicate which meal types the contractor will provide meals during the contract period. If unitized meals will be required, the institution must indicate so by placing “unitized meal” in parenthesis after the meal type.
- (b) Institution shall fill in the projected annual units by meal type during the contract period.
- (c) The food service vendor shall insert the appropriate unit price for each meal type as indicated by the institution.
- (d) The food service vendor shall calculate total price by multiplying (b) x (c).

NOTE: In the event of inconsistencies or errors, the unit price (c) shall take precedence.

Bidders shall 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 institution during the term of the contract to secure all its needs from the successful contractor and such contract shall bind the contractor to perform all such work ordered by the institution at prices specified in the contract. Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the institution. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

Requirements Contract

- (a) This is a requirements contract for the services specified in the Section I and for the period set forth therein. 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 institution’s requirements for services set forth in Section I do not result in orders in the amounts or quantities described as “estimated” in the Section I, such event shall not constitute the basis for an equitable price adjustment under this contract.
- (b) The institution shall not be required to purchase from the contractor any minimum number of requirements.
- (c) The institution may issue orders which provide for delivery to or performance at multiple destinations.
- (d) The institution shall 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 Section I will be dependent upon the needs and requirements of the institution.

2. Pricing

Pricing shall be based on the menus provided in Exhibit B. All bidders must submit bids based on the same menu cycle provided by the institution. The bid price must include the price of food, milk (if applicable), packaging, transportation, and all other related costs (e.g., condiments, utensils, etc.).

3. Evaluation of Bidders

Each bidder will be evaluated on the following factors:

- (a) Financial capability to perform a contract of the scope required.
- (b) Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety, and sanitation standards.
- (c) Integrity, compliance with public policy, record of past performance, and financial and technical resources.
- (d) 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 that the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes but any charges or taxes required to be paid under future laws must be paid by the bidder at no additional charge to the institution.

5. Meal Orders

Institutions will order meals on Wednesday of the week preceding the week of delivery; 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 institution 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

The contractor shall adhere to the 11-day cycle menu(s) and portion sizes specified by the institution in Exhibit B for at least the first 11 days of the meal service. Thereafter, deviation from the menu cycle shall be permitted only upon authorization of the institution. Menu changes may be made only when agreed upon by both parties. The meals must continue to meet or exceed the required meal pattern as listed in Section VIII. When an emergency situation exists that might prevent the contractor from delivering a specified meal component, he/she shall notify the institution immediately so substitutions can be agreed upon. The institution reserves the right to request menu changes within the contractor's food cost periodically throughout the contract period.

7. Noncompliance

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

8. Specifications

(a) Packaging

1. Hot meal unit packaging — Suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of nontoxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.
2. Cold meal unit or unnecessary to heat — Container and overlay to be plastic or paper and nontoxic.
3. Cartons — Each carton shall be labeled. Label to include:
 - a. Processor's name and address (plant)
 - b. Item identity, meal type
 - c. Date of production
 - d. Quantity of individual units per carton
4. Meals shall be delivered with the following nonfood items: condiments, straws, napkins, single service ware, etc. institution shall insert nonfood items that are necessary for the meal to be eaten.
5. Sandwiches shall be individually wrapped in a plastic, cellophane, or waxed paper bag prior to placement in the total meal package.
6. All containers holding wet or moist products must be designed against seepage, spilling, or leaking.

(b) Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. All fruits and vegetables must be washed thoroughly during handling or before packaging.

(c) Food Specifications

Bids are to be submitted based on the menu(s) included in Exhibit B, the meal pattern chart included in Section VIII, and the food specifications included in Section IX.

(d) Food Substitutions

The contractor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7CFR 15b when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular lunch 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 recommended alternate foods, unless otherwise exempted by the USDA Food and Nutrition Service. 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.

Section V – General Conditions

1. Delivery Requirements

- (a) Delivery shall be made by the contractor to each center in accordance with the order from the institution.
- (b) Meals shall be daily delivered, unloaded, and placed in the designated center by the contractor's personnel at each of the locations and times listed in Exhibit A.
- (c) Meals delivered to outside-school-hours care centers shall be unitized unless otherwise specified.
- (d) The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with State or local health codes.
- (e) The institution reserves the right to add or delete centers. This shall be done by amendment of Exhibit A. Deletion or addition of centers will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting centers shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that center.

2. Supervision and Inspection

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

3. Record Keeping

- (a) Delivery tickets must be prepared by the contractor at a minimum of three copies -- one for the contractor, one for the center personnel, and one for the institution. Delivery tickets must be itemized to show the number of meals of each type delivered to each center. Designees of the institution at each center will check accuracy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the institution only if signed by the institution's designee at the center.
- (b) The contractor must submit all invoices incurred pertaining to the center's food service operation within 30 days of the last day of each month or the final day of the program.
- (c) The contractor shall 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.
- (d) The books and records of the contractor pertaining to this contract shall be available for a period of three years plus the current fiscal year or until the final resolution of any audits for inspection and audit by representatives of the Illinois State Board of Education, the U.S. Department of Agriculture, the institution, and the Comptroller General of the United States at any reasonable time and place.
- (e) The contractor shall maintain the following records for the sponsor:
 - Production records, including quantities and amounts of food used in preparation of each meal and food component of menus.
 - Standardized recipes and yield from recipes.
 - 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.
 - Food and bid specifications.

4. Method of Payment

The contractor shall submit its itemized invoice to the institution every other week or monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each center during the preceding two weeks or month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the center representative of the institution.

5. Inspection of Facility

- (a) The institution, the Illinois State Board of Education, 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 shall be subject to periodic inspections by the USDA, state and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.
- (c) The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria that may be present in meals served by other establishments in the locality.

6. Availability of Funds

The institution shall have the option to cancel this contract if the federal government withdraws funds to support the Summer Food Service Program. It is further understood that, in the event of cancellation of the contract, the institution shall be responsible for meals already assembled and delivered in accordance with this contract.

7. Number of Meals and Delivery Times

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

8. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the institution by telephone or e-mail of the following: (1) the impossibility of on-time delivery, (2) the circumstance(s) precluding delivery, and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than _____ hours after specified meal time.

Emergency circumstances at the center precluding utilization of meals are the concern of the institution. The institution may cancel orders provided it gives the contractor at least 48 hours' notice.

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

9. Length of Contract/Allowable Price Increase

The only rates that may be renegotiated in subsequent years of this contract are the individual per meal fixed rates contained herein. Before any fixed rate increases can be implemented as part of a contract renewal agreement, the contractor shall document to the sponsor via a written financial analysis the need for such increase. Renegotiation of all fixed rates in subsequent years of the contract must not exceed the Consumer Price Index for Urban Consumers — Food Away From Home annualized rate for December of the previous calendar year, not to exceed _____. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost.

10. Termination

- (a) This contract can be terminated for cause or convenience by the institution or the vendor with a 60-day written notification.
- (b) The institution reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. **The institution shall 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 institution shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the institution. The institution shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- (c) The institution shall, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the institution that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employees of the institution with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract, provided that the existence of the facts upon which the institution makes such findings shall be an issue and may be reviewed in any competent court.
- (d) In the event this contract is terminated as provided in paragraph (b) or (c) hereof, the institution shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor. In addition, if this contract is terminated under paragraph (c), the institution shall be entitled to, as a penalty in addition to any other damages, in an amount which shall not be less than three or more than 10 times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- (e) The rights and remedies of the institutions provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. Subcontracts and Assignments

The contractor shall not subcontract with only one company for the total meal, with or without milk, or for the assembly of the meal and shall not assign, without the advance written consent of the institution, his/her contract or any interest therein. In the event of any assignment, the contractor shall remain liable to the institution as principal for the performance of all his obligations under this contract.

12. Insurance

The contractor will procure and maintain the following insurance:

- A. Workmen's Compensation Insurance as prescribed by the laws of the state of Illinois.
- B. Comprehensive Bodily Injury, Property Damage, Liability, and Products Liability Insurance, including bodily injury and property damage caused by automobiles, with limits prescribed by the state of Illinois for injury or death of any one person or for injury or death of two or more persons in any one accident, for property damage in any one accident, and for products liability in any one accident.
The contractor shall furnish the sponsor with such evidence of insurance, including insurance covering contractor's contractual liability hereunder, as the sponsor may reasonably require.
- C. Contractor shall indemnify sponsor and the state against any loss or damage (including attorney's fees and other costs of litigation) caused by the contractor's negligent acts or commission of contractor's agents or employees.

Contractor expressly agrees to defend any suit against the sponsor alleging personal injury, sickness, or disease arising out of consumption or use of the merchandise sold, as well as any loss resulting from pilferage by contractor's employees.

The sponsor shall promptly notify the contractor and the state agency in writing of any claims against either contractor or sponsor and, in the event of a suit being filed, shall promptly forward to the contractor and the state agency all papers in connection therewith. The sponsor shall not incur any expense or make any settlement without contractor's consent, providing however, that if contractor refuses or neglects to defend any such suit, sponsor may defend, adjust, or settle any such claim, and the costs of such defense, including reasonable attorney's fees, may be charged to the contractor's account.

13. Civil Rights

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

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

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#). You also can obtain the form 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
2. **Fax:** 202-690-7442; or
3. **Email:** program.intake@usda.gov

This institution is an equal opportunity provider.

Section VI – General Provisions

1. Equal Employment Opportunity

In the event of the Vendor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (Act) or the Rules and Regulations of the Department of Human Rights, the Vendor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Vendor agrees as follows:

- (a) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- (b) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
- (d) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Vendor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Vendor in his or her efforts to comply with the Act and Rules and Regulations, the Vendor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- (e) That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.
- (f) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- (g) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Vendor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

2. Clean Air & Water

- (a) The contractor shall comply with all applicable standards, orders, or 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 CFR 1.1 et seq.).

3. Energy Policy and Conservation Act (Public Law 94-163)

Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the state energy efficiency conservation plan issued in compliance with P 94-163.

4. Contract Work Hours and Safety Standards Act-- Overtime Compensation (July 2005)

- (a) *Overtime requirements*: No contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit employees to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) *Violation; liability for unpaid wages; liquidated damages*: The responsible contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the contractor and subcontractor are liable for liquidated damages payable to the government. The contracting officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) *Withholding for unpaid wages and liquidated damages*: The contracting officer will withhold from payments due under the contract sufficient funds required to satisfy any contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy contractor or subcontractor liabilities, the contracting officer will withhold payments from other federal or federally assisted contractors held by the same contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) *Payrolls and basic records*:
 - 1) The contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the government until three years after contract completion. The records shall contain the name and address of each employee, Social Security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a) (3) implementing the Davis-Bacon Act.
 - 2) The contractor and its subcontractors shall allow authorized representatives of the contracting officers or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The contractor or subcontractor also shall allow authorized representatives of the contracting officer or Department of Labor to interview employees in the workplace during working hours.
- (e) *Subcontracts*: The contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts which may require or involve the employment of laborers and mechanics, and the contractor shall require subcontractors to include these provisions in any such lower-tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

Section VII – Grain/Bread Requirements

CRITERIA FOR DETERMINING ACCEPTABLE GRAINS/BREADS:

The item must be enriched or whole-grain or made from enriched or whole-grain, meal, or flour. If it is a cereal, the product must be enriched, whole-grain, or fortified.

WHAT IS WHOLE GRAIN-RICH (WGR)?

Whole grain-rich foods contain 100% whole grains or at least 50% whole grains, and the remaining grains are enriched.

IDENTIFYING WHOLE GRAINS (This is not an all-inclusive list):

Amaranth, brown rice, wild rice, buckwheat, bulgur (cracked wheat), bromated whole wheat flour, crushed wheat, graham flour, millet, oatmeal or rolled oats, quinoa, triticale, whole grain barley, whole rye, whole grain corn, whole cornmeal, whole grain sorghum, whole grain triticale, whole durum wheat, whole-wheat.

For more info on identifying whole grains, see the [USDA Identifying Whole Grain-Rich Foods for Using the Ingredient List webpage](#).

CRITERIA FOR DETERMINING A GRAIN AS WHOLE GRAIN:

1. The label says 100% whole grain or 100% whole wheat.
2. The package includes one of the following health claims:
 - “Diets rich in whole grain foods and other plant foods and low in total fat, saturated fat, and cholesterol may reduce the risk of heart disease and some cancers.”
 - Diets rich in whole grain foods and other plant foods, and low in saturated fat and cholesterol, may help reduce the risk of heart disease.”
3. Use the ingredient list:
 - A whole grain is listed as the first ingredient or second after water.
4. In mixed dishes (e.g., pizza, burrito, pasta entrée), a whole grain is the first grain ingredient listed in the ingredients, or multiple whole grains are the primary grain ingredient by weight.

If the food includes many different types of grains, proper documentation from the manufacturer or a standardized recipe is required.

CRITERIA FOR DETERMINING MINIMUM-SERVING SIZES IN RECIPES:

The Grains/Breads Chart on the next page lists equivalent, minimum, serving sizes for a wide variety of grain/bread products. In lieu of using the minimum serving sizes listed in the chart, the contribution of a recipe may be calculated to determine the number of grains/breads servings the recipe provides. The crediting of a food item as a grains/breads serving is determined by the total amount of enriched or whole-grain meal and/or flour in the recipe divided by the number of servings the recipe yields. The amount of enriched or whole-grain meal and/or flour contained in each serving is then divided by 14.75 grams.

CRITERIA FOR DETERMINING MINIMUM-SERVING SIZES IN GRAINS/BREADS CHART:

The following Grains/Breads Chart has been divided into nine groups. The required weight for each group is based on the key nutrients in one slice of bread (25 grams or 0.9 ounce) or an equal amount (14.75 grams) of enriched or whole-grain meal and/or flour. Within each group, all bread items have approximately the same nutrient and grain content in each serving. Items with fillings, toppings, etc. require larger serving sizes to meet the minimum grain content.

RECORDKEEPING REQUIREMENT:

Whole grain (WG) or whole grain-rich (WGR) must be written on menus next to the grain item. If you do not serve a WGR item on a given day, the least reimbursable meal or snack serving a grain must not be claimed.

Proper documentation, such as a Child Nutrition (CN) label or a product formulation statement or an ingredient panel or a standardized recipe, must be on file to demonstrate that whole grains are the primary ingredient by weight.

Bread/Grains Chart

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

GROUP A	Ounce Equivalent (Oz Eq) for Group A
<ul style="list-style-type: none"> Breading-Type Coating Bread Sticks (<i>hard</i>) Chow Mein Noodles Savory Crackers (<i>saltines and snack crackers</i>) Croutons Pretzels, (<i>hard</i>) Stuffing, (<i>dry</i>) Note: weights apply to bread in stuffing. 	1 oz eq = 22 gm or 0.8 oz ¾ oz eq = 17 gm or 0.6 oz ½ oz eq = 11 gm or 0.4 oz ¼ oz eq = 6 gm or 0.2 oz
GROUP B	Oz Eq for Group B
<ul style="list-style-type: none"> Bagels Batter type Coating Biscuits Breads – all (e.g., <i>white, wheat, whole wheat, French, Italian</i>) Buns (<i>hamburger and hot dog</i>) Sweet Crackers₅ (<i>graham crackers – all shapes, animal crackers</i>) Egg Roll Skins English Muffins Pita Bread Pizza Crust Pretzels (<i>soft</i>) Rolls Tortillas Tortilla Chips Taco Shells 	1 oz eq = 28 gm or 1.0 oz ¾ oz eq = 21 gm or 0.75 oz ½ oz eq = 14 gm or 0.5 oz ¼ oz eq = 7 gm or 0.25 oz
GROUP C	Oz Eq for Group C
<ul style="list-style-type: none"> Cookies₃ (<i>plain – includes vanilla wafers</i>) Cornbread Corn Muffins Croissants Pancakes Pie Crust (<i>dessert pies₃, cobbler₃, fruit turnover₄, and meat/meat alternate pies</i>) Waffles 	1 oz eq = 34 gm or 1.2 oz ¾ oz eq = 26 gm or 0.9 oz ½ oz eq = 17 gm or 0.6 oz ¼ oz eq = 9 gm or 0.3 oz
GROUP D	Oz Eq for Group D
<ul style="list-style-type: none"> Doughnuts₄ (<i>cake and yeast, raised, unfrosted</i>) Cereal bars, breakfast bars, granola bars₄ (<i>plain</i>) Muffins (<i>all, except corn</i>) Quick Breads Sweet Roll, Sticky Buns, Cinnamon Rolls, Danish Pastries, Caramel Rolls₄ (<i>unfrosted</i>) Toaster Pastry₄ (<i>unfrosted</i>) 	1 oz eq = 55 gm or 2.0 oz ¾ oz eq = 42 gm or 1.5 oz ½ oz eq = 28 gm or 1.0 oz ¼ oz eq = 14 gm or 0.5 oz
GROUP E	Oz Eq for Group E
<ul style="list-style-type: none"> Cereal bars, breakfast bars, granola bars₄ (<i>with nuts, dried fruit, and/or chocolate pieces</i>) Cookies₃ (<i>with nuts, raisins, chocolate pieces and/or fruit purees</i>) Doughnuts₄ (<i>cake and yeast raised, frosted or glazed</i>) French Toast 	1 oz eq = 69 gm or 2.4 oz ¾ oz eq = 52 gm or 1.8 oz ½ oz eq = 35 gm or 1.2 oz ¼ oz eq = 18 gm or 0.6 oz

<ul style="list-style-type: none"> Sweet Roll, Sticky Buns, Cinnamon Rolls, Danish Pastries, Caramel Rolls⁴ (<i>frosted</i>) Toaster Pastry⁴ (<i>frosted</i>) 	
GROUP F	Oz Eq for Group F
<ul style="list-style-type: none"> Cake³ (<i>plain, unfrosted</i>) Coffee Cake⁴ 	1 oz eq = 82 gm or 2.9 oz ¾ oz eq = 62 gm or 2.2 oz ½ oz eq = 41 gm or 1.5 oz ¼ oz eq = 21 gm or 0.7 oz
GROUP G	Oz Eq for Group G
<ul style="list-style-type: none"> Brownies³ (<i>plain</i>) Cake³ (<i>all varieties, frosted</i>) 	1 oz eq = 125 gm or 4.4 oz ¾ oz eq = 94 gm or 3.3 oz ½ oz eq = 63 gm or 2.2 oz ¼ oz eq = 32 gm or 1.1 oz
GROUP H	Oz Eq for Group H
<ul style="list-style-type: none"> Cereal Grains (<i>barley, quinoa, etc.</i>) Breakfast Cereals (<i>cooked</i>)^{6,7} Bulgur or cracked wheat Corn Grits Macaroni (<i>all shapes</i>) Noodles (<i>all varieties</i>) Pasta (<i>all shapes</i>) Ravioli (<i>noodle only</i>) Rice 	1 oz eq = ½ cup cooked or 1 ounce (28 gm) dry
GROUP I	Oz Eq for Group I
<ul style="list-style-type: none"> Ready to eat breakfast cereal (<i>cold, dry</i>)^{6,7} 	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cups or 1 ounce for puffed cereal 1 oz eq = ¼ cup or 1 ounce for granola

Color Key: Footnote 5 = Blue, Footnote 3 or 4 = Red

¹In the National School Lunch Program (NSLP) and School Breakfast Program (SBP) (Grades K-12), all grains served must meet whole grain-rich criteria. For all other Child Nutrition Programs, grains are whole grain or enriched or made with enriched or whole-grain meal and/or flour, bran, and/or germ. Under CACFP child and adult meal patterns and in NSLP/SBP preschool meals, at least one grain serving per day must meet whole grain-rich criteria.

²For NSLP and SBP (Grades K-12), grain quantities are determined using ounce equivalents (oz eq). All other Child Nutrition Programs determine grain quantities using grains/bread servings. Grain quantities in CACFP and NSLP/SBP preschool meals have been determined using oz eq since October 2019.

³Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in Grades K-12) as specified in §210.10 and at snack service in the Summer Food Service Program (SFSP). These have been considered a grain-based dessert and cannot count toward the grain component in CACFP or NSLP/SBP preschool meals since October 2017, as specified in §§226.20(a)(4) and 210.10.

⁴Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for Grades K-12) as specified in §210.10. May count toward the grain component in SBP (Grades K-12) and at snack and breakfast meals in SFSP. These have been considered a grain-based dessert and cannot count toward the grain component in the CACFP and NSLP/SBP preschool meals since October 2017, as specified in §§226.20(a)(4) and 210.10.

⁵Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in Grades K-12) as specified in §210.10. May count toward the grain component in SBP (Grades K-12), CACFP, NSLP/SBP preschool meals, and SFSP.

⁶Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP, breakfast served in the SBP, and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

⁷In the NSLP and SBP, cereals must list a whole grain as the first ingredient and be fortified, or if the cereal is 100 percent whole grain, fortification is not required. For CACFP and SFSP, cereals must be whole-grain, enriched, or fortified; cereals served in CACFP and NSLP/SBP infant and preschool meals must contain no more than 6 grams of sugar per dry ounce.

Section VIII – Meal Pattern Requirements

REQUIRED MEAL PATTERNS

SUMMER FOOD SERVICE PROGRAM
ILLINOIS STATE BOARD OF EDUCATION

Each meal must contain, at a minimum, foods from each of the components indicated.



MEAL	FOOD COMPONENTS	AMOUNT
Breakfast	Fluid Milk ¹	1 cup
	Juice or Fruit or Vegetable	½ cup
	Grain/Bread ²	1 serving
Lunch/Supper	Fluid Milk ¹	1 cup
	Meat/Meat Alternate ³	2 ounces
	Juice or Fruit or Vegetable ⁴ (2 servings)	¾ cup total
	Grain/Bread ²	1 serving
Snack (any two items)	Fluid Milk ¹	1 cup
	Juice or Fruit or Vegetable ⁵	¾ cup
	Meat/Meat Alternate ³	1 ounce
	Grain/Bread ²	1 serving

¹Milk must be served as a beverage, on cereal, or in part for each purpose.

²Refer to Grains/Breads Requirements on following pages.

³Refer to Meat/Meat Alternate Requirements on following pages.

⁴Serve two or more kinds of vegetables and/or fruits or a combination of both. Full-strength fruit or vegetable juice may be counted to meet no more than half of this requirement.

⁵Juice may not be served when milk is served as the only other component.

Updated January 2019

Section IX – Food Specifications

Federal regulations specifically addresses the Sponsoring Organization's (SO's) development of specifications for each food component or menu item and requires these specifications to be included in IFBs or RFPs. Specifications must cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. In order to ensure objective contractor performance and eliminate unfair competitive advantage, a person who develops or drafts specifications, requirements, statements of work, IFBs, RFPs, contract terms and conditions, or other documents for use by a grantee or subgrantee in conducting a procurement under the USDA entitlement programs specified in 2 CFR 200.319(a) shall be excluded from competing for such procurements.

Section X – Bidder Responsibility & Bid Responsiveness Criteria

Pick AT LEAST 3

Bidder Responsibility and Bid Responsiveness Criteria	Minimum Standard(s) To Demonstrate Compliance	Evidence/Document(s) Required To Demonstrate Compliance
Financial Stability of Bidder	<ul style="list-style-type: none"> ◆ Three years of profitable financial performance ◆ No petitions for bankruptcy by contractor or principals of contractor 	<ul style="list-style-type: none"> ◆ Provide copies of company financial statements for past three years
Bonding	<ul style="list-style-type: none"> ◆ Bid bond for 5% of total bid and ability to provide a 10% performance bond 	<ul style="list-style-type: none"> ◆ Bid bond for 5% included with bid and ability to provide a 10% performance bond within 10 days of the contract award
Amendments/Addendums	<ul style="list-style-type: none"> ◆ Acknowledgement of Amendments/Addendums sent 	<ul style="list-style-type: none"> ◆ Signing and returning the amendment acknowledgement prior to the hour and date specified for bid opening
Insurance	<ul style="list-style-type: none"> ◆ Enforce insurance as required in bid document 	<ul style="list-style-type: none"> ◆ Sample certificate of insurance demonstrating required coverage
Experience	<ul style="list-style-type: none"> ◆ A minimum of five years in food service management business 	<ul style="list-style-type: none"> ◆ Documentation of experience by bidding company
References	<ul style="list-style-type: none"> ◆ Contractor will provide at least 5 customer references. Sponsor will randomly contact references from list provided and references must have a satisfactory rating of at least 80% 	<ul style="list-style-type: none"> ◆ Contractor will provide a history of all organizations they have had contracts with in the past 5 years with contact information
Transportation Ability	<ul style="list-style-type: none"> ◆ Contractor shall have at least 2 refrigerated trucks in working order to make meal deliveries 	<ul style="list-style-type: none"> ◆ Inspect refrigerated trucks before award
Health Department Inspections	<ul style="list-style-type: none"> ◆ Not more than 2 critical citations within the past 2 years 	<ul style="list-style-type: none"> ◆ Copy of Health Inspection Reports for the last 2 years
Evidence of Longevity in Food Service Industry Serving Child Nutrition Programs	<ul style="list-style-type: none"> ◆ At least 80% of contracts renewed over the last 5 years 	<ul style="list-style-type: none"> ◆ Documentation of all contracts lost over past five years. Randomly contact clients regarding non-renewals
Provide Taste Tests of Lunch Items (must provide DETAILED process) not recommended	<ul style="list-style-type: none"> ◆ At least 95% of foods tested must be acceptable in presentation, appearance, taste and proper temperature 	<ul style="list-style-type: none"> ◆ Taste-test of lunch items (5 judges)
On-Site Evaluations	<ul style="list-style-type: none"> ◆ Three favorable on-site evaluations within the last 12 months 	<ul style="list-style-type: none"> ◆ Submit signed, executed copies of onsite evaluations
Meal Delivery	<ul style="list-style-type: none"> ◆ Plan for delivery of meals 	<ul style="list-style-type: none"> ◆ Description of plan that accommodates sponsor's needs
Timely Delivery	<ul style="list-style-type: none"> ◆ Not late more than 5 times per month 	<ul style="list-style-type: none"> ◆ References — list of clients over the past 3 years
Staffing Plans for Delivery Trucks	<ul style="list-style-type: none"> ◆ Criminal background checks have been conducted on all delivery truck drivers 	<ul style="list-style-type: none"> ◆ Contractor certifies that all criminal background checks have been conducted for all delivery truck drivers

Section XI – Bid Opening Record

Date of Bid Opening: _____

Institution Name: _____

RCDT/Agreement Number: _____

Attendees: _____

List of Bids Received _____

(Vendor Name _____

& Estimated Total) _____

Section XII – Bid Certifications

The following certification forms must be included with all solicitations, contracts, and/or renewal agreements as described below. The forms must be signed by each offeror/contractor as indicated.

- [Certificate of Independent Price Determination Form](#)
- [Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Cover Transactions Form](#)
- [Certification Regarding Lobbying Activities Form](#)
- [Disclosure of Lobbying Activities Form](#)
- [Bid-Rigging Certification Form](#)

Section XIII – Exhibits

The following exhibits must be included with all solicitations as described. These exhibits shall be completed by the Sponsoring Organization soliciting bids.

- [Exhibit A – Site Data Form](#)

Exhibit B – Menus (include only applicable menus)

- [Exhibit B – Breakfast Menu](#)
- [Exhibit B – Lunch/Supper Menu](#)
- [Exhibit B – Snack Menu](#)