



Carrie Eklund  
Central Services Manager  
Finance Department

**INVITATION TO BID  
SUMMER FOOD SERVICE PROGRAM  
BID NO.: 312-HS-040**

3/28/12

Name of Bidding Firm: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Bid Opening Time and Date 11:00 a.m., Local Time, Friday, April 13, 2012**

*Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.*

Bid Deposit/Bid Bond: NO  
Prevailing Wage NO  
Performance Bond: NO

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

**RETURN BIDS TO:**

City of Rockford  
Central Services Manager  
425 East State Street, 4<sup>th</sup> Floor  
Rockford, Illinois 61104  
Telephone: (815) 987-5560

***BIDS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED***

**BID RESULTS:**

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174, or at [www.rockfordil.gov](http://www.rockfordil.gov)

## CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus “Per Item” Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar the vendor from bidding for a period of up to three years.
7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford

Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating

sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. **Prevailing Wage.** When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. **Certified Payroll.** All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to [certified.payroll@rockfordil.gov](mailto:certified.payroll@rockfordil.gov).

27. **Substance Abuse Prevention.** When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. **Apprenticeship Requirement.** For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. **Indemnification.** To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR  
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.  
*Note: The number of employees must be entered under each category (no check marks)*

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, **must provide expiration date entered in the place provided therefore**.
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

**If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.**

**ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.**

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or [ron.moore@rockfordil.gov](mailto:ron.moore@rockfordil.gov)

**EQUAL EMPLOYMENT OPPORTUNITY**  
**AFFIRMATIVE ACTION PLAN**  
**STATEMENT OF POLICY**

It is the policy of this company, [REDACTED] to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, [REDACTED] % of our work force are minorities and [REDACTED] % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

[REDACTED] is the official who will be responsible for implementing this policy statement.

[REDACTED] will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, [REDACTED] is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

## **STATEMENT OF NONCOMPLIANCE**

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

## **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.



**CERTIFICATE OF NON-BARRED BIDDING**

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

[Redacted Signature Area]

Authorized Signature

[Redacted Title Area]

Title

[Redacted Firm Name Area]

Firm

Our firm is a:

Minority Business Enterprise \_\_\_\_\_

Women Business Enterprise \_\_\_\_\_

Neither \_\_\_\_\_

City-Certified? Yes \_\_\_\_\_ No \_\_\_\_\_

City Certified? Yes \_\_\_\_\_ No \_\_\_\_\_

(Revised 12/21/09)

## SECTION A

### SUMMER FOOD SERVICE PROGRAM

### INVITATION FOR BID AND CONTRACT

This document contains an invitation to bid for the furnishing of unitized meals to be served to children participating in the Summer Food Service Program established by the United States 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 sponsor.

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

#### SOLICITING SPONSOR

1. NAME OF SPONSOR <b>City of Rockford Human Services</b>	2. BID NUMBER <b>312-HS-040</b>
STREET ADDRESS <b>612 N. Church Street</b>	3. BID OPENING DATE <span style="float: right;">TIME</span> <b>April 13, 2012</b> <span style="float: right;"><b>11:00 AM</b></span>
CITY <span style="float: right;">STATE</span> <span style="float: right;">ZIP CODE</span> <b>Rockford</b> <span style="float: right;"><b>IL</b></span> <span style="float: right;"><b>61103</b></span>	BID OPENING LOCATION <b>City Hall 425 E. State 4<sup>th</sup> Fl. Finance Dept</b>
TELEPHONE NUMBER <b>815-962-6624</b>	4. CONTRACT COMMENCEMENT DATE <b>June 11, 2012</b>
FOR INFORMATION CALL <b>Jennifer Jaeger-Community Services Director</b>	5. CONTRACT EXPIRATION DATE <b>August 17, 2012</b>

6. MEAL TYPE	ESTIMATED SERVINGS PER DAY (B)	ESTIMATED NUMBER OF SERVING DAYS (C)	UNIT PRICE (in ink) (D)	TOTAL PRICE
Breakfast				
AM Supplements	100	49		
Lunch	2320	49		
PM Supplements	1390	49		
Supper				

BIDDER (Complete areas enclosed in block.)	7. Total Estimated Amount of Bid <b>→</b>
8. NAME OF BIDDER	PROMPT PAYMENT DISCOUNT  _____ % for payment within _____ days
STREET ADDRESS	
CITY <span style="float: right;">STATE</span> <span style="float: right;">ZIP CODE</span>	

By submission of this bid, the bidder certifies that, in the event he receives an award under this solicitation, he shall operate in accordance with all applicable, current program regulations.

Date	Signature of Bidder (in ink)
Title	Telephone

#### ACCEPTANCE OF CONTRACT

NAME OF SPONSOR	CONTRACT NO.
Date	Signature of Sponsor Representative
Title	Title

**SECTION B**

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

1. Sponsor and Bidder shall execute this Certificate of Independent Price Determination.

BIDDER:

A. 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:

- a) 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;
- b) 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;
- c) 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.

B. Each person signing this bid certifies that:

THE BIDDER IS TO INDICATE WHICH IS APPLICABLE

- 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 and that he/she has not participated, will not participate, in any action contrary to (A)(a) through (A)(c) above.
- b) He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(a) through (A)(c) above and as their agent does hereby so certify: and he/she has not participated, and will not participate, in any action contrary to (A)(a) through (A)(c) above.

SPONSOR:

In accepting this bid, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may have jeopardized the independence of the bid referred to above.  
(Accepting a bid does not constitute acceptance of the contract.)

\_\_\_\_\_ Date

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

2. The bidder/contractor certifies that he/she is in compliance with the Public Contracts Equal Employment Opportunity/Affirmative Action Programs of the Illinois Department of Human Rights (formerly called the Illinois Fair Employment Practices Commission).

3. A Certification of Clean Air and Water Practices must also be completed by any bidder whose bid exceeds \$100,000 in anticipated program payments. The bidder certifies as follows:

- A. Any facility to be utilized in the performance of this contract  has/  has not been listed on the Environmental Protection Agency List of Violating Facilities. (check one)
- B. He/she will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he/she proposed to use for the performance of the contract is under consideration to be listed on the EPA list of violating facilities.
- C. He/she will include substantially this certification in every non-exempt subcontract.

\_\_\_\_\_ Signature of Authorized Representative, Food Service Management Company

\_\_\_\_\_ Date

\_\_\_\_\_ Title

INSTRUCTIONS TO BIDDERS

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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 management company submitting a bid in response to this Invitation for Bid.
- C. The term "contractor" means a successful bidder who is awarded a contract by a Sponsor under the Summer Food Service Program under the U.S. Department of Agriculture.
- D. The term "food service management company" means an organization, other than a public or private nonprofit school, with which a sponsor may contract for preparing and, unless otherwise provided for, delivering unitized meals, with or without milk, for use in the program.
- E. 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 program, the IFB becomes the contract upon acceptance by the Sponsor.
- F. The term "Sponsor" means the Summer Food Service Program Sponsor which issues this IFB.
- G. 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 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. *No change in the specifications or general conditions are allowed.* Bidders may make any explanation they wish by memorandum or letter attached to the bid. 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.
- D. All certifications contained herein must be signed and 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 and/or answer to any questions 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. Acknowledgement of Amendments to IFBs

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgement 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 twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids.

6. 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 shall be rejected.

## 7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the sponsor 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. Error 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. Bonding Requirements

- A. Bid Bond: Bidder shall submit with his bid a bid bond in the amount of \* **10%** as determined by the sponsor, of the value of the contract for which the bid is made. Bid bonds will be returned to the successful bidder upon execution of such further contractual documents.
- B. Performance Bond: The successful contractor shall provide the Sponsor with a performance bond in the amount of 10 percent of the contract price. The bond shall be furnished not later than ten days following the award of the contract.

**The bid bond and performance bond must be obtained from one of the companies listed in the Department of Treasury Circular 570.**

*\* (This amount must be not less than 5 percent nor more than 10 percent. The actual percentage must be determined by the Sponsor.)*

## 10. Award of Contract

- A. The contract will be awarded to the lowest responsible bidder conforming to all material terms and conditions of the *Invitation for Bid*. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources. See the Bidder Responsibility and Bid Responsiveness Criteria included in this bid packet.
- B. The Sponsor 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 as an informality, any minor irregularities in bids received.
- C. The Sponsor 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.

## 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. 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 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 D

### SCOPE OF SERVICES

1. Contractor agrees to deliver 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 must meet or exceed U.S. Department of Agriculture requirements set out in Schedule C, attached hereto and made a part hereof.
3. Contractor shall furnish meals as ordered by the Sponsor during the period of **\*\*June 11, 2012 to \*\*August 17, 2012**. Meals shall be served **\*\*\*Five (5)** 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 (ISBE) and the United States Department of Agriculture (USDA) regarding 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.

\* Sponsor shall insert "inclusive" or "exclusive" as applicable.

\*\* Sponsor shall insert contract commencement date and expiration date.

\*\*\* Sponsor shall insert appropriate number of serving days.

## SECTION E

### UNIT PRICE SCHEDULE AND INSTRUCTIONS

1. Bidders are asked to submit prices on the following meal types meeting the contract specifications set forth in Schedule C for meals to be delivered to all of the sites stated in Schedule A. For example:

A.	B.	C.	D.	E.
Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Total Price
Breakfast	20	180	\$1.19	\$4,284.00
Supper (unitized meal)	50	180	\$2.49	\$22,410.00

- A. Sponsor shall indicate for which meal types the contractor will be providing meals during the contract period.
- B. Sponsor shall fill in the estimated number of meals that will be served each day by meal type during the contract period.
- C. Sponsor shall fill in the number of anticipated operating days that meals will be served during the contract period.
- D. The food service management company shall insert the appropriate unit price for each meal type as indicated by the Sponsor.
- E. The food service management company shall calculate total price by multiplying B x C x D.

NOTE: In the event of any inconsistencies or errors, the unit price (D) 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 Sponsor 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 Sponsor 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 Sponsor. 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 Schedule 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 Sponsor's requirements for services set forth in the Schedule do not result in orders in the amounts or quantities described as "estimated" in the Schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.
- b) The Sponsor shall not be required to purchase from the contractor requirements in excess of the limit on total orders

under this contract, if any.

- c) The Sponsor may issue orders which provide for delivery to or performance at multiple destinations.
- d) The Sponsor 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 the Schedule will be dependent upon the needs and requirements of the Sponsor.

2. Pricing shall be on the menus described in Schedule B. All bidders must submit bids on the same menu cycle provided by the Sponsor. Bid price must include 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. Other factors such as transportation capability, sanitation, and packaging.
- D. Ability to meet all the specifications in the invitation to bid.
- E. Record of past performance and integrity.

See the Bidder Responsibility and Bid Responsiveness Criteria included in the bid packet. Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not considered for award.

4. 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 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 which are required to be paid under future laws must be paid by the bidder at no additional charge to the Sponsor.

### 5. Meal Orders

Sponsors will order meals on Friday 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 site and each type of meal.

The Sponsor reserves the right to increase or decrease the number of meals ordered on a forty-eight hour notice or less if mutually agreed upon between the parties to this contract.

### 6. Menu-Cycle Change Procedure

The food service management company shall adhere to the eleven day cycle menu(s) and portion sizes specified by the sponsor on Schedule B for the first 11 days of meal service. Thereafter, deviation from this menu cycle shall be permitted only upon authorization of the Sponsor. Menu changes may be made only when agreed upon by both parties. The meals must continue to meet or exceed the required meal patterns as listed in Schedule C. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he shall notify the Sponsor immediately so substitutions can be agreed upon. The Sponsor reserves the right to request menu changes within the food service management company's food cost periodically throughout the contract period.

### 7. Noncompliance

The Sponsor 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. Contractors will be informed within forty-eight hours of disallowed meals. The contractor shall 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 or delivered in unsanitary conditions such as incorrect temperatures. The Sponsor 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 Sponsor or agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

### 8. Specifications

#### A. Packaging

- a) 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 non-toxic material, and be capable of withstanding temperatures of 400°F or (204°C) or higher.
- b) Cold meal unit or unnecessary to heat - container and overlay to be plastic or paper and non-toxic.

- c) Cartons - each carton shall be labeled to meet state or local requirements. Label to include:
  - Processor's name and address (plant)
  - Item identity, meal type
  - Date of production
  - Quantity of individual units per carton
- d) Meals shall be delivered with the following nonfood items: condiments, straws for milk, napkins, single service ware, etc.
- e) Sandwiches shall be individually wrapped in a plastic, cellophane or waxed paper bag prior to placement in the total meal package.
- f) 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 fresh 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 Schedule B and food specifications in Schedule D.

## SECTION F

### GENERAL CONDITIONS

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**1. Delivery Requirements**

- A. Delivery shall be made by the contractor to each site in accordance with the order from the Sponsor.
- B. Meals shall be delivered daily, unloaded, and placed in the designated area by the contractor's personnel at each of the locations and times listed in Schedule A.
- C. The contractor shall be responsible for delivery of all meals and dairy products at the specified time as stated in Schedule A of this document or no later than the start of the scheduled meal time at each site. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
- D. The Sponsor reserves the right to *add* or *delete* sites. This shall be done by amendment of Schedule A. Deletion or addition of sites will be made not less than twenty-four hours prior to the required date of service.

**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. Recordkeeping**

- A. Delivery tickets must be prepared by the contractor at a minimum in four copies: two for the contractor, one for the site and one for the Sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the Sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Sponsor only if signed by the Sponsor's designee at the site.
- B. The contractor must submit all invoices incurred pertaining to the Sponsor'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 food service management company shall retain records for a period of three years plus the fiscal current year. If audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. Such records must be available for a period of three years from the date of the final contract renewal period has expired and/or receipt of final payment under the contract, whichever occurs last, for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the Sponsor, the Illinois State Board of Education, United States Department of Agriculture, and the Comptroller General at any reasonable time and place.
- E. The vendor shall maintain the following records for the sponsor:
  - a) Production records, including quantities and amounts of food used in preparation of each meal and food component of menus
  - b) Standardized recipes and yield from recipes
  - c) Processed product nutritional analysis

- d) Dates of preparation of meals
- e) Number of meals and locations where meals were delivered
- f) Signed delivery slips
- g) Nutritional content of individual food items and meals as delivered
- h) Food and bid specifications

#### 4. Method of Payment

The contractor shall submit its itemized invoice to the Sponsor biweekly, or monthly as mutually agreed upon. Each invoice shall give a detailed breakdown of the number of meals delivered at each site 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 site representative of the Sponsor.

#### 5. Inspection of Facility

- A. The Sponsor, 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 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 U.S. Department of Agriculture regulations.
- C. The contractor shall provide 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 which may be present in meals served by other establishments in the locality. The results of the inspections must be submitted promptly to the sponsor and to the State agency.

#### 6. Availability of Funds

The Sponsor shall have the option to cancel this contract if the Federal government withdraws funds to support the Summer Food Service Program by giving the contractor forty-eight hour written notice. It is further understood that, in the event of cancellation of the contract, the Sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

#### 7. Number of Meals

The contractor must provide exactly the number of meals ordered. Counts of meals will be made at all sites 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 Sponsor by telephone 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 15 minutes after specified meal time.

Emergency circumstances at the site precluding utilization of meals are the concern of the Sponsor. The Sponsor may cancel orders provided they give the contractor at least 48 hours notice.

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

#### 9. Terms and Termination

- A. This contract is effective for a one-year period commencing 6/1/2012 or upon written acceptance of the contract, whichever occurs last, through 5/31/2013, with options to renew yearly not to exceed four additional years.
- B. The Sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The Sponsor 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 Sponsor 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 Sponsor. The Sponsor shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- C. The Sponsor shall by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found, by the Sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employees of the Sponsor 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 Sponsor makes such findings shall be an issue and may be reviewed in any competent court.
- D. The Sponsor or contractor may cancel this contract for cause with a 60-day written notification.

- E. Neither the contractor nor sponsor shall be responsible for any losses resulting if the fulfillment of the terms of the contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence.
- F. 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, through 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. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost.
- G. In the event this contract is terminated as provided in paragraph (B) or (C) hereof, the Sponsor 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 sponsor 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 ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- H. The rights and remedies of the Sponsor 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.

#### 10. Subcontracts and Assignments

The contractor shall not subcontract 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 Sponsor, his contract or any interest therein.

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

#### 11. 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. Vendor 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.

## SECTION G

### GENERAL PROVISIONS

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1. This contract constitutes the entire agreement between the sponsor and contractor and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the sponsor.
2. It is further agreed between the sponsor and contractor that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this contract.
3. The contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7CFR Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in the School Nutrition Programs*; and any additions or amendments.
4. If this contract is in excess of \$100,000, the sponsor and contractor shall comply with all applicable standards, orders, and regulations, including but not limited to:
  - A. The Clean Air Act (42 USC 1857[h]), the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1.1);
  - B. *Certification Regarding Lobbying* pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018); and
  - C. *Disclosure of Lobbying Activities* pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018).
5. The contractor certifies compliance with:
  - A. Energy Policy and Conservation Act (7CFR Part 3016.36);
  - B. The Department of Labor regulations (29 CFR Part 5); and
  - C. Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulations (41 CFR Chapter 60).

**Schedule A-Program Sites  
City of Rockford Human Services  
FY2012**

**Listing of Approved Summer Food Service Program Sites  
Sponsored by the Illinois State Board of Education**

ISBE Site #	Site Name and Address	Contact Person	Meal Service Time	Quantity of Meals (HDP) Highest Daily Participation	Dates of Program	Meal Service Type	Time Site Opens	Vendor Delivery
53913	Beattie Playground 1221 Rural Rockford, IL 61107	Danielle Potter 815-987-1628 and 815-289-2977	3:00-3:30pm	50	6/11/2012 to 8/3/2012	Snack M-F	1:00pm	1:00pm
17008	Blackhawk Boys & Girls Club 330 15th Ave. Rockford, IL 61103	Mike Ayers 815-961-1213	12:00-1:00	85	6/11/2012 to 7/27/2012	Lunch M-F	9:00am	9:00am
17014	Booker Washington 524 Kent Street Rockford, IL 61102	Ovestar Armstrong 815-962-9117 revoajr@gmail.com	12:00-1:00-L 3:15-3:45-S	75-L 75-S	6/18/2012 to 8/13/2012	Lunch & Snack M-F	8:00am	8:30am
54090	Carlson Boys & Girls Club 1028 Evans Ave. Loves Park, IL 61115	Terre McGee Suzie Johnson 815-633-2287	11:45-12:45	85	6/11/2012 to 7/27/2012	Lunch M-F	10:00am	10:30am
53912	Churchill Park 2002 7th Avenue Rockford, IL 61104	Danielle Potter 815-987-1628 and 815-289-2977	2:30-3:00	75	6/11/2012 to 8/3/2012	Snack M-F	1:00pm	1:00pm
17012	Fairgrounds Valley 1015 W. Jefferson Rockford, IL 61102	Danielle Potter 815-987-1628 and 815-289-2977	12:00-1:00-L 3:00-3:30-S	85-L 40-S	6/11/2012 to 8/3/2012	Lunch M-F	8:00am	8:00am
56279	First Evan. Cov. Church 316 Wood Street Rockford, IL 61107	Dianne 815-398-4247	12:00-1:00	50	6/11/2012 to 8/10/2012	Lunch M-F	9:00am	9:00am

**Schedule A-Program Sites  
City of Rockford Human Services  
FY2012  
Listing of Approved Summer Food Service Program Sites  
Sponsored by the Illinois State Board of Education**

ISBE Site #	Site Name and Address	Contact Person	Meal Service Time	Quantity of Meals (HDP) Highest Daily Participation	Dates of Program	Meal Service Type	Time Site Opens	Vendor Delivery
60093	Flodin Boys & Girls Club 1000 Mill Road Rockford, IL 61108	Derek Papich 815-670-8173	12:00-1:00	60	6/11/2012 to 8/3/2012	Lunch M-F	8:30am	8:30am
54043	Kenrock Community Center 3218 11th Street Rockford, IL 61109	Joe Leach 815-398-8864 X23 joel@kenrock.org	11:30-12:30-L 3:30-4:00-S	100-L 100-S	6/11/2012 to 8/17/2012	Lunch & Snack M-F	9:00am	9:00am
49935	Keye Malquist Park 1702 11th Street Rockford, IL 61109	Danielle Potter 815-987-1628 and 815-289-2977	10:00- 10:30ams 3:00-3:30pms	100	6/11/2012 to 8/3/2012	AM & PM Snack M-F	9:00am	9:30am
17016	Northwest Comm. Center 1325 N. Johnston Avenue Rockford, IL 61101	Gerry Ford 815-964-6885	12:00-1:00-L 3:00-3:30-S	150-L 150-S	6/11/2012 to 8/17/2012	Lunch & Snack M-F	7:00am	7:30am
49704	Orton Keyes Comm. Center 633 Ranger Street Rockford, IL 61109	Kim Keester (Boys and Girls Club) 815-972-5973 (w) 815-985-4072 (c)	11:30-12:30	100	6/11/2012 to 7/27/2012	Lunch M-F	8:00am	8:00am
41703	Patriots Gateway Center 615 S. 5th Street Rockford, IL 61103	Peggy Dobyns 815-967-0413	11:30-12:30-L 3:30-4:00-S	200-L 200-S	6/11/2012 to 8/3/2012	Lunch & Snack M-F	11:00am	11:00am
53909	RKFD Boys & Girls Club 2nd Congregational 318 N. Church Street Rockford, IL 61103	Kevin Ware Mary Jensen 815-963-8431	12:00-1:00	125	6/11/2012 to 7/27/2012	Lunch M-F	11:00am	11:30am

**Schedule A-Program Sites  
City of Rockford Human Services  
FY2012  
Listing of Approved Summer Food Service Program Sites  
Sponsored by the Illinois State Board of Education**

ISBE Site #	Site Name and Address	Contact Person	Meal Service Time	Quantity of Meals (HDP) Highest Daily Participation	Dates of Program	Meal Service Type	Time Site Opens	Vendor Delivery
<b>NEW</b>	RESA Youth and Teen Program 1800 Ogilby Road Rockford, IL 61102	Danielle Potter 815-987-1628 and 815-289-2977	12:00-1:00-L 3:00-3:30-S	65-L 65-S	6/11/2012 to 8/3/2012	Lunch & Snack M-F	8:00am	8:30am
62063	Rock Valley College Upward Bound 3301 N. Mulford Rd. Rockford, IL 61114	Will Ashford 815-621-4237	12:10-12:35	125	6/18/2012 to 8/13/2012	Lunch M-Th	8:00am	9:00am
17015	Salvation Army 210 Kilburn Rockford, IL 61101	Anna Rivera 815-227-0635	12:30-1:00-L 4:00-4:30-S	125-L 125-S	6/25/2012 to 8/10/2012	Lunch & Snack M-F	8:00am	8:30am
17010	St. Elizabeth Comm Ctr 1536 S. Main Street Rockford, IL 61102	Tamara Karen Carlson 815-969-6526	11:30-1:00-L 3:00-3:30-s	175-L 175-S	6/11/2012 to 8/17/2012	Lunch & Snack M-F	5:30am	6:00am
56197	St. Paul COGIC 1001 Bishop Washington Rockford, IL 61102	Khyan Reid 965-4308 kfridge426@hotmail.com	12:00-1:00-L 3:00-3:30-S	75-L 75-S	6/11/2012 To 8/17/2012	Lunch & Snack M-F	7:00am	7:00am
17013	Washington Park Rec Ctr 3617 Delaware Rockford, IL 61102	Danielle Potter 815-987-1628 and 815-289-2977	12:00-100-L 4:00-4:30-S	200-L 200-S	6/11/2012 to 8/3/2012	Lunch & Snack M-F	10:00am	10:00am
17022	YMCA 200 Y Blvd. Rockford, IL 61107	Chris Cameron 815-489-1248 ccameron@rockfordymca.org	11:00-12:00	150	6/11/2012 to 8/17/2012	Lunch M-Th	6:30am	6:30am

**Schedule A-Program Sites  
City of Rockford Human Services  
FY2012**

**Listing of Approved Summer Food Service Program Sites  
Sponsored by the Illinois State Board of Education**

ISBE Site #	Site Name and Address	Contact Person	Meal Service Time	Quantity of Meals (HDP) Highest Daily Participation	Dates of Program	Meal Service Type	Time Site Opens	Vendor Delivery
63657	YMCA Camp Winnebago 5804 N. Main Street Rockford, IL 61103	Brad Cripe 815-489-3375 bcripe@rockfordymca.org	11:30-12:30 3 groups various locations	250	6/11/2012 to 8/17/2012	Lunch M-F	7:00am	7:15am
63531	YMCA-Teen Reach West Middle School 1900 N. Rockton Ave. Rockford, IL 61103	Lewis Hopson 815-489-1198	12:00-100	40	6/11/2012 to 8/17/2012	Lunch M-F NO THURS	12:00pm	12:00pm

## SCHEDULE B – MENUS-LUNCH

Sponsor shall attach the menu cycle and specifications for the program. The menu cycle must be at a minimum, an eleven day cycle. You may specify as long a menu cycle as you want served. The bid menu cycle must be served throughout the contract period.

### City of Rockford Human Services Department 2012 Summer Food Program-Lunch 15-Day Cycle Menu

**Serving Time: 11:00 AM until 1:00 PM**

**Note: All food must be eaten on-site.**

Monday Day 1	Tuesday Day 2	Wednesday Day 3	Thursday Day 4	Friday Day 5
<b>Ham Sandwich</b> Chopped Ham-2 oz. Wheat Bread-2 slices String Cheese 1 oz Grape Juice- ½ cup* Fresh Fruit ½ cup* 2% Milk-8 oz.	<b>Bologna &amp; Cheese Sand.</b> Turkey Bologna- 2 oz. American Cheese- 1 oz. Enriched White Bread 2 slices Baby Carrots-1/4 cup Ranch Dip - 1 oz Fresh Fruit ½ cup 2 % Chocolate Milk 8 oz.	<b>Ham &amp; Turkey Bagel</b> Shaved Ham-1.5 oz. Shaved Turkey-1.5 oz. Bagel 2 oz Fresh Fruit ½ cup Cole Slaw/Sweet & Sour ½ cup Dressing-1 Tbsp 2% Milk-8 oz.	<b>Turkey Club Sandwich</b> American Cheese- 1 oz. Sliced Turkey- 2 oz. Hamburger Bun-.9 oz. Fresh Fruit- ½ cup* Apple Juice - ½ cup* 2% Chocolate Milk-8 oz.	<b>Salami Sandwich</b> Hard Salami 1.5 oz. Wheat Bread 2 slices Cheddar Cheese Stick 1 oz Orange Juice - ½ cup* Fresh Fruit ½ cup* 2% Milk-8 oz.
Monday Day 6	Tuesday Day 7	Wednesday Day 8	Thursday Day 9	Friday Day 10
<b>Turkey &amp; Cheese</b> American Cheese-1 oz. Turkey-2 oz. Hamburger Bun .9 oz Grape Juice-½ cup* Fresh Fruit ½ cup* Sunflower Seeds 1 oz 2% Milk-8 oz.	<b>Ham Sandwich Sandwich</b> Chopped Ham- 2 oz. Wheat bread 2 slices String Cheese – 1 oz Fresh Fruit ½ cup* Pineapple Juice-½ cup* 2% Choc. Milk -8 oz.	<b>Chicken Sandwich</b> Chicken-1.5 oz American Cheese-1 oz. Enriched White Bread- 2 Sl. Fresh Fruit ½ cup Baby carrots ¼ cup Granola bar 1 oz 2% Milk – 8 oz	<b>Sub Sandwich</b> Turkey- 1 oz Chopped Ham 1 oz American Cheese-1 oz. Sub roll 1 oz. Fresh Fruit ½ cup* Orange Juice – ½ cup* 2% Choc Milk – 8 oz	<b>Tuna Salad on a Roll</b> Tuna Salad-3.5oz Hamburger bun .9oz Baby Carrots ¼-cup Ranch Dip – 1 oz Fresh Fruit ½ cup 2% Milk – 8 oz.

<b>Monday Day 11</b> <b>Turkey Club Sandwich</b> American Cheese- 1 oz. Sliced Turkey- 2 oz Hamburger Bun-.9 oz. Fresh Fruit- ½ cup* Apple Juice – ½ cup* 2% Milk-8 oz.	<b>Tuesday Day 12</b> <b>Bologna &amp; Salami Sand.</b> Hard Salami-1oz Bologna-1oz Enriched White Bread 2 slices String Cheese 1 Oz Grape Juice ½ cup* Fresh Fruit ½ cup* 2% Chocolate Milk 8 oz.	<b>Wednesday Day 13</b> <b>Ham &amp; Cheese</b> Chopped Ham-2 oz American Cheese – 1 oz Wheat Bread -2 slices Baby Carrots ¼ cup Fresh Fruit ½ cup 2% Milk-8 oz.	<b>Thursday Day 14</b> <b>Tuna Salad on a Roll</b> Tuna Salad-3.5oz Hamburger bun .9oz Baby Carrots ¼- cup Ranch Dip – 1 oz Fresh Fruit ½ cup 2% Chocolate Milk – 8 oz.	<b>Friday Day 15</b> <b>Ham &amp; Turkey on Bagel</b> Shaved Ham-1.5 oz. Shaved Turkey-1.5 oz. Bagel 2oz – 1 oz Fresh Fruit ½ cup Cole Slaw ½ cup 2% Milk – 8 oz
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**\*Fresh fruit must be from a different source than fruit juice. Example: You can not serve raisins on the same day you serve grape juice.**

**ALL LUNCHESES WILL MEET OR EXCEED THE 2.0 OUNCES OF REQUIRED MEAT/MEAT ALTERNATE  
ALL LUNCHESES WILL INCLUDE A MUSTARD AND SALAD DRESSING PACKET**

Banana may not be served more than one (1) time per week.

**SCHEDULE B – MENUS SNACKS**

Sponsor shall attach the menu cycle and specifications for the program. The menu cycle must be at a minimum, an eleven day cycle. You may specify as long a menu cycle as you want served. The bid menu cycle must be served throughout the contract period.

**City of Rockford Human Services Department  
2012 Summer Food Program-Snacks  
15-Day Cycle Menu**

**Serving Time: 2:00 PM until 3:00 PM**

**Note: All food must be eaten on-site.**

<b>Monday Day 1</b>	Peanut Butter and Jelly- Uncrustable 2.8 oz 2% Chocolate Milk 8 oz	<b>Tuesday Day 2</b>	Pretzels- 1 oz 100% Apple Juice-¾ cup	<b>Wednesday Day 3</b>	Wheat Crackers 1 oz American Cheese 1 oz Orange Juice-¾ cup	<b>Thursday Day 4</b>	Cereal Bowl pack 1 oz 2% Milk-8 ounces	<b>Friday Day 5</b>	Bagel-2oz Cream Cheese-2oz Grape Juice-¾cup
<b>Monday Day 6</b>	Saltine Crackers-1 oz Peanut Butter -1oz 100% Apple Juice ¾ cup	<b>Tuesday Day 7</b>	Graham Crackers 1.4 oz 2% Chocolate Milk 8 oz	<b>Wednesday Day 8</b>	Pretzels-1oz Grape Juice ¾ cup	<b>Thursday Day 9</b>	Animal Crackers-1oz 2%Chocolate Milk-8oz	<b>Friday Day 10</b>	Cheese Stick 1 oz Orange Juice ¾ cup
<b>Monday Day 11</b>	Peanut Butter and Jelly- Uncrustable 2.8 oz 2% Chocolate Milk 8 oz	<b>Tuesday Day 12</b>	Cereal Bowl pack 1 oz 2% Milk 8 ounces	<b>Wednesday Day 13</b>	String Cheese 1oz 100% Apple Juice- ¾ cup	<b>Thursday Day 14</b>	Pretzels-1oz Grape Juice -¾ cup	<b>Friday Day 15</b>	Animal Crackers .9 oz 2% Chocolate Milk-8oz

**SCHEDULE C****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	
Breakfast	Fluid Milk <sup>1</sup> Juice or Fruit or Vegetable Grain/Bread <sup>2</sup>	1 cup $\frac{1}{2}$ cup 1 serving
Lunch/Supper	Fluid Milk <sup>1</sup> Meat/Meat Alternate <sup>3</sup> Juice or Fruit or Vegetable <sup>4</sup> (2 servings) Grain/Bread <sup>2</sup>	1 cup 2 ounces $\frac{3}{4}$ cup total 1 serving
Snack (any two items)	Fluid Milk <sup>1</sup> Juice or Fruit or Vegetables <sup>5</sup> Meat/Meat Alternate <sup>3</sup> Grain/Bread <sup>2</sup>	1 cup $\frac{3}{4}$ cup 1 ounce 1 serving

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

<sup>2</sup> Refer to Grains/Breads Requirements on following pages.

<sup>3</sup> Refer to Meat/Meat Alternate Requirements on following pages.

<sup>4</sup> Serve 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.

<sup>5</sup> Juice may not be served when milk is served as the only other component.

## GRAINS/BREADS REQUIREMENTS

The item must be whole-grain, enriched, made from whole-grain or enriched meal or flour, or bran or germ. If it is a cereal, the product must be whole-grain, enriched, or fortified. In lieu of using the minimum serving sizes listed, 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 flour or meal contained in each serving is then divided by 14.75 grams. Bran, germ, and corn meal are calculated in the same manner. For recipes with ingredients listed in Groups H and I, follow the weights and volumes listed for the specific servings in these groups.

### MINIMUM SERVING SIZES

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 ounces) or an equal amount (14.75 grams) of whole-grain, enriched flour, bran, or germ. 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. Some of the following foods, or their accompaniments, may contain more sugar, salt, and/or fat than others. This should be considered when deciding how often to serve them.

GROUP A	MINIMUM SERVING SIZE FOR GROUP A
<ul style="list-style-type: none"> <li>• Breeding Type Coating</li> <li>• Bread Sticks, <i>hard</i></li> <li>• Chow Mein Noodles</li> <li>• Crackers, <i>saltines, snack</i></li> <li>• Croutons</li> <li>• Pretzels, <i>hard</i></li> <li>• Stuffing, <i>dry</i></li> </ul>	1 serving = 20 g or 0.7 oz
GROUP B	MINIMUM SERVING SIZE FOR GROUP B
<ul style="list-style-type: none"> <li>• Bagels, Biscuits</li> <li>• Batter Type Coating</li> <li>• Breads, <i>white, wheat, whole wheat, French, Italian</i></li> <li>• Buns, <i>hamburger, hot dog</i></li> <li>• Crackers, graham (<i>all shapes</i>), <i>animal</i></li> <li>• Egg Roll Skins</li> <li>• English Muffins</li> <li>• Pita Bread, <i>white, wheat, whole wheat</i></li> <li>• Pizza Crust</li> <li>• Pretzels, <i>soft</i></li> <li>• Rolls, <i>white, wheat, whole wheat, potato</i></li> <li>• Tortillas, <i>wheat, corn</i></li> <li>• Tortilla Chips, <i>wheat, corn</i></li> <li>• Taco Shells</li> </ul>	1 serving = 25 g or 0.9 oz
GROUP C	MINIMUM SERVING SIZE FOR GROUP C
<ul style="list-style-type: none"> <li>• Cookies <sup>1</sup>, <i>plain</i></li> <li>• Cornbread, Corn Muffins</li> <li>• Croissants, Pancakes, Waffles</li> <li>• Pie Crust, dessert, <i>meat/meat alternate</i></li> <li>• Turnover Crust <sup>2</sup></li> </ul>	1 serving = 31 g or 1.1 oz
GROUP D	MINIMUM SERVING SIZE FOR GROUP D
<ul style="list-style-type: none"> <li>• Doughnuts <sup>2</sup>, <i>cake, yeast, raised, unfrosted</i></li> <li>• Granola Bars <sup>2</sup>, <i>plain</i></li> <li>• Muffins, <i>all but corn</i></li> <li>• Sweet Roll</li> <li>• Toaster Pastry <sup>2</sup>, <i>unfrosted</i></li> </ul>	1 serving = 50 g or 1.8 oz

GROUP E	MINIMUM SERVING SIZE FOR GROUP E
<ul style="list-style-type: none"> <li>• Cookies <sup>1</sup>, <i>with nuts, raisins, chocolate pieces, fruit purees</i></li> <li>• Doughnuts <sup>2</sup>, <i>cake, yeast, raised, frosted, glazed</i></li> <li>• French Toast</li> <li>• Grain Fruit Bars <sup>2</sup></li> <li>• Granola Bars <sup>2</sup> <i>with nuts, raisins, chocolate pieces, fruit</i></li> <li>• Sweet Rolls, Toaster Pastry <sup>2</sup>, <i>frosted</i></li> </ul>	1 serving = 63 g or 2.2 oz
GROUP F	MINIMUM SERVING SIZE FOR GROUP F
<ul style="list-style-type: none"> <li>• Cake <sup>1</sup>, <i>plain, unfrosted</i></li> <li>• Coffee Cake <sup>2</sup></li> </ul>	1 serving = 75 g or 2.7 oz
GROUP G	MINIMUM SERVING SIZE FOR GROUP G
<ul style="list-style-type: none"> <li>• Brownies <sup>1</sup>, <i>plain (Allowed only for snack)</i></li> <li>• Cake <sup>1</sup>, <i>frosted, all varieties (Allowed for breakfast or snack)</i></li> </ul>	1 serving = 115 g or 4 oz
GROUP H	MINIMUM SERVING SIZE FOR GROUP H
<ul style="list-style-type: none"> <li>• Barley, Bulgar</li> <li>• Breakfast Cereals, <i>cooked</i></li> <li>• Corn Grits</li> <li>• Macaroni, <i>all shapes</i></li> <li>• Noodles, egg — <i>all varieties</i></li> <li>• Pasta, <i>all shapes</i></li> <li>• Ravioli, <i>noodle only</i></li> <li>• Rice, <i>enriched white or brown</i></li> </ul>	1 serving = <sup>2</sup> c cooked or 25 g or 0.9 oz dry
GROUP I	MINIMUM SERVING SIZE FOR GROUP I
<ul style="list-style-type: none"> <li>• Breakfast Cereal, <i>dry</i></li> <li>• Rice Cakes</li> </ul>	1 serving = lesser of ½ c or 1 oz

<sup>1</sup> Allowed only for desserts or snacks.

<sup>2</sup> Allowed for breakfast and/or snack.

## MEAT/MEAT ALTERNATE

Meat/meat alternates must be served at lunch and supper and may be served as part of the snack. A serving of cooked lean meat, poultry, or fish (without the weight of bone or breading), cheese, yogurt, cooked dry beans/peas, eggs, peanut butter or other nut butters, and nuts or seeds, or any combination of these may be used to meet this requirement. You may serve these foods as the entrée or as part of the entrée and in one other menu item. Examples: ground meat and cheese combined in a casserole meet the requirement of a main entrée; a peanut butter sandwich and half of a deviled egg meet the requirement as part of the entrée and an additional menu item.

Nuts and seeds may not fulfill more than 50 percent of the meat/meat alternate requirement for lunch or supper, but may fulfill the entire requirement for a snack. For the purpose of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry, or fish. The nuts and seeds that may be used as a meat alternate include peanuts, soynuts, tree nuts (almonds, walnuts, and pecans), and seeds (sunflower, sesame, and pumpkin).

MEAT/MEAT ALTERNATE	SERVING SIZE – LUNCH/SUPPER
<ul style="list-style-type: none"> <li>• Lean Meat, Poultry, Fish</li> <li>• Cheese</li> <li>• Eggs</li> <li>• Yogurt</li> <li>• Cooked Dry Beans/Peas</li> <li>• Nut Butters</li> <li>• Nuts</li> </ul>	2 oz 2 oz 1 egg 8 oz ½ c 2 T = 50% 1 oz = 50%

## SCHEDULE D – Product Specifications

Specifications shall be as follows:

1. Milk and milk products are defined as “. . . fluid types of pasteurized flavored or unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which meet State and local standards for such milk . . . .” Milk delivered hereunder shall conform to these specifications.
2. Breads, bread alternates, and grains must be made from whole-grain or enriched meal or flour. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on Schedule C. If applicable, product should be in moisture-proof wrapping and pack code date provided.
3. All meat and poultry must have been inspected by the United State Department of Agriculture (USDA) and must be free from off color or odor.
  - Beef must be at least 70:30 lean to fat, preferable 80:20 lean to fat
  - Poultry should be U.S. Grade A when applicable and should meet the recommendations outline in *Specifications for Poultry Products, A guide for Food Service Operators* from USDA.
  - For breaded and battered items, all flours must be enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
  - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
4. All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
5. Any serving of chicken nuggets, fish sticks, corn dogs or any other type of breaded item must contain enough meat to yield at least 2 ounces of meat in order to meet the USDA minimum requirement for lunch/supper or at least one ounce of meat in order to meet the USDA minimum requirement for snack.
6. All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or lowfat. All cheese should have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
7. All fish must have been inspected by the United States Department of Commerce (USCD) and meet minimum flesh and batter/breading required for USDA Grade A product or product packed under federal inspection (PUFI) by the USDC.
8. All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 11-day cycle menu requirements.
9. All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 11-day cycle menu requirements.
10. All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free of discoloration, blemishes, and decay.
11. Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
12. Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
13. If applicable, the food production facility, manufacturing plan, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
14. Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

**City of Rockford Human Services Department  
Bidder Responsibility and Bid Responsiveness Criteria  
2012 Summer Food Service Program**

<b>Bidder Responsibility and Bid Responsiveness Criteria</b>	<b>Minimum Standard(s) To Demonstrate Compliance</b>	<b>Evidence/Document(s) Required To Demonstrate Compliance</b>
Insurance	<ul style="list-style-type: none"> <li>◆ Enforce insurance as required in bid document</li> </ul>	<ul style="list-style-type: none"> <li>◆ Sample certificate of insurance demonstrating required coverage</li> </ul>
Experience	<ul style="list-style-type: none"> <li>◆ A minimum of five years in food service management business</li> </ul>	<ul style="list-style-type: none"> <li>◆ Documentation of experience by bidding company</li> </ul>
References	<ul style="list-style-type: none"> <li>◆ FSMC 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%</li> </ul>	<ul style="list-style-type: none"> <li>◆ FSMC will provide a history of all organizations they have had contracts with in the past 5 years with contact information</li> </ul>
Transportation Ability	<ul style="list-style-type: none"> <li>◆ FSMC shall have at least 3 refrigerated trucks in working order to make meal deliveries</li> <li>◆ Adequate number of vehicles to meet standard of delivery schedule.</li> <li>◆ Delivery trucks must be able to maintain 40 degree Fahrenheit or lower temperature</li> <li>◆ Delivery truck cleanliness-free from debris, odor and infestation</li> </ul>	<ul style="list-style-type: none"> <li>◆ Inspect refrigerated trucks before award</li> <li>◆ Documentation of route schedule and timelines</li> </ul>
Health Department Inspections	<ul style="list-style-type: none"> <li>◆ Not more than 2 critical citations within the past 2 years</li> </ul>	<ul style="list-style-type: none"> <li>◆ Copy of Health Inspection Reports for the last 2 years</li> </ul>
Provide sample packaging of lunch items	<ul style="list-style-type: none"> <li>◆ Packaging reviewed acceptable in presentation, appearance.</li> <li>◆ Appearance (lunches that appear without defects such as bruising and spoilage shall pass)</li> <li>◆ Packaging (lunches which meet container standards and show no packaging damage shall pass).</li> </ul>	<ul style="list-style-type: none"> <li>◆ Inspection of sample meals</li> </ul>
Staffing Plans for Delivery Trucks	<ul style="list-style-type: none"> <li>◆ Criminal background checks have been conducted on all delivery truck drivers</li> </ul>	<ul style="list-style-type: none"> <li>◆ Vendor certifies that all criminal background checks have been conducted for all delivery truck drivers</li> </ul>

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.**

**CERTIFICATION**

The prospective lower tier participant certifies, by submission of this Certification, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
3. It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
4. It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
5. The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
6. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

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Organization Name	PR/Award Number or Project Name
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Name and Title of Authorized Representative

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Signature	Date
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**Instructions for Certification**

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows 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 "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.
6. 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 herein. 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.

**Bid-Rigging Certification**

\_\_\_\_\_, a duly  
(Agent)

authorized agent of \_\_\_\_\_,  
(Contractor)

do hereby certify that neither \_\_\_\_\_,  
(Contractor)

nor any individual presently affiliated with \_\_\_\_\_  
(Contractor)

\_\_\_\_\_, has been barred from bidding on a public contract as a  
result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating)  
of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Contractor

## Certification Regarding Lobbying

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

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

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

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Organization Name

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PR/Award (or Application) Number or Project Name

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Name and Title of Authorized Representative

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Signature

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Date



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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g. the first subawardee of the prime is the 1<sup>st</sup>.tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency, making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.d. Request for Proposal (RFP) number; invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number, the application proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with Federal officials. Identify the Federal official (s) or employee (s) contacted or the officer (s), employee (s), or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_