



Carrie Eklund
Central Services Manager
Finance Department

INVITATION TO BID Summer Food Service Program Bid No.: 413-HS-048

City of Rockford Human Services Department, 612 N. Church St., Rockford, IL 61103, 815-962-6624 (Jennifer Jaeger), sponsors the Summer Food Service Program (SFSP) and is soliciting bids from food service vendors. SFSP provides meals to children attending summer activity programs in low-income neighborhoods. The program is intended to provide a nutritionally balanced meal to children who may be nutritionally deprived during the summer recess when the free and reduced price lunch programs are not available. All meals served must meet USDA pattern requirements and City of Rockford Human Services Department established menus.

Bids will be received until **11:00 a.m.**, local time, on **April 23, 2013** at the office of the Central Services Manager, City Hall Building, 425 East State Street, Rockford, Illinois 61104. At that time and place all bids received will be publicly opened and read aloud.

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.

Bids are being solicited for service in the Rockford area for approximately 2,105 lunches and 1,850 snacks will be served daily. The proposed operating days will run from June 10, 2013 until August 16, 2013. A 10% bid bond is required and a 10% performance bond may be requested. All contracts are subject to review by the Illinois State Board of Education.

Bid documents may be obtained at the office of the Central Services Manager, at Rockford City Hall, 425 E. State St., Rockford, IL 61104. Bids must be enclosed in a sealed envelope and marked with the name of the bid, and the bid number.

Each bidder shall submit with his bid the information specified in the bid documents for compliance with the laws of the State of Illinois on Fair Employment Practices and with the City of Rockford's Ordinance on Equal Employment and Business Opportunity. Any bid which fails to include the compliance items properly completed will not be read and will not be considered.

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

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

Dated: April 8, 2013

FINANCE AND PERSONNEL COMMITTEE

Carrie Eklund
Central Services Manager

ATTACHMENT A
INSTRUCTIONS, SPECIFICATIONS AND BID FORM

BID ON

**The Summer Food Program for the
Rockford Human Services Department**

Bid No.: 413-HS-048

INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received in the office of the Central Services Manager, City Hall, 425 East State Street, Rockford, Illinois until 11:00 a.m., local Rockford time, on Friday, April 23, 2013 for the Summer Food Program detailed in the specifications attached hereto. At that time and place all bids received will be publicly opened and read aloud.
2. At the time of the bid opening, each bidder shall provide a sample-packaged meal, excluding milk, using the menu for day seven (7). Packaging shall be the same as the packaging to be used in the program. Sample lunch should be brought to the bid opening in a brown grocery bag with vendor name written on the bottom of bag.
3. The person, firm or corporation making a proposal shall submit it in a sealed envelope to the Central Services Manager or his/her duly designated representative at the office of the Central Services Manager on or before the hour and day stated above.
4. The bidder shall insert the price, prompt payment terms and all other information requested in the Bid Form annexed. The price shall be net and shall be the full, delivered cost to the City of Rockford, including all factors whatsoever.
5. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt.
6. All proposals must be accompanied by a bid bond for not less than 10% of the amount of the bid. Successful bidder must provide a performance bond in the amount of 10% of the bid.

7. Each bidder shall affirm that no official or employee of the City of Rockford, Illinois is directly or indirectly interested in the proposal for any reason of personal gain.
8. The City desires all the meals specified as stated in the specifications. Meal changes must be approved prior to meal delivery.
9. No proposal may be withdrawn or modified in any way after the deadline for bid opening.
10. Each bidder shall submit with the bid the information specified in the bid documents for compliance with the laws of the State of Illinois on Fair Employment Practices and with the City of Rockford's Ordinance on Equal Employment and Business Opportunity. Any bid, which fails to include the compliance items properly completed, will not be read and will not be considered.
11. The City of Rockford, Illinois reserves the right to accept or reject any and all bids and to waive technicalities. The City will make its award within 45 days from the date of bid opening, or reject all bids. All bids shall be firm and valid for 45 days from the date of bid opening.
12. Itemized billing shall be weekly and in accordance with Section F, 3, 4, and 7.
13. The successful bidder must certify that meals will be delivered to sites prior to fifteen (15) minutes before the feeding schedule, that the delivery temperature of meals and milk will not exceed 45 degrees F. and that individual lunches will be packaged in white boxes, white molded containers or paper bags. All packaging must preserve the lunch in edible format. No Styrofoam packaging is allowed.
14. 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 meals being served, at their own cost. Such levels shall conform to standards which are applied by the local health authority with the 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.
14. The potential successful bidder must submit the actual refrigerated vehicle, (no coolers or other temporary cooling units will be allowed) to be used for meal delivery to the Winnebago County Department of Public Health for inspection. The vehicle must pass inspection prior to finalizing the contract.

Inspection requires the ability to maintain a 40-degree F. or lower air temperature in order to have a food temperature of 45 degrees F. or lower and vehicle cleanliness. If the vehicle is not approved, the next bidder will be notified to submit delivery vehicle for inspection. The process will continue until a successful bidder is determined. This process is to insure that adequate refrigeration of food is provided during delivery in accordance with local health codes. (Reference: Contract Section F, #1, C).

15. These instructions are to be considered an integral part of any proposal.
16. If there is any question whatsoever regarding any of the specifications, it shall be the bidder's responsibility to seek clarification immediately from Anne Wilkerson, Financial Analyst at (815) 987-5741 or Jennifer Jaeger, Human Services Department, (815) 962-6624.

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 City of Rockford Human Services A Community Action Agency			2. BID NUMBER	
STREET ADDRESS 612 N. Church Street			3. BID OPENING DATE April 23, 2013	TIME 11:00AM
CITY Rockford	STATE IL	ZIP CODE 61103	BID OPENING LOCATION City Hall 425 E. State 4 th Fl. Finance Dept.	
TELEPHONE NUMBER 815-967-4039			4. CONTRACT COMMENCEMENT DATE June 10, 2013	
FOR INFORMATION CALL 815-987-5741			5. CONTRACT EXPIRATION DATE August 16, 2013	

6. MEAL TYPE	ESTIMATED SERVINGS PER DAY (B)	ESTIMATED NUMBER OF SERVING DAYS ©	UNIT PRICE (in ink) (D)	TOTAL PRICE
Breakfast	-----	-----		
AM Supplements	250	49		
Lunch	2105	49		
PM Supplements	1600	49		
Supper	-----	-----		

BIDDER (Complete areas enclosed in block.)			7. Total Estimated Amount of Bid →	
8. NAME OF BIDDER			PROMPT PAYMENT DISCOUNT _____ % for payment within _____ days	
STREET ADDRESS				
CITY	STATE	ZIP CODE		
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

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

SECTION C

INSTRUCTIONS TO BIDDERS

1. Definitions

As used herein:

- A. The term "bid" means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- B. The term "bidder" means a food service 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 any and all informalities and 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 10, 2013 to ** August 16, 2013 . 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 the Child Nutrition Programs.
5. The contractor shall be paid by the sponsor for all meals delivered in accordance with the contract and the Program regulations. However, neither the USDA nor the State agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

* 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 may 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

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 weekly.
- 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 vendor must provide meals when requested for periodic inspection by the local or state health department or an independent agency to determine the bacterial levels in the meals served.

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 up to a one-year period commencing 6/10/2013 or upon written acceptance of the contract, whichever occurs last, through 5/31/2014, 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.
- 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

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 (Pub. L. 94—163, 89 Stat.871);
 - B. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5);
 - C. Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulations (41 CFR Chapter 60); and
 - D. Uniform Administrative Requirements for Grants and Cooperative Agreements to State—Procurement (7 CFR Part 3016.36).

Name and address of site(s) where program will operate	Contact Person	Total Number of Meals Claimed in the previous Year				Type of Meal	Projected # of Meals- (HDP) Highest Daily Participation	Estimated Delivery Time for Each Meal	Dates of Program (mm/dd/yy)	Offer vs Serve?	
		brkfst	Am Snack	Lunch	PM Snack						Supper
#1 Beattie Playground 1221 Rural Street Rockford, IL 61107 Site # 53913	Derricka Davis 815-289-3706	0	0	0	803	0	PM Snack	50	11:00AM	6/10/2013 to 8/2/2013	Serve
#2 Blackhawk Boys and Girls Club 330 15th Avenue Rockford, IL 61103 Site # 17008	Mike Ayres 815-961-1213	0	0	1071	0	0	Lunch	85	11:00AM	6/10/2013 to 7/26/2013	Serve
#3 Bloom Playground 2901 Pelham Road Rockford, IL 61109 Site #	Derricka Davis 815-289-3706	0	0	0	NA	0	PM Snack	60	11:00AM	6/10/2013 to 8/2/2013	Serve
#4 Booker Washington 524 Kent Street Rockford, IL 61102 Site # 17014	Robert King 815-962-9117 Melba Harris 815-962-9117	0	0	1490	1520	0	Lunch PM Snack	75 75	8:00AM		Serve
#5 Churchill Park 202 7th Avenue Rockford, IL 61104 Site # 53912	Derricka Davis 815-289-3706	0	0	0	570	0	PM Snack	75	11:00AM	6/10/2013 to 8/2/2013	Serve
#6 Fairgrounds Valley 1015 W. Jefferson Street Rockford, IL 61102 Site # 17012	Derricka Davis 815-289-3706	0	0	2002	NA	0	Lunch PM Snack	85-Lunch 40-PM Snack	11:30AM	6/10/2013 to 8/2/2013	Serve
#7 First Evangelical Cov. Church 316 Wood Street Rockford, IL 61107 Site # 56279	Dianne 815-398-4247	0	0	1251	0	0	Lunch	50	8:45AM	6/10/2013 to 8/7/13	Serve
#8 Flodin Boys and Girls Club 1000 Mill Road Rockford, IL 61108 Site # 60093	Derek Papich 815-670-8173	0	0	755	0	0	Lunch	60	10:00AM	6/10/2013 to 8/2/2013	Serve

#10 Harmon Park 1928 East Gateway Pkwy Rockford, IL 61109 Site #	Derricka Davis 815-289-3706	0	0	0	NA	0	PM Snack	60	11:30AM	6/10/2013 to 8/2/2013	Serve
#11 Highland Park 3011 Rural Street Rockford, IL 61107 Site #	Derricka Davis 815-289-3706	0	NA	0	0	0	AM Snack	60	11:00AM	6/10/2013 to 8/2/2013	Serve
#12 Ida Public Library 320 N. State Street Belvidere, IL 61008 Site #	Emily Klionicki 815-544-3838	0	NA	NA	NA	0	Am Snack Lunch PM Snack	50		TBD	Serve
#13 Kenrock Community Center 3218 11th Street Rockford, IL 61109 Site # 54043	Joe Leach 815-398-8864 X23	0	0	2203	2083	0	Lunch PM Snack	100 100	9:00AM	6/10/2013 to 8/16/2013	Serve
#14 Keye Mallquist Park 1702 11th Street Rockford, IL 61109 Site # 49935	Derricka Davis 815-289-3706	0	1402	0	1538	0	Am Snack PM Snack	100 100	9:00AM	6/10/2013 to 8/2/2013	Serve
#15 Morning Star Baptist Church 714 3rd Avenue Rockford, IL 61104 Site # 41704	Bob Bixby 815-315-7594 779-43-2534	0	0	42	0	0	Lunch	75			Serve
#16 Northwest Community Center 1325 N. Johnston Avenue Rockford, IL 61101 Site # 17016	Gerry Ford 815-964-6885	0	0	3051	3090	0	Lunch PM Snack	150 150	7:00AM	6/10/2013 to 8/16/2013	Serve
#17 Orton Keyes Comm. Center 633 Ranger Street Rockford, IL 61109 Site # 49704	Kim Keeester (B&G Club) 815-972-5973 (w) 815-985- 4072 (c)	0	0	805	0	0	Lunch	100	11:00AM	6/10/2013 to 7/26/2013	Serve
#18 Patriots Gateway Center 615 S. 5th Street Rockford, IL 61103 Site # 41703	Cherene Sweeney 815- 520-5389	0	0	1810	1919	0	Lunch PM Snack	100 100	8:00AM	6/17/2013 to 8/9/2013	Serve

#19 RESA Youth & Teen Program 1800 Ogilby Road Rockford, IL 61102 Site # 42482	Nikki Lynch 815-289-5060	0	0	1684	1994	0	Lunch PM Snack	100 100	9:00AM	6/10/2013 to 8/2/2013	Serve
#20 Ridge Park 3317 Ridge Ave. Rockford, IL Site #	Derikka Davis	0	0	0	NA	0	PM Snack	50	12:00PM	6/10/2013 to 8/2/2013	Serve
#21 RKFD Boys and Girls Club 2nd Congregational 318 N. Church Street Rockford, IL 61103 Site # 53909	Kevin Ware 815-963-8431	0	0	1622	0	0	Lunch	100	10:00AM	6/10/2013 to 7/26/2013	Serve
#22 RPD-Lewis Lemon 1993 Mulberry Street Rockford, IL 61102 Site # 45772	Derricka Davis 815-289-3706	0	0	0	1326	0	PM Snack	75	8:00AM	6/10/2013 to 8/2/2013	Serve
#23 Salvation Army 210 Kilburn Avenue Rockford, IL 61102 Site # 17015	Anna Rivera 815-227-0635 Capt. Bruce 815-222-0767	0	0	1148	1083	0	Lunch PM Snack	100 100	8:00AM	6/24/2013 to 8/9/2013	Serve
#24 St. Elizabeth Comm. Center 1536 S. Main Street Rockford, IL 61102 Site #17010	Tamara Karen Carlson 815-969-6526	0	0	1664	1496	0	Lunch PM Snack	100 100	5:45AM	6/10/2013 to 8/16/2013	Serve
#25 Wantz Park 600 Clifford Ave. Loves Park, IL 61111 Site #	Derricka Davis 815-289-3706	0	0	0	NA	0	Am Snack PM Snack	90 90	9:30AM	6/10/2013 to 8/2/2013	Serve
#26 Washington Park Rec. Ctr. 3617 Deleware Rockford, IL 61102 Site #17013	Nikki Lynch 815-289-5060	0	0	3672	3682	0	Lunch PM Snack	225 225	10:00AM	6/10/2013 to 8/2/2013	Serve
#27 YMCA (Downtown) 200 Y. Blvd Rockford, IL 61107 Site # 17022	Jason Walters 779-771-8960	0	0	2533	0	0	Lunch	100	7:00AM	6/10/2013 to 8/16/2013	Serve

#28 YMCA Camp Winnebago 5804 N. Main Street Rockford, IL 61103 Site # 63657	Brad Cripe 815-489-3375	0	0	9629	0	0	0	Lunch	250	7:00AM	6/10/2013 to 8/16/2013	Serve
#29 YMCA Northeast Branch 8451 Orth Road Rockford, IL 61111 Site # <u>67209</u>	Audry 815-489-1291	0	0	1010	0	0	0	Lunch	75	7:00AM	6/10/2013 to 8/16/2013	Serve
#30 YMCA Teen Reach West Middle School 1900 N. Rockton Avenue Rockford, IL 61103 Site # <u>63531</u>	Lewis Hobson 815-489-1198	0	0	585	0	0	0	Lunch	40	12:00PM	6/10/2013 to 8/16/2013	Serve
#31 Carlson Boys and Girls Club 1028 Evans Avenue Loves Park, IL 61115 Site # <u>54090</u>	Derek Papish 815-670-8173	0	0	NA	0	0	0	Lunch	85	10:00AM	6/10/2013 to 7/26/2013	Serve

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
2013 Summer Food Program-Lunch
11-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
Ham Sandwich Chopped Ham-2 oz. Wheat Bread-2 slices String Cheese 1 oz Grape Juice- ½ cup* Fresh Fruit ½ cup* 2% Milk-8 oz.	Bologna & Cheese Sand. Beef 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.	Ham & Turkey Bagel Shaved Ham-1.5 oz. Shaved Turkey-1.5 oz. Bagel 2 oz Fresh Fruit ½ cup* Cole Slaw/Sweet and Sour Dressing-1/4 cup * 2% Milk-8 oz.	Turkey Club Sandwich American Cheese- 1 oz. Sliced Turkey- 2 oz Hamburger Bun-.9 oz. Fresh Fruit-½ cup* Apple Juice – ½ cup* Chocolate Milk-8 oz.	Spiced Luncheon meat Sandwich Spiced luncheon meat 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
Turkey & Cheese 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.	Ham Sandwich Chopped Ham- 2 oz. Wheat bread-2 slices String Cheese – 1 oz Fresh Fruit ½ cup* Pineapple Juice-½ cup Choc. Milk -8 oz.	Chicken Sandwich Chicken-1.5 oz American Cheese-1 oz. Enriched White Bread- 2 slices Fresh Fruit ½ cup* Baby carrots ½ cup* Granola bar 1 oz 2% Milk – 8 oz	Sub Sandwich Turkey- 1 oz Chopped Ham 1 oz American Cheese-1 oz. Sub roll 1 oz. Fresh Fruit ½ cup* Orange Juice – ½ cup* Choc Milk – 8 oz	Bologna & Salami Sand. Hard Salami-1oz Beef Bologna-1oz Enriched White Bread-2 slices String Cheese 1 Oz Grape Juice ½ cup* Fresh Fruit ½ cup* Chocolate Milk 8 oz.

Monday Day 11	Egg Salad Sandwich Eggs 2.5 oz. Enriched White Bread-2 slices Fresh Fruit- ½ cup* Apple Juice – ½ cup* 2% Milk-8 oz.			
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***Fresh fruit must be from a different source than fruit juice. Example: You cannot 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's may not be served at any time during the 11 day cycle.

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
2013 Summer Food Program-Snacks
11-Day Cycle Menu**

Serving Time: Varies by site **Note: All food must be eaten on-site.**

Monday Day 1	Tuesday Day 2	Wednesday Day 3	Thursday Day 4	Friday Day 5
Peanut Butter and Jelly- Uncrustables 2.8 oz* Chocolate Milk 8 oz	Pretzels- 1 oz 100% Apple Juice-¾ cup	Wheat Crackers 1 oz American Cheese 1 oz Orange Juice-¾ cup	String Cheese 1oz 100% Apple Juice- ¾ cup	Animal Crackers .9 oz Chocolate Milk-8oz
Monday Day 6	Tuesday Day 7	Wednesday Day 8	Thursday Day 9	Friday Day 10
Saltine Crackers-1 oz Peanut Butter -1oz 100% Apple Juice ¾ cup	Graham Crackers 1.4 oz Chocolate Milk 8 oz	Pretzels-1oz Grape Juice ¾ cup	Animal Crackers-1oz Chocolate Milk-8oz	Cheese Stick 1 oz Orange Juice ¾ cup
Monday Day 11				
Peanut Butter and Jelly- Uncrustables 2.8 oz* Chocolate Milk 8 oz				

***Uncrustables cannot be graham cracker**

SCHEDULE B - MENUS

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.**

Breakfast menu

Lunch/Supper menu

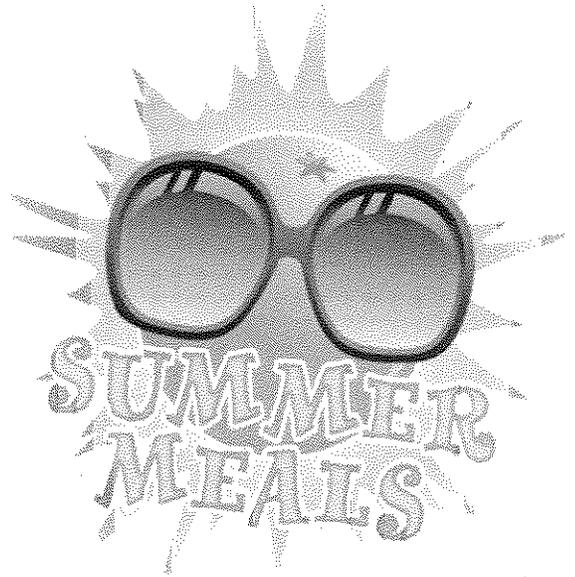
Supplement menu

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

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

² Refer to Grains/Breads Requirements on following pages.

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

⁴ 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.

⁵ 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"> • Breeding Type Coating • Bread Sticks, <i>hard</i> • Chow Mein Noodles • Crackers, <i>saltines, snack</i> • Croutons • Pretzels, <i>hard</i> • Stuffing, <i>dry</i> 	1 serving = 20 g or 0.7 oz
GROUP B	MINIMUM SERVING SIZE FOR GROUP B
<ul style="list-style-type: none"> • Bagels, Biscuits • Batter Type Coating • Breads, <i>white, wheat, whole wheat, French, Italian</i> • Buns, <i>hamburger, hot dog</i> • Crackers, <i>graham (all shapes), animal</i> • Egg Roll Skins • English Muffins • Pita Bread, <i>white, wheat, whole wheat</i> • Pizza Crust • Pretzels, <i>soft</i> • Rolls, <i>white, wheat, whole wheat, potato</i> • Tortillas, <i>wheat, corn</i> • Tortilla Chips, <i>wheat, corn</i> • Taco Shells 	1 serving = 25 g or 0.9 oz
GROUP C	MINIMUM SERVING SIZE FOR GROUP C
<ul style="list-style-type: none"> • Cookies ¹, <i>plain</i> • Cornbread, Corn Muffins • Croissants, Pancakes, Waffles • Pie Crust, <i>dessert, meat/meat alternate</i> • Turnover Crust ² 	1 serving = 31 g or 1.1 oz
GROUP D	MINIMUM SERVING SIZE FOR GROUP D
<ul style="list-style-type: none"> • Doughnuts ², <i>cake, yeast, raised, unfrosted</i> • Granola Bars ², <i>plain</i> • Muffins, <i>all but corn</i> • Sweet Roll • Toaster Pastry ², <i>unfrosted</i> 	1 serving = 50 g or 1.8 oz

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

¹ Allowed only for desserts or snacks.

² 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"> • Lean Meat, Poultry, Fish • Cheese • Eggs • Yogurt • Cooked Dry Beans/Peas • Nut Butters • Nuts 	2 oz 2 oz 1 egg 8 oz $\frac{1}{2}$ 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 (USDC) 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.

**Bidder Responsibility and Bid Responsiveness Criteria
2013 Summer Food Service Program**

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

**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.

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

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://epis.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.

Organization Name

PR/Award (or Application) Number or Project Name

Name and Title of Authorized Representative

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input style="width: 40px; height: 30px; margin-bottom: 5px;" type="checkbox"/> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	2. Status of Federal Action: <input style="width: 40px; height: 30px; margin-bottom: 5px;" type="checkbox"/> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	3. Report Type: <ul style="list-style-type: none"> a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input style="width: 40px; height: 30px; margin-right: 10px;" type="checkbox"/> Prime <input style="width: 40px; height: 30px; margin-right: 10px;" type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet (s))	b. Performing Services (including address if different from No. 10a) (last name, first name, MI): SF-LLL-A, if necessary	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member (s) contacted for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is autherezd by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was place by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 for each such failure.		Signature: _____ Printed Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

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 1st.tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency, making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.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 (item 4) 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 _____

**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

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
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, _____ % of our work force are minorities and _____ % 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.

_____ is the official who will be responsible for implementing
this policy statement.

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

In addition, _____ 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.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise	_____	City-Certified?	Yes	_____	No	_____
Women Business Enterprise	_____	City Certified?	Yes	_____	No	_____
Neither	_____					

(Revised 12/21/09)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer identification number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
Employer identification number																			

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

Sign Here	Signature of U.S. person ▶	Date ▶
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<h3>General Instructions</h3> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <h3>Purpose of Form</h3> <p>A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. 	<p>Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> <p>Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). <p>Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.</p>
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The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

^{*}Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.