

Boys & Girls Club of Truckee Meadows Invitation for Bids

IFB NO: 22-Dairy Products Closing Date/Time: October 22, 2021, 5:00 pm PST

SUBJECT: Dairy Products Opening Date/Time: October 25, 2021, 10:00 am PST

Boys & Girls Club of Truckee Meadows (Agency) is seeking bids for Dairy Products which include, but are not limited to, milk, butter, yogurt, buttermilk, etc. to be used within all agency locations in Washoe County, Lyon County and Humboldt County.

TO PROVIDE for the requirements outlined in this IFB contract commencing on the date of award and continuing for one (1) year, with the option of three (3) additional one-year periods.

PRE-BID CONFERENCE: A pre-bid conference shall take place on Tuesday, August 3, 2021, at 2:00 pm PST via a ZOOM online meeting link that will be shared with prospective bidders and a link will be placed on our website (<https://bgctm.org/services/food-program/>). *Please contact BGCTM Director of Business Operations Steve George at sgeorge@bgctm.org to request an invitation to the ZOOM meeting.*

Sealed bids shall be submitted to:

Boys & Girls Club of Truckee Meadows
Attn.: Steve George
2680 E. Ninth Street
Reno, NV 89512

NO LATER than 5:00 pm, October 22, 2021

Mark Envelope, **IFB NO: 22-Dairy Products**

ALL BIDS MUST BE RECEIVED IN THE EXECUTIVE BOARD ROOM BEFORE THE TIME INDICATED ABOVE. THE OFFICIAL TIME SHALL BE DETERMINED BY THE CLOCK IN THE EXECUTIVE BOARD ROOM.

Boys & Girls Club of Truckee Meadows appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline shall not be considered for the award of a contract. Bid opening is scheduled to be held in the agency's Executive Boardroom at the above address and time. A ZOOM online meeting link will be shared with prospective bidders, and a link placed on our website (<https://bgctm.org/services/food-program/>).

LATE BIDS: Bids received in the Agency's Purchasing Department after submission deadline shall be returned unopened and shall be considered void and unacceptable. The official time shall be determined by the clock in the Purchasing Office. The Agency is not responsible for lateness of mail, carrier, etc.

Any questions concerning this IFB and specifications should be directed to BGCTM Director of Business Operations Steve George at (775) 360-2442, or by e-mail to sgeorge@bgctm.org.

FUNDING: Funding is available through the fiscal year. Renewals are subject to appropriations received. Performance of this contract beyond that date is contingent upon the availability of funds "from" which payment for contract purposes can be made. No legal liability on the part of the Agency for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance and until the Contractor receives notice of availability.

IT IS UNDERSTOOD that the Agency reserves the right to accept or reject any and/or all bids for any or all equipment/supplies/services covered in this solicitation and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of the Agency

ALTERING OF BIDS: Bids cannot be altered or amended after submission deadline. Any Interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BIDS: A bid may not be withdrawn or canceled by the bidder for a period of ninety (60) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: The Agency is by statute exempt from the State Sales Tax and Federal Excise Tax, therefore, the bid price shall not include taxes.

ADMENDMENT: Any interpretations, corrections, or changes to the Invitation for Bid and specifications shall be made by issuance of written addenda. Sole issuing authority of addenda shall be vested in the Agency's Director of Business Operations. Addenda will be available on the Agency website (www.bgctm.org) or upon written request mailed (or e-mailed) to any prospective bidder. All responding bidders shall acquire any and all addenda; therefore, failure to acquire bid addenda shall not be grounds for a protest or bid review.

ETHICS: Bidder shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Agency.

BIDDERS MUST COMPLY with all federal, state, county, and local laws. All services must be in compliance with federal, state, county, and local laws.

BIDDER SHALL PROVIDE: With this bid response, all documentation required by this IFB. Failure to provide this information may result in rejection of bid.

BID AWARD: Although it is anticipated there will be a sole award, the Agency reserves the right to award, as result of the bid, multiple contracts. If such were to occur, no more than three contracts would be awarded a primary, secondary, and a tertiary supplier. Only these selected suppliers will be afforded the opportunity to bid on any major procurements of a like nature, should the need arise. Any firm submitting a bid on this procurement will be advised as to any award(s) made.

PROTEST OF AWARD: If a bidder wishes to protest and appeal the award, the bidder must file a written notice of protestation with the Director of Business Operations listed on this solicitation within ten days of the Notification of Award being mailed (or e-mailed).

Then:

- The Director of Business Operations will notify the Awardee of the protest and review the Protestor's and the Awardee's solicitation documents within three (3) days of receipt of the protest to determine the merit of the protest/appeal.
- Upon making a determination on the protest, the Director of Business Operations will respond in writing to the Protester as to the findings within two (2) days of their determination.
 - i. If found in favor of the Protester, the award will be voided, the Awardee notified, and a new solicitation request or invitation will be issued.
 - ii. If the Award is upheld, then the Protester has five (5) days to appeal in writing to the Boys & Girls Club of Truckee Meadows President/Chief Executive Officer (or designee). After five (5) days the Awardee will be notified and the contract reinstated.
- The President/Chief Executive Officer (or designee) will review the Director of Business Operations determination within three (3) days of receipt of the appeal to determine the merit of the protest/appeal.
- Upon a decision, the Director of Business Operations will respond in writing to the Protester as to their findings within two (2) days. This decision is final and binding upon all parties.
 - i. If found in favor of the Protester, the award will be voided, the Awardee notified, and a new solicitation request or invitation will be issued.
 - ii. If the Award is upheld, the Awardee will be notified and the contract reinstated.

REFERENCES: Boys & Girls Club of Truckee Meadows requires bidders to supply, with this IFB, a list of at least three (3) local references where similar dairy products have been provided by their firm. Include therein name of firm, address, e-mail address, telephone number and name of representative.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this Invitation for Bid shall be considered for award. Bidders taking exception to the specifications, terms, and conditions, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the resultant contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. Comments not under the Exception heading will not be considered other than "for information only," and are not binding on either party or as a part of the agreement. The Agency reserves the right to accept any and/or none of the exceptions/substitutions as deemed to be in the best interest of the Agency.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and minimum quality desired. Bids on items of like quality shall be considered. The burden of proof remains with the bidder, for all bids on components other than as specified. This shall be accomplished by providing sufficient documentation and/or sample components with bid submitted. This will permit timely evaluation by the agency on all submittals received. Where shown as "or an approved equal," the final determination (**approval**) remains with the Agency.

DELIVERY: FOB destination, inside delivery, specified agency location, full freight provided for in cost of food.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with the United States Copeland Act, 18 U.S. C.874.

REMEDIES: The Supplier and the Agency agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This contract shall be governed and construed according to the laws of the State of Nevada. This contract is performable within Washoe County, Lyon County, and Humboldt County.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed performance schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award

The Agency may request representation and other information sufficient to determine bidder's ability to meet these minimum standards.

CONTRACT: THIS BID, WHEN PROPERLY ACCEPTED, AWARDED BY THE AGENCY, AND WITH THE AGENCY'S TERMS AND CONDITIONS SIGNED, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE CONTRACTOR AND THE AGENCY. A BILATERAL CONTRACT MAY BE ISSUED AS A MATTER OF FORM, BUT THE TERMS AND SUBMITTALS THE CONTRACTOR AGREES TO IN THE SUBMISSION OF THIS BID SHALL TAKE PRECEDENCE. NO DIFFERENTIAL OR ADDITIONAL TERMS WILL BECOME PART OF THIS CONTRACT WITHOUT A WRITTEN MODIFICATION, TITLED "AMENDMENT," AGREED TO BY BOTH PARTIES.

CHANGE ORDER: No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specification stated in any resultant contract. Modifications to the scope of the contract shall be made in writing, and approval for such a change made in writing by the Director of Business Operations. A request for change is subject to intensive review, and a change order granted only if it is determined by the Agency to be caused by an omission or change originating from the Agency's actions or decisions. The Agency reserves the right to reject any or all requests for change if in the best interest of the Agency.

SUCCESSFUL CONTRACTOR SHALL: DEFEND, INDEMNIFY, AND SAVE HARMLESS THE AGENCY, ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR OTHER CLAIMS OF ANY CHARACTER, NAME, AND DESCRIPTION BROUGHT FOR, OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SUCCESSFUL CONTRACTOR, OR THEIR AGENTS, IN THE PERFORMANCE OF ANY CONTRACT WHICH MAY RESULT FROM THE BID AWARD. CONTRACTOR SHALL PAY ANY JUDGMENT COST WHICH MAY BE OBTAINED AGAINST THE AGENCY GROWING OUT OF SUCH INJURY OR DAMAGES.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the "best commercial/professional practices" are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

NOTICE: Any notice provided by the bid or resultant contract (**or as required by law**) to be given to the Contractor by the Agency shall be conclusively deemed to have been given and received on the next day after such notice has been deposited in the mail in Reno, Nevada by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

CONTRACT ADMINISTRATOR: Under this contract, the Agency may appoint, in writing, a Contract Administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection, and delivery. The Contract Administrator will serve as liaison between the Agency and the Contractor.

TESTING: Can opening and food testing may be performed at the request of the Agency, by an agent so designated, without expense to the Agency.

TERMINATION FOR CONVENIENCE: The Director of Business Operations, by written notice, may terminate this contract in whole or in part, when it is in the Agency's best interest. If this contract is terminated, the Agency shall be liable only for payment of performance elements accepted before the effective date of the termination notice.

TERMINATION FOR DEFAULT: The Agency reserves the right to enforce the performance of this contract in any manner prescribed by law, or deemed to be in the best interest of the Agency in the breach or default of this contract. The Agency reserves the right to terminate this contract immediately in the event the Contractor fails to: 1) meet delivery or completion schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the Agency to award to another contractor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting contractor.

PURCHASE ORDER: A written purchase order(s) shall be issued by the Agency to the Contractor. The purchase order number must appear on all itemized invoices and packing slips. Agency will not be held responsible for any written orders placed/delivered without a valid purchase order number.

STATEMENTS: All billing statements will cover the first day of each month and end on the last day of the same month. Billing statements that begin or terminate in the middle weeks of the month will not be acceptable. It is strongly recommended that Proof of Delivery (POD) be included and made available to resolve any discrepancies.

PACKING SLIPS: Suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of the Contractor; (b) name and address of receiving department and/or delivery location; (c) Agency's purchase order number; and (d) descriptive information as to the items delivered, to include serial number quantity, number of containers, etc.

PRICING: Prices cannot be altered or amended during the first contract year. After the first contract year, pricing can be altered upon the mutual agreement of both parties. Price change requests need to be submitted to the Director of Business Operations at least three (3) months in advance before the

pricing is to take effect. When the new pricing is mutually agreed upon by both parties, it cannot be altered for any reason until the next contract year. Pricing on fresh fruits and vegetables must include percentage of mark-up.

PAYMENT: Shall be made upon receipt and acceptance by the Agency of all equipment/supplies/services completed and the receipt of a valid, signed Proof of Delivery (POD) & invoice. Contractor is required to pay any Subcontractors within ten (10) days of receipt of payment from the Agency. Boys & Girls Club of Truckee Meadows reserves the right to challenge and/or reject an invoice or request for payment if the documentation of services provided (proof of delivery of service) is not satisfactory to determining proof of service. Boys & Girls Club of Truckee Meadows's authorized representative will notify the supplier of such challenge and/or rejection giving the reason(s). The right to reject an invoice shall extend throughout the term of this contract, and for ninety (90) days after the supplier submits the final invoice for payment.

WARRANTY: Contractor shall warrant that the items shall conform to the specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.

IF DURING: The life of the contract, the Contractor offers all other customers pricing for the item(s) included herein below the contract price, it is understood and agreed that the benefits of such reduction shall be extended to the Agency.

ASSIGNMENT: The Contractor shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of the Agency's Director of Business Operations.

ORDERING:

- (A) Any services to be furnished under this contract shall be ordered by the issuance of an individual written order, for a specific activity. Reporting location shall appear on each order. Notification of requirement shall be made by fax or telephone.
- (B) Period of performance shall be established with each individual issued written order. Also note the specifications/special conditions.
- (c) All issued orders shall be subject to the terms and conditions of this contract. In the event conflict between an issued order and this contract, the contract shall prevail.

PATENTS/COPYRIGHTS: The Contractor agrees to protect the Agency from claims involving infringements of any patents or copy rights.

FORCE MAJEURE: Contractor shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to; fires; strikes; explosions; governmental regulations; court orders or decrees; or acts of nature, such as floods, wind, earthquakes, tornadoes, or hurricane. If the Contractor is unable to perform any of its obligations as a result of Force Majeure, Contractor shall immediately give written notice to the Agency of the date of inception of the Force Majeure condition and the extent to which it will affect performance.

OPTION TO EXTEND THE TERM OF CONTRACT:

- (A) The Agency may extend the term of this Contract by written notice to the Contractor within thirty (30) days of expiration.
- (B) If the Agency exercises this option, the extended contract shall be considered to include this option provision.
- (C) The total duration of this contract, including the exercise of any options under this provision, shall not exceed four (4) years.

CUSTOMER SERVICE TEST: The bidder who is awarded the contract must allocate a local representative with action authority to resolve any customer satisfaction issues promptly. In the event of dissatisfaction of products or services, the representative will meet with the Kitchen Manager/or the Director of Business Operations on a quarterly basis until issues are resolved.

REQUIRED INSURANCE: The successful bidder shall be required to demonstrate adequacy (as required by the State of Nevada for this type of business) of insurance in umbrella form, inclusive of, as a minimum:

- | | |
|--|------------------|
| • General Liability; General Aggregate | \$1,000,000.00 |
| • Workers' Compensation | Statutory limits |
| • Employers' Insurance: | |
| o Each accident | \$100,000.00 |
| o Disease policy limit | \$500,00.00 |
| o Disease: each employee | \$100,00.00 |

A certificate of insurance showing the Agency as a certificate holder shall be required prior to any work commencing at any Agency location. A 30-day cancellation provision is required

ORDER OF PRECEDENCE:

Any inconsistency in this solicitation or contract shall be resolved in giving precedence in the following order.

- The Bid Schedule (excluding specifications).
- Contract Provisions.
- Other documents, exhibits, and attachments.
- Specifications.

**Boys & Girls Club of Truckee Meadows
Specification/Special Conditions
Dairy Products Requirements**

1. Deliver all items ordered to designated locations in a timely manner. The normal delivery schedule to all locations is 7:30 am to 10:30 pm, or 1:00 pm to 3:00 pm, Mondays through Fridays. Lunch hours at sites must be avoided for deliveries, 11:00 am to 1:00 pm. Deliveries schedules may be adjusted, as agreed upon by both parties to this agreement. Washoe County kitchens require the ability to pick-up any Will Call items at the contractor's facility within 24 hours of order being placed, or to ask for select items to be delivered to a site within 24-hours, if necessary.
2. Provide items as requested/specified in this IFB.
3. Contractor must submit two (2) most current health inspections with this Bid.
4. Any name brand changes, other than those listed on the Bid, must be done in writing to the Kitchen Manager prior to delivery of such items.
5. Damaged or spoiled goods must be replaced within 24 hours.
6. Food recalls must be immediately reported to the Agency via email and phone to the Kitchen Manager.

The successful bidder is required to obtain or have any and all permits and licenses required by federal, state, and local governing agencies for providing grocery products.

SECTION A
Procurement Objective & Intent

This document contains an invitation for vendors and/or contractors supplying goods to bid on dairy-related food items to be served to participants in the Child and Adult Care Food Program (CACFP) authorized by Section 13 of the National School Lunch Act, and operated under Part 226 of the United States Department of Agriculture (USDA) regulations. This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, it shall constitute the contract between the bidder and the contracting institution. The awarded bidder(s) must adhere to the specifications listed herein.

**Acknowledgment of Summer Food Service Program
Inclusion SECTION A-2**

☒ **YES** - This solicitation and document will contain an Invitation for Bid to Vendors and/or Contractors supplying dairy-related goods for meals to be prepared and served to participants in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch Act, and operated under Part 225 of the Department of Agriculture (USDA) Regulations, this document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, it shall constitute the contract between the bidder and the contracting institution named below.

☐ **NO** - None of the food, milk, or non-food items solicited in this document will be prepared and served to participants in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch Act, and operated under Part 225 of the U.S. Department of Agriculture (USDA) regulations, this document set forth the terms and conditions applicable to the proposed procurement, upon acceptance it shall constitute the contract between the bidder and the contracting institution named below.

Both the contracting institution and the bidder shall execute this Acknowledgement that SFSP meals are included.

Name of Contracting Institution	Name of Vendor
Boys & Girls Club of Truckee Meadows	

Note: Accepting a Bidder's offer does not constitute award of the contract.

END OF SECTION A

SECTION B
General Instructions to Bidders

BID SUBMITTAL REQUIREMENTS

1. Bids must be submitted in accordance to 7 Code of Federal Regulation (CFR) 226, 7 CFR 210.6, and 2 CFR Part 200.318-326. Bidders are expected to examine carefully the specifications, delivery schedules, attachments, terms and conditions of this Invitation for Bid. Failure to do so will be at the bidder's risk.
2. The bid must be securely sealed in a suitable envelope, addressed to the office issuing the Invitation for Bid and marked on the outside with the following information:
 - a. Company Name
 - b. Bidder's Name
 - c. Company Address
 - d. Bidder's Phone Number
 - e. Bid Issue Number
3. Bids must be submitted in **TRIPLICATE** with one copy marked "**ORIGINAL**" by the bid deadline date, time, and location as stated in Section C – Part B. The delivery date of the bid will be used to determine if the bid was submitted timely. Late bids will not be accepted. Bids submitted via facsimile and/or email will not be accepted.
4. If accepted, this Invitation For Bid (IFB) will become the contract, one copy of the contract will be forwarded to the successful bidder with the notice of award, and the remaining copies will remain at the contracting institution and the State Agency reviewing the bid.
5. There will be no changes in the specifications or general conditions that will cause a material change to the IFB. Prior to submission, the bidder must "cross-out" with a **SINGLE LINE** of any written mistakes and initial on all copies. Failure to do so may result in rejection of the bid.
6. **Explanation of Bidders:** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bid specifications, etc. must be requested in writing before the bid closing date and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before contract award will not be binding. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of 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 uniformed bidders.
7. **Acknowledgement of Amendments to IFBs:** The Contracting Institution must acknowledge receipt of an amendment to an IFB by a bidder signing and returning the Amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.

8. **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.
9. **Errors in Bids:** Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.
10. **Time for Receiving Bids:** Sealed bids shall be deposited at the Contracting Institution's address 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.
11. **Bid Withdrawal:** Bidders wishing to withdraw a previously submitted bid must do so in writing prior to the bid opening date. The withdrawal should be addressed to the contact person listed in Section C – Part A of this IFB.

AWARD NOTIFICATION

1. The contract will be awarded to the responsible bidder whose bid conforms to the specifications of the IFB.
2. All non-responsive bids will be rejected.
3. The Contracting Institution reserves the right to reject any or all bids for sound business practices and to waive informalities and minor irregularities in bids received.
4. The Contracting Institution reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not in a position to perform to contract.
5. The award of the contract will be made as indicated below:
 - ☐ At Bid Opening
 - ☒ Upon the approval or ratification by officials of the contracting institution

SECTION B
Contract Term

The supplier agrees to deliver dairy-related products ordered to the locations as set out in Attachment 1 and must be subjected to the terms and conditions of this solicitation.

All dairy-related products ordered (if applicable) must meet or exceed USDA requirements.

The supplier shall furnish dairy-related products as ordered by the Contracting Institution during

January 1, 2022 TO December 31, 2022
*Date Begin *Date End

This contract may be renewed for three renewal periods (may not exceed 4 renewals and automatic renewals are prohibited).

Contract Adjustments

☐ The prices submitted by this bid in response to this original solicitation will not change.

☒ Price adjustments for each renewal period will increase or decrease*:

By no more than 5% as agreed upon by both parties (increase or decrease)

*Selecting this option must be confirmed in writing and based on either of the following factors: environmental, consumer price index (CPI) change, budget restrictions, etc.

☒ Contract can be modified to acquire additional goods or increase quantities*:

Cost of additional goods will be increased by no more than 5% of estimated value of the contract, as agreed upon by both parties.

*Selecting this option must be confirmed in writing and based on new food purchases needed on an ongoing basis.

*Recommended increase in additional cost of goods should not exceed 10% of estimated value of the contract.

*If the additional cost of goods exceeds the above specified limit, separate applicable procurement procedure must be conducted.

***Contracting Institution must insert the information as areas noted.**

END OF SECTION B

SECTION C
Bidder and Contracting Institution Information

A. Contracting Institution Information

<i>Organization's Name</i>		<i>Contact Person/Title</i>	<i>Phone Number</i>
Boys & Girls Club of Truckee Meadows		Mike Wurm Chief Executive Officer	(775) 360-2443
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
2680 E. Ninth Street	Reno	NV	89512

B. Bid Submission & Opening

<i>Bid Submission Deadline Date</i>	<i>Deadline Time</i>	<i>Bid Issue Number</i>	<i>Bid Opening Date</i>	<i>Bid Opening Time</i>
October 22, 2021	5:00 pm PST	22-Dairy Products	October 25, 2021	10:00 am PST
<i>Street Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i>
2680 E. Ninth Street		Reno	NV	89512

Part C to be completed by Bidder only

C. Bidder Information

<i>Organization's Name</i>	<i>Contact Person</i>	<i>Phone Number</i>	
<i>Street Address</i>		<i>City</i>	<i>State</i> <i>Zip Code</i>
<i>Signature (In Ink)</i>		<i>Name (Print or Type)</i>	<i>Title</i> <i>Date</i>

SECTION C
Bid Evaluation
(PART I)

Bidders are asked to submit prices in accordance with the dairy-related product list of items meeting the contract specifications.

I. **Evaluation of Bids** will be performed as follows (the Contracting Institution should indicate which evaluation method will be used to award.):

☒ **Bottom Line** – Determine the grand total bid for each bidder by totaling the bids for all dairy-related products ordered. Calculations must be verified.

☐ **Line Item** – Determine the lowest bid by line item. Calculations must be verified.

II. Pricing shall be on the dairy-related product list provided to bidder by Contracting Institution. All bidders must submit bids on the same product list provided by the Contracting Institution. Deviation from this shall be permitted only upon authorization of the Contracting Institution. Bid price must include the price of the dairy-related items. The unit prices of each item which the Bidder agrees to furnish must be written in ink or typed in the blank space provided.

Contractor will be paid at the 100% cost rate during the payment period specified by bottom line or line item. See Section C.I. above. The Contracting Institution must indicate in Section D(4) Method of Payment.

SECTION C

Bid Evaluation (PART II)

Bidders will be evaluated on the following factors. The Contracting Institution will indicate what additional information for each letter will be used in the evaluation process. Bidders that do not meet the criteria below may be rejected as non-responsive and will not be considered for award.

A. FINANCIAL CAPABILITY

Financial capability to perform a contract of the scope required by attesting that the bidder is not debarred or suspended (See Mandatory Form A) and by:

- ☒ Providing a financial statement or audit that demonstrates financial viability
- ☐ Providing a notarized statement affirming that the bidder has not filed bankruptcy in the last 5-10 years.

B. ADEQUACY OF FACILITIES

Adequacy of facilities for food and vendors of bulk cooked food items, with approved license certifications that all facilities meet all applicable state and local health, safety, and sanitation standards by submitting the health and safety permit for facilities/warehouses where products originate.

C. PERFORMANCE

- I. Previous experience of the bidder in performing actions similar in nature and scope by:
Submitting three references (*contracting institution inserts number no less than 2) from previous/current customers. Please provide on a separate page contact names, address, and contract information.
- II. Confirming transportation capability by agreeing to deliver to sites listed (per Schedule A – Site information list). Contracting institution may require supplier to document sanitation and proper packaging and/or documenting temperature control during transport.

Food Orders: The contracting institution will order milk and other dairy products on: Washoe County, Fridays; Lyon County (Fernley), Tuesdays; Winnemucca, Wednesdays or Thursdays (**insert day) of the week preceding the week of delivery. The contracting institution reserves the right to increase or decrease the amount of food ordered on a 24 (**contracting institution inserts appropriate number) hour notice or less if mutually agreed upon the parties of this contract.

Delivery Change Procedures: Orders will be delivered on a weekly basis in accordance with the weekly product listing provided by the Center's indicated in Schedule A – Site Delivery List.

Non-Compliance: The Contracting Institution reserves the right to inspect and determine the quality of food delivered, and reject any products which do not comply with the requirements and specifications of the contract. The Contractor will not be paid for unauthorized products delivered. Products will be rejected if they do not comply with specifications. The Contracting Institution or inspecting agency shall notify the contractor and return products rejected and the reasons for rejection.

Packaging: Products shall be delivered according to the items indicated on the individual Center product listing with appropriate dairy-related items.

A) Food Transport

Dairy-related products are to be stored and transported in accordance with state and local health standards.

B) Food Specifications

All dairy-related items on the product list must meet the food specifications and quality standards.

Milk and milk products are defined as "...pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim milk, or cultured milk. All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and be consistent with state and local standards for such milk." Milk delivered hereunder shall confirm to these specifications.

**Bid Specifications and Bidding
Sheet**

The Contracting Institution shall include instructions and a product list for pricing of dairy-related items. An area should be designated brand name equivalent items.

Bid Acceptance

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Invitation for Bid, including but not limited to, certification requirement.

Contract Number	Bidder Name	
Bidder Signature	Title	Date (MM/DD/YY)

END OF SECTION C

SECTION D
General Terms and Conditions

1. DELIVERY REQUIREMENTS

- A. Delivery shall be made by the supplier to each contracting institution site(s) in accordance with the specifications listed in Attachment 1 – Site Information list.

Deliveries will be made (contracting institution must circle one): Bi-weekly
weekly. monthly unloaded, and placed in the designated site by the suppliers' personnel at the specified location(s).

- B. The contractor shall be responsible for delivery of all dairy-related products. Adequate refrigeration shall be provided in clean vehicles during delivery of all dairy-related products to ensure the wholesomeness of products at delivery in accordance with state and local health codes.
- C. The contracting institution reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Attachment 1. The contracting institution shall notify the supplier by providing an amendment to Attachment 1, or all site(s) which are approved, cancelled, or terminated subsequent to acceptance of this contract. Such an amendment shall be provided within 30 business days (contracting institution insert number of days).

2. SUPERVISION AND INSPECTION

The supplier shall maintain quality control inspections to check for quality of products, appearance, and packaging.

3. RECORDKEEPING REQUIREMENTS

The contracting institution is required to meet all federally-funded program and state agency reporting requirements. Therefore, the following recordkeeping documents must be maintained.

- A. Invoices must be prepared by the supplier and provided to the contracting institution individual site(s) on a monthly basis.
- B. Invoices must show itemized products and quantity ordered, as well as unit cost for every item reflected on the invoice. Contracting Institution site(s) and/or designee(s) of the institution site(s) shall check adequacy of delivery before signing the delivery ticket. Invoices shall be accepted by the site(s) only if signed by the institution's designee at the site. Time of delivery should be noted on the delivery ticket.
- C. The supplier 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 contracting institution shall provide, upon request, to representatives of the Nevada Department of Agriculture, U.S. Department of Agriculture, and/or comptroller General of the United States sufficient access to books, documents, papers, and records to determine contract compliance.

- E. All contracting institution books and records must be retained for a period of three years plus the current fiscal year of the date of submission of the final claim for reimbursement, the date that the final payment is made under the contract, or contract conclusion, or longer if the following apply, until resolution of any contract disputes, investigation and/or review findings, or audit by representatives of the Nevada Department of Agriculture, the U.S. Department of Agriculture, the Institution and the comptroller general of the United States if matters are pending beyond the normal Federal record retention period.
- F. For renewal contracts, records of the initial procurement must be maintained for a three-year period or throughout the term of the contract, whichever is longer.

4. METHOD OF PAYMENT

The supplier shall submit its itemized invoices to the contracting institution (*contracting institution must circle one): Bi-weekly, weekly, monthly in compliance with 7 CFR Section 226.13 of the Child and Adult Care Food Program (CACFP) regulations. The supplier shall be paid by the contracting institution for all dairy-related products delivered in accordance with this contract and CACFP regulations. However, neither the USDA nor the State Agency assumes any liability for payment of differences between the supplier and the contracting institution that are eligible for reimbursement.

5. INSPECTION OF FACILITY

- A. The contracting institution, the Nevada Department of Agriculture, and USDA reserve the right to inspect the supplier's facilities without notice at any time during the contract period.
- B. The suppliers' facilities shall be subject to periodic inspections by state and local health departments, or any other agency designated to inspect the condition and quality of food and/or milk provided for the state. This will be accomplished in accordance with USDA regulations.
- C. The suppliers' facilities and delivery vehicles must be inspected by local health departments, or the like, to determine that supplier meets all Food and Drug Administration (FDA) and USDA guidelines for health and safety. Supplier will notify the contracting institution in writing, according to governing regulations, or within (10) business days, whichever is less, of a determination that it has failed to maintain a satisfactory status with its governing authorities.

6. AVAILABILITY OF FUNDS

The contracting institution reserves the right to cancel this contract if federal funding to support the CACFP is withdrawn. It is further understood that, in the event of cancellation of the contract, the contracting institution shall be responsible for products that have already been assembled and delivered in accordance with this contract.

7. EMERGENCIES

- A. In the event of unforeseen emergency circumstances, the supplier shall immediately notify the contracting institution of the following:
 - 1. The impossibility of scheduled delivery;
 - 2. Shortage or unavailable contract item(s);
 - 3. The circumstance(s) precluding delivery; and

4. A statement whether or not succeeding deliveries will be affected
- B. No payment shall be made for products not received that were included on the contracting institution site(s) product listing order form.

8. TERMINATION

The Sponsor reserves the right to terminate this contract for cause or convenience if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, with up to 45 days written notification (insert number of days, not to exceed 60 days) of specific instances of noncompliance.

The Sponsor shall have the right, upon such written notice, to immediately terminate the contract for cause or convenience and supplier or surety company, if applicable, shall be liable for any damages incurred by the Sponsor. Prior to termination, the Sponsor shall contact the state agency concerning procedures for conducting a re-procurement action.

The Sponsor, may, by written notice to the supplier, terminate the right of the supplier to proceed under this contract for cause or convenience with up to 45 days notification (insert number of days, not to exceed 60 days) if it is found by the Sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the supplier to any officer or employee 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 in issue and may be reviewed in any competent court.

In the event this contract is terminated by cause or convenience as provided in paragraph (b) hereof, the Sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the cost incurred by the supplier in providing any such gratuities to any such officer or employee.

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.

9. BREACH OF CONTRACT

In the event of a breach of contract by either party, either party may take administrative, contractual, and/or legal remedies. The following remedies, procedures, and timeframes will be followed (Contracting Institution should provide specific breaches and actions that will be taken for breach of contract. Add and refer to additional pages, or an attachment if needed).

10. SUBCONTRACTORS AND ASSIGNMENTS

The supplier shall not subcontract for dairy-related products; and shall not assign, without the advance written consent of the contracting institution, this contract or any interest therein.

11. BUY AMERICAN PROVISION

The supplier shall comply with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 that requires institutions participating in child nutrition programs to the maximum extent practicable, purchase domestic commodities or products for use in meals. The legislation defines "domestic commodity or product" as one wherein over 51 percent of the final processed product consists of agricultural commodities that were grown in the United States.

12. ENERGY POLICY and CONSERVATION ACT

The supplier shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of Nevada's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6322).

13. MISCELLANEOUS CIRCUMSTANCES

The contracting institution must disclose if any special circumstances, or uncommon business practices are likely to impact or cause any possible fluctuations purchasing patterns. Disclosures must be made on bid specification sheet.

END OF SECTION D

SECTION E

General USDA Provisions

Read the following provisions and determine if each applies to this contract. Check whether each is or is not applicable to the contract.

The Contracting Institution is a public institution with a contract in excess of \$10,000 or is a non-profit institution.

- ☒ The following condition does apply
- ☐ The following condition does not apply

EXECUTIVE ORDER 11246, EQUAL EMPLOYMENT OPPORTUNITY

"The food supplier shall comply with Executive Order 11246, as amended by Executive Order 11375 (October 13, 1967 and Department of Labor Regulations (41 CFR Part 60)

The following condition results when the contract is in excess of \$100,000.

- ☒ The following condition does apply
- ☐ The following condition does not apply

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Suppliers agree to comply with the certification and reporting requirements of 2 CFR Part 200 attached copy which is part of this contract.

The following condition results when a supplier or subcontract exceeds \$100,000

- ☒ The following condition does apply
- ☐ The following condition does not apply

CLEAN AIR AND WATER

The supplier shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. Section 1857), or the Federal Water Pollution Control Act (33 U.S.C. Section 1319), as amended, Executive Order 11738 and Environmental Protection Agency regulations.

The following condition results when a contract is expected to equal or exceed \$100,000

- ☒ The following condition does apply
- ☐ The following condition does not apply

BUY AMERICAN PROVISION

This applies to contracts involving food acquisitions using nonprofit food service account funds and the use, or processing, of substitutable USDA donated foods. Contracts must contain provisions meeting the requirements of the "Buy-American Provisions" per 49 CFR Part 661, required for contracts inclusive of the National School Lunch Program.

The following condition results when a contract is expected to equal or exceed \$100,000

- ☒ The following condition does apply
- ☐ The following condition does not apply

USDA DATA RIGHTS

USDA Rights in *Data, Reporting Discoveries and Inventions and Copyrights* Rights to inventions made under a contract or agreement under 37 CFR 401.2(a). Applies to research, developmental (such as a new food product or software), experimental or demonstration work contracts.

- ☐ The following condition does apply
- ☒ The following condition does not apply

END OF SECTION E

DEBARMENT CERTIFICATION – MANDATORY FORM A

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

1. By signing and submitting this certification, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or State Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or State Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Boys & Girls Club of Truckee Meadows

Organization Name

22-Dairy Products

PR/Award Number or Project Name

Mike Wurm, President/Chief Executive Officer

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

STANDARD CODES OF CONDUCT CERTIFICATION – MANDATORY FORM B

According to 2 CFR Part 200.318 regulations, institutions must maintain a written code of standards of conduct.

- A. Representatives in the award and administration of contracts supported by Program payments.
- B. No representative of the Contracting Institution or Vendor can participate in the selection, award or administration of this contract, which is supported by Federal funds, if and when a conflict of interest (real or apparent) is involved.
- C. A conflict would occur when:
 - 1. The employee, officer or agent;
 - 2. Any member of his/her immediate family;
 - 3. His or her partner; or
 - 4. An organization, which employs or will employ any of the above, has a financial or other interest in the vendor that has been selected.
- D. The Contracting Institution's representatives can and will not solicit nor accept gratuities, favors or any monetary incentive from Contractors or suppliers, possible contractors, suppliers or parties to sub agreements.
- E. Written Code of Conduct outlines the standards set for determining when financial interest is not substantial and when an unsolicited gift item is of nominal value and may be accepted.
- F. The code also provides for disciplinary actions to be applied in the event the standards are violated.

Contracting Institution Name: <i>Boys & Girls Club of Truckee Meadows</i>	
Name(s) and Title(s) of Authorized Representative(s): (Print or Type)	Signature(s) of Authorized Representative(s):
Mike Wurm, Chief Executive Officer	
Date (MM/DD/YY)	Date (MM/DD/YY)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION – MANDATORY FORM C

Both the Contracting Institution and the Bidder shall execute this Certificate of Independent Price Determination.

Name of Contracting Institution Boys & Girls Club of Truckee Meadows	Name of Supplier
--	-------------------------

A. By submission of this offer, the Bidder certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this Invitation for Bid:

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

B. Each person signing this offer on behalf of the supplier certifies that:

- 1) He or she is the person in the vendor's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A. 1) through A. 3) above; or
- 2) He or she is not the person in the vendor's organization responsible within the organization for the decision as to the prices being offered herein, but that he or 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. 1) through A. 3) above, and as their agent, does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A. (1) through A. (3) above.

<i>Signature of Bidder's Authorized Representative</i>	<i>Title</i>	<i>Date (MM/DD/YY)</i>

In accepting this offer, the Contracting Institution certifies that their officers, employees, or agents have not taken any action, which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Contracting Institution Representative	Title Chief Executive Officer	Date (MM/DD/YY)

Note: Accepting a Bidder's offer does not constitute award of the contract.

ATTACHMENT 1 – SITE INFORMATION LIST

Bidder's: please follow instructions for completion of Schedule A: Site Information List

- 1) Enter contracting institution's name in the upper left corner and complete all header information.
- 2) Use correct street address for all sites listed.
- 3) Under columns (1) and (2), enter the beginning and ending dates for food delivery at each site.
- 4) Under column (3), enter the total number of days deliveries are made at each site.
- 5) Enter in column (5) beside the appropriate meal type, the average number of each type of meal that is estimated to be served each day at the site. For example, if a site plans to serve 20,000 lunches for 320 days, then the average is 62.5 (20,000 / 320). Do not insert the maximum number that will be served on a particular day.
- 6) Enter in column (6) the delivery time(s)*.

**Since Schedule A must be completed well in advance of the application deadline, it is recognized that changes will occur in the date by the time the program begins. However, be as accurate as possible since the data is used by the Bidder to arrive at the bid prices. The bidder awarded the contract will accept changes after the bid opening.*

- 7) **BIDDER MUST ADD INITIALS** to the right of "INT:" for each site listed, to affirm that delivery can be made as requested based on information provided in Schedule A.

Schedule A: Site Information List

Contracting Institution's Name Boys & Girls Club of Truckee Meadows				Contact Person Mike Wurm		Phone Number 775-360-2443	
Street Address 2680 E. Ninth Street				City Reno	State NV	Zip Code 89512	
SITE Name/Address/Phone/Contact Person	Begin Date (1)	End Date (2)	Total Days of Operation (3)	Meal Type (4)	Average Meals/Day (5)	Delivery Time (6)	
Donald W. Reynolds	1/1/22	12/31/22	250	Breakfast	500	Tuesdays, 7:30 am-10:30 am Summer months, Friday, too.	
2680 E. Ninth Street				AM Supplement/Snack			
Reno, NV 89512				Lunch	900		
Stewart Mundy				PM Supplement/Snack			
(775) 360-2404 INT:				Supper	750		
SITE Name/Address/Phone/Contact Person	Begin Date (1)	End Date (2)	Total Days of Operation (3)	Meal Type (4)	Average Meals/Day (5)	Delivery Time (6)	
William N. Pennington	1/1/22	12/31/22	250	Breakfast	316	Tuesdays, 7:30 am-10:30 am	
1300 Foster Drive				AM Supplement/Snack			
Reno, NV 89509				Lunch	284		
Heather Mundy				PM Supplement/Snack	205		
(775) 360-2472 INT:							
SITE Name/Address/Phone/Contact Person	Begin Date (1)	End Date (2)	Total Days of Operation (3)	Meal Type (4)	Average Meals/Day (5)	Delivery Time (6)	
William N. Pennington	1/1/22	12/32/22	250	Breakfast	25	Mondays, 9:00 am-10:30 am	
1973 Whitworth Way				AM Supplement/Snack			
Winnemucca, NV 89445				Lunch	36		
				PM Supplement/Snack			
INT:				Supper	75		
SITE Name/Address/Phone/Contact Person	Begin Date (1)	End Date (2)	Total Days of Operation (3)	Meal Type (4)	Average Meals/Day (5)	Delivery Time (6)	
Fernley Intermediate School	1/1/22	12/31/22	250	Breakfast	100	Fridays, 9:00-11:00 am	
320 US Highway 95A South				AM Supplement/Snack			
Fernley, NV 89408				Lunch	120		
Chad Robison				PM Supplement/Snack			
(775) 741-3968 INT:				Supper	75		
SITE Name/Address/Phone/Contact Person	Begin Date (1)	End Date (2)	Total Days of Operation (3)	Meal Type (4)	Average Meals/Day (5)	Delivery Time (6)	
				Breakfast			
				AM Supplement/Snack			
				Lunch			
				PM Supplement/Snack			
INT:							

ATTACHMENT 2 – CONTRACTING INSTITUTION PRODUCT LIST

Please provide to Unit and Net Costs in the Boxes Provided

PRODUCT DESCRIPTION	ORDERED QUANTITY	UNIT COST	NET COST
MILK, 1% WHITE 1/2 PT	5664 CASES		
MILK, CHOCOLATE NON-FAT 1/2 PT	5664 CASES		
MILK, WHOLE 1/2 PT	528 CASES		
MILK, 1% WHITE 1/2 GL	720 CASES		
CREAM, WHIPPING HEAVY 36% BUTTERFAT UHT DAIRY CARTON REF, 12/1 QT	12.00		
CREAM, WHIPPING HEAVY 40% BUTTERFAT UHT DAIRY CARTON REF, 12/1 QT	32.00		
LACTAID MILK, 8 OZ	20 CASES		
CACFP/SFSP APPROVED SOY MILK, 8 OZ	20 CASES		

USDA MEAL PATTERNS – CHILDREN

CHILD MEAL PATTERN

Breakfast				
(Select all three components for a reimbursable meal)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both⁴	½ cup	½ cup	½ cup	½ cup
Grains (oz eq)^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	½ cup	½ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	½ cup	½ cup	½ cup	½ cup

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

⁷ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ½ cup for children ages 6-12.

CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (at-risk afterschool programs and emergency shelters)
Fluid Milk ³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	¾ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables ⁶	½ cup	¾ cup	½ cup	½ cup
Fruits ^{6,7}	½ cup	¾ cup	½ cup	½ cup
Grains (oz eq) ^{8,9}				
Whole grain-rich or enriched bread	½ slice	¾ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	¾ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	½ cup	¾ cup	½ cup	¾ cup

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

⁹ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

CHILD MEAL PATTERN

Snack				
(Select two of the five components for a reimbursable snack)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (at-risk afterschool programs and emergency shelters)
Fluid Milk ³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	¼ cup	¼ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or ¾ cup	2 ounces or ¾ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables ⁶	½ cup	½ cup	¾ cup	¾ cup
Fruits ⁶	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq) ^{7,8}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	¾ cup	¾ cup	¾ cup	¾ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{9,10}				
Flakes or rounds	¾ cup	¾ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¾ cup	1 ¾ cup
Granola	¾ cup	¾ cup	¾ cup	¾ cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁸Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁹Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

¹⁰Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is $\frac{1}{4}$ cup for children ages 1-2; $\frac{1}{3}$ cup for children ages 3-5; and $\frac{1}{2}$ cup for children ages 6-12.

ATTACHMENT 4
Contracting Institution Contract Checklist Review

Review SECTION B – General Instructions to Bidders

Page 11 - Select how contract award will be made

Page 12 – Complete Contract Term and Price Adjustments by filling in blanks

SECTION C – Bidder and Contracting Institution Information

Page 13 – Complete Parts A and B

Page 14 – Select how bid price will be evaluated

Page 15 – Checkmark and complete all blanks

Page 17 – Complete Delivery Requirements A and C

Page 18 – Circle Method of Payment

Page 19 – Complete Termination Parts B and D

Page 20 - Disclose (if applicable) miscellaneous circumstances

Select applicable provisions in SECTION E – General USDA Provisions

Page 21 – Complete Standard Codes of Conduct Certification – Mandatory Form B

Page 26 – Sign Certificate of Independent Price Determination – Mandatory Form C

(AFTER BID ACCEPTANCE)

Page 28 – Complete Schedule A: Site Information List

Page 29 – Attach Product List and Menu

ATTACHMENT 5
Bidder Contract Checklist Review

Review SECTION B – General Instructions to Bidders

Page 13 – Complete Part C

Page 16 – Sign Bid Acceptance

Page 23 – Complete Debarment Certification – Mandatory Form A

Page 26 – Signature for Certificate of Independent Price Determination - Mandatory
Form C

Page 28 – Initial applicable sites in Schedule A: Site Information List