

COUNTY PURCHASING AGENT
Fort Bend County, Texas



Jaime Kovar
Interim County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

April 8, 2020

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 20-059 – Summer Food Program

Addendum 1:

Attached is addendum 1. Vendors are to use the Addendum 1 document while preparing their bid response. Due to COVID19 modifications are included.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at jessica.carabajal@fortbendcountytexas.gov

Company Name

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci
Senior Buyer

***Amended 4/8/20**

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for Summer Food Program
BID 20-059**

SUBMIT BIDS TO:

***Fort Bend County
Purchasing Department Solicitations
C/O FBC Mail Center
301 Jackson
Richmond, TX 77469**

**Note: All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery.**

SUBMIT NO LATER THAN:

***Tuesday, April 28, 2020
2:00 PM (Central)
(See Section 4.0)**

LABEL ENVELOPE:

**BID 20-059
SUMMER FOOD PROGRAM**

**** ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND READ BY USE OF CONFERENCE
BRIDGE/PHONE.***

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after the Commissioners Court awards.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Jaime Kovar
Interim County Purchasing Agent

Office (281) 341-8640

Legal Company Name <small>(top line of W9)</small>			
Business Name <small>(if different from legal name)</small>			
Federal ID # or S.S. #	DUNS #		
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	Age in Business?	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address			
City/State/Zip			
Physical Address			
City/State/Zip			
Phone/Fax Number	Phone: _____ Fax: _____		
Contact Person			
E-mail			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ SBE-Small Business Enterprise _____ HUB -Texas Historically Underutilized Business _____ WBE-Women's Business Enterprise _____	Certification # _____ Certification # _____ Certification # _____ Certification # _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name			
Title			
Date			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County website amongst this bid document, the Vendor must download, complete and save the Excel file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form.

- *1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 PM on the date specified, unless stated otherwise on page one. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

Initials of Bidder:_____

- *1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, April 21, 2020 at 9:00 PM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

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- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

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- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are

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obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or

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provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will

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only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the

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purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

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- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or

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equity.

- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.
- In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even

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though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor to provide summer food services for Fort Bend County, as specified herein.

***4.0 BID OPENING:**

Due to the public health emergency, COVID-19, bids will be opened and read/announced by use of our conference bridge/phone. Interested vendors are to dial 281-238-3660 and enter the bridge number 12892# to hear the bid opening no earlier than 2:00 PM (CST) on the date bids are due.

Initials of Bidder:_____

***5.0 TERM OF CONTRACT:**

The term of this contract is **for the period through May 31, 2021**, renewable annually for four (4) years (through 30 September 2025) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

6.2.1 Name of governmental entity is to read: Fort Bend County.

6.2.2 Identification number used by the governmental entity is: B20-059.

6.2.3 Description is the title of the solicitation: Summer Food Program.

6.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

7.0 INSURANCE:

7.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

7.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage

Initials of Bidder:_____

from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 7.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 7.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 7.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 7.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 7.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 7.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

8.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 8.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon

Initials of Bidder:_____

the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

- 8.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 8.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 8.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 8.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 8.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 8.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

9.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

Initials of Bidder:_____

- 9.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 9.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

10.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

11.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

12.0 BID BOND:

If bid submittal exceeds \$150,000, bidder must submit, with bid, a Bid Bond for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County. The bond must be secured from a surety company listed in the U.S. Department of the Treasury Circular 570. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the Fort Bend County Purchasing Agent.

13.0 PERFORMANCE AND PAYMENT BONDS:

If bid submittal exceeds \$150,000, bidder must submit, performance and payment bonds each for no less than ten (10) percent of the value of the contract for which the bid is made. The performance bond must be from a surety company listed in the U.S. Department of the Treasury Circular 570 and delivered to the Purchasing Office within ten (10) calendar days after receipt of notification of bid award.

14.0 HEALTH CERTIFICATE:

All bidders must submit, with bid, a copy of a current State of Texas or local health certificate for the food preparation facilities.

Initials of Bidder:_____

15.0 REVIEW:

All contracts are subject to review by the Texas Department of Agriculture, Food and Nutrition Division.

16.0 EQUAL OPPORTUNITY:

USDA is an equal opportunity provider and employer.

17.0 AWARD:

This contract will be awarded to the lowest and best bidder meeting specifications.

18.0 ENCLOSURES:

Enclosure #1 – The Texas Department of Agriculture Summer Food Service Program Package.

19.0 REQUIRED FORMS:

All bidders are required to complete the attached and return with their submission along with any additional documents as stated herein:

- 19.1 Vendor Form
- 19.2 Proof of Required Insurance
- 19.3 W9 Form
- 19.4 Tax Form/Debt/Residence Certification
- 19.5 No Bid Questionnaire if applicable
- 19.6 Bid Bond per Section 12.0
- 19.7 Health Certificate per Section 14.0

**CONTRACT SHEET
B20-059**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the ____ day of _____, 20____,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and

(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Summer Food Program**
which are hereto attached and made a part hereof, together with this instrument and the bond
(when required) shall constitute the full agreement and contract between parties and for furnishing
the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties
hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this _____ day of _____ 20_____.

Fort Bend County, Texas

By: _____
County Judge K P George

By: _____
Signature of Contractor

By: _____
Printed Name and Title

**Summer Food Service Program
 Invitation for Bid (IFB) and Contract for Purchased Meals**

**SECTION I
 INVITATION FOR BID AND CONTRACT FACE SHEET**

This document contains an invitation to FSMCs to bid for the furnishing of unitized meals to be served to children participating in the Summer Food Service Program authorized by Section 13 of the National School Lunch Act, and operated under 7 CFR Part 225 of the U.S. Department of Agriculture 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 CE named below.

Please note that changes to the Invitation for Bid and Contract terms are not allowed. CEs that make changes to terms without prior written approval by the Assistant Commissioner or an Administrator of the Texas Department of Agriculture's Food and Nutrition Division may not use Summer Food Service Program funds to pay FSMC expenses.

CONTRACTING ENTITY (CE)			
Name Fort Bend County-Parks Dept.		CE ID # 01637	
Address (Street, City, State, Zip Code) 9555-A Hwy 6 South, Missouri City, TX 77459			
Telephone Number (832) 471 - 2575		Contact Person Crystal Martinez	
BID OPENING			
Bid Issue Date	Bid Number	Date	Time
Location (Street, City, State, Zip Code)			
BIDDER INFORMATION			
Company Name .		Telephone Number () -	
Address (Street, City, State, Zip Code)			
Signature of Bidder's Authorized Representative (In Ink)		Name (Print or Type)	
Title		Date	
ACCEPTANCE			
Contracting Entity Representative's Signature (In Ink)		Date	Contract No.
Contracting Entity's Name (Print or Type)		Contracting Entity Representative's Title	

SECTION II
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

1. By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, 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 that 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 opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly, to any other bidder or to any competitor; and
 - C. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not submit a bid for the purpose of restricting competition.

2. Each person signing this bid certifies that:
 - A. He or 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 or she has not participated, and will not participate, in any action contrary to (1)(A) through (1)(C) above; or
 - B. He or 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 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 (1)(A) through (A)(C) 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 (1)(A) through (1)(C) above.

Signature of Bidder’s Authorized Representative	Title	Date

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

Signature of Contracting Entity’s Authorized Representative	Date

(Accepting a bidder’s bid does not constitute acceptance of the contract.)

Note: CE and bidder shall execute this Certificate of Independent Price Determination.

**SECTION III
INSTRUCTIONS TO BIDDERS**

1. Definitions as used herein

- A. **Bid**—An offer to perform, in accordance with the terms and conditions of the IFB, for a stipulated price. The bidder's offer.
- B. **Bid Bond**—A copy of the bid bond must accompany the IFB when submitted to the CE if the projected contract reimbursement is in excess of \$150,000. The CE shall require a bond in an amount not less than five (5) percent or more than ten (10) percent of the value of the contract for which the bid is made. The bond must have been secured from a surety company listed in the U.S. Department of the Treasury Circular 570.
- C. **Bidder**—An FSMC submitting a bid in response to this IFB.
- D. **Contract**—A formal, legally enforceable agreement between the buyer (CE) and the seller (contractor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller.
- E. **Contracting Entity**—An organization that enters into an agreement with TDA to operate the SFSP and to assume final administrative and financial responsibility for SFSP operations. The organization which issues the IFB.
- F. **Contractor**—An FSMC which submits a bid in response to this IFB and is awarded a contract by a CE participating in the SFSP.
- G. **Code of Federal Regulations (CFR)**—The codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal government.
- H. **Food Service Management Company (FSMC)**—Any commercial enterprise or nonprofit organization with which a CE may contract for preparing unitized meals, with or without milk, for use in the SFSP, or for managing a CE's food service operations in accordance with the SFSP regulations. FSMCs may be: (a) public agencies or entities; (b) private, nonprofit organizations; or (c) private, for profit companies.
- I. **Invitation for Bid (IFB)**—The document where the procurement is advertised. In the case of the SFSP, the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.
- J. **Performance Bond**—This is required when a FSMC and a CE enter into one or more contracts totaling over \$150,000. The amount of the bond must be no less than ten (10) percent of the value of the contract(s) for which the bid is made. The performance bond must be from a surety company listed in the U.S. Department of the Treasury Circular 570.

- K. Procurement**—The process of obtaining goods and/or services in accordance with applicable rules and regulations.
- L. Responsive Bidder**—A bidder whose bid conforms to all the material terms and conditions of the solicitation.
- M. Responsible Bidder**—A bidder who is capable of performing successfully under the terms and conditions of the contract.
- N. Summer Food Service Program (SFSP)**—The SFSP was established to ensure that low-income children continue to receive nutritious meals when school is not in session. Free meals that meet Federal nutrition guidelines are provided to all children at approved SFSP sites in areas with significant concentrations of low-income children. The U.S. Department of Agriculture (USDA) administers the SFSP at the national level. TDA administers the SFSP in the State of Texas. CEs receive Federal reimbursement from TDA to cover the administrative and operating costs of preparing and serving meals to eligible children at one or more feeding sites.
- O. Texas Department of Agriculture (TDA)**—The State agency that administers the SFSP in the State of Texas.
- P. Unitized Meal**—An individual portioned meal consisting of a combination of foods meeting the SFSP meal pattern requirements, delivered as a unit with or without milk or juice. TDA may approve exceptions to the unitized meal requirement for certain components of a meal. These requests shall be submitted to TDA in writing in order to receive a response from TDA prior to the CE's advertisement for bids.
- Q. U.S. Department of Agriculture (USDA)**—The Federal agency that administers the SFSP at the national level.

Other terms shall have the meanings ascribed to them in the applicable regulations (2 CFR Part 200 and 7 CFR Part 225).

2. Submission of Bids

- A. Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.
- B. Bids must 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 a notice of award. The copy marked as "original" will be maintained by the CE and shall control over any copy maintained by the FSMC should there be a variance between the two.

No changes in the specifications, terms, or general conditions are allowed.
Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid.

C. Bids over \$150,000 shall include a bid bond in the amount of _____ % of bid price. (CE shall insert appropriate percentage from 5% to 10%. This must be the same percentage inserted by the CE on the IFB and Contract Face Sheet). FSMCs must obtain bid bonds from surety companies listed in the current Department of the Treasury Circular 570. FSMCs may not post any “alternative” forms of bid bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

Bid bonds will be returned (i) to unsuccessful bidders as soon as practicable after the opening of bids and (ii) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted. The bid must be securely sealed in a suitable envelope, addressed to the office issuing the IFB, and marked on the outside with the name of the bidder, bid number, and date and time of bid opening.

D. A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.

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

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the terms and conditions or specifications of this IFB must be requested in writing prior to the time and date scheduled for the opening of bids and must provide the CE with sufficient time for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment 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.

4. Acknowledgement of Amendments to IFBs

The CE must acknowledge receipt of an amendment to an IFB by a bidder 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.

(NOTE: Payment discounts may only be used to determine the low bid when prior experience of the CE indicates that such discounts are generally taken).

6. Bidders Having Interest in More Than One Bid

If more than one bid is submitted by any one person, 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 for the CE as specified in this IFB no later than the exact time and date indicated in this IFB. Bids received prior to the time of opening will be securely kept by the CE and will remain unopened until the date and time for bid openings.

8. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the terms and conditions of this IFB before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured from bidding requirements or the terms and conditions of the IFB based on the bidder's error or misunderstanding.

9. Award of Contract

A. The contract will be awarded to the lowest responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the CE, price, and other factors considered such as discounts, transportation cost, and life cycle costs.

B. The CE reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received if there is a sound documented reason.

C. The CE reserves the right to reject the bid of a bidder, including the lowest bidder that previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder that investigation shows is not in a position to perform the contract.

D. The CE reserves the right to accept any bid within 30 days from the date of bid opening.

10. Late Bids, Modification of Bids, or Withdrawal of Bids

A. Any bid received after the exact time and date specified for receipt of bids will not be considered unless the bid was in writing, was received by the CE before an award was made, and was sent to the address, email, or fax number specified in the IFB by regular mail, certified mail, registered mail, overnight/priority mail, email, or fax not later than the fifth calendar day prior to the date specified in the IFB for opening bids. For example, a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been emailed, faxed, or mailed by the bidder to the CE on or before the 15th of the month or earlier.

- B. Any modification or withdrawal of a bid is subject to the same conditions as in (A) above, except that a bidder or an authorized representative may withdraw a bid prior to the exact time and date set for opening of bids, so long as the bidder establishes the identity of the person withdrawing the bid to the satisfaction of the CE, and the bidder or authorized representative signs a receipt for the bid.
- C. To establish the date of written submission of a late bid, modification, or withdrawal the bidder must provide the CE with:
- An envelope or package containing the bid which shows a postmark date on the envelope or package, or an original receipt from the U.S. Postal Service reflecting the mailing and attempted delivery of the envelope or package containing the bid by regular, registered, or certified mail. If the postmark or receipt fails to show 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), or documentation of delivery receipt of regular, registered, or certified mail from the U.S. Postal Service; or
 - A delivery confirmation receipt for delivery of the bid by overnight/priority mail; or
 - A copy of the email transmitting the bid, depicting, in legible form, the email headers showing the date and time the email passed through each server in its route to the ultimate recipient at the CE; or
 - A fax confirmation page with legible entries indicating the date and time the fax was sent by the bidder and received by the CE.
- D. Notwithstanding the above, the CE may consider and accept a late modification of a bid if the modification makes the bid more favorable to the CE regardless of the date and time the modification was received by the CE.

**SECTION IV
SCOPE OF SERVICES**

1. 2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 7 CFR Part 225, entitled Summer Food Service Program, are hereby incorporated by reference. Both the CE and the FSMC must operate in accordance with all SFSP regulations.
2. Contractor agrees to deliver:
 - i. *unitized* meals (breakfasts, lunches, and/or suppers) * Inclusive of milk, and snacks to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
 - ii. (**check only if the CE has received approval from TDA**) meals (breakfasts, lunches, and/or suppers) * of milk, and snacks to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this IFB.
3. All meals served and furnished under the Program must meet the requirements of 7 CFR § 225.16, Meal service requirements, and must meet or exceed USDA requirements set out in Schedule C, attached hereto and made a part hereof. FSMCs may prepare unitized meals, with or without milk or juice, for use in the SFSP.
4. The contractor shall furnish meals as ordered by the CE during the period of ** June 8, 2020 to ** July 31, 2020. Meals served are to be *** (Mond-Friday) 5 days a week, as specified in Schedule A.

* Insert “inclusive” or “exclusive” as applicable.

** CE shall insert the contract start date and expiration date.

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

SECTION V
UNIT PRICE SCHEDULE AND INSTRUCTIONS

1. Bidders are asked to submit prices in accordance with Schedule(s) D for meals with/without milk or juice* meeting the contract specifications set forth in Schedule C and to be delivered to all the sites stated in Schedule A. Please note that bidders must complete a Schedule D for each meal type (breakfast, lunch, snack, etc.) covered by the IFB.

*CEs should indicate whether milk and/or juice should be included in meals/snacks.

2. Evaluation of Bids and award of the contract will be performed as described in Section III 9.
3. Pricing shall be on the cycle menus described in Schedule B. All bidders must submit bids on the same cycle menus provided by the CE. Deviation from the cycle menus shall be permitted only upon authorization of the CE. Bid price must include the price of food components (including milk and/or juice, if part of the unitized meal), packaging, transportation and all other related costs for nonfood items essential to the conduct of the food service (e.g., condiments, utensils).

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 CE.

4. Average Daily Number of Meals are estimated: They are the best known estimates for requirements during the operating period. The CE reserves the right to order more or less meals than estimated at the beginning of the operating period. The contractor will be paid at the 100% unit cost rate during the payment period specified. (The CE will indicate in Section VI, Item 4, "Method of Payment," whether the payment period is weekly, bi-weekly, or monthly). The CE does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approved level of meal service designated by TDA for each site serving meals provided by the Contractor. However, if average meals delivered per day by type over the Contract period fall below 90% of the applicable average daily estimate, adjustments will be made to the per unit price in accordance with Schedule D.
5. Evaluation of Bidders: Each bidder will be evaluated on the following factors:
 - A. Financial capability to perform a contract of the scope required.
 - B. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety, and sanitation standards.
 - C. Previous experience of the bidder in performing services similar in nature and scope.
 - D. Other factors such as transportation capability, sanitation, and packaging.

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

6. Meal Orders: The CE will order meals on ** Daily Basis/Everyday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week, and will include breakdown totals for each site and each type of meal.

The CE reserves the right to increase or decrease the number of meals ordered on a *** 24 hour notice, or less if mutually agreed upon between the parties to this contract.

** Insert mutually agreed day.

*** CE shall insert appropriate number of hours.

7. Cycle Menu Change Procedure: Meals will be delivered on a daily basis in accordance with cycle menus which appear in Schedule B. Menu changes may be made only when agreed upon in writing by both parties. When an emergency situation exists which might prevent the Contractor from delivering a specified meal component, the CE shall be notified immediately so substitutions can be agreed upon. The CE reserves the right to suggest menu changes within the Contractor's suggested food cost, periodically throughout the contract period.
8. Noncompliance. The CE reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the terms and conditions, and specifications of the Contract. **The Contractor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications.** The CE reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The Contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The CE or inspecting agency shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.

The SFSP regulations provide that statistical monitoring procedures may be used to disallow payment for meals which are not served in compliance with SFSP regulations. In the event that disallowances are made on the basis of statistical monitoring, the CE and the contractor will be notified in writing by the TDA as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical monitoring procedures employed.

9. Specifications.

A. Packaging:

1. Hot Meal Unit – Package suitable for maintaining meals in accordance with local health standards. Container and overlay must have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204° C) or higher.
2. Cold Meal Unit (or Unnecessary to Heat) – Container and overlay must be plastic or paper and non-toxic.
3. Cartons – Each carton must be labeled, to include:
 - a. Processor’s name and address (plant);
 - b. Item Identity, meal type;
 - c. Date of production; and
 - d. Quantity of individual units per carton.
4. Meals shall be delivered with appropriate nonfood item(s): condiments, straws for milk, napkins, single service ware, etc. The CE shall insert the types of nonfood items that are essential to the conduct of the food service or enter n/a if nonfood items are not required:

B. Food Preparation:

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. Meals shall be prepared in accordance with State and local health standards.

C. Food Specifications:

Bids are to be submitted on the cycle menus included in Schedule B. Portions shall, as a minimum, be the quantities specified by USDA for each component of each meal, as included in Schedule C of this Contract, and as outlined by USDA in the “Nutrition Guidance for Sponsors.”

All meals served under the Contract must meet or exceed USDA requirements, and conform to USDA guidance on food specifications outlined in the “Nutrition Guidance for Sponsors” and the “Food Buying Guide for Child Nutrition Programs.”

All meals served under the Contract shall conform to the cycle menus and meal quality standards and food specifications approved by the TDA and upon which the bid was based.

Milk means whole milk, low fat milk, skim milk, and buttermilk. All milk must be fluid and pasteurized and must meet State and local standards for the appropriate type of milk. Milk may be flavored or unflavored. All milk must contain Vitamins A and D at the levels specified by the Food and Drug Administration and at levels consistent with State and local standards for such milk. Milk delivered hereunder shall conform to these specifications.

**SECTION VI
GENERAL CONDITIONS**

1. Delivery Requirements

- A. Delivery will be made by the Contractor to each site in accordance with the order from the CE.
- B. Meals are to be delivered daily, unloaded, and placed in the designated location by the Contractor's personnel at each of the sites and times listed in Schedule A.
- C. The Contractor shall be responsible for delivery of all meals, with or without milk or juice, at the specified time. 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 CE reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A, and make changes in the approved level for the maximum number of meals which may be served under the Program at each site (established under 7 CFR § 225.6(d)(2)(i)-(v) of the SFSP regulations). Any change in transportation cost that occurs as a result of adding or deleting sites shall be negotiated and noted in the modification. The Contractor's invoice shall show the cost as a separate item for that site. Such amendments shall be provided within *24 hours or less.

*Insert mutually agreed upon number.

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 triplicate: one copy for the Contractor, one copy for the site personnel, and one copy for the CE. Delivery tickets must be itemized to show what meal was delivered, the number of meals delivered, the date and time of delivery, and must match the menu for the day the meals were delivered and served. The site supervisor or designee at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the CE only if signed by the CE's site supervisor or designee at the site.
- B. The Contractor shall maintain records (supported by delivery tickets, invoices, receipts, purchase orders, production records, or other evidence) for this Contract that the CE will need to meet its responsibilities, and shall submit all required reports to the CE promptly at the end of each month, unless more frequent reports are required by the CE.

- C. The books and records of the Contractor pertaining to the CE's food service operation shall be available for inspection and audit by representatives of TDA, USDA, and the U.S. Government Accountability Office at any reasonable time and place for a period of three years from the date of receipt of final payment under the contract, except that, if audit or investigation findings have not been resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved and final action taken.
- D. The Contractor shall submit records of all costs incurred in the CE's food service operation in sufficient time to allow the CE to prepare and submit the claim for reimbursement to meet the 60-day submission deadline.

4. Method of Payment

The Contractor shall submit its itemized invoices to the CE **weekly in compliance with 7 CFR§ 225.6(h)(2)(iv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The CE shall calculate the average number of meals delivered each day for the applicable period. Payment will be made at the unit price shown for that range. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery tickets/receipts have been signed by the site supervisor or designee at the site of the CE.

The Contractor shall be paid by the CE for all meals delivered in accordance with this Contract and SFSP regulations. However, neither the USDA nor TDA assumes any liability for payment of differences between the number of meals delivered by the Contractor and the number of meals served by the CE that are eligible for reimbursement.

**CE shall insert "weekly", "bi-weekly" or "monthly".

5. Inspection of Facility

- A. The CE, TDA, and USDA reserve the right to inspect the Contractor's facilities 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 State and local health departments or any other agency designated to inspect meal quality for the State.
- C. The Contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality. The results of the inspections must be submitted promptly to the CE and TDA.

D. The SFSP regulations provide that TDA must inspect the FSMC facility as part of the review of any vended CE. TDA shall respond promptly to complaints concerning facilities. If a FSMC fails to correct violations noted by TDA during a review, TDA shall notify the CE and the FSMC of meal disallowances for meals prepared by the FSMC after a date specified in the notification.

6. Performance Bond Requirement

When applicable, the successful bidder shall provide the CE with a performance bond in the amount of ten (10) percent of the contract price for contract(s) that total over \$150,000. The FSMC must obtain the performance bond from a surety company listed in the current Department of the Treasury Circular 570. The FSMC may not obtain any "alternative" form(s) of performance bond, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

The performance bond must be furnished to the CE within ten days of the awarding of the contract.

7. Insurance

FSMC shall maintain the insurance coverage set forth below provided by insurance companies authorized to do business in the State of Texas. At the time of award, the FSMC shall submit a Certificate of Insurance demonstrating coverage of at least the amounts indicated below:

A. Comprehensive General Liability-includes coverage for: (i) Premises-Operations; (ii) Products-Completed Operations; (iii) Contractual Insurance; (iv) Broad Form Property Damage; (v) acts of Independent Contractors; and (vi) Personal Injury; with a \$ Combined Single Limit.

B. Automobile Liability coverage with a \$ Combined Single Limit.

C. Workers' Compensation-Statutory; Employer's Liability with a combined single limit of \$.

D. Excess Umbrella Liability with a combined single limit of \$.

E. The CE shall be included as an additional insured on General Liability, Automobile, and Excess Umbrella policies.

F. The FSMC's contract of insurance shall provide for notice to the CE of cancellation of insurance policies 30 days before such cancellation is to take effect.

G. Notwithstanding any other provision of this Contract, the CE shall not be liable to the FSMC for any indemnity.

8. Availability of Funds

The CE reserves the right to cancel this contract if the Federal funding to support the SFSP is withdrawn. It is further understood that, in the event of cancellation of the Contract, the CE shall be responsible for meals that have already been assembled and delivered in accordance with this Contract.

9. Number of Meals and Delivery Times

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

10. Emergencies

In the event of unforeseen emergency circumstances, the Contractor shall immediately notify the CE by telephone of the following: (i) the impossibility of on-time delivery; (ii) the circumstance(s) precluding delivery; and (iii) a statement of whether subsequent deliveries will be affected. No payments will be made for deliveries made later than ***ZERO hours after specified meal time.

*** CE shall set time in accordance with SFSP regulations and TDA instructions.

Emergency circumstances at the site precluding utilization of meals are the concern of the CE. The CE may cancel orders provided it gives the contractor at least ****24 hours' notice or less if mutually agreed upon between the parties to this Contract.

**** CE shall insert the same number as in Section VI, Item 1.D under General Conditions.

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

11. Renewals

This Contract shall be in effect for the period indicated in Section IV, Item 4, with the option to renew yearly, not to exceed four additional years. Renegotiation of the price charged to the CE will be allowed each year to the extent of the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (“CPI”) [CE insert one CPI regional index: South-Size Class A (population of metropolitan area over 1.5 million), South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), or South-Size D (all nonmetropolitan areas)] and will be allowed only if agreed to and approved in advance by the CE. CPI Fee increases for the upcoming contract renewal year must be documented through a cost analysis and submitted to the CE by April 1 of each year. No other fee increases will be allowed.

12. Termination

- A. The CE reserves the right to terminate this Contract if the contractor fails to comply with any of the terms or conditions of this Contract.

In such case, the CE shall notify the Contractor and surety company of specific instances of unsatisfactory performance. If the Contractor does not take immediate corrective action, the CE may require surety to either provide another contractor or the CE may negotiate another contract. The CE shall be entitled to negotiate another contract on either a competitive or non-competitive basis. In any case, the defaulting contractor and/or surety company shall be liable to the CE for any difference in price between the new contract and the terminated contract. Prior to termination, the CE shall contact TDA concerning procedures for conducting a re-procurement action.

- B. The CE may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the CE that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor to an officer or employee of the CE 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 CE makes such findings shall be an issue and may be reviewed in any competent court.
- C. In the event this Contract is terminated as provided in paragraph (B) hereof, the CE shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (ii) pursue other damages in an amount which shall not be less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- D. The rights and remedies of the CE provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- E. In addition to the foregoing termination provisions, and without any limitation on the CE's rights to terminate the Contract in Section VI, Item 12, "Termination," either party may terminate this Contract for cause upon providing advance written notice of sixty (60) days to the other party. In the event of a termination for cause, the party to be charged shall have a reasonable period to cure not to exceed thirty (30) days. Failure to cure shall entitle the non-breaching party to continue with termination for cause.
- F. This Contract may be terminated by mutual agreement of the parties. Such agreement must be in writing.

13. Subcontractors and Assignments

The Contractor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.

SECTION VII GENERAL PROVISIONS AND CERTIFICATIONS

The Contractor shall comply with the following provisions and certifications, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4. Davis-Bacon Act as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Procurement of Recovered Materials

See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Civil Rights

The contractor shall comply with the following civil rights laws, regulations, and guidance, as amended or revised: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; Title 7 CFR Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

10. Certifications

The FSMC shall comply with the following provisions and execute the following certifications:

- A. Debarment and Suspension Certification — Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions 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.” SAM Exclusions 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.

Debarment certification shall be provided by:

- i) the CE providing the page from *The System for Award Management* and maintaining such record with other supporting documentation to demonstrate that the CE had referenced *The System for Award Management*, which is available at <https://www.sam.gov>, or

ii) that by signing this contract that the FSMC certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas, or

iii) submitting the TDA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form, which is attached to this contract as Schedule E and fully incorporated herein.

B. Anti-Collusion Affidavit, which is attached to this contract as Schedule F and fully incorporated herein.

C. Certification Regarding Lobbying — Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification, which is attached to this contract as Schedule G and fully incorporated herein. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization 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 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 covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor must also complete and submit Standard Form – LLL, Disclosure of Lobbying Activities, when applicable, which is attached to this contract as Schedule H and fully incorporated herein.

**SCHEDULE A
SITE INFORMATION LIST**

Enter site information or attach equivalent information. Read instructions for completion of the site information list on the next page.

Contracting Entity (CE) Name	CE Address	CE Contact Person/Phone Number
		() -

Site Name and Address	Site Contact Person/Phone #	Refrig. All Meals? Yes or No	Begin Date	End Date	Total Days Op.	Meal Type	Avg Meals/Day	Total Meals	Delivery Time for Each Meal Type
						Breakfast			
						AM Snack			
						Lunch			
						PM Snack			
						Supper			
						Breakfast			
						AM Snack			
						Lunch			
						PM Snack			
						Supper			
						Breakfast			
						AM Snack			
						Lunch			
						PM Snack			
						Supper			
						Breakfast			
						AM Snack			
						Lunch			
						PM Snack			
						Supper			

INSTRUCTIONS FOR COMPLETION OF SCHEDULE A SITE INFORMATION LIST

Contracting Entity (CE) Name—Enter the legal name of the CE

CE Address—Enter the address of the CE

CE Contact Person/Phone Number—Enter the name of the CE’s contact person and their telephone number

For each site complete the following:

Site Name and Address—Enter the name and address of the site. Use the correct street address where meals will be delivered

Site Contact Person/Phone #—Enter the name of the site’s contact person and their telephone number

Refrigerate All Meals?—Enter “yes” or “no” to indicate if site has adequate refrigeration to store all meals ordered and could receive early deliveries

Begin Date—Enter the date the site will begin serving meals

End Date—Enter the date meal service will end for the site

Total Days Op.—Enter the total number of days meals will be served at the site

Avg Meals/Day—Enter, by appropriate meal type, the average number of each type of meal that is estimated to be served each date at the site. For example, if the site plans to serve 11,000 lunches for 44 days during the summer, then the average is 250 ($11,000 \div 44$). Do not insert the maximum number that will be served on a particular day during the summer.

Delivery Time for Each Meal Type—Enter the delivery time for each meal type

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

**SCHEDULE B
CYCLE MENU**

*CE shall attach a cycle menu for each site for each meal type.

SCHEDULE C

SUMMER FOOD SERVICE PROGRAM MEAL PATTERN FOR CHILDREN

SELECT THE APPROPRIATE COMPONENTS FOR A REIMBURSABLE MEAL

FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST Serve all three	LUNCH OR SUPPER Serve all four	SNACK Serve two of the four
Milk	Required	Required	
Fluid milk	1 cup ¹ (½ pint, 8 fluid ounces) ²	1 cup (½ pint, 8 fluid ounces) ³	1 cup (½ pint, 8 fluid ounces) ²
Vegetables and Fruits - Equivalent quantity of any combination of...	Required	Required	
Vegetable or fruit or	½ cup	¾ cup total ⁴	¾ cup
Full-strength vegetable or fruit juice:	½ cup (4 fluid ounces)=50% ⁵		¾ cup (6 fluid ounces) ⁶
Grains/Breads⁷ - Equivalent quantity of any combination of...	Required	Required	
Bread or	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc or	1 serving ⁸	1 serving ⁸	1 serving ⁸
Cold dry cereal or	¾ cup or 1 ounce ⁹		¾ cup or 1 ounce ⁹
Cooked cereal or cereal grains or	½ cup	½ cup	½ cup
Cooked pasta or noodle products	½ cup	½ cup	½ cup
Meat and Meat Alternates - Equivalent quantity of any combination of...	Optional	Required	
Lean meat or poultry or fish or	1 ounce	2 ounces	1 ounce
Alternate protein products ¹⁰ or	1 ounce	2 ounces	1 ounce
Cheese or	1 ounce	2 ounces	1 ounce
Egg (large) or	½	1	½
Cooked dry beans or peas or	¼ cup	½ cup ²	¼ cup ²
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds ¹¹ or		1 ounce=50% ¹²	1 ounce
Yogurt ¹³	4 ounces or ½ cup	8 ounces or 1 cup	4 ounce or ½ cup

Indicated endnotes can be found on the next page.

ENDNOTES

¹ For the purposes of the requirement outlined in this table, a cup means a standard measuring cup

² Served as a beverage or on cereal or used in part for each purpose

³ Served as a beverage

⁴ Serve two or more kinds of vegetable or fruits or a combination of both

⁵ Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement

⁶ Juice may not be served when milk is served as the only other component

⁷ Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) shall be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc, shall be made with whole-grain or enriched meal or flour. Cereal shall be whole-grain, enriched or fortified

⁸ Serving sizes and equivalents will be in guidance materials to be distributed by FNS to State agencies

⁹ Either volume (cup) or weight (ounces), whichever is less

¹⁰ Must meet the requirements of 7 CFR Part 225, Appendix A, Alternate Foods for Meals

¹¹ Tree nuts and seeds that may be used as meat alternate are listed in program guidance

¹² No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry or fish

¹³ Plain or flavored, unsweetened or sweetened

**SCHEDULE D
UNIT PRICE SCHEDULE**

Instructions:

Contracting Entity: Complete Items (a), (b) and (c) for each Meal Type.

Bidder: Complete Items (d) and (e) for each Meal Type.

(a) Meal Type (i.e., Lunch)	(b) ¹ Average Daily Meals Needed	(c) ² Total Number of Meals	(d) ³ Unit Cost	(e) Total Bid
Breakfast	100	3900		
AM Snack				
Lunch	262	10,142		
PM Snack				
Supper				

Prompt Payment Discount (to be entered by bidder)	%	for payment within _____ days.
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Adjustments:

If the average daily meals billed is less than the **Average Daily Meals Needed** (per item (b) above), a one time adjustment to the unit price will be made as follows:

Average Daily Meals Billed ÷ Average Daily Meals Needed	Multiply “Unit Cost” (d) by this Amount
81 – 90%	1.05
71 – 80%	1.10
61 – 70%	1.15
51 – 60%	1.20
50% or Below	1.30

Example: If the “Average Daily Meals Billed” ÷ the “Average Daily Meals Needed” (item (b) above) = .82 or 82%, multiply the “Unit Cost” (item (d) above) by 1.05.

The FSMC will invoice the CE at the 100% Unit Cost indicated above **. To determine if an additional cost per meal is due to the FSMC, complete the following calculation. Divide the total number of meals billed by type (breakfast, lunch, etc.) for the total length of the SFSP by the total number of days the SFSP was operated. Any additional changes resulting from this higher “adjustment” will be reflected in the final statement from the FSMC.

**CE shall insert “weekly”, “bi-weekly” or “monthly”, as indicated in Section F, Item 4, “Method of Payment.”

Note: The Unit Cost per meal **may not exceed** the maximum operational reimbursement for each meal type as stated in 7 CFR Part 225 of the Federal regulations.

¹ Obtained from the Schedule A, by dividing total meals for each specific meals type by the greatest number of days operated by the site.

² Obtained from Schedule A by totaling the “Total Meals” for each specific meal type.

³ “Unit Cost” specified is that cost based on 100% Average Daily Meals Needed.

**SCHEDULE D-1
SUMMARY BID SHEET**

Meal Type	Total Number of Meals	Unit Cost¹	Total
Breakfast	3,900	\$	\$
AM Snack		\$	\$
Lunch	10,142	\$	\$
PM Snack		\$	\$
Supper		\$	\$
TOTAL	14,042	\$	\$

¹ “Unit Cost” must be identical to those unit costs listed on the Unit Price Schedule (Schedule D).

SCHEDULE E
Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion for Covered Contracts

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 417, Section 417.332, Participants' responsibilities.

(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective contractor is unable to certify to any of the statements in this Certification, such prospective contractor shall attach an explanation to this proposal.

Signature of Contractor Representative

Date

Printed/Typed Name of
Contractor Representative

Printed/Typed Title of
Contractor Representative

**SCHEDULE F
ANTI-COLLUSION AFFIDAVIT**

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public (or Clerk or Judge) _____

My commission expires _____

SCHEDULE G
CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

Federal legislation generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the Federal government. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as common rule, “New Restrictions on Lobbying” published at 55 Federal Register (FR) 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Government wide Guidance on New Restrictions on Lobbying” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

Contracting entities or sponsored sites that contract for goods or services using Federal funds must obtain this certification for any award exceeding \$100,000 and if necessary must obtain the *Standard Form-LLL, “Disclosure Form to Report Lobbying.”*

CERTIFICATION

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 an 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 Form to Report Lobbying”*, 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.

Name of Organization submitting certification

Name of Organization Representative

Title

Signature of Organization Representative

Date

SCHEDULE H DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by
OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Sub-awardee, 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 <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed 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 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 \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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 of any agency, a Member of Congress, an 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 follow-up 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 sub-awardee recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-Awardee," 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.g., 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.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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.

SIGNATURES

This agreement (“Contract”) establishes the rights and responsibilities of _____ herein referred to as” Contractor” and _____ herein referred to as “Contracting Entity” or “CE.” By signing this Contract, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with Section VI, Item 12. Termination.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Contract on behalf of the entity stated herein below.

The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Contract.

Signature of Contractor Representative

Date

Printed/Typed Name of Contractor Representative

Printed/Typed Title of Contractor Representative

Signature of Contracting Entity Representative

Date

Printed/Typed Name of Contracting Entity Representative

Printed/Typed Title of Contracting Entity Representative

Sample Breakfast Menu

<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
<ul style="list-style-type: none"> • Fat Free Milk-8oz • Low Fat Yogurt ½ cup • Granola ½ cup • Frozen/Fresh Berries 1/2 cup or 100% full strength fruit juice <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Milk-8oz • French toast sticks-3/4 cup • Frozen/Fresh Berries- 1/2 cup or 100% full strength fruit juice <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Milk-8oz • Mini Whole grain pancakes- 2 mini (syrup packet) • Peach- 1/2 cup or 100% full strength fruit juice <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Milk- 8oz • Whole Grain Cereal- 3/4 cup • Plum-1/2 cup or 100% full strength fruit juice <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Milk-8oz • Bagel-1 serving • Cream Cheese- 2tbsp • Orange sliced-1/2 cup or 100% full strength fruit juice <p>Utensils</p>
<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
<ul style="list-style-type: none"> • Fat Free Milk-8oz • Biscuit-1 • ¼ cup of gravy • 4oz. of 100% full strength juice or ½ cup of fruit <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Milk-8oz • 1-serving waffles • Packet of syrup • 4oz. of 100% full strength fruit juice or ½ cup of fruit <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Milk-8oz • Blue Berry Muffin-1 • 4oz of 100% full strength fruit juice or ½ cup of fruit <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Milk- 8oz • Whole Grain Cereal- 3/4 cup • Plum-1/2 cup or 100% full strength fruit juice <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Milk-8oz • 1-English muffin • Jelly spread or cream cheese spread • ½ cup of fruit or 4oz. of 100% full strength fruit juice <p>Utensils</p>

Sample Lunch Menu

<u>Monday</u> <u>Pita Pocket</u>	<u>Tuesday</u> <u>Greek Pasta</u>	<u>Wednesday</u> <u>Caesar Salad</u>	<u>Thursday</u> <u>Chicken wrap</u>	<u>Friday</u> <u>Cheeseburger</u>
<ul style="list-style-type: none"> • Fat Free Chocolate Milk-8oz • 100% full strength fruit juice-4oz • Pita pocket-1 • Mozzarella(shredded)-1oz • Pepperoni-1oz • Tomato Sauce-2Tbsp • Pineapple-1/4 cup <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Chocolate Milk-8oz • 100% full strength fruit juice-4oz • ½ cup of Penne Pasta • 2oz. of feta cheese • ¼ cup of grape tomato slices <p>**Lemon juice, mayo, olive oil</p> <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Chocolate Milk-8oz • 100% full strength fruit juice- 4 oz. • Caesar Salad (romaine lettuce) • 1-oz of Chicken • 1-oz Shredded parmesan • Croutons- ½ cup • Caesar Dressing-packet • Carrots-1/4 cup <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Chocolate Milk-8oz • 100% full strength fruit juice- 4oz • Tortilla-1 • Cubes chicken-1 oz. • Shredded Cheese-1oz • Salsa- ½ cup • Corn Chips <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Chocolate Milk- 8oz • 100% full strength fruit juice-4 oz • Bread-2 slices • Pattie-1oz • Cheese-1oz • 1/2 cup cucumbers with Tajin • Lettuce, Tomato, Pickle <p>Utensil</p>
<u>Monday</u> <u>Turkey Sandwich</u>	<u>Tuesday</u> <u>Grilled Cheese</u>	<u>Wednesday</u> <u>Subway</u>	<u>Thursday</u> <u>Pepperoni Pasta</u>	<u>Friday</u> <u>Turkey & Cheese Pinwheel</u>
<ul style="list-style-type: none"> • Fat Free Chocolate Milk-8oz • 100% full strength fruit juice- 4oz • Bread- 2 slices • Cheese- 1 ounce • Slice of Turkey-1oz • Orange-1/4 cup 	<ul style="list-style-type: none"> • Fat Free Chocolate Milk-8oz • 100% full strength fruit juice- 4 oz. • 2-slices of bread • 2oz of Cheddar Cheese • ½ cup of tomato soup • ¼ cup of carrots <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Chocolate Milk-8oz • 100% full strength fruit juice- 4 oz. • 1-subway bread • 1-oz of cheese • 1-oz of sliced chicken • 1-oz of sliced pepperoni • ¼ cup pickle slice • lettuce <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Chocolate Milk-8oz • 100% full strength fruit juice- 4oz • ½ cup of penne pasta • Pepperoni sliced-1oz • Mozzarella-1oz • ½ cup of sliced cucumber sprinkled w/Tajin <p>**add Italian dressing</p> <p>Utensils</p>	<ul style="list-style-type: none"> • Fat Free Chocolate Milk- 8oz • 100% full strength fruit juice-4oz • 1 Tortilla • 1oz of shredded cheese • 1oz of turkey • ¼ cup of carrots • Ranch dip <p>Utensil</p>

2020 Summer Food Service Program Daily/Monthly Meal Count worksheet June 8, 2020 to July 31,2020 (39 days) 8 Weeks; Predicted # of meals

FBC Summer Food Sites	Meal Type: L/B	Days Meals Served	# of Meals per Day in June	X's # days in June(14,17)	# of Meals per Day in July	X's # of Days in July (17,22)	Total Lunches for 39 days	Total Breakfast for 39 days
1. Barbara Jordan 8705 Park St. Needville, TX 77461	Lunch	M-Th	5	70	5	85	155	
2. Brazos Bend Villa Apt. 2020 Rocky Falls Richmond, TX 77469	Lunch	M-Th	7	98	7	119	217	
3. Four Corners Community Center 15700 Old Richmond Rd. Sugar Land, TX 77477	Lunch	M-FRI	15	255	15	330	585	
	Breakfast	M-FRI	10	170	10	220		390
4. Jackson Elementary 301 Third St. Rosenberg, TX 77471	Lunch	M-Th	7	98	7	119	217	
5. Meyer Elementary 1930 I. Meyer Rd. Richmond, TX 77469	Lunch	M-Th	4	56	4	68	124	
6. Mission Bend CC/B&G club 8709 Addicks Crodine Rd. Houston, TX 77083	Lunch	M-FRI	50	850	50	1100	1950	
	Breakfast	M-FRI	20	340	20	440		780
7. Mustang Community Center 4521 FM 521 Fresno, TX 77545	Lunch	M-Fri	15	255	15	330	585	
	Breakfast	M-Fri	10	170	10	220		390
8. Taylor Ray Elementary 2611 Ave N. Rosenberg, TX 77471	Lunch	M-Th	4	56	4	68	124	
9. Hobby/B&G Club 5525 Hobby St. Houston, TX 77053	Lunch	M-Fri	50	850	50	1100	1950	
	Breakfast	M-Fri	20	340	20	440		780
10. Richmond/B&G Club 1800 James L. Pink blvd. Richmond, TX 77469	Lunch	M-Fri	50	850	50	1100	1950	
	Breakfast	M-Fri	20	340	20	440		780
11. Smith Elementary 2014 Lamar Dr. Richmond, TX 77469	Lunch	M-Th	5	250	5	85	335	
12. Stafford/ B&G Club 1310 5th St. Stafford, TX 77477	Lunch	M-Fri	50	850	50	1100	1950	
	Breakfast	M-Fri	20	340	20	440		780
Total Lunch	Total L's Daily		262	4538	262	5604	10,142.00	
Total Breakfast	Total B's Daily		100	1700	100	2200		3,900.00
Grand Total # of meals								14,042.00

Contracting Entity (CE)	CE Address	CE Contact Person/Phone Number
Fort Bend County-Parks Dept.	301 Jackson St. Richmond, TX 77469	Crystal Martinez office: 832-471-2575

Site Name& Address	Site Contact Person/ Phone Number	Refrig. All Meals? Y/N	Begin Date	End Date	Total Days Op	Meal Type	Avg Meal/Day	Total Meals	Delivery Time for Each Meal Type
Mustang CC 4521 FM 521 Fresno, TX 77545	Crystal Martinez Office: 832-471- 2575	Fridge Available	June 8 th	July 31st	39	Breakfast	10	390	7-7:30am
						AM SNK	N/A		
						LUNCH	15	585	7-7:30am
						PM SNK	N/A		
						SUPPER			
Four Corners CC 15700 Old Richmond Rd. Sugar Land, TX 77498	Crystal Martinez Office: 832-471- 2575	Fridge Available	June 8 th	July 31st	39	Breakfast	10	390	7-7:30am
						AM SNK	N/A		
						LUNCH	15	585	7-7:30am
						PM SNK	N/A		
						SUPPER			
Boys and Girls Club-Hobby 5525 Hobby St. Houston, TX 77053	Crystal Martinez Office: 832-471- 2575	Fridge Available	June 8 th	July 31st	39	Breakfast	20	780	8:30am
						AM SNK	N/A		
						LUNCH	50	1950	8:30am
						PM SNK	N/A		
						SUPPER			
Fifth St CC/Stafford B&G 3110 5 th ST, Stafford, TX 77477	Crystal Martinez Office: 832-471- 2575	Fridge Available	June 8 th	July 31st	39	Breakfast	20	780	8:30am
						AM SNK	N/A		
						LUNCH	50	1950	8:30am
						PM SNK	N/A		
						SUPPER			

Site Name& Address	Site Contact Person/ Phone Number	Refrig.All Meals? Y/N	Begin Date	End Date	Total Days Op	Meal Type	Avg Meal/Day	Total Meals	Delivery Time for Each Meal Type
Richmond Boys & Girls Club 1800 James L. Pink Blvd Richmond, TX 77469	Crystal Martinez Office: 832-471-2575	Fridge Available	June 8 th	July 31st	39	Breakfast	20	780	8:30am
						AM SNK	N/A		
						LUNCH	50	1950	8:30am
						PM SNK	N/A		
						SUPPER			
Site Name& Address	Site Contact Person/ Phone Number	Refrig. All Meals? Y/N	Begin Date	End Date	Total Days Op	Meal Type	Avg Meal/Day	Total Meals	Delivery Time for Each Meal Type
Mission Bend Boys & Girls Club 8709 Addicks Clodine Rd. Houston, Tx. 77083	Crystal Martinez Office: 832-471-2575	Fridge Available	June 8 th	July 31st	39	Breakfast	20	780	8:30am
						AM SNK	N/A		
						LUNCH	50	1950	8:30am
						PM SNK	N/A		
						SUPPER			
Site Name& Address	Site Contact Person/ Phone Number	Refrig. All Meals? Y/N	Begin Date	End Date	Total Days Op	Meal Type	Avg Meal/Day	Total Meals	Delivery Time for Each Meal Type
Barbara Jordan 8705 Park St. Needville, TX 77461	Crystal Martinez Office: 832-471-2575	Fridge Available	June 8 th	July 30	31	Breakfast			
						AM SNK	N/A		
						LUNCH	7	217	9-10:30a
						PM SNK	N/A		
						SUPPER			
Site Name& Address	Site Contact Person/ Phone Number	Refrig. All Meals? Y/N	Begin Date	End Date	Total Days Op	Meal Type	Avg Meal/Day	Total Meals	Delivery Time for Each Meal Type
Brazos Bend Villa Apt. 2020 Rocky Falls Richmond, TX 77469	Crystal Martinez Office: 832-471-2575	Fridge Available	June 8 th	July 30	31	Breakfast			
						AM SNK	N/A		
						LUNCH	7	217	10:30a-11:30a
						PM SNK	N/A		
						SUPPER			

Site Name& Address	Site Contact Person/Phone Number	Refrig. All Meals? Y/N	Begin Date	End Date	Total Days Op	Meal Type	Avg Meal/Day	Total Meals	Delivery Time for Each Meal Type
Jackson Elementary 301 Third St. Rosenberg, TX 77471	Crystal Martinez Office: 832-471-2575	Fridge Available	June 8 th	July 30	31	Breakfast			
						AM SNK	N/A		
						LUNCH	7	217	9-10:30a
						PM SNK	N/A		
						SUPPER			
Site Name& Address	Site Contact Person/Phone Number	Refrig. All Meals? Y/N	Begin Date	End Date	Total Days Op	Meal Type	Avg Meal/Day	Total Meals	Delivery Time for Each Meal Type
Meyer Elementary 1930 J. Meyer Rd. Richmond, TX 77471	Crystal Martinez Office: 832-471-2575	Fridge Available	June 8 th	July 30	31	Breakfast			
						AM SNK	N/A		
						LUNCH	4	124	9-10:30a
						PM SNK	N/A		
						SUPPER			
Site Name& Address	Site Contact Person/Phone Number	Refrig. All Meals? Y/N	Begin Date	End Date	Total Days Op	Meal Type	Avg Meal/Day	Total Meals	Delivery Time for Each Meal Type
Smith Elementary 2014 Lamar Dr. Richmond, TX 77469	Crystal Martinez Office: 832-471-2575	Fridge Available	June 8 th	July 30	31	Breakfast			
						AM SNK	N/A		
						LUNCH	5	155	9-10:30a
						PM SNK	N/A		
						SUPPER			
Site Name& Address	Site Contact Person/Phone Number	Refrig. All Meals? Y/N	Begin Date	End Date	Total Days Op	Meal Type	Avg Meal/Day	Total Meals	Delivery Time for Each Meal Type
Taylor Ray Elementary 2611 Ave N. Rosenberg, TX 77469	Crystal Martinez Office: 832-471-2575	Fridge Available	June 8 th	July 30	31	Breakfast			
						AM SNK	N/A		
						LUNCH	4	124	9-10:30a
						PM SNK	N/A		
						SUPPER			

other technical details. The APL is unique to each State agency. There is no Federal or national APL.

WIC State agencies update their APLs on a regular basis. Consistent with 7 CFR 246.12 and per WIC EBT operating rules, WIC-authorized vendors are required to retrieve a State agency's APL and apply it to their cash register systems at least every 48 hours, but most do so on a nightly basis.

WIC State agencies send a copy of their individual APLs to the NUPC database. After passing a screening and once additional nutritional product information is gathered, the individual products on the State agency's APL are added to the NUPC database. A State agency's raw APL file is not available for download via the NUPC database.

The NUPC database currently includes but is not limited to the following information by food item from WIC EBT State agencies, as applicable: UPC or Price Lookup Code (PLU), the latter for fresh fruits and vegetables; product category (*e.g.*, Bread/Whole Grains) and subcategory (*e.g.*, 100% Whole Wheat); nutrition information and ingredients; package images including product labels; the manufacturer name; manufacturer data sheets when needed; and the State agency authorizing the product. An optional free form comments field is available to State agencies. For fresh fruits and vegetables, a State agency may submit PLUs or UPCs. Appendix A lists current NUPC database elements.

WIC State agencies may optionally choose to submit pricing data into the NUPC database, but this data is for individual State agency use only. Most State agencies do not enter pricing data, due to the significant effort required to enter and maintain it given pricing fluctuations, coupled with the limited benefit of use. Most prices are sensitive to local market conditions.

A WIC State agency can use the NUPC database to obtain product information helpful in developing or modifying its APL. The NUPC database reduces the need to separately gather this same information from manufacturers, food retailers, food distributors or industry food databases.

NUPC does *not*: (1) Represent a complete/combined listing of all State-specific APLs, but rather contains individual APL-related data submitted by WIC EBT States (and supplemented with other nutrition-related information); (2) set forth a Federal or national WIC APL; or (3) include up-to-date pricing information.

The original intent of the NUPC database was to support statewide implementation of EBT. As more WIC

State agencies achieve statewide EBT, FNS seeks input regarding the use of the NUPC database by the program community and different options for operating, maintaining, and/or enhancing the database. FNS poses the questions below to prompt stakeholder responses.

USDA FNS is seeking information from stakeholders on the following questions:

1. For WIC State agency input only, is the current NUPC database useful in its current form in creating and managing APLs and implementing EBT? Please explain.

2. Within HHFKA statutory requirements, should USDA FNS re-envision its approach to the NUPC database to the benefit of program stakeholders? Please explain.

3. Given currently available NUPC database information, what are the advantages and disadvantages of providing NUPC database access to, or sharing WIC State agency NUPC-related information with, other entities such as food manufacturers and/or WIC authorized vendors?

4. Although current statute requires USDA to operate a NUPC database for use by WIC EBT States, do WIC State agencies prefer to create and manage their APLs without the use of the Federal NUPC database? Please explain.

FNS appreciates your thoughtful and responsive replies to all questions. Your feedback is essential to help FNS ensure administration of the WIC Program is effective and efficient as possible. Together, we can strive to improve operations and outcomes to best serve participants, stakeholders, and American taxpayers.

Dated: January 10, 2020.

Pamelyn Miller,

Administrator, Food and Nutrition Service.

Appendix A: Current NUPC Database Elements

1. National UPC Database Core Fields

The Core Fields contain information that is set on the National level and cannot be edited at the WIC State Agency level. Only FNS staff or the FNS contractor may edit these fields.

National Core Fields

UPC/PLU Number
Manufacturer Code
Manufacturer Name
[Food] Category
[Food] Subcategory
Default Filtered
Comments

2. WIC State Agency Fields, including Editable Fields

These fields are generally specific to each WIC State Agency and can only be edited by

that State agency. Some of these fields (Product Size through Benefit Unit Description Type) may be adopted from a national entry or an entry by another State agency and then edited to reflect current State-specific authorized foods. These fields generally do not have any national attributes—they are specific to each State agency. The only State agency field that cannot be edited by the WIC State agency is the Product Unit of Measure (UOM). Most fields, *e.g.*, price, are optional.

WIC State Agency Fields

Product Size
Product UOM *
Product Name
Benefit Unit Description Type
Short Product Name
Benefit Unit Description
Container Size
Container Type
Price
Price Type
Broadband Flag
Agency Effective Date
Agency End Date
Package Size
Rebate Flag
Manual Voucher Indicator
Filter for State Agency Search
[FR Doc. 2020-01696 Filed 1-29-20; 8:45 am]

BILLING CODE 3410-30-P

DEPARTMENT OF AGRICULTURE

Food and Nutrition Service

Summer Food Service Program 2020 Reimbursement Rates

AGENCY: Food and Nutrition Service, USDA.

ACTION: Notice.

SUMMARY: This notice informs the public of the annual adjustments to the reimbursement rates for meals served in the Summer Food Service Program for Children. These adjustments address changes in the Consumer Price Index, as required under the Richard B. Russell National School Lunch Act. The 2020 reimbursement rates are presented as a combined set of rates to highlight simplified cost accounting procedures. The 2020 rates are also presented individually, as separate operating and administrative rates of reimbursement, to show the effect of the Consumer Price Index adjustment on each rate.

DATES: *Implementation date:* January 1, 2020.

FOR FURTHER INFORMATION CONTACT: J. Kevin Maskornick, Program Monitoring and Operational Support Division, Child Nutrition Programs, Food and Nutrition Service, United States Department of Agriculture, 1320

* Cannot be edited by State agency.

Braddock Place, Suite 401, Alexandria, Virginia 22314.

SUPPLEMENTARY INFORMATION: The Summer Food Service Program (SFSP) is listed in the Catalog of Federal Domestic Assistance under No. 10.559 and is subject to the provisions of Executive Order 12372, which requires intergovernmental consultation with State and local officials. (See 2 CFR, 415 and final rule-related notice published at 48 FR 29114, June 24, 1983.)

In accordance with the Paperwork Reduction Act of 1995, 44 U.S.C. 3501–3520, no new recordkeeping or reporting requirements have been included that are subject to approval from the Office of Management and Budget.

This notice is not a rule as defined by the Regulatory Flexibility Act, 5 U.S.C. 601–612, and thus is exempt from the provisions of that Act. Additionally, this notice has been determined to be exempt from formal review by the Office of Management and Budget under Executive Order 12866.

Definitions

The terms used in this notice have the meaning ascribed to them under 7 CFR part 225 of the SFSP regulations.

Background

This notice informs the public of the annual adjustments to the reimbursement rates for meals served in SFSP. In accordance with sections 12(f) and 13, 42 U.S.C. 1760(f) and 1761, of the Richard B. Russell National School Lunch Act (NSLA) and SFSP regulations under 7 CFR part 225, the United States Department of Agriculture announces the adjustments in SFSP payments for meals served to participating children during calendar year 2020.

The 2020 reimbursement rates are presented as a combined set of rates to

highlight simplified cost accounting procedures. Reimbursement is based solely on a “meals times rates” calculation, without comparison to actual or budgeted costs.

Sponsors receive reimbursement that is determined by the number of reimbursable meals served, multiplied by the combined rates for food service operations and administration. However, the combined rate is based on separate operating and administrative rates of reimbursement, each of which is adjusted differently for inflation.

Calculation of Rates

The combined rates are constructed from individually authorized operating and administrative reimbursements. Simplified procedures provide flexibility, enabling sponsors to manage their reimbursements to pay for any allowable cost, regardless of the cost category. Sponsors remain responsible, however, for ensuring proper administration of the Program, while providing the best possible nutrition benefit to children.

The operating and administrative rates are calculated separately. However, the calculations of adjustments for both cost categories are based on the same set of changes in the *Food Away From Home* series of the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor. They represent a 3.2 percent increase in this series for the 12-month period, from November 2018 through November 2019 (from 278.306 in November 2017 to 287.255 in November 2019).

Table of 2020 Reimbursement Rates

Presentation of the 2020 maximum per meal rates for meals served to children in SFSP combines the results

from the calculations of operational and administrative payments, which are further explained in this notice. The total amount of payments to State agencies for disbursement to SFSP sponsors will be based upon these adjusted combined rates and the number of meals of each type served. These adjusted rates will be in effect from January 1, 2020 through December 31, 2020.

These changes are reflected below.

All States except Alaska and Hawaii—Rural or Self-prep Sites—Breakfast—2 dollars and 37.50 cents (7.75 cent increase from the 2019 reimbursement rate), Lunch or Supper—4 dollars and 15.25 cents (12 cent increase), Snack—97.75 cents (2.5 cent increase); All Other Types of Sites—Breakfast—2 dollars and 33 cents (7.5 cent increase), Lunch or Supper—4 dollars and 8.75 cents (12 cent increase), Snack—95.5 cents (2.25 cent increase).

Alaska—Rural or Self-prep Sites—Breakfast—3 dollars and 84.75 cents (12.25 cent increase), Lunch or Supper—6 dollars and 73.75 cents (21 cent increase), Snack—1 dollar and 59.25 cents (4.5 cent increase); All Other Types of Sites—Breakfast—3 dollars and 77.5 cents (12 cent increase), Lunch or Supper—6 dollars and 63 cents (20.75 cent increase), Snack—1 dollar and 55.75 cents (4.5 cent increase).

Hawaii—Rural or Self-prep Sites—Breakfast—2 dollars and 77 cents (8.75 cent increase), Lunch or Supper—4 dollars and 86 cents (14.5 cent increase), Snack—1 dollar and 14.5 cents (3.25 cent increase); All Other Types of Sites—Breakfast—2 dollars and 71.75 cents (8.5 cent increase), Lunch or Supper—4 dollars and 78.25 cents (14.25 cent increase), Snack—1 dollar and 12 cents (3.5 cent increase).

2020 Reimbursement Rates (Combined)

Per Meal Rates in whole or fractions of U.S. dollars	All States except Alaska and Hawaii	All States except Alaska and Hawaii	Alaska	Alaska	Hawaii	Hawaii
Site Types	Rural or Self-prep Sites	All Other Types of Sites	Rural or Self-prep Sites	All Other Types of Sites	Rural or Self-prep Sites	All Other Types of Sites
Breakfast	2.3750	2.3300	3.8475	3.7750	2.7700	2.7175
Lunch or Supper	4.1525	4.0875	6.7375	6.6300	4.8600	4.7825
Snack	0.9775	0.9550	1.5925	1.5575	1.1450	1.1200

Operating Rates

The portion of the SFSP rates for operating costs is based on payment amounts set in section 13(b)(1) of the NSLA, 42 U.S.C. 1761(b)(1). They are rounded down to the nearest whole cent, as required by section 11(a)(3)(B)(iii) of the NSLA, 42 U.S.C. 1759a(a)(3)(B)(iii).

These changes are reflected below.

All States except Alaska and Hawaii—Breakfast—2 dollars and 16 cents (7 cents increase from the 2019 reimbursement rate), Lunch or Supper—3 dollars and 76 cents (11 cents increase), Snack—87 cents (2 cents increase).

Alaska—Breakfast—3 dollars and 50 cents (11 cents increase), Lunch or

Supper—6 dollars and 10 cents (19 cents increase), Snack—1 dollar and 42 cents (4 cents increase).

Hawaii—Breakfast—2 dollars and 52 cents (8 cents increase), Lunch or Supper—4 dollars and 40 cents (13 cents increase), Snack—1 dollar and 2 cents (3 cents increase).

Operating Component of 2020 Reimbursement Rates

Operating Rates in U.S. dollars, rounded down to the nearest whole cent	All States except Alaska and Hawaii	Alaska	Hawaii
Breakfast	2.16	3.50	2.52
Lunch or Supper	3.76	6.10	4.40
Snack	0.87	1.42	1.02

Administrative Rates

The administrative cost component of the reimbursement is authorized under section 13(b)(3) of the NSLA, 42 U.S.C. 1761(b)(3). Rates are higher for sponsors of sites located in rural areas and for “self-prep” sponsors that prepare their own meals at the SFSP site or at a central facility instead of purchasing them from vendors. The administrative portion of SFSP rates are adjusted, either up or down, to the nearest quarter-cent.

These changes are reflected below.

All States except Alaska and Hawaii—Rural or Self-prep Sites—Breakfast—21.50 cents (0.75 cent increase from the 2019 reimbursement rate), Lunch or Supper—39.25 cents (1 cent increase), Snack—10.75 cents (0.5 cent increase); All Other Types of Sites—Breakfast—17 cents (0.5 cent increase), Lunch or Supper—32.75 cents (1 cent increase), Snack 8.5 cents (0.25 cent increase).

Alaska—Rural or Self-prep Sites—Breakfast—34.75 cents (1.25 cent increase), Lunch or Supper—63.75 cents (2 cent increase), Snack—17.25 cents

(0.5 cent increase); All Other Types of Sites—Breakfast—27.50 cents (1 cent increase), Lunch or Supper—53 cents (1.75 cent increase), Snack—13.75 cents (0.5 cent increase).

Hawaii—Rural or Self-prep Sites—Breakfast—25 cents (0.75 cent increase), Lunch or Supper—46 cents (1.5 cent increase), Snack—12.50 cents (0.25 cent increase); All Other Types of Sites—Breakfast—19.75 cents (0.5 cent increase), Lunch or Supper—38.25 cents (1.25 cent increase), Snack—10 cents (0.5 cent increase).

Administrative Component of 2020 Reimbursement Rates

Administrative Rates in U.S. dollars, adjusted, up or down, to the nearest quarter-cent	All States except Alaska and Hawaii	All States except Alaska and Hawaii	Alaska	Alaska	Hawaii	Hawaii
Site Types	Rural or Self-prep Sites	All Other Types of Sites	Rural or Self-prep Sites	All Other Types of Sites	Rural or Self-prep Sites	All Other Types of Sites
Breakfast	0.2150	0.1700	0.3475	0.2750	0.2500	0.1975
Lunch or Supper	0.3925	0.3275	0.6375	0.5300	0.4600	0.3825
Snack	0.1075	0.0850	0.1725	0.1375	0.1250	0.1000

Authority: Sections 9, 13, and 14, Richard B. Russell National School Lunch Act, 42 U.S.C. 1758, 1761, and 1762a, respectively.

Dated: January 14, 2020.

Pamilyn Miller,

Administrator, USDA Food and Nutrition Service.

[FR Doc. 2020-01607 Filed 1-29-20; 8:45 am]

BILLING CODE 3410-30-P

DEPARTMENT OF COMMERCE**Foreign-Trade Zones Board**

[Order No. 2092]

Reorganization of Foreign-Trade Zone 280 (Expansion of Service Area) Under Alternative Site Framework, Caldwell, Idaho

Pursuant to its authority under the Foreign-Trade Zones Act of June 18, 1934, as amended (19 U.S.C. 81a-81u), the Foreign-Trade Zones Board (the Board) adopts the following Order:

Whereas, the Foreign-Trade Zones (FTZ) Act provides for “. . . the establishment . . . of foreign-trade zones in ports of entry of the United States, to expedite and encourage foreign commerce, and for other purposes,” and authorizes the Board to grant to qualified corporations the privilege of establishing foreign-trade zones in or adjacent to U.S. Customs and Border Protection ports of entry;

Whereas, the Board adopted the alternative site framework (ASF) (15 CFR Sec. 400.2(c)) as an option for the establishment or reorganization of zones;

Whereas, the Southwest Idaho Manufacturers' Alliance, grantee of Foreign-Trade Zone 280, submitted an application to the Board (FTZ Docket B-39-2019, docketed June 18, 2019) for

authority to expand the service area of the zone to include Elmore County, Idaho, as described in the application, adjacent to the Boise, Idaho Customs and Border Protection port of entry;

Whereas, notice inviting public comment was given in the **Federal Register** (84 FR 31021, June 28, 2019) and the application has been processed pursuant to the FTZ Act and the Board's regulations; and

Whereas, the Board adopts the findings and recommendations of the examiner's report, and finds that the requirements of the FTZ Act and the Board's regulations are satisfied;

Now, therefore, the Board hereby orders:

The application to reorganize FTZ 280 to expand the service area under the ASF is approved, subject to the FTZ Act and the Board's regulations, including Section 400.13, and to the Board's standard 2,000-acre activation limit for the zone.

Dated: January 24, 2020.

Jeffrey I. Kessler,

Assistant Secretary for Enforcement and Compliance, Alternate Chairman Foreign-Trade Zones Board.

[FR Doc. 2020-01727 Filed 1-29-20; 8:45 am]

BILLING CODE 3510-DS-P

DEPARTMENT OF COMMERCE**Foreign-Trade Zones Board**

[B-61-2019]

Foreign-Trade Zone (FTZ) 151—Calhoun/Victoria Counties, Texas; Authorization of Production Activity; Caterpillar, Inc. (Tractors and Forestry Machines); Victoria, Texas

On September 27, 2019, the Calhoun/Victoria Foreign Trade Zone, Inc.,

grantee of FTZ 155, submitted a notification of proposed production activity to the FTZ Board on behalf of Caterpillar, Inc., within FTZ 155, in Victoria, Texas.

The notification was processed in accordance with the regulations of the FTZ Board (15 CFR part 400), including notice in the **Federal Register** inviting public comment (84 FR 53673, October 8, 2019). On January 27, 2020, the applicant was notified of the FTZ Board's decision that no further review of the activity is warranted at this time. The production activity described in the notification was authorized, subject to the FTZ Act and the FTZ Board's regulations, including Section 400.14.

Dated: January 27, 2020.

Andrew McGilvray,

Executive Secretary.

[FR Doc. 2020-01726 Filed 1-29-20; 8:45 am]

BILLING CODE 3510-DS-P

DEPARTMENT OF COMMERCE**Foreign-Trade Zones Board**

[B-03-2020]

Foreign-Trade Zone (FTZ) 90—Syracuse, New York; Notification of Proposed Production Activity; PPC Broadband, Inc. (Hardline Coaxial Cables); Dewitt, New York

PPC Broadband, Inc. (PPC Broadband) submitted a notification of proposed production activity to the FTZ Board for its facility in Dewitt, New York. The notification conforming to the requirements of the regulations of the FTZ Board (15 CFR 400.22) was received on January 22, 2020.

PPC Broadband already has authority to produce coaxial cable connectors within FTZ 90. The current request

Note. If you are a U.S. person and 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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, apply for a TIN and 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 U.S. 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 items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third party network transactions, 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.

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 ¹
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 Regulations 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 Regulations 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 2.

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

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, 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 (TIGTA) 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.

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. commonwealths and 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.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

NO BID/PROPOSAL/QUALIFICATIONS FORM

Jaime Kovar
Interim County Purchasing Agent

Office (281) 341-8640

Bid/RFP/RFQ Number: _____

Vendor's not responding to this solicitation are requested to complete and submit this form to:

Jessica.Carabajal@fortbendcountytexas.gov

Please provide your purpose for not responding to this solicitation.

<input type="checkbox"/>	Project size is too large.	
<input type="checkbox"/>	Project size is too small.	
<input type="checkbox"/>	Unable to obtain required bonding.	
<input type="checkbox"/>	Unable to obtain required insurance.	
<input type="checkbox"/>	Not within the scope of our expertise.	
<input type="checkbox"/>	Not equipped to complete this project.	
<input type="checkbox"/>	Can supply item, but it is not competitive.	
<input type="checkbox"/>	Not enough time to respond to this solicitation.	
<input type="checkbox"/>	Do not desire to remain on your notification list.	
<input type="checkbox"/>	Cannot supply item/service by the delivery/completion date.	
<input type="checkbox"/>	Do not provide this type of product. Please remove us from your notification list for this solicitation.	
<input type="checkbox"/>	Not interested in this type of project. Explain:	
<input type="checkbox"/>	Cannot comply with specifications. Explain:	
<input type="checkbox"/>	Other:	

Please complete the below information:

Company Name:	
Mailing Address:	
Physical Address:	
City:	
State & Zipcode:	
Name of Signatory:	
Title of Signatory:	
Signature:	