INVITATION FOR BID AND CONTRACT
FOR PURCHASED MEALS

DATE: ___________, _______

Texas Department of Agriculture
Food and Nutrition Division
P. O. Box 12847
Austin, Texas 78711
Phone (800) TEX-KIDS
Fax (888) 203-6593
Website http://www.squaremeals.org

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INTRODUCTION

This booklet is divided into three parts. **Part A** contains facts about federal and Child and Adult Care Food Program (CACFP) procurement standards. **Part B** is written for the CACFP Institution. It contains a sequence of actions centers should take to meet the United States Department of Agriculture’s (USDA) competitive bidding requirements. The instructions detail how the various forms and other required documents must be completed. **Part C** contains items that **must be** completed by the Institution and sent to each potential bidder.

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Part A

CHILD AND ADULT CARE FOOD PROGRAM
PURCHASING PROCEDURES

In accordance with federal regulations, all Child and Adult Care Food Program (CACFP) Institutions must follow procurement procedures when purchasing foods, supplies, equipment, and services. These procedures ensure that goods and/or services are obtained efficiently and economically. Institutions must maintain records of all procurement procedures for three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State agency, representatives of the U. S. Department of Agriculture, the Institution and the Comptroller General of the United States at any reasonable time. The following is a summary of the procurement procedures outlined in the Child and Adult Care Food Program regulations.

Requirements for Competitive Bidding Using Invitation for Bid and Contract

• The bid specification must describe the desired goods and/or services in clear and precise language. All information essential to bidders should be included, such as sample meals with proper portions size requirements and the CACFP Meal Patterns. Such descriptions should not include information that could restrict competition. Restriction of competition might include the use of brand-name products or a description of a product in such a manner as to limit the bid to one supplier.

• The Invitation for Bid and Contract must be sent to a list of suppliers, e.g., food service management companies, wholesalers, or retailers of the goods and/or services to be bid. A prototype form is included. At a minimum, the Invitation for Bid and Contract must be sent to at least four food service management companies. In the absence of a formal bidders’ list, every effort must be made to contact as many known suppliers as possible. If there are any changes to the Invitation for Bid and Contract, then all prospective bidders must be informed of the changes.

• All proposed contracts must be publicly announced at least 14 calendar days prior to the opening of bids. Advertisements may be placed in area newspapers and/or newspapers of general circulation in the state.

• Notify TDA at least 14 calendar days before the opening of the bids of the time and place of the bid opening.

• The public bid opening must be held at the date, time, and place specified in the newspaper advertisement. Any bids received prior to the final deadline for bid submission must be kept unopened in a secure place. Bids received after the deadline should be returned unopened to the bidders. All bids must be publicly opened and read aloud. All bidders and bid amounts should be recorded.
• The lowest responsible bidder meeting the specifications of the Invitation for Bid and Contract must be accepted. To ensure all bidders are responsible firms, each Institution should request, in writing:
  
  o a history of the supplier’s business, i.e., the annual volume of business done each year;
  o length of time the supplier has been in business; and
  o the number of employees food service management company employees.

• All bids totaling $50,000 or more must be submitted to TDA for approval before acceptance. TDA will respond to request for approval within 10 working days of receipt.

• All bids must be submitted to TDA for approval before accepting a bid which exceeds the lowest bid. TDA will respond to request for approval within 10 working days of receipt.

• Inform TDA of the reason for selecting the food service management company chosen. (Note: TDA may require that you submit copies of all bids submitted under this section.)

• Submit a copy of the executed contract to TDA before beginning operations under the contract.
  
  o Before executing contract, submit request in writing to TDA for each proposed additional provision to the standard form of contract for approval.
INSTRUCTIONS FOR COMPLETING
THE INVITATION FOR BID AND CONTRACT

Step 1  READ INSTRUCTIONS—Read the instructions and the contract thoroughly.

Step 2  CREATE CONTRACT FORM—Institutions should use the Invitation for Bid and Contract prototype provided by the Texas Department of Agriculture, Food and Nutrition Division (found in this packet).
- Addendums to the prototype may be attached to the contract if needed. However, requests for changes to prototype must be submitted in advance and in writing to TDA for approval. TDA will send written approval/denial of change back to Institution.
- If there are any changes to the bid/contract after sending out packets, all prospective bidders must be informed of the changes.

Step 3  CREATE MENUS—You must develop a menu cycle of at least 10 days for each meal type you wish to receive bids upon.
- The purpose of this sample menu is to provide the food service management company an example of the type and content of meals for which bids are being solicited.
- All menus must be stated by specific food item and portion size for each component to ensure all meals meet the minimum quality and quantity standards as set forth in CACFP Meal Patterns.
- You may not use a food service management company’s menus. This is unfair to potential bidders.
- A sample five-day menu, for children ages 3–5 years, is included in this booklet. Instructions for Developing Menus is also part of this packet.
- All CACFP Institutions must have menus approved by the Texas Department of Agriculture, Food and Nutrition Division (TDA) staff prior to solicitation of bids. Approval of menus may take up to three weeks.

Step 4  DEFINE SPECIFICATIONS—The Institution must complete the following items on the Invitation for Bid and Contract before sending it to the food service management company to solicit bids.
- Section A—Soliciting Institution
  1. Name, address, and telephone number of the Institution, and the name of the Institution’s contact person
  2. Bid Number—You must assign a bid number before submitting to the food service management company for bid
  3. Bid Opening—Date, time, and location of bid opening
  4. Contract Commencement Date
  5. Contract Expiration Date
- Section B—Certificate of Independent Price Determination
  - Bidder must check appropriate box in section (b) and sign, state title of signatory, and date Certificate.
  - Institution must sign Certificate when it accepts Bidder’s bid.
• **Section D—Scope of Services**
  1. Insert the word *inclusive* or *exclusive* as applicable regarding milk being part of the meal being bid.
  2. No action needed.
  3. Enter *Dates of Operation* and *Number of Serving Days* for the week service is expected.

• **Section E—Unit Price Schedule and Instructions**
  1. Complete Unit Price Schedule chart.
  5. Insert day of week by which Institution will place order for meals with food service management company.

• **Section F—General Conditions**
  6. Insert insurance coverage amounts required by Institution.
  9. Emergencies may occur with the contractor. Indicate in the blank how many hours you are willing to wait for meals before you will not make payment for the meal.
  10. Insert appropriate Consumer Price Index for regional index.

• **Schedule A—Program Centers**
  1. List each Center for which you are requesting meals. Include the name, address, telephone number, and contact person.
  2. Also indicate the quantity of meals, delivery time for each meal, and the beginning and ending date for each Center.

• **Schedule B—Menu Cycle**
  Attach a copy of the sample menus approved by TDA staff.

• **Schedule C—Meal Pattern for Children**
  Attached is a copy of the CACFP Meal Pattern for Children, ages 3–5 years. TDA also has a meal pattern for adults available upon request.

• **Certification Regarding Debarment, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions**
  Each responsive bidder must include a certification statement with each bid to ensure the Institution does not enter into a contract with a debarred or suspended company or individual. By signing the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.

  An Institution may rely upon the certification statement submitted by a bidder unless Institution personnel know the certification is in error. In such cases, the Institution should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.

• **Certification/Disclosure Requirements Related to Lobbying**—The contractor will need to complete the certification and if applicable, the Disclosure of Lobbying Activities form when the contract is in excess of $100,000.

• Contract and specifications should be reviewed by TDA staff prior to solicitation of bids. Review may take up to four weeks.
Step 5  **NEWSPAPER ADVERTISEMENT**—Develop a newspaper advertisement that must include, at a minimum:
- Name and address of your organization
- Proposed operating days of the food service
- Types and estimated number of meals to be served daily
- Locale where program will operate
- Statement of the amount of bid bond, if required
- Statement that a 10 percent performance bond may be required of the successful bidder
- Due date of the bid
- Time and place of the bid opening
- Statement that contracts are subject to review by the Texas Department of Agriculture, Food and Nutrition Division
- Send copy of advertisement to TDA office for review prior to publication

Submit the newspaper advertisement to the media so it is published at least 14 days prior to the bid opening. At a minimum, you must submit this advertisement to a paper of general circulation located in your county. Keep a copy of the printed advertisement for your files.

Step 6  **BIDDERS’ LIST**—Develop a bidders' list. This list must include four food service management companies at a minimum, preferably more. Add names to this list as bidders request the Invitation for Bid and Contract packet based on your newspaper advertisement.

Step 7  **CREATE COVER LETTER**—Create a cover letter to attach to your Invitation for Bid and Contract packet sent to potential bidders. A sample food service management company cover letter is enclosed.

Step 8  **MAKE COPIES**—Make copies of the *Invitation for Bid and Contract* for every food service management company on your bidders’ list.

Step 9  **ASSIGN A BID NUMBER AND RECORD THE DATE**—Assign a bid number and record the date materials are mailed to the food service management company.

Step 10  **MAIL**—Mail a copy of the cover letter and Invitation for Bid and Contract to each food service management company on your bidders' list.

Step 11  **AWARD**—Bid Award and Contract Procedures

- Sealed bids returned to you must be securely held until the date and time of the public bid opening.
- On the day of the public bid opening, open and read all bids received on or before the due date. Record all bids and no bids received.
- You may accept a bid and communicate this acceptance to the food service management company you have selected only if their bid is the lowest bid that meets all specifications.
- If you receive only one bid, you must not award the contract until it has been approved by the Texas Department of Agriculture, Food and Nutrition Division.
• If the bid you selected is not the lowest bid, before communicating your acceptance to the food service management company you selected, you must submit the following to TDA:
  1. A copy of all bids received, including all attachments.
  2. The reasons for selecting a bid other than the low bid.
  3. This office will respond to your request within ten working days.

Step 12 FINALIZE CONTRACT
• Complete Section A by signing at the bottom in the Acceptance of Contract section.
• Complete Section B (b)—Certification of Independent Price Determination for Institution.
• Submit to TDA a copy of the completed contract, a copy of the food service management company’s health inspection report, actual newspaper advertisement with published date, and a list of all bidders and no bid responses. Also include a copy of the bid and performance bonds, if applicable.**

**If the bid exceeds $100,000, obtain a 10 percent performance bond from the food service management company within ten days of the award of the contract.

Step 13 AWARD CONFERENCE—Arrange an award conference with the food service management company to discuss the contract terms.

Step 14 SUBMIT DOCUMENTATION—Submit the following information to TDA
• Signed contract
• Actual newspaper advertisement with published date
• List of all bidders and no bid responses
• Health Inspection report of accepted food service management company
CHECKLIST OF DOCUMENTATION

Send the Following to TDA for Review Prior to Solicitation of Bids

_____ A. Menus
_____ B. Newspaper advertisement information
_____ C. Sample letter to food service management company
_____ D. Contract and specifications

Publication of Solicitation of Bids

_____ E. Submit newspaper advertisement to the media at least 14 days prior to the bid opening date
_____ F. Develop bidders’ list
_____ G. Mail a copy of the cover letter and an Invitation for Bid and Contract to each food service management company on your bidders’ list and any interested food service management companies who request to bid

Award Contract

_____ H. Sealed bids returned to you must be securely held until the date and time of the public bid opening
_____ I. On the day of the public bid opening, open and read all bids received on or before the due date
_____ J. Award contract (see details in Steps 10 and 11)

Submit Documents to TDA

_____ K. Copy of accepted signed contract
_____ L. Actual newspaper advertisement with published date
_____ M. List of all bidders and no bid responses
_____ N. Health inspection report from accepted food service management company
INSTRUCTIONS FOR DEVELOPING MENUS

All Institutions contracting with a food service management company are required to send sample menus to potential food service management company. You may use the menu forms supplied by the Texas Department of Agriculture, Food and Nutrition Division (TDA), which you will find in this package, or menus may be developed in a format of your choice but must contain all the information on the sample forms. The CACFP Children’s Meal Pattern Chart is also included in this package.

You may use the sample menus provided or may change them to suit your needs.

1. Use the appropriate form or format for each meal type to be served.
2. Indicate at the top of the form the age group that you are serving.
3. The Sample Menus are for your use. TDA’s Food and Nutrition staff will review your menus and determine whether the components meet meal pattern requirements.
4. List the meal components on the proper item line. Each menu must include at least one item for each required component listed. Items listed under O/F (other foods) on the breakfast and lunch menus are not required. When using the supplement menu, two of the four items are required.
5. List the portion size for each component. Portions must be listed in the appropriate weight, measure, or serving.

When serving foods that contain more than one required component, list the components and the portions separately. Example: Lasagna-M/MA: ground beef, 1.5 ounces; cheese, .5 ounces; G/B: noodles, 1/4 cup; garlic bread, two ounces.
6. A menu cycle with ten days must be submitted.
7. The menus must be submitted for approval with the proposed bid packet. If it becomes necessary to change the approved menus, the Institution must be careful that the menu meets all the requirements of a reimbursable meal. FSMC must make menu change requests in writing to Institution and Institution must give FSMC written approval for the menu change.
## Sample Menus for Children Ages 3–5

### Day 1

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<tr>
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<th>LUNCH OR DINNER</th>
<th>SUPPLEMENT/SNACK</th>
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</thead>
<tbody>
<tr>
<td><strong>Food Item</strong></td>
<td><strong>Portion Size</strong></td>
<td><strong>Food Item</strong></td>
</tr>
<tr>
<td>M/MA</td>
<td>Pizza (1 oz meat, ½ oz cheese)</td>
<td>1½ oz</td>
</tr>
<tr>
<td>F/V</td>
<td>Strawberries ½ c</td>
<td>F/V-1 Raw Carrot Strips ¼ c</td>
</tr>
<tr>
<td>B/G</td>
<td>Cinnamon Raisin Bagel .5 oz</td>
<td>G/B Crust (on pizza) .5 oz</td>
</tr>
<tr>
<td>M</td>
<td>1% Chocolate Milk ¾ c</td>
<td>M 1% Milk ¾ c</td>
</tr>
<tr>
<td>O/F</td>
<td>Cream Cheese 1 T</td>
<td>O/F Dip for Carrots 2 T</td>
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### Day 2

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</thead>
<tbody>
<tr>
<td><strong>Food Item</strong></td>
<td><strong>Portion Size</strong></td>
<td><strong>Food Item</strong></td>
</tr>
<tr>
<td>M/MA</td>
<td>Teriyaki Chicken (1 piece)</td>
<td>1½ oz</td>
</tr>
<tr>
<td>F/V</td>
<td>Apricot Halves ½ c</td>
<td>F/V-1 Fruit Cocktail ¼ c</td>
</tr>
<tr>
<td>B/G</td>
<td>French Toast 1.1 oz</td>
<td>G/B Fried Rice (1/2 serving G/B) ¼ c serving</td>
</tr>
<tr>
<td>M</td>
<td>1% Milk ¾ c</td>
<td>M 1% Milk ¾ c</td>
</tr>
<tr>
<td>O/F</td>
<td>Syrup Margarine 1 T 1 t</td>
<td>O/F</td>
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### Day 3

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</thead>
<tbody>
<tr>
<td><strong>Food Item</strong></td>
<td><strong>Portion Size</strong></td>
<td><strong>Food Item</strong></td>
</tr>
<tr>
<td>M/MA BBQ Beef Sandwich</td>
<td>1½ oz beef</td>
<td>M/MA</td>
</tr>
<tr>
<td>F/V Banana</td>
<td>½ c</td>
<td>F/V-1 Coleslaw</td>
</tr>
<tr>
<td>F/V-2 Sliced Tomatoes</td>
<td>¼ c</td>
<td></td>
</tr>
<tr>
<td>B/G Toasted Raisin Bread</td>
<td>.5 oz</td>
<td>G/B Bun (with sandwich)</td>
</tr>
<tr>
<td>M 1% Chocolate Milk</td>
<td>¼ c</td>
<td>M 1% Milk</td>
</tr>
<tr>
<td>O/F Margarine</td>
<td>1 t</td>
<td>O/F</td>
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### Day 4

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<tbody>
<tr>
<td><strong>Food Item</strong></td>
<td><strong>Portion Size</strong></td>
<td><strong>Food Item</strong></td>
</tr>
<tr>
<td>M/MA Hot Turkey</td>
<td>1.5 oz</td>
<td>M/MA</td>
</tr>
<tr>
<td>F/V Orange Sections</td>
<td>½ c</td>
<td>F/V-1 Pineapple Cubes</td>
</tr>
<tr>
<td>F/V-2 Steamed Broccoli</td>
<td>¼ c</td>
<td></td>
</tr>
<tr>
<td>B/G Pancake</td>
<td>.6 oz</td>
<td>G/B Dinner Roll</td>
</tr>
<tr>
<td>M 1% Milk</td>
<td>¼ c</td>
<td>M 1% Milk</td>
</tr>
<tr>
<td>O/F Maple Applesauce Topping</td>
<td>2 T</td>
<td>O/F</td>
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## Day 5

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</tr>
</thead>
<tbody>
<tr>
<td><strong>Food Item</strong></td>
<td><strong>Portion Size</strong></td>
<td><strong>Food Item</strong></td>
</tr>
<tr>
<td>M/MA Tuna Patty (1½ oz fish, ½ serving bread)</td>
<td>1½ oz</td>
<td>M/MA</td>
</tr>
<tr>
<td>F/V Apple Wedges</td>
<td>½ c</td>
<td>F/V-1 Green Beans</td>
</tr>
<tr>
<td>F/V-2 Oven Fries</td>
<td>¼ c (8 strips)</td>
<td></td>
</tr>
<tr>
<td>B/G English Muffin</td>
<td>.5 oz</td>
<td>G/B Breading (with patty)</td>
</tr>
<tr>
<td>M 1% Milk</td>
<td>¾ c</td>
<td>M 1% Milk</td>
</tr>
<tr>
<td>O/F Jam</td>
<td>1 T</td>
<td>O/F</td>
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**ARCHIVE**
Dear:

Attached is a copy of the Invitation for Bid and Contract for the Child and Adult Care Food Program (CACFP). My organization, (Name of Your Organization) is accepting bids for meal service. Our program serves children in a day care setting. We are soliciting bids for (Type of Meal Requested; i.e., hot pre-plated, hot bulk, cold bag, or cold bulk) for the meals periods of (Choose All Appropriate—Breakfast, Lunch/Supper, Supplement) as defined on Schedule A (listing of sites and number of meals required), beginning (Month/Day/Year) and ending (Month/Day/Year).

Any food service management company who is awarded this contract must agree to adhere to the menus, specifications, and conditions stated in the attached Invitation for Bid and Contract. In addition, the food service management company must agree to provide accurate and final billing for services to this organization within (Number) days following the end of the billing period.

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

1. Section A, Total Estimated Amount of Bid, Unit Price per Meal Type and Prompt Payment Discount
2. Section B, Certificate of Independent Price Determination
3. Section G, Clean Air and Water Certification
4. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
5. Certificate Regarding Lobbying, Disclosure of Lobbying Activities

Please return your bid along with a copy of your current health certificate to (Address to Where Bids Are to Be Returned). All bids must be received no later than (Date and Time of Opening) at which time they will be opened and read.

If you have any additional questions regarding the Invitation for Bid and Contract, please contact (Name and Phone Number of Your Organization’s Contact Person).

Sincerely,

(Name of Institution Representative)
Texas Department of Agriculture
Food and Nutrition Division
P. O. Box 12847
Austin, Texas 78711

Document to Record Information as Bids Are Opened

DATE

INSTITUTION

CHILD AND ADULT CARE FOOD PROGRAM (CACFP)
AGREEMENT NUMBER

ATTENDANCE

BIDS RECEIVED (copies attached)
GUIDELINES FOR ESTABLISHING GOOD
FOOD SERVICE MANAGEMENT COMPANY COMMUNICATION AND
MONITORING FOOD SERVICE MANAGEMENT COMPANY PERFORMANCE

- Visit the food service management company’s preparation facility to determine if it meets your standards.

- Conduct a meeting with your food service management company so that everyone’s expectations are known.

- Open the lines of communication with your food service management company and keep them open.

- Conduct random quality tests on meals.

- Notify food service management company immediately when meals do not meet guidelines.
  - Document all food service management company non-performance issues.
  - Notify food service management company of all non-performance issues and request corrective action in writing.

- Thoroughly review and familiarize staff with the terms of the contract and instruct all site staff on what to expect from the food service management company.

- Instruct staff to verify all deliveries before signing the delivery receipt. If possible, designate one person to verify and receive deliveries.

- Ensure meals are delivered complete, fresh, and on time.

- Have thermometers and measuring instruments on hand at each site to determine food temperatures and quantities.

- Record any menu substitutions the food service management company makes. Substitutions must be kept to a minimum. In addition, the Institution must record substitutions on the menu that is filed to document meal history.

- The following checklist can be used when receiving meals from a food service management company.
  - Assure that the exterior packaging is in agreement with specifications (corrugated cartons, thermal totes, etc.).
  - Assure that the number of unitized meals delivered agrees with the order level requested and the delivery invoice.
  - Assure that the condition of the unitized meals received is suitable (no broken or open packages).
  - Check to see if the meal delivered for a specific day is the same as specified on that day’s cycle menu.
  - Check the appearance of the meal for attractiveness and eye appeal.
  - Assure all of the food components of the meal are included and in the appropriate serving size.
  - Inspect the components of the meal for quality by visually evaluating each component.
o Meat/Meat Alternate—Check for freshness, color, freedom from odor, properly cooked or processed.

o Vegetable/Fruit—Check for ripeness or maturity, damage, uniformity in color and size.

o Milk—Check for the pull date, leaks, curdling, and freezing.

o Grain/Bread—Check item weights to see if they conform to portion size requirements. Also, check the items for freshness.
Part C

Section 1 INVITATION FOR BID AND CONTRACT

This document contains an invitation to bid for the furnishing of meals (unitized if applicable) to be served to children participating in the Child and Adult Care Food Program established by the United States Department of Agriculture (7 CFR, Part 226) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the Institution.

The Texas Department of Agriculture does not in any way become a party to any contract between an Institution and a food service management company. The Institution has full responsibility for ensuring that the terms of the contract are fulfilled. The Texas Department of Agriculture has no involvement with the enforcement of this contract; however, payment can be denied for all meals received under an invalid contract.

Soliciting Institution:

Name of Institution/Contact: ____________________________

Bid Number: ____________________________

Bid Issue Date: ____________________________

Bid Opening: Date: ____________________________

Time: ____________________________

Street Address: ____________________________

City, State, and Zip Code: ____________________________

Location: ____________________________

Telephone Number: ____________________________

Contract Commencement Date: October 1, 20_____

Contract Expiration Date: September 30, 20_____ (To be inserted by the bidder)

Total Estimated Amount of Bid: $ ____________________________

Prompt Payment Discount: % For Payment Within ________ Days (To be inserted by the bidder)
<table>
<thead>
<tr>
<th>Meal Type</th>
<th>Estimated Meals Per Day</th>
<th>Estimated Number of Serving Days</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td></td>
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</tr>
<tr>
<td>AM Supplements</td>
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</tr>
<tr>
<td>Lunch</td>
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<tr>
<td>PM Supplements</td>
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<td></td>
</tr>
<tr>
<td>Supper</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Estimated Amount of Bid</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By submission of this bid, the bidder certifies that, in the event he receives an award under this solicitation, he shall operate in accordance with all applicable, current program regulations. This agreement shall be in effect for one year, and may be renewed by mutual agreement with the option to renew yearly, not to exceed two additional years.

Name of Bidder: ______________________________

By: __________________________________________

Signature of Bidder (in ink)

Street Address: ________________________________

City, State, and Zip Code: ____________________________

Print or Type Name of Bidder: ____________________________

Telephone Number: ________________________________

Date: ____________________________

Title: ________________________________

ACCEPTANCE

Contract Number: ____________________________

Institution Name: ____________________________

Institution Signature

Title: ____________________________
Section 2  

Certificate of Independent Price Determination

(a) By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organizations, that in connection with this procurement:

(1) 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;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

☐ He 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 has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above; or

☐ He 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 has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

______________________________
Signature of food service management company’s authorized representative

Title ________________________________________ Date _______________

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

______________________________
Signature of Authorized Institution Representative

Note: Institution and Bidder shall execute this Certificate of Independent Price Determination.
Section 3 - Instructions to Bidders

1. Definitions

As used herein:

a) The term “bid” means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.

b) The term “bidder” means a food service management company submitting a bid in response to this Invitation for Bid.

c) The term “contractor” means a successful bidder who is awarded a contract by an Institution under the Child and Adult Care Food Program under the U. S. Department of Agriculture.

d) The term “food service management company” means an organization, other than a public or private nonprofit school, with which an Institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program.

e) The term “Invitation for Bid”, hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the Institution.

f) The term “Institution” means the Child and Adult Care Food Program Institution which issues this IFB.

g) The term “unitized meal” means an individual preportioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms shall have the meanings ascribed to them in the Child and Adult Care Food Program regulations.

2. Submission of Bids

a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so shall be at the bidder’s risk.

b) Bids shall be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked “original” shall be governing should there be a variance between that copy of the bid and other copies submitted by the bidder. **No change in the specifications or general conditions are allowed.** Erasures on this bid shall be initialed by the bidder prior to submission.

c) A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.
Failure to comply with any of the above shall be reason for rejection of the bid.

3. **Explanation to Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an IFB shall be furnished to all prospective bidders as an amendment to the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. **Acknowledgment of Amendments to IFBs**

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

5. **Discounts**

Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than 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 Institution indicates that such discounts are generally taken).

6. **Bidders Having Interest in More than One Bid**

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

7. **Time for Receiving Bids**

Sealed bids shall be deposited at the address specified on the IFB of the Institution no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

8. **Error in Bids**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so shall be at the bidder’s own risk and he cannot secure relief on the plea of error.

9. **Award of Contract**

a) The contract will be awarded to the lowest bidder meeting the specifications.

b) The Institution reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.
c) The Institution reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract. Other factors that may be considered include, but are not limited to the bidder’s integrity, compliance with public policy, disqualification from participation in the CACFP, and financial and technical resources.

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

a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).

b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

c) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U. S. Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term “postmark” means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. Postal Service.)

Section 4 - Scope of Services

1. Contractor agrees to deliver meals (unitized if applicable) * ____________ of milk to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.

2. All meals furnished must meet or exceed U. S. Department of Agriculture requirements set out in 7 Code of Federal Regulations, section 226.20 and in Schedule C, attached hereto and made a part hereof.

3. Contractor shall furnish meals as ordered by the Institution during the period of ** ____________ to ** ____________. Meals shall be served *** ________ days a week.

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

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

*** Institution shall insert appropriate number of serving days.
Section 5 - Unit Price Schedule and Instructions

1. Bidders are asked to submit prices on the UNIT PRICE SCHEDULE on the following meal types meeting the contract specifications set forth in Schedule C for meals to be delivered to all of the centers stated in Schedule A.

For example:

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Meal Type</td>
<td>Estimated Servings per Day</td>
<td>Estimated</td>
<td>Unit Price</td>
</tr>
<tr>
<td></td>
<td>Breakfast (unitized meal)</td>
<td>50</td>
<td>200</td>
<td>$.90</td>
</tr>
<tr>
<td></td>
<td>Lunch</td>
<td>100</td>
<td>200</td>
<td>$1.70</td>
</tr>
</tbody>
</table>

UNIT PRICE SCHEDULE

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Completed by Institution)</td>
<td>(Completed by Institution)</td>
<td>(Completed by Institution)</td>
<td>(Completed by Contractor)</td>
<td>(Completed by Institution)</td>
</tr>
<tr>
<td>Meal Type</td>
<td>Estimated Servings per Day</td>
<td>Estimated Number of Serving Days</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>_______</td>
<td>_______</td>
<td>_______</td>
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<td>_______</td>
<td>_______</td>
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<td>_______</td>
<td>_______</td>
</tr>
</tbody>
</table>

A. **Institution** shall indicate which meal types the contractor will be providing meals for during the contract period. If unitized meals will be required, the Institution must indicate so by placing “unitized meal” in parenthesis after the meal type.
B. **Institution** shall fill in the estimated number of meals that will be served each day by meal type during the contract period.

C. **Institution** shall fill in the number of anticipated operating days that meals will be served during the contract period.

D. The **food service management company** shall insert the appropriate unit price for each meal type as indicated by the Institution.

E. **Institution** shall calculate total price by multiplying B x C x D.

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

Bidders shall submit their bids on an “all or none” basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the Institution during the term of the contract to secure all its needs from the successful contractor and such contract shall bind the contractor to perform all such work ordered by the Institution at prices specified in the contract. Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the Institution. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

Requirements Contract

a) This is a requirements contract for the Services specified in Section A and Schedules attached herein and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Institution’s requirements for services set forth in Section A and the Schedules do not result in orders in the amounts or quantities described as “estimated,” such event shall not constitute the basis for an equitable price adjustment under this contract.

b) The Institution shall not be required to purchase from the contractor any minimum number of requirements.

c) The Institution may issue orders that provide for delivery to or performance at multiple destinations.

d) The Institution shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in Section A and the Schedules will be dependent upon the needs and requirements of the Institution.

2. **Pricing**

All bidders must submit bids on the same menu cycle provided by the Institution. Bid price must include price of food, milk (if applicable), packaging, transportation and all other related costs (e.g., condiments, utensils, etc.).
3. Evaluation of Bidders

Each bidder will be evaluated on the following factors:

a) Financial capability to perform a contract of the scope required.

b) Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards.

c) Integrity, compliance with public policy, record of past performance, and financial and technical resources.

d) Other factors such as transportation capability, sanitation, and packaging.

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

4. 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 Institution.

5. Meal Orders

The Institution will order meals on (insert day of week) preceding the week of delivery; orders will be placed for the total number of days in the succeeding week. Orders will include breakdown totals for each center and each type of meal.

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

6. Menu-Cycle Change Procedure

Delivered meals shall be delivered on a daily basis in accordance with the menu cycle that appears in Schedule B. Deviation from this menu cycle shall be permitted only upon authorization, in writing, of the Institution. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he shall notify the Institution immediately so substitutions can be agreed upon. The Institution reserves the right to suggest menu changes within the food service management company’s food cost periodically throughout the contract period.

7. Noncompliance

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

8. Specifications

A. Packaging

1. Hot Meal Unit-Packaging suitable for maintaining meals in accordance with local health
   standards. Container and overlay should have an air-tight closure, be of non-toxic
   material, and be capable of withstanding temperatures of 400° or (204°C) or higher.

2. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and
   non-toxic.

3. Cartons - Each carton shall be labeled. Label to include:
   a) Processor’s name and address (plant);
   b) Item identity, meal type;
   c) Date of production; and
   d) Quantity of individual units per carton.

4. Meals shall be delivered with the following nonfood items: condiments, straws, napkins,
   single service ware, etc. Institution shall insert nonfood items that are necessary for the
   meal to be eaten.

B. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than
24 hours prior to delivery.

C. Food Specifications

Bids are to be submitted on the menu cycle and specifications included as Schedule B and
shall include, as a minimum, the portions specified by the U. S. Department of Agriculture
for each meal, which are included in Schedule C to this IFB.

All meat and meat products, except sausage products, shall have been slaughtered, processed
and manufactured in plants inspected under a U. S. Department of Agriculture approved
inspection program and bear the appropriate seal. All meat and meat products must be
sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

Product Specifications: Milk and milk products are defined as “...fluid types of pasteurized
flavored or unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which
meet State and local standards for such milk...”. Milk delivered hereunder shall conform to
these specifications.
Section 6 - General Conditions

1. Delivery Requirements

A. Delivery shall be made by the contractor to each center in accordance with the order from the Institution.

B. Meals shall be daily delivered, unloaded, and placed in the designated center by the contractor’s personnel at each of the locations and times listed in Schedule A.

C. Meals delivered to outside-school-hours care centers shall be unitized unless otherwise specified.

D. The contractor shall be responsible for delivery of all meals and dairy products at the specified time.

E. 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.

F. The Institution reserves the right to add or delete centers. This shall be done by amendment of Schedule A. Deletion or addition of centers will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting centers shall be negotiated and noted in the modification. The contractor’s invoice shall show the cost as a separate item for that center.

2. Supervision and Inspection

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

3. Record Keeping

A. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the center personnel and one for the Institution. Delivery tickets must be itemized to show the number of meals of each type delivered to each center. Designees of the Institution at each center or home will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Institution only if signed by the Institution’s designee at the center.

B. The contractor must submit all invoices incurred pertaining to the center’s food service operation within 30 days of the last day of each month or the final day of the program.

C. The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
D. The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State agency, representatives of the U. S. Department of Agriculture, the Institution and the Comptroller General of the United States at any reasonable time and place.

4. Method of Payment

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

B. For the purpose of computing payment, no payment will be made to food service management company for meals that: (i) delivered outside of the agreed upon delivery time; (ii) are spoiled or unwholesome at the time of delivery; or (iii) do not otherwise meet the meal requirements contained in this contract.

5. Inspection of Facility

A. The Institution, the State agency and the U. S. Department of Agriculture reserve the right to inspect the contractor’s preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

B. The contractor’s facilities shall be subject to periodic inspections by USDA, State and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with U. S. Department of Agriculture regulations.

C. The contractor shall provide for meals that it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards that 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 these inspections shall be submitted to the Institution and to the State agency.

6. Insurance

Food service management company shall maintain the insurance coverage set forth below provided by insurance companies authorized to do business in the State of Texas. A Certificate of Insurance of the food service management company’s insurance coverage indicating these amounts must be submitted at the time of award:

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

2. Automobile Liability coverage with a $ _________ Combined Single Limit.

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3. Workers' Compensation-Statutory; Employer's Liability with a combined single limit of $___________.
4. Excess Umbrella Liability with a combined single limit of $___________.
5. Institution shall be included as an additional insured on General Liability, Automobile and Excess Umbrella policies.
6. The contract of insurance shall provide for notice to Institution of cancellation of insurance policies 30 days before such cancellation is to take effect.
7. Notwithstanding any other provision of this Contract, Institution shall not be liable to the food service management company for any indemnity.

7. Availability of Funds

The Institution shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child and Adult Care Food Program. It is further understood that, in the event of cancellation of the contract, the Institution shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

8. Number of Meals and Delivery Times

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

9. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Institution by telephone or telegram of the following: a) the impossibility of on-time delivery; b) the circumstance(s) precluding delivery; and, c) a statement of whether succeeding deliveries will be affected. No payments will be made for deliveries made later than *__________ hours after specified meal time. (* The Institution shall set time so that it does not pay for meals it cannot serve to children and claim for reimbursement under the CACFP.)

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

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

10. Buy American

Contractor acknowledges that, to the extent required by 7 CFR § 250.23, Contractor must, whenever possible, purchase only food products that are produced in the United States.
11. **Length of Contract/Allowable Price Increase**

This contract will be in effect for one year beginning October 1, 20___, and ending on September 30, 20___, with options to renew yearly, not to exceed two additional years. Renegotiation of the price charged to the Institution 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 [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)] (“CPI”) and will be allowed only if agreed to and approved in advance by Institution. CPI Fee increases for the upcoming contract renewal year must be documented through a cost analysis and submitted to Institution by April 1 of each year. No other fee increases will be allowed.

12. **Termination**

a) This contract may be terminated for cause by Institution or food service management company with thirty days written notification.

b) The Institution reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The Institution shall notify the contractor of specific instances of noncompliance, in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Institution shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.

c) The Institution shall, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the Institution that gratuities in the form of entertainment, gifts, favors, anything of monetary value or otherwise were offered or given by the contractor or contractor’s employees or subcontractors to any officer, employee or agent of the Institution.

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

e) The rights and remedies of the Institutions provided in this clause, shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

13. **Trade Secrets and Proprietary Information**

Any discovery, invention, software or program, the development of which is paid for by Institution, shall be the property of the Institution to which TDA and USDA shall have unrestricted rights.
14. **Subcontracts and Assignments**

The contractor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the Institution, this contract or any interest therein.

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

**Section 7 - General Provisions**

**Equal Opportunity**

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor [41 CFR ch. 60].)

During the performance of this contract, the contractor agrees as follows:

a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.

c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers’ representative of the contractor’s commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
f) In the event of the contractor’s noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

g) The contractor will include the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or Institution. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or Institution as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
Clean Air and Water

(Applicable only if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41 USC 1857c-8(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

a) The contractor agrees as follows:

i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.

ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).

b) The terms used in this clause have the following meanings:

i) The term “Air Act” means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].

ii) The term “Water Act” means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].

iii) The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].
iv) The term “Clean Water Standards” means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].

v) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

vi) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

The bidder certifies as follows:

a) Any facility to be utilized in the performance of this proposed contract has ☐, has not ☐ been listed on the Environmental Protection Agency List of Violating Facilities.

b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

_____________________ ______________________________________________________
(Date)    Signature  of Authorized Representative, Bidder
Energy Policy and Conversation Act (P. L. 94-163)

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163.)

Contract Work Hours and Safety Standards Act-Overtime Compensation

The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the “Act”), 40 U.S.C. §§ 327-330, as supplemented by Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, contractor shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants’ responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register, pages 4722-4733. Copies of regulations may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

______________________________________________________________________________
Organization Name                   PR/Award Number or Project Name
______________________________________________________________________________
Name(s) and Title(s) of Authorized Representative(s)

______________________________________________________________________________
Signature(s)                       Date

Form AD-1048  (1/92)
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)
Section 9

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [Name of Institution] in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [Name of Institution] in connection with this Federal grant 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 covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_______________________________________
Name/Address of Organization

_______________________________________
Name/Title of Submitting Official

_______________________________________        ________________________
Signature             Date
## 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

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>___ a. contract</td>
<td>___ a. bid/offer/application</td>
<td>___ a. initial offering</td>
</tr>
<tr>
<td>___ b. grant</td>
<td>___ b. initial award</td>
<td>___ b. material change</td>
</tr>
<tr>
<td>___ c. cooperative agreement</td>
<td>___ c. post-award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>___ d. loan</td>
<td></td>
<td>Year ________</td>
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<tr>
<td>___ e. loan guarantee</td>
<td></td>
<td>Quarter ________</td>
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<tr>
<td>___ f. loan insurance</td>
<td></td>
<td>Date of last report ________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name &amp; Address Of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime</td>
<td></td>
</tr>
<tr>
<td>☐ Sub-awardee, Tier ___, if known</td>
<td></td>
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<tr>
<td>________ Congressional District, if known:</td>
<td>________ Congressional District, if known:</td>
</tr>
</tbody>
</table>

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<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
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<td></td>
<td>CFDA Number, if applicable: ________________</td>
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</table>

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<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
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<tr>
<th>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</th>
<th>b. Individuals Performing Services (Incl. Address if different from No. 10a) (last name, first name, MI):</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Attach continuation sheet(s) if</td>
<td></td>
</tr>
</tbody>
</table>

11. Amount of Payment *(check all that apply)*:

- $ ______________
- [ ] Actual
- [ ] Planned

12. Form of Payment *(check all that apply)*:

- [ ] a. cash
- [ ] b. in-kind; specify:
  - nature ______________
  - value ______________
- [ ] c. contingent fee
- [ ] d. deferred
- [ ] e. deferred
- [ ] f. other; specify: __________________________

13. Type of Payment *(check all that apply)*:

- [ ] a. retainer
- [ ] b. one-time fee
- [ ] c. commission
- [ ] d. contingent fee
- [ ] e. deferred
- [ ] f. other; specify: __________________________

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:

(Attach continuation sheet(s) if necessary)

15. Continuation Sheet(s) attached: [ ] Yes [ ] No

16. Information requested through this form is authorized by article 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 reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to 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 of:

Standard Form – LLL
PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities
This disclosure form shall be completed by the reporting entity, whether sub-awardee 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-award 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, subgrants, 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

## CENTERS WHERE PROGRAM WILL OPERATE

<table>
<thead>
<tr>
<th>Name of Centers where Program will operate</th>
<th>Address of Center and Telephone Number</th>
<th>Authorized Designee</th>
<th>Type of Meal</th>
<th>Estimated Quantity of Meals</th>
<th>Delivery Time for Each Meal</th>
<th>Beginning and End Date of Program at Center</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>B _______</td>
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<td>Beginning Date</td>
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45
SCHEDULE B

Child and Adult Care Food Program

MENU CYCLE

Institution shall attach a menu cycle for each meal type for bid. Menu cycle must be a minimum of 10 days and may be longer if desired by the Institution. The Institution will use the menus to determine the bid price. Prior to submitting for bid, the menu cycle must be approved by TDA’s Food and Nutrition Division. The approved menu cycles must be used through at least one cycle.

[The following are examples of sample menus.]

**Sample Menus for Children Ages 3–5**

**Day 1**

<table>
<thead>
<tr>
<th>BREAKFAST</th>
<th>LUNCH OR DINNER</th>
<th>SUPPLEMENT/SNACK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Item</td>
<td>Portion Size</td>
<td>Food Item</td>
</tr>
<tr>
<td>M/MA</td>
<td>1½ oz</td>
<td>M/MA</td>
</tr>
<tr>
<td>F/V</td>
<td>½ c</td>
<td>F/V</td>
</tr>
<tr>
<td>B/G</td>
<td>.5 oz</td>
<td>G/B</td>
</tr>
<tr>
<td>M</td>
<td>¾ c</td>
<td>M</td>
</tr>
<tr>
<td>O/F</td>
<td>1 T</td>
<td>O/F</td>
</tr>
</tbody>
</table>
### Day 2

<table>
<thead>
<tr>
<th>BREAKFAST</th>
<th>LUNCH OR DINNER</th>
<th>SUPPLEMENT/SNACK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Food Item</strong></td>
<td><strong>Portion Size</strong></td>
<td><strong>Food Item</strong></td>
</tr>
<tr>
<td>M/MA Teriyaki Chicken (1 piece)</td>
<td>1½ oz</td>
<td>M/MA Peanut Butter</td>
</tr>
<tr>
<td>F/V Apricot Halves</td>
<td>½ c</td>
<td>F/V Fruit Cocktail</td>
</tr>
<tr>
<td>F/V-1</td>
<td></td>
<td>F/V-2 Stir Fry Vegetables</td>
</tr>
<tr>
<td>B/G French Toast</td>
<td>1.1 oz</td>
<td>G/B Fried Rice (1/2 serving G/B)</td>
</tr>
<tr>
<td>M 1% Milk</td>
<td>¾ c</td>
<td>M 1% Milk</td>
</tr>
<tr>
<td>O/F Syrup</td>
<td>1 T</td>
<td>O/F Margarine</td>
</tr>
</tbody>
</table>

### Day 3

<table>
<thead>
<tr>
<th>BREAKFAST</th>
<th>LUNCH OR DINNER</th>
<th>SUPPLEMENT/SNACK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Food Item</strong></td>
<td><strong>Portion Size</strong></td>
<td><strong>Food Item</strong></td>
</tr>
<tr>
<td>M/MA BBQ Beef Sandwich</td>
<td>1½ oz beef</td>
<td>M/MA</td>
</tr>
<tr>
<td>F/V Banana</td>
<td>½ c</td>
<td>F/V-1 Coleslaw</td>
</tr>
<tr>
<td>F/V-2 Sliced Tomatoes</td>
<td>¼ c</td>
<td></td>
</tr>
<tr>
<td>B/G Toasted Raisin Bread</td>
<td>.5 oz</td>
<td>G/B Bun (with sandwich)</td>
</tr>
<tr>
<td>M 1% Chocolate Milk</td>
<td>¾ c</td>
<td>M 1% Milk</td>
</tr>
<tr>
<td>O/F Margarine</td>
<td>1 t</td>
<td>O/F</td>
</tr>
<tr>
<td>Day 4</td>
<td><strong>BREAKFAST</strong></td>
<td><strong>LUNCH OR DINNER</strong></td>
</tr>
<tr>
<td>-------</td>
<td>---------------</td>
<td>---------------------</td>
</tr>
<tr>
<td></td>
<td>Food Item</td>
<td>Portion Size</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F/V</td>
<td>Orange Sections</td>
<td>½ c</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B/G</td>
<td>Pancake</td>
<td>.6 oz</td>
</tr>
<tr>
<td>M</td>
<td>1% Milk</td>
<td>¾ c</td>
</tr>
<tr>
<td>O/F</td>
<td>Maple Applesauce Topping</td>
<td>2 T</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Day 5</th>
<th><strong>BREAKFAST</strong></th>
<th><strong>LUNCH OR DINNER</strong></th>
<th><strong>SUPPLEMENT/SNACK</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Food Item</td>
<td>Portion Size</td>
<td>Food Item</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>M/MA Tuna Patty (1½ oz fish, ½ serving bread)</td>
</tr>
<tr>
<td>F/V</td>
<td>Apple Wedges</td>
<td>½ c</td>
<td>F/V-1 Green Beans</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>F/V-2 Oven Fries</td>
</tr>
<tr>
<td>B/G</td>
<td>English Muffin</td>
<td>.5 oz</td>
<td>G/B Breading (with patty)</td>
</tr>
<tr>
<td>M</td>
<td>1% Milk</td>
<td>¾ c</td>
<td>M 1% Milk</td>
</tr>
<tr>
<td>O/F</td>
<td>Jam</td>
<td>1 T</td>
<td>O/F</td>
</tr>
</tbody>
</table>
### Schedule C

Child and Adult Care Food Program (CACFP) ● Meal Pattern for Children

<table>
<thead>
<tr>
<th>CACFP Meal Pattern</th>
<th>Ages 1 and 2</th>
<th>Ages 3 through 5</th>
<th>Ages 6 through 12</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Breakfast</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milk, fluid</td>
<td>½ cup(^2)</td>
<td>¾ cup</td>
<td>1 cup</td>
</tr>
<tr>
<td><strong>Vegetables and Fruits</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegetable(s) and/or fruit(s) or Full-strength fruit or vegetable juice or An equivalent quantity of any combination of the above.</td>
<td>¼ cup</td>
<td>½ cup</td>
<td>½ cup</td>
</tr>
<tr>
<td><strong>Grains/Breads(^3)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bread or Cornbread, biscuits, rolls, muffins, etc. or</td>
<td>½ slice</td>
<td>½ slice</td>
<td>1 slice</td>
</tr>
<tr>
<td>Cold dry cereal(^4) or Cooked cereal or Cooked pasta or noodle products or Cooked cereal grains or An equivalent quantity of any combination of the above grains/breads.</td>
<td>¼ cup or (\frac{1}{3}) oz.</td>
<td>¼ cup or (\frac{1}{2}) oz.</td>
<td>(\frac{3}{4}) cup or 1 oz.</td>
</tr>
<tr>
<td></td>
<td>¼ cup</td>
<td>¼ cup</td>
<td>½ cup</td>
</tr>
<tr>
<td></td>
<td>¼ cup</td>
<td>¼ cup</td>
<td>½ cup</td>
</tr>
</tbody>
</table>

\(^2\) Fluid milk for ages 1 and 2.

\(^3\) May be included in Breakfast.

\(^4\) Each cup of dry cereal is equivalent to 1/3 ounce (14 grams) of cooked cereal.
<table>
<thead>
<tr>
<th>Snack (Supplement)</th>
<th></th>
</tr>
</thead>
</table>

Serve any 2 of the following 4 components:

(Must be 2 DIFFERENT components)

<table>
<thead>
<tr>
<th>Milk, fluid</th>
<th>½ cup</th>
<th>½ cup</th>
<th>1 cup</th>
</tr>
</thead>
</table>

**Vegetables and Fruits**
- Vegetable(s) and/or fruit(s) or
- Full-strength fruit or vegetable juice or
- An equivalent quantity of any combination of the above

<table>
<thead>
<tr>
<th>Vegetables and Fruits</th>
<th>½ cup</th>
<th>½ cup</th>
<th>¾ cup</th>
</tr>
</thead>
</table>

**Grains/Breads**
- Bread or
- Cornbread, biscuits, rolls, muffins, etc. or
- Cold dry cereal or
- Cooked cereal or
- Cooked pasta or noodle products or
- Cooked cereal grains or
- An equivalent quantity of any combination of the above grains/breads.

<table>
<thead>
<tr>
<th>Grains/Breads</th>
<th>½ slice</th>
<th>½ slice</th>
<th>1 slice</th>
</tr>
</thead>
</table>

**Snack (Supplement) cont.**

**Meat and Meat Alternates**
- Lean meat or poultry or fish or
- Alternate protein products
- Cheese or
- Eggs or
- Cooked dry beans or peas or
- Peanut butter or soynut butter or
- other nut or seed butters or
- Peanuts or soynuts or tree nuts or seeds or
- Yogurt, plain or flavored, unsweetened or
- sweetened or
- An equivalent quantity of any combination of the above meat and meat alternates.

<table>
<thead>
<tr>
<th>Meat and Meat Alternates</th>
<th>½ oz.</th>
<th>½ oz.</th>
<th>1 oz.</th>
</tr>
</thead>
</table>

50
<table>
<thead>
<tr>
<th>Lunch or Supper</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milk, fluid</strong></td>
</tr>
<tr>
<td><strong>Vegetables and Fruits</strong>¹⁰</td>
</tr>
<tr>
<td><strong>Grains/Breads</strong>³</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Meat and Meat Alternates</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
</tr>
</tbody>
</table>

¹⁰Vegetables and Fruits: Include a variety of vegetables and fruits in your meal. Aim for at least 10 servings per day.²Fluid milk: Choose low-fat or 1% milk.³Grains/Breads: Choose whole grains whenever possible.⁷Alternate protein products: Choose lean protein sources.⁸Peanuts or soynuts or tree nuts or seeds: Choose unsalted or reduced-sodium versions.⁹Yogurt: Choose plain or low-fat versions.¹¹oz. = 1 ounce.
The meal pattern chart shows the minimum amounts of each component that must be made available to each child by the center or day care home in order to claim reimbursement for the meal. Children may be served larger portions but not less than the minimum quantities specified.

For the purposes of the requirements, a cup means a standard measuring cup.

Bread, pasta or noodle products, and cereal grains must be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole-grain or enriched meal or flour; cereal must be whole-grain or enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour. All products must meet the minimum serving sizes specified in Exhibit A: Serving Sizes for Grains/Breads in the CACFP.

Either volume (cup) or weight (ounce), whichever is less.

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

Edible portion as served.

Alternate Protein Products must (1) be processed so that some portion of the non-protein constituents of the food is removed, (2) have a biological protein quality of at least 80 percent that of casein as determined by PDCAAS, and (3) contain at least 18 percent protein by weight when fully hydrated or formulated.

Tree nuts and seeds that may be used as meat alternates include: almonds, Brazil nuts, cashews, filberts, macadamia, peanuts, pecans, walnuts, pine nuts, pistachios and soynuts. Children under 5 are at the highest risk of choking. USDA recommends that any nuts and/or seeds served to young children are in a prepared food and are ground or finely chopped.

It is recommended that yogurt is not served when milk is the only other snack component.

Serve two or more kinds of vegetable(s) and/or fruit(s). Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

At lunch or supper, no more than 50% of the requirement shall be met with nuts or seeds. Nuts or seeds must be combined with another meat/meat alternate to fulfill the requirement. For the purpose of determining combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry or fish.