

CACFP Agreement Number: 55-1083

Section 1. INVITATION FOR BID/REQUEST FOR PROPOSAL (IFB/RFP)

This is an Invitation For Bid (IFB) / Request For Proposal (RFP) for the furnishing of meals (unitized if applicable) to be served to participants in the Child and Adult Care Food Program (CACFP) established by the USDA (7 CFR Part 226), and sets forth the terms and conditions applicable to the proposed procurement (2CFR 200). Upon acceptance, this document shall constitute the contract between the Contractee and the Contractor identified below. The purpose of this contract is to provide meals by the Contractor to the Contractee's facilities in accordance with the CACFP 7 CFR Part 226.

IFB/RFP Number (Formal Advertising Only) 3121

Date: 3-27-2019 Time of Bid Opening: _____ Location: _____

Section 2. CONTACT INFORMATION

Please type or print legibly.

	Contractee (CACFP Institution)	Contractor (Food Service Management Co, Vendor, School)
Name of Institution/Company	<u>Community Action Partnership of Lancaster and Saunders Counties</u>	_____
Address	<u>210 O Street</u>	_____
City and Zip	<u>Lincoln, NE 68508</u>	_____
Telephone	<u>402-471-4515</u>	_____
Authorized Representative's Name	<u>Vi See</u>	_____
Title	<u>Executive Director</u>	_____
Authorized Representative's	_____	_____
Signature	_____	_____
Date Signed	_____	_____

By signing this contract both parties agree that full and open competition was conducted and no organizational conflict of interest exists.

¹ IMPORTANT: 226.21 A copy of the contract between each institution and food service management company shall be submitted to the State agency prior to the beginning of Program operations under the subject contract. Meals may not be claimed for reimbursement if the food service contract has not been approved by the Nebraska Department of Education Nutrition Services office.

² Contracts exceeding an annual cost of \$50,000 must be reviewed and approved by the Nebraska Department of Education Nutrition Services before signing. Allow 10 working days for the state agency to review the contract.

Section 3. EFFECTIVE DATES

This contract covers the period beginning May 6, 2019 and ending June 30, 2019.

This contract may not exceed one year and may not cover more than one fiscal year (July 1 - June 30).

STATE AGENCY USE

Date Received: _____ Review Status

NDE Reviewer: _____ Incomplete – sponsor notified on (date): _____

Contract Amount: _____ Approved – approval letter sent on (date): _____

Original Bid Date: _____ CACFP contract effective date _____

SECTION 4. CONTRACT COST WORKSHEET & DELIVERY SCHEDULE

Table 1. Indicate if the cost of meals includes milk by checking the appropriate column. Indicate the individual daily cost per meal for participants and staff (if applicable).

Table 1. CONTRACT COST WORKSHEET								
Complete this worksheet for meal types included in this contract.								
Meal Service	Check if Meal Includes Milk ✓	# Meals Served Daily	X	# Days Served Annually	X	Cost Per Meal	=	Total
PARTICIPANT MEALS								
Breakfast	✓	237	X	223	X	\$	=	\$
AM Snacks			X		X	\$	=	\$
Lunches*			X		X	\$	=	\$
• Ages 1-2	✓	67	X	223	X	\$	=	\$
• Ages 3-5	✓	170	X	223	X	\$	=	\$
• Ages 6-12			X		X	\$	=	\$
• Adult			X		X	\$	=	\$
PM Snacks		204	X	223	X	\$	=	\$
Suppers			X		X	\$	=	\$
EV Snack			X		X	\$	=	\$
* It is not required to obtain bids itemized by age group; this option is available for vendors using this pricing option.								
STAFF MEALS (not eligible for CACFP reimbursement, but an allowable cost)								
Breakfast	✓	72	X		X	\$	=	\$
AM Snack			X		X	\$	=	\$
Lunch (3-5 year old portion) ✓		72	X	223	X	\$	=	\$
PM Snack (3-5 year old portion)		72	X	223	X	\$	=	\$
Supper			X		X	\$	=	\$
EV Snack			X		X	\$	=	\$
Delivery Charge (if applicable)					X	Daily Charge		
						\$	=	\$
TOTAL ANNUAL COST								\$
If the total annual cost is more than \$150,000, the CACFP sponsor may not sign the contract until it has been reviewed by NDE Nutrition Services.								

Table 2. PARTICIPATING CENTERS AND DELIVERY SCHEDULE

(Attach additional page if necessary)

CENTER NAME	ADDRESS	TYPE OF MEAL(S) Check all that apply	NUMBER OF DAILY MEALS	DELIVERY TIME RANGE	START DATE	END DATE
Head Start at K Street	1821 K Street Suite 100 Lincoln, NE 68508	<input checked="" type="checkbox"/> Breakfast <input type="checkbox"/> AM Snack <input checked="" type="checkbox"/> Lunch <input checked="" type="checkbox"/> PM Snack <input type="checkbox"/> Supper <input type="checkbox"/> EV Snack	<u>236</u> _____ <u>236</u> <u>203</u> _____ _____	9-11 am	May 6, 2019	June 30, 2019
Head Start at Health 360	2301 O Street Suite 4 Lincoln, NE 68510	<input checked="" type="checkbox"/> Breakfast <input type="checkbox"/> AM Snack <input checked="" type="checkbox"/> Lunch <input checked="" type="checkbox"/> PM Snack <input type="checkbox"/> Supper <input type="checkbox"/> EV Snack	<u>73</u> _____ <u>73</u> <u>73</u> _____ _____	9-11 am	May 6, 2019	June 30, 2019
		<input type="checkbox"/> Breakfast <input type="checkbox"/> AM Snack <input type="checkbox"/> Lunch <input type="checkbox"/> PM Snack <input type="checkbox"/> Supper <input type="checkbox"/> EV Snack	_____ _____ _____ _____ _____ _____			
		<input type="checkbox"/> Breakfast <input type="checkbox"/> AM Snack <input type="checkbox"/> Lunch <input type="checkbox"/> PM Snack <input type="checkbox"/> Supper <input type="checkbox"/> EV Snack	_____ _____ _____ _____ _____ _____			
		<input type="checkbox"/> Breakfast <input type="checkbox"/> AM Snack <input type="checkbox"/> Lunch <input type="checkbox"/> PM Snack <input type="checkbox"/> Supper <input type="checkbox"/> EV Snack	_____ _____ _____ _____ _____ _____			
		<input type="checkbox"/> Breakfast <input type="checkbox"/> AM Snack <input type="checkbox"/> Lunch <input type="checkbox"/> PM Snack <input type="checkbox"/> Supper <input type="checkbox"/> EV Snack	_____ _____ _____ _____ _____ _____			
		<input type="checkbox"/> Breakfast <input type="checkbox"/> AM Snack <input type="checkbox"/> Lunch <input type="checkbox"/> PM Snack <input type="checkbox"/> Supper <input type="checkbox"/> EV Snack	_____ _____ _____ _____ _____ _____			

Section 5. TERMS AND CONDITIONS

1. The Contractor will prepare meals of the Contractee's choice as indicated in the Contract Cost Worksheet (Table 1 on Page 2) of this contract.
2. Meals prepared under this contract by the Contractor must comply with the meal patterns components and serving sizes as required in 7 CFR Part 226.20 of the CACFP. Meals must meet or exceed U.S. Department of Agriculture required meal pattern and serving size.
3. The Contractor agrees to operate in accordance with current program regulations - 7 CFR Part 226.
4. The unit prices submitted are based on the four-week cycle menus which are attached to this contract.
5. The above total annual cost in Table 1 Contract Cost Worksheet **(check one)**
 does
 does not
include nonfood items such as condiments, straws for milk, napkins, single service ware, etc.
6. The Contractor must provide menus to the Contractee on a **(check one)**
 weekly
 bimonthly
 monthly
7. Meals will be **(check one)**
 delivered by the Contractor
 picked up by the Contractee
 other (specify): _____
according to the delivery/pickup schedule in Table 2 on Page 3 of this contract.
8. Meals will be provided **(check one)**
 unitized
 bulk
to the sites listed in Table 2 on page 3, which of this contract.
9. Any changes in approved sites will be made by the Contractee not less than **[enter number]_____day(s)** prior to the day of delivery of the meals.
10. The Contractee reserves the right to increase or decrease the number of meals ordered on a **[enter number]**
72 **hours** notice or less if mutually agreed upon between the parties to this contract.
11. The Contractor shall attach a ticket with each delivery specifying the quantity of meals, by type (breakfast, lunch, snack, supper) that are provided. The Contractor will present an invoice and delivery receipts within **[enter number] ⁵_____working days** following the end of the preceding month for meals delivered. The Contractee will submit payment to the Contractor within **[enter number]_____days** of receipt of the invoice.

×

12. The Contractor agrees to utilize any Federally donated commodities received by the Contractee only for the food service program of the Contractee.
13. The Contractor agrees to package and deliver meals in containers that meet local health standards. The Contractor assures that it has Federal, State or local health certification at the preparation facility and assures that health and sanitation requirements will be met at all times. If requested, the Contractor agrees to provide meals for periodic inspection to determine bacteria levels and results shall be submitted to the Contractee and the State Agency.
14. The Contractor may not subcontract any portion of this contract.
15. The Contractee will not pay for meals that are delivered beyond the agreed upon delivery time, that are spoiled or unwholesome, that do not meet meal requirements as set forth herein, or that have been disallowed for reimbursement by State Agency or Federal reviewers.
16. Delivered meals shall be delivered on a daily basis in accordance with the delivery schedule which appears in Table 2. Deviation from this delivery schedule shall be permitted only upon authorization of the Contractee. 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, the Contractor shall notify the Contractee immediately so substitutions can be agreed upon. The Contractee reserves the right to suggest menu changes within the food service management company's food cost periodically throughout the contract period.
17. The Contractee 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, meals which are spoiled or unwholesome at time of delivery, potentially hazardous foods delivered between the temperature of 45F - 140F, and meals rejected because they do not comply with the specifications. The Contractee reserves the right to obtain meals from other sources if meals are rejected due to 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 Contractee or agency inspecting shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.

18. Specifications

A. Packaging

1. Hot Meal Unit-Packaging suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400F (or 240C) 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
 - d. Quantity of individual units per carton
4. Meals shall be delivered with the following nonfood items: condiments, straws for milk, napkins, single service ware, etc., if so specified in Paragraph 5 of this contract.

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 based on the meal pattern requirements specified in 7 CFR 226.20 and shall include, at a minimum, the portions specified by the U.S. Department of Agriculture for each meal.

All meat and meat 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 for fluid milk: "one year old children must be served **unflavored** whole milk. Participants two years of age and older and adults must be served **unflavored**: fat-free or low-fat milk, fat-free or low-fat lactose reduced milk, fat-free or low-fat lactose free milk, fat-free or low-fat buttermilk, or fat-free or low-fat acidified milk. **Flavored** fat-free milk may be served to children six years of age and older and adults." Milk served must be pasteurized fluid milk that meets State and local standards.

Milk delivered hereunder shall conform to these specifications. (Memo CACFP 17-2016)

D. See Appendix 1 for additional specifications and evaluation factors

19. Therefore, Delivery Requirements

- A. Delivery shall be made by the Contractor to each center in accordance with Section 5 Number 7 of this contract.
- 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 Table 2 of this contract, unless otherwise specified in Section 5 Number 7 of this contract.
- C. The Contractor shall be responsible for delivery of all meals and dairy products at the specified time.
- D. 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. Refrigerated storage:

potentially hazardous foods to be transported shall be prechilled and held at 45F or below. Hot storage: potentially hazardous foods to be transported shall be held at 140F or above.

- E. The Contractee reserves the right to add or delete centers. This shall be done by amendment of Table 2 of this contract. 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. Changes and amendments to this contract must be submitted to the Nebraska Department of Education Nutrition Services by the Contractee within 10 days of changes or amendments.
20. 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.
21. Record Keeping
- A. Delivery tickets must be prepared by the contractor at a minimum of three copies: one for the Contractor, one for the center personnel and one for the Contractee. Delivery tickets must be itemized to show the number of meals of each type, meal components and quantities delivered to each center. Designees of the Contractee at each center will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Contractee only if signed by the Contractee's designee at the center.
 - B. The Contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence (such as: Child Nutrition Labels, Manufacturer's Product Formulation Statement, and Recipes) for inspection and reference to support payments and claims as required by 7CFR 226.
 - C. The books and records of the Contractor and Contractee 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; U.S. Department of Agriculture, the USDA Office of the Inspector General, and U.S. General Accounting Office at any reasonable time and place.
22. Conditions required by Federal Law or U. S. Department of Agriculture. Check all that apply to this contract.

A. Equal Opportunity (for all contracts in excess of \$10,000)

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, age, disabilities, sex or national origin. The Contractor will take affirmative action to ensure that employees are treated in their employment without regard to their race, color, age, disabilities, sex 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 for the provisions of this Equal Opportunity clause.

2. 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, age, disabilities, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor 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.
4. 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.
5. 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 the Contractor's 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.
6. 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 cancelled, 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 12, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. 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 vendor. 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 vendor 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.

B. Clean Air and Water (for all contracts in excess of \$100,000)

The Contractor agrees as follows:

1. 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 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.

2. 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.
3. To use the Contractor's best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
4. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

The terms used in this clause have the following meanings:

1. The term "Air Act" means the Clean Air Act, as amended (41 USC 1857 et seq., as amended by Public Law 91-604).
2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500).
3. 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 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© or section 111(d), respectively, of the Air Act (42 USD 1857c-6©(d)), or an approved implementation procedure under section 112(d) of the Air Act (42 USC 1857c-7(d)).
4. 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).
5. 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.
6. 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, plan, 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

This section is applicable if bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 USC 1319(c)) and is listed by EPA, or is otherwise exempt.

The bidder certifies as follows:

1. Any facility to be utilized in the performance of this proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.
2. The bidder 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 is proposed to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
3. The bidder will include substantially this certification, including this paragraph in every nonexempt subcontract.

C. Energy Policy and Conservation Act (P.L. 94-163)

Institutions shall insert mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with P.L. 94-163.

D. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (contracts in excess of \$100,000)

Sign and submit Attachment C.

23. Termination: The Contractee reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of the contract. The Contractee 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 Contractee shall have the right, upon written notice, of the immediate termination of the contract and the Contractor shall be liable for any damages incurred by the Contractee. The contract may be terminated by either party upon submission to the other party of written notice at least 30 days prior to the date of termination. A copy of the termination letter must be sent to the state agency.
24. The Contractor assures that foods and products supplied under this contract comply with Section 3(h) of the Commodity Distribution Reform Act and WIC Amendments of 1987 and Section 250.23 of Federal Food Distribution Program regulations which mandate that CACFP centers and sponsors purchase, whenever possible, only food products produced in the United States.
25. Check if Applicable
The CACFP institution operates under the auspices of a public agency or institution which follows applicable State or local laws governing bid procedures. This contract constitutes an addendum to an agency-wide contract for food service.
26. Check if Applicable
Additional provisions stipulated by Contractee and Contractor (Specify below or attach additional pages, if necessary):

Attachment A Procurement Procedures

CACFP Agreement #: 55-1083 Sponsor Name: Community Action Partnership Site Name: Head Start at K Street
of Lancaster and Saunders Counties Head Start at Health 360

1. Indicate the **type of procurement** method used:

Small Purchase Procedures - Contract is less than \$150,000 or the contract is with a school

Competitive Sealed Bids (Invitation For Bid – “IFB”)

- Contract greater than \$150,000 must be competitive and advertised at least once in a source newspaper of general circulation or public announcement at least 14 days prior to bid opening.
- The advertisement must include the date, time and place of bid opening.
- Notify the Department of Education - Nutrition Services (NDE) of the bid opening date, time and place at least 14 days prior to the opening.
- All bids totaling \$150,000 or more **must** be submitted to NDE for approval **before** accepting the bid and signing the contract.

✓ Competitive Negotiation – Contract is more than \$150,000 and must be competitive advertised at least once in a source newspaper of general circulation or public announcement at least 14 days prior to bid opening. Submit the following to NDE:

- attach specifications
- copy of public notice/newspaper advertisement
- evaluation score sheet (Price must have the highest number of points)

Non-Competitive Negotiation – Indicate which of the following situations apply:

- The service is available only from a single source; or
- Public urgency or emergency exists which does not permit delays associated with competitive solicitation for the service; or
- After solicitation of a number of sources, competition is determined inadequate by the CACFP Institution. List the vendors contacted in Question 6.

3. **Basis for contract price.** If accepting a bid that exceeds the lowest bid, describe the efforts made to obtain the same services at less cost or explain the reason for accepting the higher bid.

N.A.

4. **Specifications used as basis for bidding.** Did you use any other specifications in addition to those required by the CACFP meal pattern (7 CFR 226.20) ?

- Yes – if yes, attach the additional specifications
 No

5. **Attach a copy of public notice/advertisement** (advertisement in newspaper of general circulation), if used.

6. **Vendor Bids and Selection** – Indicate the name of each vendor contacted or that submitted a bid, the amount of the bid and the date the bid was obtained (telephone, written, or through public bid opening).

Name of Vendor Selected for Contract	Bid Amount (total annual cost)	Date of Bid
	\$	
Other Vendors Contacted:		
	\$	
	\$	

Attachment B Independent Price Determination

The CACFP institution and the Bidder shall execute this 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:
 - a. The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.
 - c. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.

- B. Each person signing this bid certifies that:
 - a. He/she is the person in the bidder’s organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, will not participate, in any action contrary to a through c listed above; or
 - b. He/she is not the person in the bidder’s organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to a through c above; or
 - c. Each person signing this bid agrees that no organizational conflict of interest exists;

and as their agent does hereby so certify:

and he/she has not participated, and will not participate, in any action contrary to a through c above.

Signature of representative of Food Service Management Company/School/Vendor

Title

Date Signed

BID ACCEPTANCE

Accepting a bid does not constitute acceptance of the contract.

In accepting this bid, the institution certifies that the institution’s officers, employees or agents have not taken any action which may have jeopardized free and open competition or the independence of the bid referred to above.

Signature of CACFP Institution Authorized Representative

Date Signed

**Certificate 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 the regulation may be obtained by contacting the USDA agency with which the transaction originated.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out below 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 in to. 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 is 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 voluntary 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 title "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 is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (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 a 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 No. or Project Name

Name and Title of Authorized Representative (Bidder)

Signature

Date Signed

Appendix 1

Specifications and Evaluation Factors for

Community Action Partnership of Lancaster and Saunders Counties RFP #3121

Specifications and Evaluation Factors	Scoring Weight
Cost	35
Meal quality- nutrition and variety	25
Ability to provide pork-free menu	20
Ability to integrate farm to early childhood education component into meal monthly with local or seasonal food	10
Ability to provide quality vegetarian meals for approximately X children.	5
Ability to provide milk substitutes (soy or lactose free) for X children	5
Total Points:	/100