

Missouri Department of Health and Senior Services
 Community Food and Nutrition Assistance
 Child and Adult Care Food Program

SECTION A

INVITATION FOR BID

FOR

CHILD AND ADULT CARE FOOD PROGRAM (CACFP)

FOR

VENDED MEALS

ORGANIZATIONS WITH CONTRACTS OF \$100,000 OR GREATER

INSTITUTION	BID OPENING
CACFP Contract Number:	Bid Issue Date: Bid Number:
Name of Organization:	Date: / / Time:
Address: (include City, State, Zip Code)	Location:
Telephone Number: () -	<i>NOTE ATTACHED: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION CERTIFICATION REGARDING DEBARMENT</i>
Contact Person:	
<i>PROPOSED CONTRACT DATES</i>	
Commencement date:	Expiration:
BIDDER	
Name of Bidder:	Signature: (in ink)
Street Address: (include City, State, Zip Code)	Name: (print or type)
	Title:
Telephone Number:	Date:
BID SUMMARY	

Total bid based on fixed unit prices and estimate of number of meals to be provided for per year. \$ _____

IFB ACCEPTANCE

This document contains an invitation to bid for the furnishing of meals (unitized if applicable) to be served to participants 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 Institution named above.

ACCEPTANCE

Contract Number _____

Institution Name

Date _____

Institution Signature

Title

NOTE: 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.

SECTION B

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) (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;
 - (a) (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;
 - (a) (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:
 - (b) (1) 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
 - (b) (2) (1) 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.

Signature of Institution's Authorized Representative

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

Note: Institution and Bidder shall execute this Certificate of Independent Price Determination.

SECTION C

INSTRUCTIONS TO BIDDERS

1. Definitions

As used herein:

- (a) The term “bid” means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- (b) The term “bidder” means a food service management company submitting a bid in response to this Invitation for Bid;
- (c) The term “contractor” means a successful bidder who is awarded a contract by 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 the 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. Acknowledgement of Amendments to IFBs

Receipt of an amendment to an IFB by a bidder must be acknowledged in one of the following ways; by signing and returning the amendment; transmission of a fax with the sponsor/center maintaining the fax cover sheet; or receipt from a certified return receipt mailing. Such acknowledgement must be received prior to the hour and date specified for bid opening.

5. Discounts

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. Opening of Sealed Bids

- (a) Sealed bids will be opened publicly at the exact time and date located on the face sheet of this IFB. Bidders and the public must be able to witness any and all bids to be considered.
- (b) The institution will read the name and address of each bidder and the unit price per meal at the bid opening. The sponsor/center need not conclude on which bid will be accepted at the bid opening.

9. Errors 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.

10. Award of Contract

- (a) The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the Institution, price and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
- (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.

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

- (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).
- (b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above 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.)
- (d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Institution will be considered at any time it is received and may be accepted.

SECTION D

SCOPE OF SERVICES

(a) Contractor agrees to deliver meals (unitized if applicable) _____¹ of milk to locations sets out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.

(b) All meals furnished must meet or exceed U.S. Department of Agriculture requirements set out in Schedule C, attached hereto and made a part hereof.

Contractor shall furnish meals as ordered by the Institution during the period of _____² to _____². Meals shall be served _____³ days a week.

(c) All meals furnished must meet or exceed CACFP requirements as outlined in Schedule B, attached hereto and made part hereof.

Quality and specifications of food must be consistent with foods set forth in the menu of Schedule C, made a part hereof, subject to the terms and conditions of this solicitation, with the food specifications outlined in Part C, made a part hereof and packaging and transportation requirements as outlined in Part 8, made a part hereof. The contractor must adhere to the cycle for the first four weeks of the meal service. Both parties must agree upon subsequent menus. Menu standards as presented in the two-week menu must be maintained as to the type and quality of meal service throughout the term of this contract. Institutions may request the nutritional content per serving or recipes used for preparation of these meals to assure those requirements of Schedule B are met.

(d) The contractor will endeavor to accommodate special diets as required by non-handicapped CACFP participants whenever a physician's order is available to the extent practicable within the scope of the menu at no additional cost. In the case of handicapped CACFP participants as defined in 7 CFR 15b, the contractor will work with the institution to meet the needs of the dietary requirements. The institution reserves the right to comply with these dietary requirements through the purchase of foods from sources other than the contractor.

¹Insert "inclusive" or "exclusive" as applicable.

²Institution shall insert contract commencement date and expiration date.

³Institution shall insert appropriate number of serving days.

SECTION E

UNIT PRICE SCHEDULE AND INSTRUCTIONS

1. Bidders are asked to submit prices on the following meal types meeting the contract specifications set forth in Schedule C for meals to be delivered to all of the centers and/or homes stated in Schedule A. For example:

A. Meal Type	B. Estimated Number of Meals Per Day	C. Estimated Number of Serving Days Per Year	D. Unit Price Per Meal	E. Total Price
Breakfast	20	180	.73	\$2,628.00
Supper (unitized meal)	50	180	.60	\$5,400.00

A blank unit price schedule is included in this packet (Schedule D) and must be completed by the bidder.

- 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 parentheses 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 the Schedule and for the period set forth therein. The quantities or 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 the Schedule do not result in orders in the amounts or quantities described as "estimated" in the Schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.
 - (b) The Institution shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.
 - (c) The Institution may issue orders, which 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 the Schedule will be dependent upon the needs and requirements of the Institution.
2. Pricing shall be on the menus described in Schedule B. 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 (i.e., 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. Previous experience of the bidder in performing services similar in nature and scope.
- d. Other factors such as transportation capability, sanitation, and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not 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. Any charges or taxes that are required to be paid under future laws must be paid by the bidder at no additional charge to the Institution.

5. Meal Orders

Institutions will order meals on a daily or weekly basis, preceding the week of delivery. Orders will be placed for the total number of days in the succeeding week, and will include breakdown of totals for each center and/or home 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, which appears in Schedule B. Deviation from this menu cycle shall be permitted only upon authorization 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 or the entire meal, he shall notify the institution immediately so substitutions can be agreed upon or alternative arrangements can be made. 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 that 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 or are spoiled or unwholesome at the time of delivery. 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 lower 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 air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° Fahrenheit 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
 - 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. Institution shall insert non-food 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 included as Schedule B and shall include, at 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 F

GENERAL CONDITIONS

1. Delivery Requirements

- A. The contractor shall make delivery to each center and/or home in accordance with the order from the Institution.
- B. The FSMC must provide exactly the number of meals ordered. Counts of meals will be made before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined, these meals will not be reimbursed.
- C. Adequate amounts of food shall be provided in accordance with the number of servings required, in the portion sizes indicated. Foods provided in bulk must be supplied with sufficient overage to compensate for anticipated wastage associated with customary serving techniques.
- D. Meals shall be delivered daily, unloaded, and placed in the designated center and/or home by the contractor's personnel at each of the locations and times listed in Schedule A.
- E. Meals delivered to outside-school-hours care centers shall be unitized unless otherwise specified.
- F. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
- G. The institution reserves the right to add or delete centers and/or homes. This shall be done by amendment of Schedule A. Deletion or addition of centers and/or homes 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 and/or homes shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that center and/or home.

2. Supervision and Inspection

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

3. Recordkeeping

- A. The contractor at a minimum in three copies must prepare delivery tickets: one for the contractor, one for the center and/or home personnel, and one for the institution. Delivery tickets must be itemized to show the number of meals of each type delivered to each center and/or home. Designees of the institution at each center or home will check

adequacy of delivery and meals before signing the delivery ticket. The institution only if signed by the institution's designee at the center and/or home shall accept invoices.

- B. The contractor shall maintain records supported by delivery tickets, itemized monthly invoices with daily quantities, unit price and total bill for food delivered each month, purchase orders, menus, records of discounts, and production records for this contract or other evidence for inspection and reference to support payments and claims.
- C. 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 (USDA), the institution and the Comptroller General of the United States at any reasonable time and place.

4. Method of Payment

The contractor shall submit its itemized invoice to the Institution bi-weekly or monthly as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each center and/or home 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 center and/or home representative of the Institution have signed the required delivery receipts.

5. Inspection of Facility

- A. The institution, the State agency, and USDA 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 USDA regulations.
- C. The contractor shall provide for meals 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 applied by the local health authority with respect to the level of bacteria that may be present in meals served by other establishments in the locality.

6. 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.

7. 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 and/or homes before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

8. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the institution by telephone or telegram of the following: 1) the impossibility of on-time delivery; 2) the circumstance(s) precluding delivery; and 3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than _____ hours⁴ after specified meal time.

Emergency circumstances at the center and/or home 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.

9. Termination

- A. 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 non-compliance 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.
- B. 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, or otherwise were offered or given by the contractor to any officer or employee of the institution with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the institution makes such findings shall be in issue and may be reviewed in any competent court.
- C. The institution may terminate this contract without prior written notification to the contractor if any authority having jurisdiction finds the contractor in violation of any material sanitation requirement set forth in the Missouri Rules Governing Food Service Sanitation.

⁴The institution shall set time in accordance with State agency instructions.

- D. Termination under this section shall be by written notice to the contractor given by hand delivery or certified mail, return receipt requested, and the termination notice shall be effective immediately upon receipt.
- E. In the event this contract is terminated as provided in paragraph (B) hereof, the institution shall be entitled (1) 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 (2) as a penalty in addition to any other damages in an amount which shall not be less than three, nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- F. 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.

10. Subcontracts and Assignments

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

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

11. Indemnification

If any person sustains injury or death, or loss or damage to property occurs, resulting directly or indirectly from the work of the contractor, in their performance of this contract, or from the contractor failure to comply with any of the provisions of this contract or of law, or for any reason whatsoever, the contractor shall indemnify and hold the institution harmless from all claims and judgements for damages and from costs and expenses to which the institution may be subjected or which it may suffer or incur by reason thereof.

12. General Provisions

- A. The captions and paragraph headings in this contract are only for convenience and not part of the text.
- B1. Upon written notice given to the contractor at least forty-five, but no more than ninety days prior to the expiration of this contract, the institution may offer to extend the period of this contract, on the same terms and conditions (except as provided in sub-paragraph 12 B2 below), for a period of one year. Such offer shall be deemed accepted by the contractor unless the contractor, within ten days after receiving the written offer, shall send the institution a written notice rejecting the extension. If permitted by the State Agency administering CACFP, the institution may use this extension procedure up to four times for a total contract period, as extended, of up to five years.
- B2. In the event this contract is extended, the institution may negotiate with the contractor to amend the price per meal in Schedule D to increase by an amount not greater than the annual

percentage increase of CACFP reimbursement rates from the prior yearly level. The parties shall complete and execute a new Schedule D reflecting any such change in price.

- C. This contract shall be construed under the laws of the State of Missouri. Any action or proceeding arising out of this contract shall be brought in the appropriate courts of the State of Missouri.
- D. This contract constitutes the entire contract between the institution and the contractor and may not be changed, terminated or extended orally or by course of conduct.
- E. The terms and conditions of this contract are subject to review and approval by the State agency.

SECTION G

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, disability, age, sex, 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, disability, age, sex, or national origin. Such action shall include, but not be limited to, the following: employment, 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 solicitations 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, disability, age, sex, or national origin.
- C. The contractor will send to each labor union or representative of works 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 paragraph (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.

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 {42 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:

1. To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 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.
2. That no portion of the work required by the 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 his 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 (a) (4).

B. The terms used in this clause have the following meanings:

1. The term “Air Act” means the Clean Air Act, as amended (42 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 plan as described in section 110 (d) of the Clean Air Act {42 USC 1857c-5 (t)}, an approved implementation procedure or plan under section III(c) or section III(d), respectively, of the Air Act {42 USC 1857c-6(c)(d)}, or an approved implementation procedure under section (t) 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 site 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, or Environmental Protection Agency determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

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 not otherwise exempt.)

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.

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 efficiency conservation plan issued in compliance with P.L. 94-163.

Institution

Food Service Management Company

Child and Adult Care Food Program

SCHEDULE A

CENTERS AND/OR HOMES WHERE PROGRAM WILL OPERATE

Name of Center &/or Home	Address of Center &/or Home and Telephone Number	Authorized Designee	Type of Meal	Quantity of Meals	Delivery Time for Each Meal	Beginning & Ending Date of Program at Center &/or Home

CHILD AND ADULT CARE FOOD PROGRAM

SCHEDULE B

TEN-DAY MENU CYCLE

Institution shall attach a menu cycle for each center and/or home.

CHILD AND ADULT CARE FOOD PROGRAM

SCHEDULE C

USDA Required Meal Patterns for Children

Each meal served shall contain, at a minimum, the indicated meal components:

Meal Components	Ages 1-2	Ages 3-5	Ages 6-12
Breakfast			
Milk ¹	1/2 cup	3/4 cup	1 cup
Juice or Fruit or Vegetable	1/4 cup	1/2 cup	1/2 cup
Bread ² or Bread Alternate	1/2 slice	1/2 slice	1 slice
Cold dry Cereal, hot cooked Cereal, Pasta, Rice	3/8 cup or 1/2 ounce	3/8 cup or 1/2 ounce	3/4 cup or 1 ounce
	1/4 cup	1/4 cup	1/2 cup
Snack			
Select 2 out of 4 different components.			
Milk ¹	1/2 cup	1/2 cup	1 cup
Juice or Fruit or Vegetable	1/2 cup	1/2 cup	3/4 cup
Meat or Meat Alternate or cheese	1/2 ounce	1/2 ounce	1 ounce
or egg	1/2 ounce	1/2 ounce	1 ounce
or cooked dry beans or peas	1/2 egg	1/2 egg	1 egg
or yogurt	1/8 cup	1/8 cup	1/4 cup
or peanut, soynut or other nut or seed butters	1/4 cup or 1 tbsp.	3/8 cup or	1/2 cup or
or peanuts, soynuts or tree nuts or seeds	1/2 ounce	1 1/2 tbsp.	2 tbsp.
Bread ² or Bread Alternate	1/2 slice	3/4 ounce	1 ounce
Cold dry Cereal, hot cooked Cereal, Pasta, Rice	1/4 cup or 1/3 ounce	1/2 slice	1 slice
	1/4 cup	1/3 cup or 1/2 ounce	3/4 cup or 1 ounce
		1/4 cup	1/2 cup
Lunch or Supper			
Milk ¹	1/2 cup	3/4 cup	1 cup
Meat or Poultry or Fish or egg	1 ounce	1 1/2 ounces	2 ounces
or cheese	1 egg	1 egg	1 egg
or cooked dry beans or peas	1 ounce	1 1/2 ounces	2 ounces
or peanut, soynut, or other nut or seed butters	1/4 cup	3/8 cup	1/2 cup
or peanuts, soynuts or tree nuts or seeds ³	2 tbsp.	3 tbsp.	4 tbsp.
	1 ounce	1 1/2 ounce	2 ounce
Juice or Fruit or Vegetable ⁴ (2 or more)	1/4 cup total	1/2 cup total	3/4 cup total
Bread ² or Bread Alternate	1/2 slice	1/2 slice	1 slice

¹Milk includes whole milk, lowfat milk, skim milk, cultured buttermilk, or flavored milk made from these types of fluid milk which meet State or local standards.

²Bread Alternate may also include an equivalent serving of items such as a roll, biscuit, muffin, cooked enriched or whole-grain rice, macaroni, noodles, or other pasta products.

³No more than 50% of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purpose of determining combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry, or fish.

⁴Full strength vegetable or fruit juice may be counted to meet no more than one-half of this requirement.

CHILD AND ADULT CARE FOOD PROGRAM

SCHEDULE C

USDA Required Meal Patterns for Adults

Each meal served shall contain, at a minimum, the indicated meal components:

Meal Components	Adults
Breakfast Fluid Milk ¹ Juice or Fruit or Vegetable Grains/Bread	1 cup 1/2 cup 2 slices or 2 servings
Snack Select 2 out of 4 components. Milk Vegetables or Fruit or Juice Grains/Bread Meat or Meat Alternate	1 cup 1/2 cup 1 slice or 1 serving 1 ounce
Lunch Fluid Milk ¹ Meat or Meat Alternate Meat, Poultry, Fish, or Cheese, or Egg (large) Cooked Dry Beans, Peas, or Peanut Butter Yogurt, plain or flavored Vegetables and/or Fruit ² Grains/Bread	1 cup 2 ounces 2 ounces 1 egg 1/2 cup 4 tablespoons 8 ounces or 1 cup 1 cup total 2 slices or 2 servings
Supper Fluid Milk Meat or Meat Alternate Vegetables and/or Fruit ² Grains/Bread	None 2 ounces 1 cup total 2 slices or 2 servings

¹Yogurt, 1 cup or 8 ounces of plain or flavored, may be substituted for fluid milk at breakfast and lunch. Yogurt may also be used as a substitute for meat/meat alternate at lunch and supper. However, yogurt may not be substituted for both milk and meat/meat alternate in the same meal (CACFP-633).

²Must serve at least two different varieties of vegetables and/or fruit at lunch and supper.

Offer Versus Serve Option for Adult Day Care:

Each adult day care shall offer its adult participants all of the required food components listed above. However, at the discretion of the adult day care center, adult participants may be permitted to decline:

- 3 One of the four food items required at breakfast (1 milk, 1 fruit/vegetable, 2 bread).
- 3 Two of the six food items required at lunch (1 milk, 2 fruit/vegetables, 1 meat/meat alternate, 2 bread).
- 3 Two of the five food items required at supper (2 fruit/vegetables, 1 meat/meat alternate, 2 bread).

The price of a reimbursable meal shall not be affected if an adult participant declines a food item.

Schedule D

Bidder Name: _____

UNIT PRICE TABLE

A	B		C		E		F
MEAL TYPE	ESTIMATED NUMBER OF MEALS PER DAY	Multiplied by	ESTIMATED NUMBER OF SERVING DAYS PER YEAR	Multiplied by	UNIT PRICE PER MEAL	Equals	TOTAL PRICE
BREAKFAST	_____	x	_____	x	\$ _____	=	\$ _____
AM SNACK	_____	x	_____	x	\$ _____	=	\$ _____
LUNCH	_____	x	_____	x	\$ _____	=	\$ _____
PM SNACK	_____	x	_____	x	\$ _____	=	\$ _____
SUPPER	_____	x	_____	x	\$ _____	=	\$ _____
					Grand Total		\$ _____

Notice to Institution: Complete columns "A" through "C". Place an * if meals are to be unitized..

Notice to Bidders: Bidders are asked to submit prices on the meal types indicated compliance with all terms of the contract and schedules here to, including the estimates described in Schedule A. Pricing shall be on same menu cycle, provided by the institution, as set forth in Schedule C and meal requirements set forth in Schedule B. All bidders must submit bids on the same menu cycle provided by institution. Bid price must include price of food, milk (if applicable), packaging and transporting requirements, cost of holding food at proper temperature or reheating and all related costs. Bids shall be submitted on an "all or none" basis.

U.S. Department of Agriculture

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 the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)

- (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 of 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
Name

PR/Award No. or Project

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the preceding page 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 (2/89)

CACFP Food Service Agreements/Contracts Extension Instructions

The Agreement/Contract Extension may be used by sponsors and independent centers that have an approved food service agreement or contract with an extension clause. The extension clause allows you to extend your existing agreement or contract each year for up to four years. To use the extension clause, follow the steps below. If your organization elects not to use the extension clause, please follow the procedures for a new agreement or contract as outlined in the attached instructions. Contact the Missouri Department of Health and Senior Services – Bureau of Community Food and Nutrition Assistance if you need assistance.

1. Before your agreement or contract expires, contact your current vendor and offer to extend the existing agreement or contract for another year.
2. Inform the vendor that the terms and conditions of the original agreement or contract must remain the same, except the price. The price per meal may be negotiated but cannot be an amount "greater than the annual percentage increase of CACFP reimbursement rates from the prior yearly level."¹ (Refer to section 24(b) in the agreement and section 20(b)(2) in the contract.) CACFP will use 4.25 percent for Federal Fiscal Year 2008-2009.

For example, if the vendor previously charged a total of \$3.50 for breakfast, lunch, and snack, then the vendor cannot increase the total price by more than 4.25% or \$0.15. The 4.25% increase applies to the total price for all meals as recorded in the Meal Unit Price Schedule of the Extension for Food Service Agreements or Contracts.

3. **If the vendor agrees to maintain current prices, or the increases are 4.25% or less,** you can send the *Extension for Food Service Agreements or Contracts* (attached) with the completed Meal Unit Price Schedule to the vendor for their acceptance and signature. Once the Extension is signed by the vendor and returned to you, and it is satisfactory, the appropriate person in your organization should sign it.
4. **If the vendor wants price increases greater than 4.25%,** then you cannot extend the existing agreement or contract. In this case, you will be required to get new price quotes for an agreement or go out to bid for the food service contract.
5. The completed extension and a current two-week (or greater) menu must be submitted to our office prior to the expiration of the contract.

¹ Reimbursement rates are increased annually effective July 1. The rates are based on the *Consumer Price Index, Food Away from Home Series* published by the Bureau of Labor Statistics, Department of Labor.

Institution agreement # _____

**Child and Adult Care Food Program
Extension for Food Service Contracts**

The signed food service contract between the Institution and the Food Service Management Company (FSMC), originally executed for the period ____/____/____ through ____/____/____, included the provision to extend your existing contract each year under the same terms and conditions for up to four years.

The institution offers to extend the contract on the same terms and conditions in accordance with the Meal Unit Price Schedule below for a period of one year. The extension can be used only if the total unit price for meals does not exceed the percentage increase in the CACFP reimbursement rates from the previous year's rate.

This extension is in effect from: ____/____/____ through ____/____/____.

Meal Unit Price Schedule

	Breakfast	Lunch	Dinner	AM Snack	PM Snack	Total
Current unit price	\$	\$	\$	\$	\$	\$
New unit price*						

* The difference between the current and new price cannot exceed 4.25% in total.

IN WITNESS WHEREOF, the parties hereto have executed this extension to the original contract the day, month, and year indicated above.

Institution name: _____

Authorized Institution representative name (print): _____ Title: _____

Signature: _____ Date: _____

Food Service Management Company name: _____

FSMC representative name (print): _____ Title: _____

Signature: _____ Date: _____

Address: _____

Phone number: _____

Institutions are required to keep this extension and the current 4-week cycle menu on file.