



Georgia Department of Early Care and Learning

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## **Invitation for Bid/Contract with Food Vendor Company for the CACFP**

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This packet contains the prototype Invitation for Bid/Contract with Vendors and or Contractors. If the institution wishes to use a document other than this form, it must receive prior approval from Bright from the Start.

Institutions must ensure that goods and services are properly procured and maintain all records relating to the purchase of goods and services and the procurement process.

Use the Procurement Manual to determine if formal procurement is needed and ensure that the procurement action is properly conducted. This prototype bid/contract should only be used when formal procurement is necessary. Otherwise, the organization may only need an Agreement with the vendor. A sample Agreement can be found in the Procurement Manual located at the following website address [www.decal.ga.gov](http://www.decal.ga.gov) in the Nutrition section under program guidance.

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

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## Child and Adult Care Food Program Invitation for Bid and Contract

THIS DOCUMENT CONTAINS AN INVITATION TO VENDORS AND OR CONTRACTORS SUPPLYING GOODS TO BID ON INDIVIDUAL FOOD ITEMS FOR MEALS TO BE SERVED TO PARTICIPANTS IN THE CHILD AND ADULT CARE FOOD PROGRAM AUTHORIZED BY SECTION 13 OF THE NATIONAL SCHOOL LUNCH ACT, AND OPERATED UNDER PART 226 OF THE U.S. DEPARTMENT OF AGRICULTURE (USDA) REGULATIONS. THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO THE PROPOSED PROCUREMENT. UPON ACCEPTANCE IT SHALL CONSTITUTE THE CONTRACT BETWEEN THE BIDDER AND THE CONTRACTING INSTITUTION NAMED BELOW.

### SECTION A

**Part A, B and C of this section must be completed by the Contracting Institution only.**

**A. Contracting Institution Information**

<i>Organization's Name</i>		<i>Contact Person/Title</i>		<i>Phone Number</i>
<i>Street Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i>

**B. Bid Submission & Opening**

<i>Bid Submission Deadline Date</i>	<i>Deadline Time</i>	<i>Bid Issue Number</i>	<i>Bid Opening Date</i>	<i>Bid Opening Time</i>
<i>Location:</i>				
<i>Street Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i>

**C. Contract Dates**

<i>Date Begin (MM/DD/YY)</i>	<i>Performance Bond (Applies to contracts greater than \$150,000) (Contracting Institution shall insert appropriate percentage)</i>
<i>Date End (MM/DD/YY)</i>	<i>Number of annual contract renewals (if any)</i>

**Part D and E to be completed by Bidder only.**

**D. Bidder Information**

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

**E. Prompt Payment Discount: To be inserted by Bidder**

<i>Discount Percentage (%)</i>	<i>for payment within</i>	<i>Days</i>
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**Part F to be completed by Bidder**

**F. Price of Goods: Bidder to enter estimated cost of Goods from Section D-1**

	Totals		Totals
<i>Food Only</i>	\$	<i>Nonfood items only</i>	\$
<i>Milk Only</i>	\$	<i>All food items</i>	\$
<i>Bread Only</i>	\$	<i>Food and Non-Food</i>	\$
<i>TOTAL OF ALL ITEMS</i>			\$

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

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

**ACKNOWLEDGEMENT OF SUMMER FOOD SERVICE PROGRAM INCLUSION  
SECTION A-2**

THIS SOLICITATION AND DOCUMENT CONTAIN AN INVITATION FOR BID TO VENDORS AND/OR CONTRACTORS SUPPLYING GOODS INDIVIDUAL FOOD ITEMS IN BULK, MILK, AND OR NONFOOD SUPPLIES FOR MEALS TO BE PREPARED AND SERVED TO PARTICIPANTS IN THE SUMMER FOOD SERVICE PROGRAM (SFSP) AUTHORIZED BY SECTION 13 OF THE NATIONAL SCHOOL LUNCH ACT, AND OPERATED UNDER PART 225 OF THE U.S. DEPARTMENT OF AGRICULTURE (USDA) REGULATIONS, THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO THE PROPOSED PROCUREMENT, UPON ACCEPTANCE IT SHALL CONSTITUTE THE CONTRACT BETWEEN THE BIDDER AND THE CONTRACTING INSTITUTION NAMED BELOW.

[SEE SECTION C 2. e)]

NONE OF THE FOOD, MILK OR NON-FOOD ITEMS SOLICITED IN THIS DOCUMENT WILL BE PREPARED AND SERVED TO PARTICIPANTS IN THE SUMMER FOOD SERVICE PROGRAM (SFSP) AUTHORIZED BY SECTION 13 OF THE NATIONAL SCHOOL LUNCH ACT, AND OPERATED UNDER PART 225 OF THE U.S. DEPARTMENT OF AGRICULTURE (USDA) REGULATIONS, THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO THE PROPOSED PROCUREMENT, UPON ACCEPTANCE IT SHALL CONSTITUTE THE CONTRACT BETWEEN THE BIDDER AND THE CONTRACTING INSTITUTION NAMED BELOW.

Both the Contracting Institution and the Bidder shall execute this Acknowledgement that SFSP meals are/are not included.

<i>Name of Contracting Institution</i>	<i>Name of Vendor</i>
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**Note: Accepting a Bidder's offer does not constitute award of the contract.**

**Certificate of Independent Price Determination**  
**SECTION B**

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

<i>Name of Contracting Institution</i>	<i>Name of Vendor</i>
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- A. By submission of this offer, the Bidder certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this Invitation for Bid:
- 1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
  - 2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of this advertised bid directly or indirectly to any other Bidder or to any competitor; and
  - 3) No attempt has been made or will be made by the Bidder to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Vendor certifies that:
- 1) He or she is the person in the vendor's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A. 1) through A. 3) above; or
  - 2) He or she is not the person in the vendor's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A. 1) through A. 3) above, and as their agent, does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A. 1) through A. (3) above.

<i>Signature of Bidder's Authorized Representative</i>	<i>Title</i>	<i>Date (MM/DD/YY)</i>
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**In accepting this offer, the Contracting Institution certifies that their officers, employees or agents have not taken any action, which may have jeopardized the independence of the offer referred to above.**

<i>Signature of Authorized Contracting Institution Representative</i>	<i>Title</i>	<i>Date (MM/DD/YY)</i>
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**Note: Accepting a Bidder's offer does not constitute award of the contract.**

## Instruction to Bidders

### SECTION C

#### 1. Definitions as used herein:

- a) Bid: The Bidder's offer
- b) Bidder: A food service vendor submitting a bid in response to this invitation for bid.
- c) Contractor: A successful Bidder who is awarded a contract by an institution under the CACFP.
- d) Contracting Institution: The organization soliciting bids for the award of a contract. Invitation for Bid (IFB): The document where the procurement is advertised. In the case of this Program the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.
- e) Vendor/Contractor: Any commercial enterprise or nonprofit organization with which an institution may contract to provide cooked or uncooked items (not unitized, pre-packaged meals), milk, or nonfood supplies in bulk based on a fixed price per unit, as defined in the product list. Institutions may place orders based weekly, bi-weekly, monthly, etc., and invoices are submitted for payment.
- f) Invitation for Bid (IFB): The document where the procurement is advertised. In the case of this Program the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.

**Other terms shall have the meaning ascribed to them in the CACFP regulations (7 CFR Part 226).**

#### 2. Submission of Bids

- a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the Bidder's risk.
- b) The bid must be securely sealed in a suitable envelope, addressed to the office issuing the IFB and marked on the outside with the name, address, and phone number of the Bidder, bid number and date and time of opening.
- c) Bids must be executed and submitted in triplicate by the bid deadline date and time and at the location listed in Section A, Part B of this document. The delivery date of the bid will be used to determine if the bid was submitted timely.
- d) 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" will be governing should there be a variance between that copy of the bid and the other two copies submitted by the Bidder. NO changes in the specifications or general conditions are allowed. Prior to submission, the Bidder must initial erasures on all copies. Failure to do so may result in rejection of the bid.
- e) In accordance with 2 CFR 200.325 bid s over \$150,000, shall include a bid bond in the amount of \_\_\_\_\_ % of the bid price.  
(\*Contracting Institution shall insert appropriate percentage form 5% to 10 %.)  
Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually for the information of Federal bond-approving officers and person required giving bonds to the United States. All certificates of Authority expire June 30 and are renewable July 1, annually. Bid bonds will be returned (a) to unsuccessful Bidders as soon as practical after the opening of bids and (b) to the successful Bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.
- f) In accordance with 7 CFR 225.6(h)(2)(v) and for vendors providing bulk cooked food, provide a copy of a current State and local health certificate for the food 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 of 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 will not be binding. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an amendment of the IFB, if such information is necessary to Bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uninformed Bidders.

#### 4. Acknowledgement of Amendments to IFBs

The Contracting Institution must acknowledge receipt of an amendment to an IFB by a Bidder by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.

#### 5. 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.

#### 6. Errors In Bids

Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the Bidder's own risk and relief cannot be secured on the plea of error.



# Unit Price Schedule and Instructions

## SECTION D

1. Bidders are asked to submit prices in accordance with Product list of food and non-food and milk items meeting the contract specifications.
2. Evaluation of Bids will be performed as follows: (The Contracting Institution should indicate with a check mark, which evaluation method will be used to award.)
  - Bottom line - Determine the grand total bid for each Bidder by totaling the bids all food, non-food, and milk products ordered. Calculations should be verified.
  - Line item – Determine lowest bid by line item and award by line item. Calculations should be verified
3. Pricing shall be on the product list of food and non- food and milk provided to bidder by Contracting Institution. All Bidders must submit bids on the same product list provided by the Contracting Institution. Deviation from this shall be permitted only upon authorization of the Contracting Institution. See Section D-1 for additional instructions if any. Bid price must include the price of the food, non- food, and milk items.

The unit prices of each item which the Bidder agrees to furnish must be written in ink or typed in the blank space provided.

4. Contractor will be paid at the 100% cost rate during the payment period specified by bottom line or line item. See #2 above. (The Contracting Institution should indicate in Section E, #4, "Method of Payment," bi-weekly or monthly.)
4. Evaluation of Bidders: Each Bidder will be evaluated on the following factors: (The Contracting Institution should indicate with a check mark, what additional information, if any, for each letter, will be used in the evaluation process.)
  - a. Financial capability to perform a contract of the scope required by attesting that the bidder is not debarred or suspended, (See Section F) and by:
    - Providing a financial statement or audit that demonstrates financial viability
    - Providing a notarized statement affirming that the bidder has not file bankruptcy in the last 5-10 years.
  - b. Adequacy of facilities for food and vendors of bulk cooked food items , with approved license certifications that facilities meet all applicable State and local health, safety and sanitation standards by submitting the health and safety permit for facilities/warehouses where products originate.
  - c. Previous experience of the Bidder in performing actions similar in nature and scope by:
    - Submitting a list (no less than 3) of previous accounts serviced, and the names of contacts to verify.
    - Submitting reference letters \_\_\_\_\_ (\*\*Insert number no less than 2) from previous/current customers.
  - d. Affirming transportation capability by agreeing to deliver to sites listed (per instructions for Schedule A).
    - Documenting Sanitation and Proper packaging.
    - Documenting temperature control during transport.

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

5. Food Orders: Contracting Institution will order food, non-food and milk on \_\_\_\_\_ (\*\*Insert Day) of the week preceding the week of delivery; The Contracting Institution reserves the right to increase or decrease the amount of food ordered on a \_\_\_\_\_ hour notice or less if mutually agreed upon between the parties of this contract.

Appropriate number \*\*

6. Delivery Change Procedures: Orders will be delivered on a weekly basis in accordance with the weekly product listing provided by the individual pre-school centers indicated on Schedule A: Site Information List.
7. Noncompliance. The Contracting Institution reserves the right to inspect and determine the quality of food delivered and reject any products which do not comply with the requirements and specifications of the contract. The Contractor will not be paid for unauthorized products delivered. Products will be rejected if they do not comply with the specifications. The Contracting Institution or inspecting agency shall notify the Contractor and return products rejected and the reasons for rejection.

### 8. Specifications:

#### A: Packaging:

- 1 .Products shall be delivered according to the items indicated on the individual pre-school center product listing with appropriate food, nonfood and milk items
  - a. Food Transport:
    - Milk and Food is to be stored and transported in accordance with State and local health standards.
  - b. Food Specifications:
    - All food on the product list must meet the food specifications and quality standards. All meat and meat products ordered by the contracting institution shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection programs 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.

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

Individual Price Bid Sheet and Instructions  
SECTION D-1

\* Contracting Institution shall include BOTH, instructions and a product list for pricing (food, non-food, milk) items.

# General Terms and Conditions

## SECTION E

### 1. Delivery Requirements

A. Delivery shall be made by the Contractor to each Contracting Institution site(s) in accordance with the Specifications listed in Section D, #8, and the Schedule A.

Deliveries are made \_\_\_\_\_, unloaded, and placed in the designated site by the Contractor's personnel at the specified location(s)  
\*\* Bi-weekly, weekly, or monthly

B. The Contractor shall be responsible for delivery of all food, non-food and milk products. Adequate refrigeration shall be provided in clean vehicles during delivery of all food, non-food and milk to insure the wholesomeness of products at delivery in accordance with State and local health codes.

C. The Contracting Institution reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A. The Contracting Institution shall notify the Contractor by providing an amendment to Schedule A, of all sites which are approved, cancelled, or terminated subsequent to acceptance of this contract. Such an amendment shall be provided within \_\_\_\_\_ days.  
\*\* Number of days

### 2. Supervision and Inspection

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

### 3. Recordkeeping Requirements

The Contracting Institution is required to meet all of the Federally funded program and State agency reporting requirements. Therefore the following recordkeeping documents must be maintained.

- A. Invoices must be prepared by the Contractor and provided to the Contracting Institution individual site(s) on a monthly basis.
- B. Invoices must show itemized products and quantity ordered as well as unit cost for every item reflected on the invoice. Contracting Institution site(s) Designee(s) of the Institution site(s) shall check adequacy of delivery before signing the delivery ticket. Invoices shall be accepted by the site(s) only if signed by the institution's designee at the site. Time of delivery should be noted on the delivery ticket.
- C. The Contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
- D. The Contracting Institution shall provide, upon request, to representatives of Bright from the Start, U.S. Department of Agriculture, and/or the Comptroller General of the United States sufficient access to books, documents, papers and records to determine contract compliance.
- E. All Contracting Institution books and records must be retained for a period of three years from the later of the date of submission of the final claim for reimbursement, the date that the final payment is made under the contract, or the contract concludes, or longer if any of the following apply, until resolution of any contract disputes, investigation and/or review findings, or audit by representatives of the Bright from the Start, the U.S. Department of Agriculture, the Institution and the Comptroller General of the United States if matters are pending beyond the normal Federal record retention period.
- F. For renewal contracts, records of the initial procurement must be maintained for a three-year period or throughout the term of the contract, whichever is longer.

### 4. Method of Payment

The Contractor shall submit its itemized invoices to the Contracting Institution \_\_\_\_\_ in compliance with 7 CFR Section 226.6 (i) (2) of the CACFP regulations. The Contractor shall be paid by the Contracting Institution for all food, non-food and milk delivered in accordance with this contract and CACFP regulations. However, neither the USDA nor the State agency assumes any liability for payment of differences between the Contractor and the Contracting Institution that are eligible for reimbursement.  
\*\* Bi-weekly, weekly, or monthly

### 5. Inspection of Facility

- A. The Contracting Institution, the State Agency and USDA reserve the right to inspect the Contractor's facilities without notice at any time during the contract period.

- B. The Contractor's facilities shall be subject to periodic inspections by State and local health departments or any other agency designated to inspect the condition and quality of food/milk provided for the State. This will be accomplished in accordance with USDA regulations.
- C. The Contractor's facilities and delivery vehicles must be inspected by local health departments or the like, to determine that Contractor meets all Food and Drug Administration and USDA guidelines for health and safety. Contractor will notify the Sponsoring Institution in writing, according to governing regulations, or within 10 days, whichever is less, of a determination that it has failed to maintain a satisfactory status with its governing authorities.

6. **Performance Bond Requirement (Required for contracts greater than \$150,000)**

The successful Bidder shall provide the Contracting Institution with a performance bond in the amount of \*\*\* \_\_\_\_\_% of the total amount of the contract from a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

The bond shall be furnished not later than ten days following award of the contract.

**\*\*\* Contracting Institution should insert percentage based on its approved bonding policy/requirement or 100% of the Contract Price (per 2 CFR 200 §200.325), whichever is less.**

7. Availability of Funds

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

8. Emergencies

- A. In the event of unforeseen emergency circumstances, the Contractor shall immediately notify the Contracting Institution by telephone of the following:
  - 1. The impossibility of scheduled delivery;
  - 2. Shortage or unavailable contract item(s)The circumstance(s) precluding delivery; and
  - 3. A statement of whether or not succeeding deliveries will be affected
- B. No payment shall be made for products not received that were included on the Contracting Institution site(s) product listing order form.

9. Termination

- A. The Contracting 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 via certified mail, return receipt, of specific instances of noncompliance in writing.
- B. The Contracting Institution reserves the right to terminate this contract if and when the Contractor is incapable of fulfilling the requirements of this contract due to circumstances beyond the control of the Contractor. When the circumstances beyond the control of the Contractor cannot be resolved by the Contractor within a reasonable and timely manner, (interval of time) the Contracting Institution shall notify the Contractor of the termination due to circumstances beyond the control of the Institution in writing. The Institution shall have the right, upon such written notice, to immediately terminate the contract and the Contractor if applicable, shall be liable for any damages incurred by the Contracting Institution. Prior to termination, the Contracting Institution shall contact the State Agency or USDA Regional Office concerning procedures for conducting a procurement action.
- C. The Contracting Institution may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, if it is found by the Contracting 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 Contracting 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 by any competent court.
- D. The contract may be terminated for convenience and the terminating party is not required to provide any reason for terminating the contract other than for its own convenience. The terminating party must provide the other contract party \_\_\_\_\_ days written notice in order to terminate the contract for convenience.

\* Number of days

- E. In the event this contract is terminated as provided in paragraph (B) hereof, the Contracting Institution shall be entitled (a) 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 (b) to receive a penalty from the Contractor in addition to any other damages in an amount which shall not be less than three or more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee, or redeem performance bond
- F. The rights and remedies of the Contracting Institution 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. Breach of Contract

In the event of a breach of contract by either party, either party may take administrative, contractual, and legal remedies. The following remedies, procedures, and timeframes will be followed:

**\*(Contracting Institution should insert specific breaches and actions that will be taken for breach of contract. Add and refer to additional pages or an attachment if needed).**

11. Subcontractors and Assignments

The Contractor shall not subcontract for the food, non-food and milk product; and shall not assign, without the advance written consent of the Contracting Institution, this contract or any interest therein.

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

12. Buy American Provision

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

13. Energy Policy and Conservation Act

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of Georgia’s energy conversation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6322) will be met.

14. Miscellaneous Circumstances

Contracting Organization\*  has \*  does not have special circumstances, or uncommon business practices that are likely to impact purchasing patterns. Disclosures are located on (Schedule E). Contracting Organization is to disclose any possible fluctuations in purchasing.

**\* Contracting Institution shall provide and insert the information in the areas noted.**

**General Provisions**  
**SECTION F**

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

- 1) The following condition results when the Contracting Institution is a public institution with a contract in excess of \$10,000 or is a nonprofit institution

- The following condition does apply  
 The following condition does not apply

**Executive Order 11246, Equal Employment Opportunity**

“The Food Vendor or Contractor shall comply with Executive Order 11246, as amended by Executive Order 11375 (October 13, 1967 and Department of Labor Regulations (41 CFR Part 60).

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

- The following condition does apply  
 The following condition does not apply

**Bryd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors agree to comply with the certification and reporting requirements of 7 CFR Part 3018 attached copy which is part of this contract.

- 3) The following condition results when a contract or subcontract exceeds \$100,000

- The following condition does apply  
 The following condition does not apply

**Clean Air and Water**

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

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

- The following condition does apply  
 The following condition does not apply

**General Provisions**  
**SECTION F (CONTINUED)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING 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 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.

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Organization Name

PR/Award Number or Project Name

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

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Signature(s)

Date

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

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

## Certification of Standards of Conduct Section G

According to CACFP regulation in 7 CFR Section 226.22 (d) and 2 CRF Part 200.318, institutions must maintain a written code of standards of conduct.

- A. The written code of standards of conduct shall govern the actions of all the representatives in the award and administration of contracts supported by Program payments.
- B. No representative of the Contracting Institution or Vendor can participate in the selection, award or administration of this contract, which is supported by Federal funds, if and when a conflict of interest (real or apparent) is involved.
- C. A conflict would occur when:
  - 1. The employee, officer or agent;
  - 2. Any member of his/her immediate family;
  - 3. His or her partner; or
  - 4. An organization, which employs or will employ any of the above, has a financial or other interest in the vendor that has been selected.
- D. The Contracting Institution's representatives can and will not solicit nor accept gratuities, favors or any monetary incentive from Contractors, possible Contractors or parties to sub agreements.

<i>Contracting Institution Name</i>	
<i>Name(s) and Title(s) of Authorized Representative(s): (Print or Type)</i>	<i>Signature(s) of Authorized Representative(s):</i>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
<i>Date (MM/DD/YY)</i>	<i>Date (MM/DD/YY)</i>

### **Instructions for completion of Schedule A: Site Information List**

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

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

7. Bidder to add initials to the right of *Int:* for each site listed, to affirm that delivery can be made as requested based on information provided in Schedule A.

**Child and Adult Care Food Program**  
**Schedule A: Site Information List**

<i>Contracting Institution's Name</i>				<i>Contact Person</i>		<i>Phone Number</i>	
<i>Street Address</i>				<i>City</i>	<i>State</i>	<i>Zip Code</i>	
<i>SITE Name/Address/Phone/Contact Person</i>	<i>Begin Date (1)</i>	<i>End Date (2)</i>	<i>Total Days of Operation (3)</i>	<i>Meal Type (4)</i>	<i>Average Meals/Day (5)</i>	<i>Delivery Time (6)</i>	
				Breakfast			
				AM Supplement/Snack			
				Lunch			
				PM Supplement/Snack			
<i>Int:</i>							
<i>SITE Name/Address/Phone/Contact Person</i>	<i>Begin Date (1)</i>	<i>End Date (2)</i>	<i>Total Days of Operation (3)</i>	<i>Meal Type (4)</i>	<i>Average Meals/Day (5)</i>	<i>Delivery Time (6)</i>	
				Breakfast			
				AM Supplement/Snack			
				Lunch			
				PM Supplement/Snack			
<i>Int:</i>							
<i>SITE Name/Address/Phone/Contact Person</i>	<i>Begin Date (1)</i>	<i>End Date (2)</i>	<i>Total Days of Operation (3)</i>	<i>Meal Type (4)</i>	<i>Average Meals/Day (5)</i>	<i>Delivery Time (6)</i>	
				Breakfast			
				AM Supplement/Snack			
				Lunch			
				PM Supplement/Snack			
<i>Int:</i>							
<i>SITE Name/Address/Phone/Contact Person</i>	<i>Begin Date (1)</i>	<i>End Date (2)</i>	<i>Total Days of Operation (3)</i>	<i>Meal Type (4)</i>	<i>Average Meals/Day (5)</i>	<i>Delivery Time (6)</i>	
				Breakfast			
				AM Supplement/Snack			
				Lunch			
				PM Supplement/Snack			
<i>Int:</i>							

**Child and Adult Care Food Program**  
Schedule B: Menu Cycle

\* Contracting Institution may attach a menu cycle for each site.

Child and Adult Care Food Program  
 USDA Required Child Meal Patterns  
 Schedule C-1

The meal requirements for the Program are designed to provide nutritious and well-balanced meals to each participant. Except as otherwise provided in 7 CFR Section 226.20 of the CACFP regulations Schedule C-1, represents the minimum requirements, for meals served to children in the Program.

**Contracting Institution should check below if the child meal pattern is applicable or not for this bid/contract.**

- The USDA child meal pattern must be followed for the contract being executed.
- The USDA child meal pattern is not applicable as the contract being executed is for adults and/or infants.

Child Meal Pattern Food Components:		Age Group and Serving Size:		
		1 and 2 year olds:	3 – 5 year olds:	6 – 12 <sup>1</sup> year olds:
<b>Breakfast</b>	<b>Milk</b>			
	Fluid milk	1/2 cup	3/4 cup	1 cup
	<b>Vegetables and Fruits</b>			
	Vegetables and fruits or Full-strength vegetable or fruit juice <sup>2</sup>	1/4 cup 1/4 cup	1/2 cup 1/2 cup	1/2 cup 1/2 cup
	<b>Bread and Bread Alternates<sup>3</sup></b>			
	Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal <sup>4</sup> or Cooked cereal grains or Cooked pasta or noodle products	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup
<b>Lunch/Supper</b>	<b>Milk</b>			
	Fluid milk	1/2 cup	3/4 cup	1 cup
	<b>Vegetables and Fruits<sup>6</sup></b>			
	Vegetable(s) and/or fruit(s), 2 or more	1/4 cup total	1/2 cup total	3/4 cup total
	<b>Bread and Bread Alternates<sup>3</sup></b>			
	Bread or Cornbread, biscuits, rolls, muffins, etc. or Cooked pasta or noodle products or Cooked cereal grains	1/2 slice 1/2 serving 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/4 cup 1/4 cup	1 slice 1 serving 1/2 cup 1/2 cup
	<b>Meat and Meat Alternates</b>			
	Lean meat or poultry or fish or Alternate protein products or cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soy nut butter or other nut/seed butters or Peanuts or soy nuts or tree nuts or seeds <sup>7</sup> or Yogurt, plain or flavored, unsweetened or sweetened	1 oz. 1 oz. 1 oz. 1/2 egg 1/4 cup 2 Tbsp.  1/2 oz. = 50% 4 oz. or 1/2 cup	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 3/4 egg 3/8 cup 3 Tbsp.  3/4 oz. = 50% 6 oz. or 3/4 cup	2 oz. 2 oz. 2 oz. 1 egg 1/2 cup 4 Tbsp.  1 oz. = 50% 8 oz. or 1 cup
<b>Snack<sup>5</sup> (Select 2 different components)</b>	<b>Milk</b>			
	Fluid milk	1/2 cup	1/2 cup	1 cup
	<b>Vegetables and Fruits</b>			
	Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice <sup>2</sup>	1/2 cup 1/2 cup	1/2 cup 1/2 cup	3/4 cup 3/4 cup
	<b>Bread and Bread Alternates<sup>3</sup></b>			
	Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal <sup>4</sup> or Cooked cereal grains or Cooked pasta or noodle products	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup
	<b>Meat and Meat Alternates</b>			
	Lean meat or poultry or fish or Cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soy nut butter or other nut or seed butters or Peanuts or soy nuts or tree nuts or seeds <sup>7</sup> or Yogurt, plain or flavored, unsweetened or sweetened	1/2 oz. 1/2 oz. 1/2 egg 1/8 cup 1 Tbsp. 1/2 oz. 2 oz. or 1/4 cup	1/2 oz. 1/2 oz. 1/2 egg 1/8 cup 1 Tbsp. 1/2 oz. 2 oz. or 1/4 cup	1 oz. 1/2 oz. 1/2 egg 1/4 cup 2 Tbsp. 1 oz. 4 oz. or 1/2 cup

**Child and Adult Care Food Program**  
**USDA Required Child Meal Patterns (Continued)**

Schedule C-1

**Endnotes**

1. Children age 12 and older may be served larger portion sizes based on the greater food needs of older boys and girls, but must be served the minimum quantities specified for children ages 6 – 12.
2. Juice must be 100% vegetable or fruit juice.
3. Bread, pasta or noodle products, and cereal grains, must be whole grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole grain or enriched meal or flour, cereal must be whole grain or enriched or fortified.
4. Cold dry cereal can be measured by volume (cup) or weight (ounces), whichever is less.
5. Select at least two different food components. Juice must not be served when milk is served as the only other component.
6. At lunch and supper, serve two or more kinds of vegetables(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice must not be counted to meet more than one-half of this requirement.
7. At lunch and supper, no more than 50 % of the meat/meat alternate requirement can be met with nuts or seeds. Nuts or seeds must 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.

Child and Adult Care Food Program  
 USDA Required Adult Meal Patterns  
**SCHEDULE C-2**

The meal requirements for the Program are designed to provide nutritious and well-balanced meals to each participant. Except as otherwise provided in 7 CFR Section 226.20 of the CACFP regulations, Schedule C-2, represents the minimum requirements, for meals served to adults in the Program.

**Contracting Institution should check below if the adult meal pattern is applicable or not for this bid/contract.**

- The USDA adult meal pattern must be followed for the contract being executed.
- The USDA adult meal pattern is not applicable as the contract being executed is for children and/or infants.

<b>Adult Meal Pattern</b>				
<b>Food Components</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Supper</b>	<b>Supplement (Select 2 of the 4 components)</b>
<b><u>Milk, fluid</u></b>	1 cup	1 cup	None required	1 cup
<b>Vegetable(s) and/or Fruit(s)</b>  Vegetables and/or fruit or full strength vegetable juice or full strength fruit juice or an equivalent combination of vegetable(s), fruit(s) and juice	½ cup	1 cup total (two or more servings)	1 cup total (two or more servings)	½ cup <sup>1</sup>
<b>Bread and Bread Alternates<sup>2</sup></b> Bread or cornbread, biscuits, rolls, muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains	2 slices 2 servings 1 ½ cups 1 cup 1 cup	2 slices 2 servings 1 ½ cups 1 cup 1 cup	2 slices 2 servings 1 ½ cups 1 cup 1 cup	1 slice 1 serving ¾ cup ½ cup ½ cup
<b>Meat and Meat Alternates</b> Lean meat or poultry or fish <sup>3</sup> or Alternate protein product or Cheese or Egg or Cooked dry beans or peas or Peanut or other nut or seed butter or Nuts and/or seeds <sup>4</sup> or yogurt <sup>5</sup>	None required	2 ounces 2 ounces 2 ounces 1 ½ cup 4 Tablespoons 1 ounce 8 ounces	2 ounces 2 ounces 2 ounces 1 ½ cup 4 Tablespoons 1 ounce 8 ounces	1 ounce 1 ounce 1 ounce ½ ¼ cup 2 Tablespoons 1 ounce 4 ounces

<sup>1</sup> Juice cannot be served for the supplement meal when milk is the only other supplement component.

<sup>2</sup> Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

<sup>3</sup> A serving consists of the edible portion of cooked lean meat or poultry or fish.

<sup>4</sup> Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch/supper requirement.

<sup>5</sup> Yogurt may be plain or flavored, unsweetened or sweetened.

**INFANT AND ADULT FOOD PROGRAM  
USDA REQUIRED INFANT MEAL PATTERNS  
SCHEDULE C-3**

The meal requirements for the Program are designed to provide nutritious and well-balanced meals to each participant. Except as otherwise provided in 7 CFR Section 226.20 of the CACFP regulations. Schedule C-3 represents the minimum required portion sizes by age

**Contracting Institutions should check below if the infant meal pattern is applicable or not for this bid/contract**

- The USDA Infant meal pattern must be followed for the contract being executed
- The USDA infant meal pattern is not applicable as the contract being executed is for adults and/or children.

	Infant Meal Pattern Food Components:	Age Group and Servicing Size:		
		Birth Through 3 Months	4 Through 7 Months	8 Through 12 Months
<b>Breakfast</b>	Formula <sup>(1)</sup> or Breast Milk <sup>(2)(3)</sup>	4-6 fl oz.	4-8 fl oz.	6-8 fl oz.
	Infant Cereal		0-3 Tbsp.	2-4 Tbsp.
	Fruit and/or Vegetable			1-4 Tbsp.
<b>Lunch/Supper</b>	Formula <sup>(1)</sup> or Breast Milk <sup>(2)(3)</sup>	4-6 fl oz.	4-8 fl oz.	6-8 fl oz.
	Infant Cereal		0-6 Tbsp.	2-4 Tbsp.
	Fruit and/or Vegetable		0-3 Tbsp.	1-4 Tbsp.
	Meat, Fish, Poultry, egg yolk, cooked dry beans or peas			1-4 Tbsp.
	Cheese			1/2 - 2 oz.
	Cottage Cheese, Cheese Food, or Cheese spread			1-4 Tbsp.
<b>Snack</b>	Formula <sup>(1)</sup> or Breast Milk <sup>(2)(3)</sup>	4-6 fl oz.	4-6 fl oz.	2-4 fl oz.
	Or Fruit Juice			2-4 fl oz.
	Bread or			0- 1/2 <sup>(4)(6)</sup>
	Crackers			0-2 <sup>(4)(6)</sup>

- <sup>(1)</sup> Infant formula and dry infant cereal shall be iron fortified
- <sup>(2)</sup> It is recommended that breast milk be served in place of formula from birth through 11 months
- <sup>(3)</sup> For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered if the infant is still hungry.
- <sup>(4)</sup> A serving of this component shall be optional if it is not developmentally appropriate for the infant
- <sup>(5)</sup> Fruit juice shall be full strength
- <sup>(6)</sup> Bread and bread alternates shall be made from whole-grain or enriched meal or flour

**SCHEDULE E**

**SPONSOR** \_\_\_\_\_

None Known

Known Miscellaneous Circumstances are:

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