CACFP Agreement Number: _____

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

This is an Invitation For Bid (IFB) / Request For Proposal (RFP) for the furnishing of meals (unitized if applicable) to be served to participants in the Child and Adult Care Food Program 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 Contractee and the Contractor identified below. The purpose of this contract is to provide meals by the Contractor to the Contractee's facilities in accordance with the Child and Adult Care Food Program (CACFP) 7 CFR Part 226.

IFB/RFP Number (Formal Advertising Only) _____

Date, Time and Location of Bid Opening, if applicable:

Date: _____ Time: _____ Location: _____

Section 2. CONTACT INFORMATION

Please type or print legibly.	Contractee (CACFP Institution)	Contractor (Food Service Management Co, Vendor, School)
Name of Institution/Company	_____	_____
Address	_____	_____
City and Zip	_____	_____
Telephone	_____	_____
Authorized Representative's Name	_____	_____
Title	_____	_____
Authorized Representative's Signature [1]	_____	_____
Date Signed	_____	_____

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

Section 3. EFFECTIVE DATES

This contract covers the period beginning _____ and ending _____. This contract may not exceed one year and may not cover more than one fiscal year (July 1 - June 30).

STATE AGENCY USE

Date Received: _____

NDE Reviewer: _____

Contract Amount: _____

Original Bid Date: _____

Review Status

☐ Incomplete – sponsor notified on (date): _____

☐ Approved – approval letter sent on (date): _____

SECTION 4. CONTRACT COST WORKSHEET & DELIVERY SCHEDULE

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

Table 1. CONTRACT COST WORKSHEET
Complete this worksheet for meal types included in this contract.

Meal Service	Check if Meal Includes Milk ✓	# Meals Served Daily	X	# Days Served Annually	X	Cost Per Meal	=	Total
PARTICIPANT MEALS								
Breakfast			X		X	$	=	$
AM Snacks			X		X	$	=	$
Lunches*			X		X	$	=	$
• Ages 1-2			X		X	$	=	$
• Ages 3-5			X		X	$	=	$
• Ages 6-12			X		X	$	=	$
• Adult			X		X	$	=	$
PM Snacks			X		X	$	=	$
Suppers			X		X	$	=	$
EV Snack			X		X	$	=	$
* It is not required to obtain bids itemized by age group; this option is available for vendors using this pricing option.								
STAFF MEALS (not eligible for CACFP reimbursement, but an allowable cost)								
Breakfast			X		X	$	=	$
AM Snack			X		X	$	=	$
Lunch			X		X	$	=	$
PM Snack			X		X	$	=	$
Supper			X		X	$	=	$
EV Snack			X		X	$	=	$
Delivery Charge (if applicable)					X	Daily Charge		
						$	=	$
TOTAL ANNUAL COST								$

If the total annual cost is more than $50,000, the CACFP sponsor may not sign the contract until it has been reviewed by NDE Nutrition Services.

Table 2. PARTICIPATING CENTERS AND DELIVERY SCHEDULE
(Attach additional page if necessary)

CENTER NAME	ADDRESS	TYPE OF MEAL(S) Check all that apply	NUMBER OF DAILY MEALS	DELIVERY TIME RANGE	START DATE	END DATE
		☐ Breakfast ☐ AM Snack ☐ Lunch ☐ PM Snack ☐ Supper ☐ EV Snack	_____ _____ _____ _____ _____ _____			
		☐ Breakfast ☐ AM Snack ☐ Lunch ☐ PM Snack ☐ Supper ☐ EV Snack	_____ _____ _____ _____ _____ _____			
		☐ Breakfast ☐ AM Snack ☐ Lunch ☐ PM Snack ☐ Supper ☐ EV Snack	_____ _____ _____ _____ _____ _____			
		☐ Breakfast ☐ AM Snack ☐ Lunch ☐ PM Snack ☐ Supper ☐ EV Snack	_____ _____ _____ _____ _____ _____			
		☐ Breakfast ☐ AM Snack ☐ Lunch ☐ PM Snack ☐ Supper ☐ EV Snack	_____ _____ _____ _____ _____ _____			
		☐ Breakfast ☐ AM Snack ☐ Lunch ☐ PM Snack ☐ Supper ☐ EV Snack	_____ _____ _____ _____ _____ _____			
		☐ Breakfast ☐ AM Snack ☐ Lunch ☐ PM Snack ☐ Supper ☐ EV Snack	_____ _____ _____ _____ _____ _____			

Section 5. TERMS AND CONDITIONS

1. The Contractor will prepare meals of the Contractee's choice as indicated in the Contract Cost Worksheet (Table 1 on Page 2) of this contract.

2. Meals prepared under this contract by the Contractor must comply with the meal patterns components and serving sizes as required in 7 CFR Part 226.20 of the CACFP. Meals must meet or exceed U.S. Department of Agriculture required meal pattern and serving size.

3. The Contractor agrees to operate in accordance with current program regulations - 7 CFR Part 226.

4. The unit prices submitted are based on the four-week cycle menus which are attached to this contract.

5. The above total annual cost in Table 1 Contract Cost Worksheet **(check one)**

   ☐ does
   ☐ does not

   include nonfood items such as condiments, straws for milk, napkins, single service ware, etc.

6. The Contractor must provide menus to the Contractee on a **(check one)**

   ☐ weekly
   ☐ bimonthly
   ☐ monthly

7. Meals will be **(check one)**

   ☐ delivered by the Contractor
   ☐ picked up by the Contractee
   ☐ other (specify): _____
   according to the delivery/pickup schedule in Table 2 on Page 3 of this contract.

8. Meals will be provided **(check one)**

   ☐ unitized
   ☐ bulk
   to the sites listed in Table 2 on page 3, which of this contract.

9. Any changes in approved sites will be made by the Contractee not less than **[enter number] _____ day(s)** prior to the day of delivery of the meals.

10. The Contractee reserves the right to increase or decrease the number of meals ordered on a **[enter number] _____ hours** notice or less if mutually agreed upon between the parties to this contract.

11. The Contractor shall attach a ticket with each delivery specifying the quantity of meals, by type (breakfast, lunch, snack, supper) that are provided. The Contractor will present an invoice and delivery receipts within **[enter number] _____ working days** following the end of the preceding month for meals delivered. The Contractee will submit payment to the Contractor within **[enter number] _____ days** of receipt of the invoice.

12. The Contractor agrees to utilize any Federally donated commodities received by the Contractee only for the food service program of the Contractee.

13. The Contractor agrees to package and deliver meals in containers that meet local health standards. The Contractor assures that it has Federal, State or local health certification at the preparation facility and assures that health and sanitation requirements will be met at all times. If requested, the Contractor agrees to provide meals for periodic inspection to determine bacteria levels and results shall be submitted to the Contractee and the State Agency.

14. The Contractor may not subcontract any portion of this contract.

15. The Contractor must maintain all records supported by invoices, receipts or other evidence – as required by 7 CFR 226.

16. The books and records pertaining to the Contractor's and Contractee's service operation shall be available for inspection and/or audit by representatives of the State Agency; USDA Food and Nutrition Service, the U.S. General Accounting Office; and USDA Office of the Inspector General, at any reasonable time and place. These records must be retained for a period of three years from the date of receipt of final payment under this contract, or in cases where an audit remains unresolved, until such time as the audit is resolved.

17. The Contractee will not pay for meals that are delivered beyond the agreed upon delivery time, that are spoiled or unwholesome, that do not meet meal requirements as set forth herein, or that have been disallowed for reimbursement by State Agency or Federal reviewers.

18. Delivered meals shall be delivered on a daily basis in accordance with the delivery schedule which appears in Table 2. Deviation from this delivery schedule shall be permitted only upon authorization of the Contractee. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the Contractor from delivering a specified meal component, the Contractor shall notify the Contractee immediately so substitutions can be agreed upon. The Contractee reserves the right to suggest menu changes within the food service management company's food cost periodically throughout the contract period.

19. The Contractee reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The Contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, meals which are spoiled or unwholesome at time of delivery, potentially hazardous foods delivered between the temperature of 45F - 140F, and meals rejected because they do not comply with the specifications. The Contractee reserves the right to obtain meals from other sources if meals are rejected due to the stated reasons. The Contractor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The Contractee or agency inspecting shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.

20. Specifications

A. Packaging

1. Hot Meal Unit-Packaging suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400F (or 240C) or higher.
2. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and non-toxic.
3. Cartons - Each carton shall be labeled. Label to include:
    a. Processor's name and address (plant)
    b. Item identity, meal type
    c. Date of production
    d. Quantity of individual units per carton
4. Meals shall be delivered with the following nonfood items: condiments, straws for milk, napkins, single service ware, etc., if so specified in Paragraph 5 of this contract.

B. Food Preparation

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

C. Food Specifications

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

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

Product specifications: "fluid milk served in CACFP to participants two years of age and older must be: fat-free or low-fat milk, fat-free or low-fat lactose reduced milk, fat-free or low-fat lactose free milk, fat-free or low-fat buttermilk, or fat-free or low-fat acidified milk. Milk served must be pasteurized fluid milk that meets State and local standards, and may be flavored or unflavored. Whole milk and reduced-fat (2%) milk may not be served to participants over two years of age."

Milk delivered hereunder shall conform to these specifications. (Memo CACFP 21-2011-REVISED September 15, 2011)

21. Therefore, Delivery Requirements

A. Delivery shall be made by the Contractor to each center in accordance with Section 5 Number 7 of this contract.
B. Meals shall be daily delivered, unloaded and placed in the designated center by the Contractor's personnel at each of the locations and times listed in Table 2 of this contract, unless otherwise specified in Section 5 Number 7 of this contract.
C. The Contractor shall be responsible for delivery of all meals and dairy products at the specified time.
D. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes. Refrigerated storage:

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

E. The Contractee reserves the right to add or delete centers. This shall be done by amendment of Table 2 of this contract. Deletion or addition of centers will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting centers shall be negotiated and noted in the modification. The Contractor's invoice shall show the cost as a separate item for that center. Changes and amendments to this contract must be submitted to the Nebraska Department of Education Nutrition Services by the Contractee within 10 days of changes or amendments.

22. 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.

23. Record Keeping

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

B. The Contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence 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, the Contractee and the Comptroller General of the United States at any reasonable time and place.

24. Conditions required by Federal Law or U. S. Department of Agriculture. Check all that apply to this contract.

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

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

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

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

2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, age, disabilities, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 12, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

The Contractor agrees as follows:

1. To comply with all the requirements of section 114 of the Clean Air Act, as amended (41 USC 1857, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.

2. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
3. To use the Contractor's best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
4. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

The terms used in this clause have the following meanings:

1. The term "Air Act" means the Clean Air Act, as amended (41 USC 1857 et seq., as amended by Public Law 91-604).
2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500).
3. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation as described in section 110(d) of the Clean Air Act (42 USC 1857c-5(d), an approved implementation procedure or plan under section 111© or section 111(d), respectively, of the Air Act (42 USD 1857c-6©(d)), or an approved implementation procedure under section 112(d) of the Air Act (42 USC 1857c-7(d)).
4. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 USC 1342) or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 USC 1317).
5. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
6. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft location or sites of operations owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plan, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

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

The bidder certifies as follows:

1. Any facility to be utilized in the performance of this proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.
2. The bidder will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is proposed to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
3. The bidder will include substantially this certification, including this paragraph in every nonexempt subcontract.

☐ **C. Energy Policy and Conservation Act** (P.L. 94-163)
Institutions shall insert mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with P.L. 94-163.

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

Sign and submit Attachment C.

25. Termination: The Contractee reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of the contract. The Contractee shall notify the Contractor of specific instances of noncompliance in writing. In instances where the Contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Contractee shall have the right, upon written notice, of the immediate termination of the contract and the Contractor shall be liable for any damages incurred by the Contractee. The contract may be terminated by either party upon submission to the other party of written notice at least 30 days prior to the date of termination. A copy of the termination letter must be sent to the state agency.

26. The Contractor assures that foods and products supplied under this contract comply with Section 3(h) of the Commodity Distribution Reform Act and WIC Amendments of 1987 and Section 250.23 of Federal Food Distribution Program regulations which mandate that CACFP centers and sponsors purchase, whenever possible, only food products produced in the United States.

27. Check if Applicable ☐
The CACFP institution operates under the auspices of a public agency or institution which follows applicable State or local laws governing bid procedures. This contract constitutes an addendum to an agency-wide contract for food service.

28. Check if Applicable ☐
Additional provisions stipulated by Contractee and Contractor (Specify below or attach additional pages, if necessary):