Procurement Procedures and Instructions for CACFP Food Service Contracts

Standard Food Service Contract & Attachments NS-404-G

For Child and Adult Care Centers Participating in the Child and Adult Care Food Program (CACFP)

Contents

Instructions
Resources
CACFP Food Service Contract NS-404-G
NS-404-G Attachments

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Child and Adult Care Food Program
P.O. Box 94987
Lincoln, NE 68509
Toll Free: (800) 731-2233
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TABLE OF CONTENTS

Section A. Instructions
Introduction to Procurement Procedures and Instructions for Food Service Contracts 1
Due Dates and Submission of the Food Service Contract 1
Procurement Procedures 2
Contracting with a School 2
Competition 2
Method of Procurement 2
Small Purchase Procedure 2
Competitive Sealed Bid 3
Competitive Negotiation 3
Noncompetitive Negotiation 4
Online Resources and Publications 4
Instructions for filling out the contract 5

Section B. Omitted. See online resources for link to electronic code of Federal regulations.

Section C. Resources

Things to know about contracting for food service 8
Frequently Asked Questions 8
CACFP Meal Pattern Requirements 8
Cycle Menus 12
Food Service Vendors 13
Sample Delivery Ticket 15
Checklist for submitting the food contract 16
What to keep on file and what to submit to Nutrition Services 17

Section D. Food Service Contract
Food Service Contract NS-404-G

Section E. Attachments
Attachment A – Procurement Procedures
Attachment B – Independent Price Determination
Attachment C – Certificate Regarding Debarment and Suspension

Introduction to Procurement Procedures and Instructions for Food Service Contracts

NOTE: Read this instruction manual thoroughly before soliciting bids for vended food service under the Child and Adult Care Food Program. If you have questions, call Nutrition Services at (800) 731-2233 or (402) 471-2488 before soliciting bids.

You are required to use the standard Food Service Contract, NS-404-G. No other contracts will be recognized or approved.

Due Dates & Submission of the Food Service Contract

- For renewing centers, the food service contract, NS-404-G, shall be submitted as a supporting document with your CACFP agreement. These are due June 1.
- If you are contracting with a school for meals for a school-year meal service, the due date is August 15 or prior to the first date of meal service.
- For centers new to the CACFP, the food service contract, NS-404-G, is a supporting document which becomes part of the institution's application to participate in the Child and Adult Care Food Program. The contract is submitted with the Program Application and Agreement to participate in the CACFP.
- For participating centers that are changing from self-prepared meals to vended meals, the due date is 14 calendar days prior to the beginning date of the contract.

The Nebraska Department of Education shall respond to any request for approval within 10 working days of receipt.

Important reminders

- Meals may not be claimed for reimbursement if the food service contract has not been approved by the Nebraska Department of Education Nutrition Services office. Meals that are claimed inappropriately will be disallowed.
- All bids exceeding $150,000 must be submitted to the Nebraska Department of Education Nutrition Services for approval before you may accept and sign them.
- All bids shall be submitted to the Nebraska Department of Education Nutrition Services before accepting a bid which exceeds the lowest bid.
- Failure to submit a complete food service contract and applicable attachments will affect the effective date of the institution's CACFP agreement.
- If you are changing from vended meals to self-preparation of meals, you must notify the Nebraska Department of Education Nutrition Services prior to the change. This may be done by letter, telephone, email or fax (402) 471-4407. This notification must include the effective date of the change. Nutrition Services will inform you of additional requirements at that time.

Make sure you keep a copy of your contract and attachments on file with your CACFP paperwork.
Mail one photocopy of the completed contract and applicable attachments to:

Nutrition Services
Nebraska Department of Education
P. O. Box 94987
Lincoln, NE 68509-4987

Procurement Procedures

Section 226.2 of the Child and Adult Care Food Program (CACFP) regulations defines a **Food Service Management Company** (FSMC) as "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." Another type of contractor is a **vendor or supplier** which provides specific food or nonfood products.

As with all other federal funds, the primary objective of these procedures is to ensure maximum open and free competition. With the exception of FSMC (as defined above) contracts, it should be noted that all procurement contracts awarded under the CACFP may not exceed a term of one year and may not be renewed noncompetitively. FSMC contracts also may not exceed a term of one year, but may be renewed noncompetitively for up to four years.

Contracting with a school

Institutions that contract for meals from a school food authority (SFA) are exempt from these procedures to the extent that contracts with SFAs may be procured noncompetitively**.** This means you may contract with a school that participates in the National School Lunch Program without soliciting or advertising for bids. If the contract exceeds $150,000 the center must submit the contract to the Nebraska Department of Education Nutrition Services office for review before accepting the bid and signing the contract.

Competition

All procurement transactions will be conducted in a manner providing full and open competition. Some of the situations considered to be restrictive of competition include but are not limited to:

1) placing unreasonable requirements on firms in order for them to qualify to do business,
2) requiring unnecessary experience and excessive bonding,
3) noncompetitive pricing practices between firms or between affiliated companies,
4) organizational conflicts of interest,
5) specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
6) any arbitrary action in the procurement process.

Method of Procurement

For a single contract procurement with a total value $150,000 or less, any of the methods may be used. For a contract procurement with a total dollar value more than $150,000, you must use one of the following methods: competitive sealed bids, competitive negotiation or non-competitive negotiation.

Small Purchase Procedure

If the contract is for $150,000 or less, you may use the Small Purchase Procedure. The contractor is identified without formal advertising or publication. However, price or rate quotations must be obtained from an adequate number of qualified sources. These price or rate quotations must be documented and maintained on file at the institution and identified on Attachment A.

Competitive Sealed Bid

If the contract is for more than $150,000, use a Competitive Sealed Bid or Invitation for Bid (IFB). Sealed bids must be publicly solicited by advertising in a newspaper of general circulation and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price. In order for sealed bidding to be feasible, appropriate conditions must be present, including, at a minimum, the following:

1) a complete, adequate and realistic specification or purchase description;
2) two or more responsible bidders willing and able to compete effectively for the business;
3) the procurement lends itself to a firm fixed-price contract, and selection of the successful bidder can appropriately be made principally based on price.

When using sealed bidding for procurement, the following requirements apply:

1) The contractee (CACFP institution) determines sufficient lead time (**at least 14 calendar days)**, prior to the date set for opening of bids, for bids to be solicited from an adequate number of known suppliers, and the invitation to bid is publicly advertised in a newspaper of general circulation.
2) The invitation for bids, including specifications and pertinent attachments, clearly defines the items or services needed in order for the bidders to properly respond to the invitation.
   a. The IFB shall not:
      i. Provide for loans, other monetary benefits, or include terms and conditions made to the CACFP Institution that may influence the contract award;
      ii. Include non-food items except where such items are essential to the conduct of the food service; or
      iii. Specification for ethnic or religious needs unless special requirements are necessary to meet the needs of the participants to be served.
3) All bids are opened publicly at the time and place stated in the public announce for the invitation for bids.
4) A firm fixed-price contract award is made in writing to the lowest responsive and responsible bidder.
5) Any or all bids may be rejected by the contractee, if there is a sound documented reason.

Competitive Negotiation

The request for proposal (RFP) is advertised and proposals are requested from a number of sources. Negotiations are normally conducted with more than one of the sources submitting offers. The negotiation process may be repetitive in nature. Either a fixed-price or cost-reimbursable contract is awarded, as appropriate. Competitive negotiation may be used even if conditions are not appropriate for formal advertising.

If competitive negotiation is used for procurement, the following requirements apply:

1) Initial specifications are provided and proposal solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The RFP is publicized by advertising in a newspaper of general circulation and reasonable requests by other sources to compete are honored.
2) The RFP identifies all evaluation factors, including price or cost where required, and their relative importance to each other.
3) The contractee is responsible for technical evaluation of the proposals received, determination of responsible proposals for the purposes of written or oral discussion, and contract award selection.
4) After each round of negotiation, the specifications may be redrafted to include the best terms of each proposal. Proceed to Step 1. At such time as the proposals provide the most advantageous

position for the contractee, proceed to the next step. The award is made to the responsible offeror whose proposal is most advantageous to the contractee, price and other factors considered. Unsuccessful offerors are notified promptly.

Non-competitive Negotiation

Non-competitive negotiation is used to develop terms of the contract in cases where a proposal was solicited from only one source, or in cases where proposals were solicited from multiple sources but the competition is determined by the contractee to be inadequate. Non-competitive negotiation may be used only when the awarding of a contract is not possible under any of the other procedures (small purchase, competitive bidding with formal advertising, or competitive negotiation). Non-competitive negotiation may be used only under the following circumstances:

1) The item/service is available only from a single source; or
2) Public urgency or emergency exists which does not permit delays associated with competitive solicitation for the service; or
3) After solicitation of a number of sources, competition is determined inadequate by the contractee.

Sample Print Advertisement when advertising for bids

> Hokey's Hideaway Inc., a licensed day care center, is soliciting bids from vendors to provide meals under the requirements of the Child and Adult Care Food Program (7 CFR 226.20). The request for proposal and bid specifications may be obtained by contacting: Jane T. Hokey, Hokey's Hideaway, 1200 Pioneer Place, Any Town, NE 68509. Telephone: (402) 555-5555. Sealed bids must be received at that address no later than April 1, 2016. Bids will be opened at 5:30 p.m. on April 2 at the same address. Proposals must remain valid for 60 days and offer firm-fixed prices for the current fiscal year.

The following online resources are available for CACFP Institutions, Vendors and Schools to aid in the preparation of meals that meet CACFP meal pattern requirements.

Online Resources and Publications

Crediting Foods in the Child and Adult Care Food Program, Nebraska Department of Education Nutrition Services **–** provides guidance on what foods may or may not be eligible as part of a reimbursable meal on the CACFP. We encourage you to share this publication with your contractor.

https://www.education.ne.gov/ns/forms/cacfpforms/newCACFPcreditinghandbook.pdf

Food Buying Guide for Child Nutrition Programs **–** U. S. Department of Agriculture - guide to quantity calculations and serving sizes

http://www.education.ne.gov/NS/forms/cacfpforms/fbg.html

Nebraska Food Service Contract NS-404-G and Attachments **–** download or print copies of this manual, contract, forms and attachments; current list of registered vendors

http://www.education.ne.gov/NS/forms/cacfpforms/FoodContracts/index.html

INSTRUCTIONS for filling out the contract

Section 1. If the contract is expected to exceed $150,000 use the Competitive Sealed Bid or Competitive Negotiation method of procurement, assign an IFB/RFP (Invitation For Bid/Request For Bid) number and give the date, time and location of when the sealed bids will be opened.

Section 2. List the name and address of the CACFP Institution and the Contractor (FSMC, vendor, school, etc.). If the contract is $150,000 or less the authorized representative of the CACFP institution may sign the contract and submit it to the Nebraska Department of Education Nutrition Services. Contracts exceeding an annual cost of $150,000 must be reviewed and approved by the Nebraska Department of Education Nutrition Services before they can be signed by the CACFP institution's authorized representative. Allow 10 working days for the state agency to review a contract that exceeds $150,000.

Section 3. Indicate the beginning and ending dates of the contract. Contracts may not exceed one year and may not cover more than one fiscal year (July 1 - June 30).

Section 4. Contract Cost Worksheet & Delivery Schedule

Table 1. Contract Cost Worksheet

Check if the meal will include milk, the number of meals expected to be served daily, the number of days that meals will be served annually during the term of the contract, and the cost per meal. Multiply the number of meals served daily by number of days served by cost to get a subtotal for each meal. If there is a delivery charge, multiply the daily charge by the number of days that meals will be delivered. Total the numbers in the last column to get the Total Annual Cost.

Table 2. Participating Centers and Delivery Schedule

List the name and address of all centers included in this contract. Check the meals that each center will receive. Indicate the number of daily meals expected to be served, the delivery time range and the start date and ending date of service. Attach additional pages, if necessary.

Refer to the sample on the next page.

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 $150,000, the CACFP sponsor may not sign the contract until it has been reviewed by NDE Nutrition Services.								

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

CENTER NAME	ADDRESS	TYPE OF MEAL(S) Check all that apply	NUMBER OF DAILY MEALS	DELIVERY TIME RANGE	START DATE	END DATE
		☐ 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

Paragraphs 5 through 11 require that an option be marked in the box or that the number of hours or days be filled in. Be sure that you provide information for all of these items.

Paragraph 22 (Pages 7-10)

A. Equal Opportunity – This box must be checked for all contracts in excess of $10,000.
B. Clean Air and Water – This box must be checked for all contracts in excess of $100,000.
C. Energy Policy and Conservation Act - 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, if applicable.
D. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – If the contract exceeds $100,000 per year, Attachment C must be signed and submitted.

Paragraph 25 (Page 10) Check this box if the CACFP institution operates under the auspices of a public agency which follows applicable State or local laws governing bid procedures.

Paragraph 26 (Page 10) Include any additional provisions stipulated by the Contractee and Contractor (attach additional pages, if necessary).

Federal Regulation References

OMB Super circular (Effective October 2015) - Title 2 Part 200 (2 CFR 200 – Sub-Part D)
Procurement standards maybe located at 2 CFR 200.317.

http://www.ecfr.gov/cgi-bin/text-idx?SID=5ef13598561a9822ab3dbcfd1e9f0d36&mc=true&node=sp2.1.200.d&rgn=div6

CACFP 7 CFR 226

https://www.ecfr.gov/cgi-bin/text-idx?SID=a0e55211073861c1448efa9f41efe64f&mc=true&node=pt7.4.226&rgn=div5

Things to know about contracting for food service

Communication is important with food service vendors

More and more child and adult care centers are contracting with food service vendors or schools to prepare some or all of the meals served at their centers. Many factors contribute to the decision to contract for meals. Lack of adequate meal preparation facilities, cost and convenience are just a few of the reasons centers contract for meals.

Just because a center contracts for meals, this does not eliminate the responsibility of complying with regulations governing the Child and Adult Care Food Program. It is important for center personnel to be familiar with the meal pattern requirements of the CACFP to assure that children and adult participants are served creditable and reimbursable meals. Remember - if your contractor does not provide a creditable meal you may not claim reimbursement if the meal pattern is not met.

During compliance reviews, our staff occasionally finds contracted meals that do not meet the meal pattern requirement. Deductions are made for these meals. By being aware of the CACFP meal pattern requirements and communicating with your contractor, you can avoid these deductions. The standard food service contract provided by Nutrition Services stipulates that the contractee will NOT pay for meals that do not meet meal pattern requirements or that have been disallowed for reimbursement by state agency or federal reviewers.

Frequently Asked Questions

Q: What should I do if the meal delivered by my contractor does not meet CACFP meal pattern requirements?

A: Notify the contractor or school immediately that the meal does not meet CACFP meal pattern requirements. If time allows, the contractor may be able to provide the necessary component(s) for a reimbursable meal. If the contractor is not able to provide the required component(s), your center does NOT have to pay for that meal. It's a good idea to notify your contractor in writing of the date of the meal service and the deficiencies in the meal provided. Include a statement that the center will not pay for meals that do not meet CACFP meal pattern requirements, as per your contract. You may not claim incomplete meals for reimbursement.

Q : Can I claim the meal for reimbursement if I supplement a deficient contracted meal with foods on hand at my center?

A: Yes, if the meal pattern requirements are met for all food components. Once, a reviewer from our staff encountered a situation during a compliance review where the contractor had delivered the meal to the center, but dropped an entire tray of cornbread during the delivery. The contractor did not have enough cornbread to complete the meal. For illustration purposes, let's say the contractor provided 75 meals that met the meal pattern requirements and 25 that did not. The center was not obligated to pay the contractor for the number of meals that were not provided by the contractor - in this example, 25. The center had several loaves of bread on hand, which were served to the children who did not receive cornbread.
Therefore, all of the meals were eligible to be claimed for reimbursement.

Q : My center is in a small community. The contractor is the only viable source for meals in this town. I don't want them to get mad at me if I say I'm not going to pay for the meals. What can I do?

A: It's important that you and your contractor have an understanding of the federal regulations and requirements of the contract up front. Make sure that the contractor has a copy of the federal regulations which specify the meal pattern requirements, a copy of the Food Chart, and the resource book Crediting Foods in the Child and Adult Care Food Program. Contact Nutrition Services or visit the Nutrition Services web site (https://www.education.ne.gov/NS/) if you need additional copies of these resources. Agree to a month's worth of menus or a set of cycle menus up front. Point out to the contractor before the contract is signed that you are not able to pay for meals that do not meet the meal pattern requirement. You may want to arrange for the contractor to supply extra bread and canned fruits and vegetables for you to have on hand as a back-up, in case a component might be overlooked and not delivered. The main thing is to make sure that you and your contractor have agreed to this in the beginning - before any potential problems may arise. Your responsibility is to provide a reimbursable meal for the participants at your center. Plan for these situations in advance and agree to them as part of the written contract.

Q : What does the contractor have to do for CACFP paperwork?

A: The contractor must maintain records to document food production and other obligations the contractee (the center) may need to meet its CACFP responsibilities under 7 CFR 226.6(i)(5). These records must be available for inspection and/or audit by representatives of the Nebraska Department of Education, the U.S. Department of Agriculture, the U.S. General Accounting Office and the USDA Office of Inspector General.
These records must be retained for a period of three years from the date of receipt of final payment under the contract, or in cases where an audit remains unresolved, until such time as the audit is resolved. The contractor is not required to use the production record form required by Nutrition Services for centers preparing their own meals.

Q : What if the contractor delivers food that is spoiled or otherwise unfit to serve?

A: By all means, do NOT serve any unwholesome foods to your participants. As per the contract, the center has the right to inspect and determine the quality of food delivered and reject any meals which do no 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 the time of delivery, potentially hazardous foods delivered between the temperature of 45 F - 140 F, and meals rejected because they do not comply with the specifications. The center shall notify the contractor in writing as to the number of meals rejected and the reasons for the rejection.

Q : Can the Department of Education intervene if I have problems with my contractor?

A: No. The Nebraska Department of Education does not have an agreement with the contractor, only with participating institutions. It is your responsibility to resolve any problems you have with your contractor. The food service contracts 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. The CACFP institution must send a copy of the termination letter to the Nebraska Department of Education.

If you have specific questions regarding your food service contract, contact Nutrition Services toll free at (800) 731- 2233 or (402) 471-2488 in Lincoln.

CHILD MEAL PATTERN REQUIREMENTS

Breakfast (Must serve all 3 components for a reimbursable meal)

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18[1] (At-Risk afterschool programs & Emergency Shelters)
Fluid Milk[2]	1/2 cup	3/4 cup	1 cup	1 cup
Vegetables, fruits, or portions of both[3]	1/4 cup	1/2 cup	1/2 cup	1/2 cup
Grains (oz equivalent)[4,5,6,7]				
Whole grain-rich or enriched bread	.05 ounce	.05 ounce	1 ounce	1 ounce
Whole grain-rich or enriched bread product such as biscuit, roll or muffin	.05 ounce	.05 ounce	1 ounce	1 ounce
Whole grain-rich, enriched or fortified cooked breakfast cereal[8], cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry/cold)[6,7]				
Flakes	1/2 cup	1/2 cup	1 cup	1 cup
Puffed Cereal	3/4 cups	3/4 cup	1 1/4 cup	1 1/4 cup
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup
Meat/Meat Alternative in lieu of grain—Maximum 3 times per week[5,9]	1/2 ounce	1/2 ounce	1 ounce	1 ounce

Lunch & Supper (Must serve all 5 components for a reimbursable meal)

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18[1] (At-Risk afterschool programs & Emergency Shelters)
Fluid Milk[2]	1/2 cup	3/4 cup	1 cup	1 cup
Meat/meat alternatives				
Lean Meat, poultry, or fish	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Tofu, soy product, or alternate protein product[9]	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Cheese	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Large Egg	1/2	3/4	1	1
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup
Peanut butter or soy nut butter or another seed butter	2 Tbsp.	3 Tbsp.	4 Tbsp.	4 Tbsp.
Yogurt, plain or flavored, sweetened or unsweetened[10]	4 ounces or 1/2 cup	6 ounces or 3/4 cup	8 ounces or 1 cup	8 ounces or 1 cup
Nuts—no more than 50% of requirement m/ma	1/2 ounce = 50 %	3/4 ounce = 50 %	1 ounce = 50 %	1 ounces = 50%
Vegetables[3,8]	1/8 cup	1/4 cup	1/2 cup	1/2 cup
Fruits[3,8]	1/8 cup	1/4 cup	1/2 cup	1/2 cup
Grains (oz equivalent)[4,6,7]				
Whole grain-rich or enriched bread	.05 ounce	.05 ounce	1 ounce	1 ounce
Whole grain-rich or enriched bread product such as biscuit, roll or muffin	.05 ounce	.05 ounce	1 ounce	1 ounce
Whole grain-rich, enriched or fortified cooked cereal (dry/cold)[6,7] cereal grain and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup

Snack (Must serve at least 2 components for a reimbursable meal)

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18[1] (At-Risk afterschool programs & Emergency Shelters)
Fluid Milk[2]	1/2 cup	1/2 cup	1 cup	1 cup
Meat/meat alternatives				
Lean Meat, poultry, or fish	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein product[9]	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Cheese	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Large Egg	1/4	1/4	1/2	1/2
Cooked dry beans or peas	1/8 cup	1/8 cup	1/4 cup	1/4 cup
Peanut butter or soy nut butter or another seed butter	1 Tbsp.	1 Tbsp.	2 Tbsp.	2 Tbsp.
Yogurt, plain or flavored, sweetened or unsweetened[10]	2 ounces or 1/4 cup	2 ounces or 1/4 cup	4 ounces or 1/2 cup	4 ounces or 1/2 cup
Peanuts, soy nuts, tree nuts or seeds	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Vegetables[3,8]	1/2 cup	1/2 cup	3/4 cup	3/4 cup
Fruits[3,8]	1/2 cup	1/2 cup	3/4 cup	3/4 cup
Grains (oz equivalent)[4,6,7]				
Whole grain-rich or enriched bread	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Whole grain-rich or enriched bread product such as biscuit, roll or muffin	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Whole grain-rich, enriched or fortified cooked breakfast cereal[9], cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry/cold)[6,7]				
Flakes or Rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed Cereal	3/4 cups	3/4 cup	1 1/4 cup	1 1/4 cup
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup

IMPORTANT—Superscript Notations

1—Larger portion sizes than specified may need to be served to children 13 through 18 years to meet their nutritional needs. (Offer versus serve is an option **only** for at-risk afterschool participants.

2—Must be unflavored **whole** milk for children age one. Must be unflavored low-fat (1%) or unflavored fat-free (skim) for children 2—5 five years old. Must be unflavored low-fat or unflavored fat-free, or flavored fat-free milk for children 6 years old and older and adults.

3—Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

4—At least one serving per day, across all eating occasions, must be whole grain-rich. Grains-based desserts do not count towards meeting the grains requirement.

5—**Breakfast only:** Meat and Meat Alternates may be used to meet the entire grains requirement a maximum of three (3) times a week. One ounce of meat and meat alternates is equal to one serving of grains. (1-5 year olds—1/2 oz meat/cheese, 1 Tbsp nut butters, 2 oz -1/4 cup yogurt, 1/4 egg or 1/8 cup cooked dry beans or peas; 6-18 years—1 oz meat/cheese, 2 Tbsp nut butters, 4 oz-1/42 cup yogurt, 1/2 egg or 1/4 cup cooked dry beans or peas)

6—Beginning October 1, 2019, ounce equivalents are used to determine the quantity of grains.

7—Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal.

8—**Lunch and Supper only:** A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

Cycle Menus

A four week (20 days) cycle menu from the vendor/school must be submitted to the Nebraska Department of Education Nutrition Services with this contract. Refer to the CACFP Meal Pattern Requirements in this section for all required components and serving sizes.

On the cycle menus, combination dishes such as casseroles, tacos, soups and stews must indicate the food components included.

Generic recipe names such as "Cowboy Stew" are not acceptable. "Cook's choice" is also not acceptable. If a breaded main dish item is provided with no additional grains/bread item, it must be indicated as a "CN" (Child Nutrition labeled product).

The following is an example of how cycle menus should be submitted as part of this contract.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Breakfast				
Milk Fresh Cantaloupe English Muffin (WG)	Milk Banana Rice Krispies	Milk Orange Juice Bagel (WG)	Milk Strawberries French Toast (WG)	Milk Apple Juice Wheat Toast (WG)
Lunch				
Milk Breaded Chicken Pattie (CN) Corn Apples	Milk Hamburger on Bun (WG) Lettuce Salad with Tomatoes Watermelon	Milk Chicken legs Mashed potatoes/gravy Green beans Dinner roll	Milk Chili (ground beef, beans, tomatoes) Applesauce Saltine crackers	Milk Baked cod filets French Fries Asparagus Bread
Snack				
Gold Fish crackers Milk	Trail mix (cheerios, kix, pretzels) Apple Juice	Milk Grapes	Peanut butter sandwich Grape Juice	Cheese cubes Apple Slices

Food Service Contractors **Updated: May 2017**

The following contractors have provided meals to CACFP centers. This does not necessarily mean that all contractors may be interested in bidding on providing food service to centers in the future. If you know of a vendor who may be interested in becoming registered, have them contact Nutrition Services at (402) 471-2488 or by email at: nde.nsweb@nebraska.gov.

As vendors/contractors register with the Nebraska Department of Education Nutrition Services, information will be available on the Nutrition Services web site: https://www.education.ne.gov/NS/CACFP/contractors.html or on request by calling (800) 731-2233.The Nebraska Department of Education Nutrition Services is not permitted to endorse any vendors or commercial products. The following list is for **information purposes only**.

Aging Office of Western Nebraska
1517 Broadway
Scottsbluff, NE 69363
(308) 635-0851
Attn: Vic Walker Lunches only

Black and White Catering
4629 S 108 Street
Omaha, NE 68127
(402) 269-7070
Attn: Stephen Warren
warren286@hotmail.com

Blue Valley Lutheran Home Society Inc.
220 Park Avenue
Hebron, NE 68370
(402) 768-6045
Attn: Ruth Wagner
Lunches and snacks only

Chartwells
1015 West 27th
Kearney, NE 68849
Attn: John Foss

Company Kitchen
3200 S. 60th St
Omaha, NE 68106
(402) 553-4000
Attn: Joel Fitzpatrick
joelf@tafoodservices.com
Weekend meals delivered Friday afternoons – must be heat at site

Compass Group USA/Chartwells 3
International Drive Rye Brook, NY
10573 (314) 423-6200, Ext 216
Attn: Bruce Norman

Creative Dining Services, Inc.
One Royal Park Drive, Suite #3
Zeeland, MI 49464
Attn: Edward Womack

D&E Food Creations
5059 S 108th Street
Omaha, Nebraska 68137
(531) 210-8510
Jdavid_08@icloud.com
Attn: Elmer Penida or David Ramirez

DCS Group
2828 S. 87th Avenue Omaha, NE 68124
(402) 392-1887
Attn: Bill or Ellen White
Limited delivery; no suppers

First Step Learning Center
1020 N 10th
Nebraska City, NE 68410
Attn: Dawn Richardson

Franciscan Care Services
320 East Decatur
West Point, NE 68788
(402) 372-3477, Ext. 411
Attn: Joan Wolken
Lunches only

HyVee
7151 Stacy Lane
Lincoln, NE 68516
(402) 489-4244
Attn: Tim Hagener

Kinder Bites
8341 "O" Street
Lincoln, NE 68510
(402) 488-5555
Attn: Agustin Cruz
Breakfast, Lunch, Snacks available

Madison Food Pride
102 N. Main St PO Box 550
Madison, NE 68748-0550
(402) 454-0272
Attn: Pat Burkink

Lunches only; limited delivery area, unable to provide meals on weekends.

Madonna Rehabilitation Hospital
5401 South Street
Lincoln, NE 68506
Attn: Heather Comstock

Mary Lanning Memorial Hospital
715 N. St.
Joseph
Hastings, NE
68901
(402) 461-5296
Attn: Pat McCoy
Currently providing lunches only, but able to provide breakfast, supper and snacks; no delivery

Midday Meals
2647 South 159th Place
Omaha, NE 68130
(402) 934-1357
Attn: Mike Hanson
middaymeals@hotmail.com
Breakfast, lunch and snacks

Miller Memorial Nursing Center
589 Vincent
Chappell, NE 69149
Attn: Linda Applegate

Nebraska Food Services
14236 U Street
Omaha, NE 68116
(402) 661-9957
Attn: Lisa Munoz

Peru State College Dining Services Peru, NE 68421
Attn: Kim Zyestra

Sodexho Alliant
981200 Nebraska Med. Center Omaha, NE 68158-1200
Attn: Thomas Hoffman

Sodexho Campus Services
Creighton University
2400 Cass St
Omaha NE 68178
(402) 280-2750
Attn: Ray Lee

Tri County Area Hospital
PO Box 980
Lexington NE 68850
(308) 324-8338
Attn: Dixie Menke
Limited delivery area, no evenings or weekend delivery

Trinity Catering Services
6553 Ames Ave
Omaha, NE 68104
(402) 551-9374
Attn: Sabrina Mitchell
Limited area; no weekend delivery; no suppers

Upper Crust Food Service
108 East Green Meadows
Columbia, MO 65203
(574) 874-3033
Attn: Kyle Schafer
Meal prep on site, deliver or pick up options; breakfast, snack, lunch supper

Valley Services, Inc.
6720 L Street
Omaha, NE 68117
(402) 592-6620 or (531) 222-6783
Attn: Jeff Lien or Chris Clark
Breakfast, lunch, supper, snacks

SAMPLE

MEAL DELIVERY TICKET

Site Name: _____

Address: _____

Date: _____

Number of Meals Delivered

	Children			Adult
	1-2	3-5	6-12	
Breakfast				
Lunch				
Snack				
Supper				

MENU/COMPONENTS DELIVERED/SERVING SIZE OR QUANTITY

Milk	
Meat/Alt	
Fruit/Veg	
Fruit/Veg	
Grains/Bread	

Delivered by: _____
Received by:

_____
Signature

Indicate any meal deficiencies below (missing components, inadequate quantity, spoiled or unwholesome, etc.)

Checklist for submitting the food contract

Before submitting your food service contract and attachments to the Nebraska Department of Education, review this checklist.

- ☐ Did you follow proper procurement procedures by contacting an adequate number of vendors for this contract? (Not applicable if contracting with a school).
- ☐ Did you obtain bids only from registered contractors or schools? If not, your contract may not be approved and you will not be eligible for reimbursement from the Child and Adult Care Food Program.
- ☐ If the total annual cost of the contract exceeds $150,000 did you submit the contract and attachments to the Nebraska Department of Education BEFORE Page 1 of the contract was signed by the CACFP Institution? If not, you have not followed proper procurement procedures.
- ☐ Have you double-checked the figures in the Contract Cost Worksheet (Table 1) on Page 2 of NS-404-G?
- ☐ Has the Participating Centers and Delivery Schedule (Table 2) on Page 2 of NS-404-G been completed for all meals and all sites included in this contract?
- ☐ Have you thoroughly answered all questions on Attachment A – Procurement Procedures? If not, do not submit this contract until all questions are answered thoroughly.
- ☐ Has Attachment B – Certificate of Independent Price Determination been signed by both parties? You do not have to submit this Attachment to the Nebraska Department of Education, but you should keep this in your CACFP files.
- ☐ Have you attached a minimum four week (20 days) cycle menu with all CACFP components listed for all meals included in this contract? If not, do not submit this contract until this requirement is met.
- ☐ If the total annual cost of the contract exceeds $100,000, did your contractor sign Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion? If not, the contractor must sign this. Submit a photocopy of Attachment C with your contract. Keep the original with signatures in your files.

What to keep on file and what to submit to Nutrition Services

IMPORTANT:

You are required to keep these records on file. You may submit photocopies to the Department of Education and keep documents with original signatures in your files.

Form Number or Name	Description	Center Keeps on File	Center Submits to Nutrition Services
NS-404-G	**Food Service Contract** - to be completed for ALL food service contracts regardless of the total amount of the contract.	Institution keeps contract with original signatures on file.	Photocopy
	➥ If total annual cost exceeds $150,000, the contract must be reviewed by the Department of Education **BEFORE** it is signed by the CACFP institution.		
Attachment A	**Procurement Method** - One copy must be submitted for each separate contract. For example, if you sponsor four sites and three sites contract with three different school districts, three must be submitted - one for each contract. ➥ Answer **ALL** questions thoroughly.	Institution keeps original on file.	Attach one photocopy of Attachment A for each contract.
Attachment B	**Certificate of Independent Price Determination -** This is to be signed by both parties and maintained on file with the CACFP institution.	Institution keeps original on file.	No
Attachment C	**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -** to be signed by the food service vendor and submitted to the Department of Education ➥ This applies only to each **new** contract in excess of $100,000.	If contract exceeds $100,000, institution keeps attachment with original signatures on file.	Only if contract exceeds $100,000 – submit photocopy
	Four week cycle menus	Keep menus on file.	Sample menus for a minimum period of four weeks.
	Sample Delivery Ticket – If the vendor does not have its own delivery ticket, this one may be used or adapted.	Delivery tickets for all meals delivered under the contract must be kept by the institution/sponsor.	No

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 (CACFP) established by the USDA (7 CFR Part 226), and sets forth the terms and conditions applicable to the proposed procurement (2CFR 200). Upon acceptance, this document shall constitute the contract between the Contractee and the Contractor identified below. The purpose of this contract is to provide meals by the Contractor to the Contractee's facilities in accordance with the CACFP 7 CFR Part 226.

IFB/RFP Number (Formal Advertising Only) _____

Date: _____ **Time of Bid Opening**: _____ **Location**: _____

Section 2. CONTACT INFORMATION

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

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

[1] IMPORTANT: Contracts exceeding an annual cost of $150,000 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 $150,000, the CACFP sponsor may not sign the contract until it has been reviewed by NDE Nutrition Services.

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

CENTER NAME	ADDRESS	TYPE OF MEAL(S) Check all that apply	NUMBER OF DAILY MEALS	DELIVERY TIME RANGE	START DATE	END DATE
		☐ 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 Contractee will not pay for meals that are delivered beyond the agreed upon delivery time, that are spoiled or unwholesome, that do not meet meal requirements as set forth herein, or that have been disallowed for reimbursement by State Agency or Federal reviewers.

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

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

18. Specifications

A. Packaging

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

B. Food Preparation

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

C. Food Specifications

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

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

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

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

19. Therefore, Delivery Requirements

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

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

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

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

21. Record Keeping

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

B. The Contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence (such as: Child Nutrition Labels, Manufacturer's Product Formulation Statement, and Recipes) for inspection and reference to support payments and claims as required by 7CFR 226.

C. The books and records of the Contractor and Contractee pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State Agency; U.S. Department of Agriculture, the USDA Office of the Inspector General, and U.S. General Accounting Office at any reasonable time and place.

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

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

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

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

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

to employees and applicants for employment, notices to be provided by the Contracting Officer setting for the provisions of this Equal Opportunity clause.

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

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

The Contractor agrees as follows:

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

308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.

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

The terms used in this clause have the following meanings:

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

Clean Air and Water Certification

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

The bidder certifies as follows:

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

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

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

Sign and submit Attachment C.

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

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

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

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

Attachment A Procurement Procedures

CACFP Agreement #: _____ Sponsor Name: _____ Site Name: _____

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

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

Competitive Sealed Bids (Invitation For Bid – "IFB")

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

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

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

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

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

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

☐ N.A.

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

☐ Yes – if yes, attach the additional specifications
☐ No

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

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

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

Attachment B Independent Price Determination

The CACFP institution and the Bidder shall execute this Certificate of Independent Price Determination.

A. By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:
   a. The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
   b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.
   c. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.

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

and as their agent does herby so certify:

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

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

_____
Title Date Signed

BID ACCEPTANCE

Accepting a bid does not constitute acceptance of the contract.

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

_____
Signature of CACFP Institution Authorized Representative Date Signed

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out below in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that is certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntary excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

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

_____	_____
Organization Name	PR/Award No. or Project Name
_____	_____
Name and Title of Authorized Representative (Bidder)	
_____	_____
Signature	Date Signed