

CHILD AND ADULT CARE FOOD PROGRAM

INVITATION FOR BID AND CONTRACT FOR PURCHASED MEALS

Revised March 2012

Required for Institutions exceeding \$100,000 annually in vended meal purchases.

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INTRODUCTION

The Invitation for Bid and Contract for Purchased Meals packet is divided into three parts. **Part A** summarizes federal regulations governing procurement and how those regulations apply to the Child and Adult Care Food Program (CACFP). **Part B** contains instructions, checklists, forms and various sample documents that can be used by the Institution during its invitation for bid preparation period. **Part C** is the actual Invitation for Bid and Contract for Purchased Meals document.

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CHILD AND ADULT CARE FOOD PROGRAM COMPETITIVE BIDDING PROCEDURES

PART A

In accordance with federal regulations, all Child and Adult Care Food Program (CACFP) institutions must follow procurement procedures when purchasing food, supplies, equipment and services. The procurement procedures strive to ensure free and open competition, conducted with fairness and integrity. The following is a summary of the procurement procedures outlined in the federal regulations, 7 CFR Part 3016, Part 3019 and Part 226.

Competitive Bidding Procedures

Invitation for Bid and Contract for Purchased Meals

For procurement of meals in excess of \$100,000 annually, an institution must conduct an Invitation for Bid and Contract, soliciting competitive sealed bids via public advertisement. A firm fixed price contract is then awarded to the bidder who was both responsive and responsible, and proposed the lowest price.

Bid Specifications

The Invitation for Bid and Contract must include all specifications and pertinent attachments, and it must clearly define the desired goods and/or services needed to allow bidders to properly respond. The bid specifications cannot restrict or eliminate competition. Restriction of competition might include the use of brand-name products, unnecessary experience, bonding requirements or geographic preferences.

Advertisement

All proposed contracts must be publicly announced at least fourteen calendar days prior to the bid opening date. The advertisement, at a minimum, must be placed in a newspaper of general circulation in the state.

Bidders List

In addition to the public advertisement, the institution must send the Invitation for Bid and Contract to at least four known vendors of sufficient size and scope to meet the needs specified in the contract. You may refer to the List of Known Vendors included in this packet, for potential food vendor contacts. If you make changes to the Invitation for Bid and Contract and/or answer any questions posed by potential vendors, you must distribute the changes and written questions and answers to all prospective bidders.

Public Bid Opening

The public bid opening must be held at the date, time and place specified in the newspaper advertisement. All bids must be publicly opened, read aloud and recorded. Any bids received prior to the deadline for bid submission must be kept unopened in a secure place, until the scheduled bid opening. Any bids received after the deadline must be returned, unopened, to the bidder.

Contract Award

The established firm fixed price contract must be awarded to the bidder who was both responsive and responsible, and proposed the lowest price. Responsive means that the bidder is able to meet all of the bid specifications, and responsible means that the bidder can and will successfully fulfill the terms and conditions of the proposed procurement.

PART B

INSTRUCTIONS FOR COMPLETING THE INVITATION FOR BID AND CONTRACT

Step 1 READ INSTRUCTIONS – The Institution must read all instructions thoroughly.

Step 2 READ CONTRACT – The Institution must read the contract thoroughly to ensure familiarity with all of the terms and conditions.

Step 3 DEFINE SPECIFICATIONS – The Institution must define and complete the following specifications in the Invitation for Bid and Contract:

- Section I – Invitation for Bid and Contract, numbers 1 – 6
- Section III – Instructions to Bidders, number 9
- Section IV – Scope of Services, numbers 1 and 3
- Section V – Unit Price Schedule and Instructions, number 1
- Section VI – General Conditions, number 8
- Schedule A – Program Sites
- Schedule B – Menus
- Schedule D – Food Specifications

Regarding Section III, number 9, the Institution has the option to require a bid bond and/or a performance bond.

A bid bond is an agreement between a third party lender, the vendor and the Institution that if the bid is won, the vendor will fulfill the contract as specified in the Invitation for Bid and Contract. The Institution may require a bid bond so they can be sure that the vendor has the ability to carry out the project as the bid states.

A performance bond is an agreement between the Institution and the successful vendor that ensures the vendor will fulfill the contract as specified and the Institution will pay the vendor per the terms of the contract. If the vendor does not fulfill the contract, the bond compensates the Institution for the loss of time and materials. The Institution may require a performance bond so they can trust that if the vendor defaults, they will be compensated the cost of having to go out for bid again and establish a new contract.

Please understand that vendors incur all costs of bid bonds and performance bonds up front and out of pocket. Bond requirements must not be used to restrict competition.

Step 4 CREATE MENUS – The Institution must develop at least an eleven day menu cycle, for each meal service, to include in Schedule B. Specific menu development instructions and sample menus are included in Part B of the Invitation for Bid and Contract packet.

Step 5 CREATE FOOD SPECIFICATIONS – The Institution must develop food specifications related to the menu cycle. Sample food specifications are included in Part B of the Invitation for Bid and Contract packet.

Step 6 CREATE VENDOR LETTER – The Institution must develop a vendor letter to attach to the Invitation for Bid and Contract. A sample vendor letter is included in Part B of the Invitation for Bid and Contract packet.

Step 7 CREATE ADVERTISEMENT – The Institution must develop a newspaper advertisement, submit it to at

least one newspaper of general circulation, at least fourteen days prior to the bid opening and it must include, at a minimum:

1. Name and address of your organization
2. Proposed operating days of the food service program
3. Meal types and estimated number of meals to be served
4. General location(s) where program(s) will operate
5. Due date of the bid
6. Time and place of bid opening
7. Statement that contracts are subject to review by the Illinois State Board of Education
8. Contact information to obtain a bid packet

If your institution chooses to require a bid bond and/or a performance bond, you must include the amount of the bond(s) required and other pertinent information, in the newspaper advertisement.

The newspaper advertisement is required; however, you are encouraged to provide additional advertisements using other forms of media. Advertisements should be designed to reach as many vendors as possible, in order to incite competition. A sample advertisement is included below.

SAMPLE ADVERTISEMENT

(Insert name and address of your institution) is soliciting bids from food service vendors. Bids are being solicited for service in the *(insert city/county/general service area name)* area for approximately *(insert number of meals and meal type(s))*. The proposed operating days will be *(insert days of the week of operation)* from *(insert begin and end dates of operation)*. All contracts are subject to review by the Illinois State Board of Education. To obtain a bid packet, contact *(insert institution's contact information, name, phone, mailing address, email address, etc)*. The deadline for bid submission is *(insert date and time)*. A public bid opening will take place on *(insert date and time)* at *(insert address of place for opening of the sealed bids)*.

Step 8 CREATE BIDDERS LIST – In addition to public advertisement, the Institution must send the Invitation for Bid and Contract to at least four known vendors of sufficient size and scope to meet the needs of the institution, as specified in the contract. The packet must be mailed at least fourteen days prior to the bid opening. A list of known vendors is included in Part B of the Invitation for Bid and Contract packet, but you are not limited to vendors on that list. The list has been provided only as a courtesy.

Add vendor names to your Bidders List as they request packets based on your advertisement. If you make changes to the Invitation for Bid and Contract and/or answer any questions posed by potential vendors, you must distribute the changes and written questions and answers to all prospective bidders.

Step 9 SUBMIT DOCUMENTATION TO ISBE – Submit the following documentation to ISBE for review and/or approval **prior to** your bid solicitation. Review may take up to three weeks.

1. Invitation for Bid and Contract
2. Menus
3. Food Specifications
4. Vendor Letter
5. Write-up for the newspaper advertisement
6. Bidders List

Step 10 INITIATE BID SOLICITATION – Once the Institution has received notice from ISBE that the documents submitted in Step 9 have been reviewed and/or approved, the Institution must place the newspaper advertisement and send the Invitation for Bid and Contract packet to the vendors on the Bidders List.

If the Institution receives sealed bids prior to the deadline for bid submission, the Institution must keep the sealed bids in a secure place until the scheduled bid opening. Any bids received after the deadline must be returned, unopened, to the bidder.

Step 11 CONDUCT BID OPENING – The Institution must conduct the bid opening at the date, time and place specified in the newspaper advertisement and in Section I of the Invitation for Bid and Contract. All bids must be publicly opened, read aloud and recorded on the Bid Opening Record.

Step 12 AWARD THE CONTRACT – The established firm fixed price contract must be awarded to the bidder who was both responsive and responsible, and proposed the lowest price. Responsive means that the bidder was able to meet all of the bid specifications, and responsible means that the bidder can and will successfully fulfill the terms and conditions of the contract. Upon award of the contract to the lowest price bidder, the Institution must complete Section I by signing at the bottom in the Acceptance of Contract section, and Section II (b) by signing at the bottom.

If you only received one bid, you cannot award the contract until it has been reviewed and approved by ISBE. Please send a copy of the bid, a copy of the actual newspaper advertisement with proof of published date and a copy of your Bidders List, to ISBE for review directly after the bid opening.

If the bid you wish to select is not the lowest price bidder, you cannot award the contract until it has been reviewed and approved by ISBE. Please send complete copies of all bids received and documentation of your reasons for wanting a bid other than the lowest price bid, to ISBE for review directly after the bid opening.

The Institution always has the option to reject all bids and start the Invitation for Bid process over.

Step 13 SUBMIT DOCUMENTATION TO ISBE – Submit the following documentation to ISBE for review upon award of the contract:

1. Actual newspaper advertisement with proof of published date
2. Bid Opening Record
3. Copy of the entire accepted signed contract
4. Health inspection report from the accepted vendor

Step 14 CONDUCT AWARD CONFERENCE – The Institution may wish to arrange an award conference with the successful vendor in order to discuss the terms and conditions of the contract.

CHECKLIST OF DOCUMENTS

The following documents must be submitted to ISBE for review prior to your solicitation of bids:

- _____ 1. Invitation for Bid and Contract
- _____ 2. Menus
- _____ 3. Food Specifications
- _____ 4. Vendor letter
- _____ 5. Write-up for the newspaper advertisement
- _____ 6. Bidders list

The following documents must be submitted to ISBE upon completion of the bid process:

- _____ 1. Actual newspaper advertisement with proof of published date
- _____ 2. Bid Opening Record
- _____ 3. Copy of the entire accepted signed contract
- _____ 4. Health inspection report from the accepted vendor

INSTRUCTIONS FOR DEVELOPING MENUS

Institutions soliciting bids are required to create and include menus in Schedule B of the Invitation for Bid and Contract document. The menus should reflect the meals you wish to serve to the children and must meet the meal pattern requirements set forth by the United States Department of Agriculture. Below are instructions to assist you in preparing the menus and following are sample menus for the meal services of breakfast, lunch or supper and supplement. You are welcome to use the sample menus or you may create your own menus. However, you cannot use menus created by a vendor.

Menu Instructions

1. Use the appropriate form or format for each meal type to be vended. Blank menu forms are provided in the Invitation for Bid and Contract packet, or you may use your own forms, provided they include all required information.
2. Indicate the age group you are serving at the top of the menu form. If you serve multiple age groups, create menus for the majority age group in your care.
3. Create at least an eleven day menu cycle, unless your program will be in operation less than eleven days.
4. When creating your menus, refer to the Meal Chart for Children, included in Schedule C of the Invitation for Bid and Contract, for required components and portion sizes. You must meet the minimum component and portion size requirements, but you may always provide additional components and/or larger portions.
5. Refer to the abbreviation key in the upper left hand corner of the menu form. If you include additional components, list those items on the Other Foods (O/F) line. Condiments should also be listed on the O/F line.
6. Menu items that contain more than one required component must list the components and portions separately. For example, if you plan to serve pizza, record the meat and/or cheese component on the Meat or Meat Alternate (M/MA) line and the crust component on the Grains/Breads (G/B) line. Refer to Day 1 of the Lunch/Supper Sample Menu for more detail.
7. Submit menus to ISBE for approval, prior to bid solicitation. Approval may take up to three weeks.

SAMPLE MENUS

KEY: Provide portions for age group representing majority of children.

F/V: Full-strength juice or fruit or vegetable (portion must be listed in cup measure)

G/B: Grains/breads (portion must be listed in ounces or grams, or if bread, by the slice)

M: Milk (portion must be listed in cup measure)

O/F: Other foods

ILLINOIS STATE BOARD OF EDUCATION

Nutrition Programs Division
100 North First Street, W-270
Springfield, Illinois 62777-0001

BREAKFAST MENUS

AGREEMENT NUMBER _____		SPONSOR NAME AND ADDRESS	
<input checked="" type="checkbox"/> Child and Adult Care Food Program		<input type="checkbox"/> Summer Food	
Majority of children are ages: <input type="checkbox"/> 1-2 <input checked="" type="checkbox"/> 3-5 <input type="checkbox"/> 6-12		CONTACT PERSON	
		TELEPHONE (Include Area Code)	

Component (See Key Above)	MENU		ISBE CORRECTION	MENU		ISBE CORRECTION	MENU		ISBE CORRECTION
	ITEM	PORTION		ITEM	PORTION		ITEM	PORTION	
F/V: G/B: M: O/F:	Day 1			Day 2			Day 3		
	Fresh kiwi	1/2 c		Apricot halves	1/2 c		Fresh banana	1/2 c	
	Cinnamon raisin bagel	.5 oz		French toast	1.1 oz		Whole grain oats cereal	1/3 c	
	Skim milk	3/4 c		Skim milk	3/4 c		Skim milk	3/4 c	
				Syrup	1 T				
	Cream cheese	1 T		Margarine	1 t		Water	3/4 c	
F/V: G/B: M: O/F:	Day 4			Day 5			Day 6		
	Fresh Orange slices	1/2 c		Apple sauce	1/2 c		Pineapple chunks	1/2 c	
	Pancake	.6 oz		English muffin	.5 oz		Toasted wheat bread	.5 oz	
	Skim milk	3/4 c		Skim milk	3/4 c		Skim milk	3/4 c	
	Maple apple sauce topping	1 T		Jam	1 T		Margarine	1 t	
F/V: G/B: M: O/F:	Day 7			Day 8			Day 9		
	Fresh grapes	1/2 c		Fresh cantaloupe	1/2 c		Fresh strawberries	1/2 c	
	Plain granola bar	.9 oz		Cooked oatmeal	1/4 c		Waffles	.6 oz	
	Skim milk	3/4 c		Skim milk	3/4 c		Skim milk	3/4 c	
							Syrup	1 T	
							Margarine	1 t	
F/V: G/B: M: O/F:	Day 10			Day 11			ISBE USE ONLY		
	Fresh banana	1/2 c		Mandarin oranges	1/2 c				
	Corn cereal	1/3 c		Blueberry muffin	.9 oz				
	Skim milk	3/4 c		Skim milk	3/4 c				
	Water	3/4 c							

ISBE USE ONLY

Date _____ ISBE Approved Signature _____

The menus have been approved with corrections noted. Any additional changes to the approved menus may make the meals ineligible for reimbursement.

KEY: Provide portions for age group representing majority of children.

M/MA: Meat or meat alternate (portion must be listed in ounce weight)

F/V: Full-strength juice or fruit or vegetable (portion must be listed in cup measure)

G/B: Grains/breads (portion must be listed in ounces or grams, or if bread, by the slice)

M: Milk (portion must be listed in cup measure)

O/F: Other foods

ILLINOIS STATE BOARD OF EDUCATION

Nutrition Programs Division

100 North First Street, W-270

Springfield, Illinois 62777-0001

LUNCH/SUPPER MENUS

AGREEMENT NUMBER _____		SPONSOR NAME AND ADDRESS	
<input checked="" type="checkbox"/> Child and Adult Care Food Program		<input type="checkbox"/> Summer Food	
Majority of children are ages: <input type="checkbox"/> 1-2 <input checked="" type="checkbox"/> 3-5 <input type="checkbox"/> 6-12		CONTACT PERSON	TELEPHONE (Include Area Code)

Component (See Key Above)	MENU		ISBE CORRECTION	MENU		ISBE CORRECTION	MENU		ISBE CORRECTION
	ITEM	PORTION		ITEM	PORTION		ITEM	PORTION	
M/MA:	Day 1 Pizza - ground beef 1 oz, cheese 1/2 oz	1.5 oz total		Day 2 Teriyaki chicken	1.5 oz		Day 3 BBQ beef sandwich	1.5 oz beef	
F/V-1:	Fresh spinach salad	1/4 c		Stir fry vegetables	1/4 c		Coleslaw	1/4 c vegetable	
F/V-2:	Fresh grapes	1/4 c		Pineapple chunks	1/4 c		Cherry tomatoes	1/4 c	
G/B:	Crust of pizza	.5 oz		Fried rice	1/4 c rice		1 sandwich bun	.5 oz minimum	
M:	Skim milk	3/4 c		Skim milk	3/4 c		Skim milk	3/4 c	
O/F:	Ranch dressing	2 T							
M/MA:	Day 4 Hot turkey	1.5 oz		Day 5 Tuna patty	1.5 oz fish		Day 6 Chicken salad	1.5 oz chicken	
F/V-1:	Fruit cocktail	1/4 c		Green beans	1/4 c		Raw baby carrots	1/4 c	
F/V-2:	Roasted zucchini	1/4 c		Oven fries	1/4 c		Fresh broccoli	1/4 c	
G/B:	1 dinner roll	.5 oz minimum		Breading on tuna patty	.4 oz minimum		Whole wheat crackers	.4 oz	
M:	Skim milk	3/4 c		Skim milk	3/4 c		Skim milk	3/4 c	
O/F:	Margarine	1 t		Ketchup / Tarter sauce	1 T each		Ranch dip	2 T	
M/MA:	Day 7 Salisbury steak	1.5 oz		Day 8 Spaghetti with ground turkey meat sauce	1.5 oz turkey		Day 9 Chicken fajitas	1.5 oz chicken	
F/V-1:	Peas and carrots	1/4 c		Fresh spinach salad	1/4 c		Grilled onions and peppers	1/4 c	
F/V-2:	Mashed potatoes	1/4 c		Fresh orange slices	1/4 c		Pears	1/4 c	
G/B:	Whole wheat bread	.5 oz		Garlic bread	.5 oz		Wheat flour tortilla	.5 oz	
M:	Skim milk	3/4 c		Skim milk	3/4 c		Skim milk	3/4 c	
O/F:	Gravy	2 T		Italian dressing	1 T		Salsa	1 T	
M/MA:	Day 10 Beef burger	1.5 oz		Day 11 Grilled chicken	1/5 oz		ISBE USE ONLY		
F/V-1:	Apple sauce	1/4 c		Steamed broccoli	1/4 c		_____		
F/V-2:	Green beans	1/4 c		Peaches	1/4 c		Date _____ ISBE Approved Signature _____		
G/B:	1 sandwich bun	.5 oz minimum		1 dinner roll	.5 oz minimum		The menus have been approved with corrections noted. Any additional changes to the approved menus may make the meals ineligible for reimbursement.		
M:	Skim milk	3/4 c		Skim milk	3/4 c				
O/F:	Ketchup / mustard	1 T each		Margarine	1 t				

KEY: Provide portions for age group representing majority of children.

M/MA: Meat or meat alternate (portion must be listed in ounce weight)

F/V: Full-strength juice or fruit or vegetable (portion must be listed in cup measure)

G/B: Grains/breads (portion must be listed in ounces or grams, or if bread, by the slice)

M: Milk (portion must be listed in cup measure)

O/F: Other foods

ILLINOIS STATE BOARD OF EDUCATION

Nutrition Programs Division

100 North First Street, W-270

Springfield, Illinois 62777-0001

SUPPLEMENT MENUS

AGREEMENT NUMBER AGREEMENT NUMBER

SPONSOR NAME AND ADDRESS

Child and Adult Care Food Program

Summer Food

Majority of children are ages:

1-2 3-5 6-12

CONTACT PERSON

TELEPHONE (Include Area Code)

Component (See Key Above)	MENU		ISBE CORRECTION	MENU		ISBE CORRECTION	MENU		ISBE CORRECTION
	ITEM	PORTION		ITEM	PORTION		ITEM	PORTION	
M/MA: F/V: G/B: M: O/F:	Day 1			Day 2			Day 3		
M/MA: F/V: G/B: M: O/F:	Day 4			Day 5			Day 6		
M/MA: F/V: G/B: M: O/F:	Day 7			Day 8			Day 9		
M/MA: F/V: G/B: M: O/F:	Day 10			Day 11			ISBE USE ONLY		

_____ Date _____ ISBE Approved Signature

The menus have been approved with corrections noted. Any additional changes to the approved menus may make the meals ineligible for reimbursement.

SAMPLE FOOD SPECIFICATIONS

FOOD SPECIFICATIONS

Child and Adult Care Food Program

Meat/Meat Alternate Components

All meat and meat products shall be from plants under continuous USDA processing and inspection and shall be so identified.

1. Beef Bologna Meets Institutional Meat Product Specification #801, sliced half-ounce each piece, beef, pork, (beef is predominant) no meat by-products, cereals, or extenders.
2. Beef Salami Meets Institutional Meat Product Specification #804, sliced half-ounce each piece, beef, pork, (beef is predominant) no pepper corns, no meat by-products, cereals, or extenders.
3. American Pasteurized or Swiss Processed Cheese Sliced one-ounce pieces.
4. Beef Frankfurter Meets Institutional Meat Product Specification #800. Beef only—containing skeletal meat only, no binders, extenders, or by-products used. Not more than 30 percent fat. Each frankfurter must weigh two ounces raw.
5. Oven-Fried Chicken Leg Breaded, fried U.S. Grade A. The batter/breading shall consist of a flour-type base with other ingredients as needed to produce desirable texture, flavor, and color. The pick-up of batter and breading prior to frying shall be approximately 14–16 percent of the weight of the chicken. Chicken should be processed in vegetable oil for at least two minutes at 325°F. The finished fried chicken should have an internal temperature of 185°F (dark meat). After frying, the chicken should be immediately chilled and quick-frozen. The finished product should be uniformly covered with batter and breading and have a uniform brown color. The product should be free from burnt areas. The edible portion of the chicken exclusive of breading, skin, and bone must be two ounces cooked weight.
6. Peanut Butter Graham Cracker Sandwich The weight of the peanut butter shall be 2.3 ounces. The graham crackers, made with enriched flour, shall weigh .9 ounces.
7. Chopped Ham Log Sliced in one-ounce pieces. Meat by-products may not be used. Made from cured ham.
8. Turkey Roll Processed from U.S. Grade II or better quality. Each roll shall be composed of natural proportions of light and dark turkey meat and skins of turkeys (not to exceed 15 percent of total weight). The product shall be free of all tendons, cartilages, large blood vessels, blood clots, and discolorations. Moisture content 69–72 percent of cooked product.
9. Luncheon Meat Meets Institutional Purchase Specification #805, no meat by-products or nonfat dry milk can be added, sliced one-ounce portions.
10. Pizza Sausage and cheese with tomato sauce shall contain .5 ounces cooked meat, 1.5 ounces cheddar cheese, 1.6 ounces enriched pizza crust (size 4" x 6"), 1.4 ounces of tomato sauce. Each portion shall weigh five ounces.
11. Beef Patty Meets Institutional Meat Purchase Specification #1136, Beef U.S. Grade Good or Better not to exceed 25 percent fat, 2.67 ounce patty, six patties per pound, no soy, meat by-products, binders, or extenders. Meat shall be free of bone.
12. Roast Beef Sliced U.S. Choice—when specified wafer thin, shall not be less than eight slices per two-ounce portion.

13. Meat Loaf Sliced in one-ounce portions per two-ounce sandwich; percentage of additives of protein (meat or vegetable protein) may be counted in the total protein allowance.

Fruit/Vegetable Components

1. Pineapple Juice Must be 100 percent fruit juice, unsweetened, U.S. Grade A, packed in individual containers of four ounces each.
2. Diced Peaches in Gelatin Peaches, cling, diced U.S. Grade 8, light syrup, drained volume of peaches equaling $\frac{1}{4}$ cup in six ounces of lime gelatin.
3. Polish Dill Pickles U.S. Grade 8 or better, whole pickles, size of each (medium) pickle $2\frac{3}{4}$ " to $3\frac{1}{2}$ ", uniform in size and shape, texture firm and crisp, no soft, slippery, or hollow centers. Pickles free from objectionable odors ($\frac{1}{4}$ cup serving).
4. Pears U.S. Grade 1. Size medium, 135 or 150 count ($2\frac{1}{2}$ " diameter) well formed, smooth fruit, free from scars. Pears shall not be shriveled near stem ($\frac{1}{2}$ cup serving).
5. Banana 100–125 count. Fruit shall be plump, firm, bright colored, free from scars and bruises. There shall be no discolored skins ($\frac{1}{2}$ cup serving).
6. Carrots/Pineapple in Orange Gelatin Shredded carrots—good orange color, free of green color. Crushed pineapple—drained, U.S. Grade 8 packed in juice. It shall be reasonably free from defects and blemishes and have uniform ripeness ($\frac{1}{4}$ cup serving before gelatin is added).
7. Apple Juice Shall be 100 percent juice. U.S. Grade A, unsweetened, packed in individual containers of four ounces.
8. Fruit Cocktail U.S. Grade 8, light syrup. Fruit cocktail should contain not less nor more than:
 - 30–50 percent peaches
 - 25–45 percent pears
 - 6–16 percent pineapple
 - 6–20 percent grapes (seedless)
 - 2–6 percent cherries
9. Orange Juice 100 percent orange juice, unsweetened, four-ounce portion.
10. Applesauce Sweetened, spiced with cinnamon. U.S. Grade A fancy, made from comminuted apples. The product shall be free of off flavors, seeds, flecks from bruised portions, peels, or inedible tissue.
11. Raisins Dehydrated, regular moisture Thompson seedless, individual packages of 1.3 ounces, U.S. Grade A, small ($\frac{1}{4}$ cup serving).
12. Nectarine 80 count, medium size, $2\frac{1}{2}$ " diameter fruit shall not be hard, dull, or shriveled ($\frac{1}{2}$ cup serving).
13. Pineapple/Orange Juice U.S. Grade A unsweetened, 100 percent juice, packaged in individual containers of four fluid ounces.
14. Fresh Peach 84 count, small, $2\frac{1}{8}$ " diameter, fruit shall be firm, not hard, with a yellowish cast rather than distinctly green ($\frac{1}{8}$ cup serving).
15. Apples U.S. Grade 1 $2\frac{3}{4}$ " diameter, 100 count red delicious, Jonathan, or golden delicious ($\frac{1}{2}$ cup serving).
16. Oranges Medium orange; California or Arizona, 113 count; Florida or Texas, 125 count ($\frac{1}{2}$ cup serving).

- | | |
|------------------|---|
| 17. Cole Slaw | ¼ cup raw chopped vegetable with vinegar and oil or sweet and sour dressing. |
| 18. French Fries | Made with U.S. Grade A potatoes, ¼” diameter, 3” long, straight cut, oven brown. |
| 19. Plums | 2” diameter (two per serving) fairly firm to slightly soft stage of ripeness (½ cup serving). |

Grain/Bread Components

All breads shall be whole grain or enriched breads as required by the USDA.

- | | |
|--------------------|---|
| 1. Spolentino Bun | Enriched, need size and weight of product. |
| 2. Frankfurter Bun | Enriched flour, each roll weighs 40 grams or 1.4 ounces. |
| 3. Dinner Roll | 2½” to 3” inches diameter. Enriched flour with a minimum weight of 25 grams. |
| 4. White Bread | From enriched flour, must contain 62 percent total solids, weight of each slice must be 28 grams or one ounce. Loaf: Pullman Sandwich sliced—16 slices per pound. |
| 5. Kaiser Roll | 2½” to 3” diameter. Made from enriched flour. One roll must weigh 57 grams or two ounces. |
| 6. Wheat Bread | Made from whole wheat flour and enriched white flour. Each slice must weigh 28 grams or one ounce. |

Condiments

- | | |
|--------------------------|---|
| 1. Salad Dressing Packet | Specify weight of package. |
| 2. Mustard Packet | Specify weight of package. |
| 3. Ketchup Packet | U.S. Grade A—specify weight of package. |
| 4. Jelly Packet | Specify flavor and weight of package. |

Milk

1. Unflavored, whole, eight fluid ounces in half-pint cartons, homogenized, pasteurized, vitamin A and D fortified. Meets state, local, and federal specifications, Grade A.
2. Flavored, whole, eight fluid ounces in half-pint cartons, flavored with chocolate or cocoa, homogenized, pasteurized vitamin A and D fortified. Meets state, local, and federal specifications, Grade A.

These specifications have been prepared as a guide for developing food specifications for your Child and Adult Care Food Program Contract. Choice Plus is a USDA reference guide on foods and ingredients to assist purchasers in developing food specifications consistent with nutritional goals and knowledge.

You may add or delete any item(s) that applies to the menu cycle developed for your program.

SAMPLE VENDOR LETTER

Dear *(insert name)*:

Attached is a copy of the Invitation for Bid and Contract for Purchased Meals for the Child and Adult Care Food Program (CACFP). My institution, *(insert name of your institution)*, is accepting bids for meal service. Our program serves children, age *(insert ages of children served)*, in a child care setting. We are soliciting bids for *(insert all types of meal(s) requested - i.e. hot pre-plated, hot bulk, cold bulk or cold bag)* meals for the meal periods of *(insert all that apply - i.e. breakfast, lunch, supper, supplement/snack)* as defined on Schedule A, beginning *(insert month, day and year)* and ending *(insert month, day and year)*.

Any food service vendor bidding on this contract must be willing and able to meet the specifications, terms and conditions of the contract. In addition, the food service vendor must agree to provide accurate and final billing for services to this institution within *(insert number of days)* days following the end of the billing period.

If you wish to submit a bid for the preparation and delivery of meals for this program, read the attached Invitation for Bid and Contract thoroughly and complete the following areas within the contract:

1. Section I, numbers 7-9 and signature area
2. Section II (b)
3. Section III, number 9, if required
4. Section VII, 1 Equal Opportunity Certification
5. Section VII, 2 Clean Air and Water Certification
6. Drug-Free Workplace Certification
7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
8. Certificate Regarding Lobbying
9. Disclosure of Lobbying Activities
10. Bid-Rigging Certification

Please return your bid along with a copy of your current health inspection report to *(insert address)*. All bids must be sealed and received no later than *(insert date and time of bid deadline)*. Sealed bids will be opened and read on *(insert date and time of bid opening)*.

If you have any questions regarding the Invitation for Bid and Contract, please contact *(insert name, phone number and/or email address of your institution's contact person)*.

Sincerely,

(insert signature)

LIST OF KNOWN VENDORS

The following companies have shown an interest in providing vended meals for Child Nutrition Programs in Illinois. Your bid solicitation is in no way limited to these companies. The Illinois State Board of Education does not endorse these companies in any way.

CHICAGO METRO AREA

Ace Coffee Bar Inc.

601 E. Lake St.
Streamwood, IL 60107
(630) 233-2800

Arbor Management Inc.

2100 W. Corporate Drive, Suite B
Addison, IL 60101
(630) 620-5005

CC's Becky's Catering

2131 E. 75th St.
Chicago, IL 60649
(773) 288-6405

Ceres Food Group

5150 N. Northwest Highway
Chicago, IL 60630
(773) 385-6010

CL Swanson Corporation

3337 Publishers Drive
Rockford, IL 61109
(815) 874-9680

Dee's Catering Service Inc.

1517 Bourbon Parkway
Streamwood, IL 60107
(630) 289-3930

Eat Enterprises Inc.**d/b/a Lunch at Hand**

19450 97th Ave.
Mokena, IL 60448
(708) 478-4040

Eurest Dining Services

216 W. Diversey Ave.
Elmhurst, IL 60126
(630) 833-0453

Food Service Professionals

5150 Northwest Highway
Chicago, IL 60630
(773) 385-5100

Hotshot Delivery Systems Inc.

155 Covington Drive
Bloomington, IL 60108
(630) 924-8817

Kefira Fields

903 Elsie Drive
Melrose Park, IL 60160
(708) 680-6613

Mama Lucy's Catering

6054 S. Prairie Ave.
Chicago, IL 60637
(773) 324-3295

Open Kitchens

1161 West 21st St.
Chicago, IL 60608
(312) 666-5334

Plum Catering Inc.

6425 W. Grand Ave.
Chicago, IL 60707
(773) 637-6800

Preferred Meal Systems

5240 St. Charles Road
Berkeley, IL 60163-1341
(800) 886-6325, ext. 9967

Quality Catering Inc.

129 Central Avenue
Lake Villa, IL 60046
(888) 356-7513

NORTHERN PART OF THE STATE

CL Swanson Corporation
3337 Publishers Drive
Rockford, IL 61109
(815) 874-9680

**Community Action
Partnership of Lake County**
1200 Glen Flora Ave.
Waukegan, IL 60085
(847) 249-4330

Community Kitchen, Inc.
705 Kilburn Ave.
Rockford, IL 61101
(815) 490-1100

**Eat Enterprises, Inc.
d/b/a Lunch at Hand**
19450 97th Avenue
Mokena, Illinois 60448
708-478-4040

Heritage Manor
1201 1st Avenue
Mendota, Illinois 61342
815-539-6745

Preferred Meal Systems
5240 St. Charles Road
Berkeley, Illinois 60163-1341
800-886-6325 ext. 9967

CENTRAL PART OF THE STATE

ARAMARK
1525 S. Johnson St.
Macomb, IL 61455
(309) 837-2335

ARAMARK
1700 Sixth Ave.
Sterling, IL 61801
(815) 622-4153

Arena Food Service Inc.
Hoogland Center for the Arts
420 S. Sixth St.
Springfield, IL 62704
(217) 522-9443

Bambino's Family Catering
37 E. 34th St.
Steger, IL 60475
(708) 755-6200

Central Illinois Catering
711 W. McBean
Peoria, IL 61605
(309) 671-3900

**Eat Enterprises Inc.
d/b/a Lunch At Hand**
19450 97th Ave.
Mokena, IL 60448
(708) 478-4040

Eurest Dining Services
731 Sabrina Drive
East Peoria, IL 61611
(309) 694-7204

**Chartwells
Parkland College**
2400 W. Bradley Ave.
Champaign, IL 61820
(217) 355-1480

Preferred Meal Systems Inc.
5240 St. Charles Road
Berkeley, IL 60163-1341
(800) 886-6325, ext. 9967

Project NOA
815 N. Orlando Smith St.
Oglesby, IL 61348
(815) 224-2720, ext. 495

SOUTHERN PART OF THE STATE

Chartwells

1108 Grand Avenue
Johnston City, Illinois 62951
618-983-6404

Eurest Dining Services

Gateway Center
One Gateway Drive
Collinsville, Illinois 62234
618-345-3034

Preferred Meal Systems, Inc.

5240 St. Charles Road
Berkeley, Illinois 60163-1341
800-886-6325 ext. 9967

GUIDELINES FOR ESTABLISHING GOOD VENDOR COMMUNICATION AND MONITORING VENDOR PERFORMANCE

- Visit the vendor's preparation facility to determine if it meets your standards.
- Conduct a meeting with your vendor so everyone's expectations are known.
- Open the lines of communication with your vendor and keep them open.
- Conduct random quality tests on meals.
- Notify the vendor immediately when meals do not meet the guidelines.
 - o Document all vendor non-performance issues in writing.
 - o Notify the vendor of all non-performance issues and request corrective action in writing.
- Thoroughly review and familiarize your staff with the terms of the contract, and instruct all site staff on what to expect from the vendor.
- Instruct your staff to verify all deliveries before signing the delivery receipt.
- Ensure meals are delivered complete, fresh, and on time.
- Have thermometers and measuring instruments on hand at each site to determine food temperatures and quantities.
- Record any menu substitutions the vendor makes. Substitutions must be kept to a minimum. In addition, the institution must record substitutions on the menu that is filed to document meal history.
- The following checklist can be used when receiving meals from a food service vendor.
 - o Assure the exterior packaging is in agreement with specifications (corrugated cartons, thermal totes, etc.).
 - o Assure the number of unitized meals delivered agrees with the order level requested and the delivery invoice.
 - o Assure the condition of the unitized meals received is suitable (no broken or open packages).
 - o Check to see if the meal delivered for a specific day is the same as specified on that day's cycle menu.
 - o Check the appearance of the meal for attractiveness and eye appeal.
 - o Assure all of the food components of the meal are included and in the appropriate serving size.
 - o Inspect the components of the meal for quality by visually evaluating each component.
 - Meat/Meat Alternate—Check for freshness, color, freedom from odor, properly cooked or processed.
 - Vegetable/Fruit—Check for ripeness or maturity, damage, uniformity in color, and size.
 - Milk—Check for the pull date, leaks, curdling, and freezing.
 - Grain/Bread—Check item weights to see if they conform to portion size requirements.
Also, check the items for freshness.

**ILLINOIS STATE BOARD OF EDUCATION
NUTRITION PROGRAMS DIVISION
100 NORTH FIRST STREET, W-270
SPRINGFIELD, ILLINOIS 62777-0001**

BID OPENING RECORD

DATE OF BID OPENING

INSTITUTION NAME

CHILD AND ADULT
CARE FOOD
PROGRAM (CACFP)
AGREEMENT NUMBER

ATTENDEES

LIST ALL BIDS RECEIVED
(Vendor name and
total estimated amount of
bid)

PART C

SECTION III—INSTRUCTIONS TO BIDDERS

1. Definitions

As used herein:

- (a) The term “bid” means an offer to perform the work **described in the Invitation for Bid** at the fixed-unit price specified in accordance with the terms and conditions of the solicitation.
- (b) The term “bidder” means a food service vendor submitting a bid in response to this Invitation for Bid.
- (c) The term “contractor” means a successful bidder who is awarded a contract by an institution under the Child and Adult Care Food Program under the U.S. Department of Agriculture (USDA).
- (d) The term “food service vendor” means an organization, other than a public or private nonprofit school, with which an Institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program.
- (e) The term “Invitation for Bid,” hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the institution.
- (f) The term “Institution” means the Child and Adult Care Food Program institution which issues this IFB.
- (g) The term “unitized meal” means an individual proportioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms shall have the meanings ascribed to them in the Child and Adult Care Food Program regulations.

2. Submission of Bids

- (a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms, and conditions of this IFB. Failure to do so shall be at the bidder’s risk.
- (b) Bids shall be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked “original” shall be governing should there be a variance between that copy of the bid and other copies submitted by the bidder. **No changes in the specifications or general conditions are allowed.** Erasures on this bid shall be initialed by the bidder prior to submission.
- (c) A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.

Failure to comply with any of the above shall be reason for rejection of the bid.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an IFB shall be furnished to all prospective bidders as an amendment to the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. Acknowledgment of Amendments to IFBs

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. Discounts

Although a blank is provided for a time discount, prompt-payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (NOTE: Payment discounts may only be used to determine the low bid when prior experience of the institution indicates that such discounts are generally taken.)

6. Bidders Having Interest in More Than One Bid

If more than one bid is submitted by any one person, either by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the institution no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

8. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder’s own risk and he/she cannot secure relief on the plea of error.

Section III – Instructions to Bidders
9. Bid Bond and Performance Bond

The Institution has the option to require a bid bond and/or a performance bond. The Institution has indicated their requirements below:

(α) Bid bond: required (check one) (yes)___ (no)___

The bidder shall submit with his/her bid a bid bond in the amount of ___ * percent of the bid price. Bid bonds will be returned to the successful bidder upon execution of such further contractual documents.

(β) Performance bond: required (check one) (yes)___ (no)___

The successful contractor shall provide the Institution with a performance bond in the amount of 10 percent of the contract price. The bond shall be furnished no later than ten days following the award of the contract.

The bid bond and/or performance bond must be obtained from one of the companies listed in the Department of Treasury Circular 570.

**Institution shall insert an amount not less than 5 percent or more than 10 percent. The actual percentage must be determined by the Institution. If the Institution chooses not to require a bid bond, insert N/A.*

10. Award of Contract

- (a) The contract will be awarded to the lowest responsible bidder meeting the specifications.
- (b) The institution reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.
- (c) The institution reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract. Other factors that may be considered include, but are not limited to the bidder's integrity, compliance with public policy, and financial and technical resources.

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

- (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).
- (b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modifications, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U. S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

SECTION IV—SCOPE OF SERVICES

- 1. Contractor agrees to deliver meals (unitized if applicable) _____ * of milk to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
- 2. All meals furnished must meet or exceed U.S. Department of Agriculture requirements set out in Schedule C, attached hereto and made a part hereof.
- 3. Contractor shall furnish meals as ordered by the Institution during the period of _____ ** to _____ **.

Meals shall be served _____ *** days a week.

**Insert "inclusive" or "exclusive" as applicable.*
***Institution shall insert contract commencement date and expiration date.*
****Institution shall insert appropriate number of serving days.*

Section V – Unit Price Schedule and Instructions

- 1. Bidders are asked to submit prices based on the meal types specified in Section I that meet the menu and contract specifications set forth in Schedule B, Schedule C and Schedule D. The Institution cares for children age ___ to ___*, with a majority of the children being age ___ to ___**. The menus provided in Schedule B were written for the majority age group. Meals to be delivered to all of the centers are stated in Schedule A.

**Institution shall insert age range of children in care*

***Institution shall insert majority age range of children in care*

Section I provides a consolidated total of the number of meals by type. For Example, Section I, number 6 would be completed as follows:

a.	Meal Type	Breakfast	Lunch (Unitized Meal)
b.	Estimated Servings Per Day	20	50
c.	Estimated Number of Serving Days	255	255
d.	Unit Price	\$. 73	\$ 1.10
e.	Total Price	\$ 3,723	\$ 14,025

- (a) Institution shall indicate which meal types the contractor will provide meals during the contract period. If unitized meals will be required, the Institution must indicate so by placing "unitized meal" in parenthesis after the meal type.
- (b) Institution shall fill in the estimated number of meals to be served each day by meal type during the contract period.
- (c) Institution shall fill in the number of anticipated serving days meals will be served during the contract period.
- (d) The food service vendor shall insert the appropriate unit price for each meal type as indicated by the Institution.
- (e) The food service vendor shall calculate total price by multiplying (b) x (c) x (d).

NOTE: In the event of inconsistencies or errors, the unit price (d) shall take precedence.

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the Institution during the term of the contract to secure all its needs from the successful contractor and such contract shall bind the contractor to perform all such work ordered by the Institution at prices specified in the contract. Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the Institution. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

Requirements Contract

- (a) This is a requirements contract for the services specified in the Section I and for the period set forth therein. The quantities of such services specified herein are estimates only and are not purchased hereby.

Except as may be otherwise provided herein, in the event the Institution's requirements for services set forth in Section I do not result in orders in the amounts or quantities described as "estimated" in the Section I, such event shall not constitute the basis for an equitable price adjustment under this contract.

- (b) The Institution shall not be required to purchase from the contractor any minimum number of requirements.
- (c) The Institution may issue orders which provide for delivery to or performance at multiple destinations.
- (d) The Institution shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in Section I will be dependent upon the needs and requirements of the Institution.

2. Pricing

Pricing shall be based on the menus provided in Schedule B. All bidders must submit bids based on the same menu cycle provided by the Institution. The bid price must include the price of food, milk (if applicable), packaging, transportation and all other related costs (e.g., condiments, utensils, etc.).

3. Evaluation of Bidders

Each bidder will be evaluated on the following factors:

- (a) Financial capability to perform a contract of the scope required.
- (b) Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety, and sanitation standards.
- (c) Integrity, compliance with public policy, record of past performance, and financial and technical resources.
- (d) Other factors such as transportation capability, sanitation, and packaging.

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

4. The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes but any charges or taxes required to be paid under future laws must be paid by the bidder at no additional charge to the institution.

5. Meal Orders

Institutions will order meals on Wednesday of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week and will include breakdown totals for each center and each type of meal.

The Institution reserves the right to increase or decrease the number of meals ordered on a forty-eight hour notice or less if mutually agreed upon between the parties to this contract.

6. Menu-Cycle Change Procedure

The contractor shall adhere to the eleven day cycle menu(s) and portion sizes specified by the Institution in Schedule B for at least the first eleven days of the meal service. Thereafter, deviation from the menu cycle shall be permitted only upon authorization of the Institution. Menu changes may be made only when agreed upon by both parties. The meals must continue to meet or exceed the required meal pattern as listed in Schedule C. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he/she shall notify the Institution immediately so substitutions can be agreed upon. The Institution reserves the right to request menu changes within the contractor's food cost periodically throughout the contract period.

7. Noncompliance

The Institution reserves the right to inspect and determine the quality of food delivered and reject any meals 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 rejected because they do not comply with the specifications, and meals delivered in unsanitary conditions, such as, incorrect temperatures. The Institution reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor shall be responsible for any excess cost but will receive no adjustment in the event the meals are procured at a lesser cost. The Institution or agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reason(s) for rejection.

8. Specifications

(a) Packaging

1. Hot meal unit packaging — Suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of nontoxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.
2. Cold meal unit or unnecessary to heat—Container and overlay to be plastic or paper and nontoxic.
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, napkins, single service ware, etc. Institution shall insert nonfood items that are necessary for the meal to be eaten.
5. Sandwiches shall be individually wrapped in a plastic, cellophane or waxed paper bag prior to placement in the total meal package.
6. All containers holding wet or moist products must be designed against seepage, spilling or leaking.

(b) Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. All fruits and vegetables must be washed thoroughly during handling or before packaging.

(c) Food Specifications

Bids are to be submitted based on the menu(s) included in Schedule B, the meal pattern chart included in Schedule C and the food specifications included in Schedule D

(d) Food Substitutions

The contractor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7CFR 15b when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular lunch because of a medical or special dietary need. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, USDA. In the case of a student with disabilities, the statement must be signed by a medical doctor. For students without disabilities, the statement must be signed by a recognized medical authority.

SECTION VI — GENERAL CONDITIONS

1. Delivery Requirements

- (a) Delivery shall be made by the contractor to each center in accordance with the order from the institution.
- (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 Schedule A.
- (c) Meals delivered to outside-school-hours care centers shall be unitized unless otherwise specified.
- (d) The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with State or local health codes.
- (e) The Institution reserves the right to add or delete centers. This shall be done by amendment of Schedule A. 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.

2. Supervision and Inspection

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

3. 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 Institution. Delivery tickets must be itemized to show the number of meals of each type delivered to each center. Designees of the Institution at each center will check accuracy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the institution only if signed by the Institution's designee at the center.
- (b) The contractor must submit all invoices incurred pertaining to the center's food service operation within 30 days of the last day of each month or the final day of the program.
- (c) The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments and claims.
- (d) The books and records of the contractor pertaining to this contract shall be available for a period of three years plus the current fiscal year or until the final resolution of any audits for inspection and audit by representatives of the Illinois State Board of Education, the U.S. Department of Agriculture, the Institution, and the Comptroller General of the United States at any reasonable time and place.

4. Method of Payment

The contractor shall submit its itemized invoice to the Institution biweekly or monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each center during the preceding two weeks or month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the center representative of the Institution.

5. Inspection of Facility

- (a) The Institution, the Illinois State Board of Education, and the U.S. Department of Agriculture reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- (b) The contractor's facilities shall be subject to periodic inspections by USDA, State and local health departments, or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with U.S. Department of Agriculture regulations.
- (c) The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

6. Availability of Funds

The Institution shall have the option to cancel this contract if the federal government withdraws funds to support the Child and Adult Care Food Program. It is further understood that, in the event of cancellation of the contract, the Institution shall be responsible for meals already assembled and delivered in accordance with this contract.

7. Number of Meals and Delivery Times

The contractor must provide exactly the number of meals ordered. Counts of meals will be made at all centers before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

8. Emergencies

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

Emergency circumstances at the center precluding utilization of meals are the concern of the Institution. The Institution may cancel orders provided it gives the contractor at least 48 hours notice.

Adjustments for emergency situations affecting the contractor's ability to deliver meals, or Institution's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the Institution.

9. Length of Contract/Allowable Price Increase

This contract will be in effect for no longer than one year with options to renew yearly, not to exceed four additional years. Renegotiation of the price charged to the sponsor will be allowed each year to the extent of the Consumer Price Index—All Urban Consumers (CPI-U), U.S. base, as computed and published by the U.S. Department of Labor, December to December previous year average. Before any price increase may be implemented for renewal years, the contractor shall document through a costs analysis, the need for such an increase.

10. Termination

- (a) This contract can be terminated for cause by the Institution or the vendor with a sixty-day written notification.
- (b) The Institution reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. **The Institution shall notify the contractor of specific instances of 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 Institution shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- (c) The Institution shall, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the Institution that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employees of the Institution with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract, provided that the existence of the facts upon which the Institution makes such findings shall be an issue and may be reviewed in any competent court.
- (d) In the event this contract is terminated as provided in paragraph (b) or (c) hereof, the Institution shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor. In addition, if this contract is terminated under paragraph (c), the Institution shall be entitled to, as a penalty in addition to any other damages, in an amount which shall not be less than three or more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- (e) The rights and remedies of the institutions provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. Subcontracts and Assignments

The contractor shall not subcontract with only one company for the total meal, with or without milk, or for the assembly of the meal and shall not assign, without the advance written consent of the Institution, his/her contract or any interest therein.

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

SECTION VII—GENERAL PROVISIONS

1. Equal Opportunity

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

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

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, 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 forth the provisions of this Equal Opportunity clause.
- (b) 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, religion, sex, age, disability, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive

Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, accounts, and other material that may be relevant to the investigation, by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be 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 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor 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.

Equal Opportunity Certification

The bidder/contractor certifies that he/she is in compliance with the Public Contracts Equal Employment Opportunity/Affirmative Action Programs of the Illinois Department of Human Rights (formerly called the Illinois Fair Employment Practices Commission).

Date

Signature of Authorized Representative, Bidder

2. Clean Air and Water

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8(c) (1) transferred to 42 USC 7413) or the Federal Water Pollution Control Act (33 USC 1319(c)) and is listed by EPA, or the contract is not otherwise exempt).

(a) The contractor agrees as follows:

1. To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 USC 1857, et seq., as amended by Public Law 91-604 transferred to 42 USC 7414) and Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
2. That no portion of the work required by 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 his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
4. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a) (4).

(b) The terms used in this clause have the following meaning:

1. The term "Air Act" means the Clean Air Act, as amended (42 USC 1857 et seq., as amended by Public Law 91-604 transferred to 42 USC 7401 et seq.).
2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500).
3. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 USC 1857c-5(d) transferred to 42 USC 7410), an approved implementation procedure or plan under section 111 (c) or section 111 (d), respectively, of the Air Act (42 USC 1857c-6(c) (d) transferred to 42 USC, 7411 (c) and (d)), or an approved implementation procedure under section 112(d) of the Clean Air Act (42 USC 1857c-7(d) transferred to 42 USC 7412 (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 Clean 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, plant, 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

The bidder certifies as follows:

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

Date

Signature of Authorized Representative, Bidder

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

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

4. Contract Work Hours and Safety Standards Act-Overtime Compensation (July 2005)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally-assisted contractors held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until three years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a) (3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officers or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts which may require or involve the employment of laborers and mechanics, and the Contractor shall require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

ILLINOIS STATE BOARD OF EDUCATION

DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the Drug-Free Workplace Act (30 ILCS 580/1). The Drug-Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug-free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug-free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug-Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug-Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he or she is authorized to execute this certification on behalf of the designated organization.

Name of Contractor

Printed Name and Title of Contractor's Authorized Representative

Date

Original Signature of Authorized Representative

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) 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 Certification.

Organization Name	PR/Award Number or Project Name
Name of Authorized Representative	Title
<i>Original</i> Signature of Authorized Representative	Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. 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 all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, 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 all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows 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 "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.
6. 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 herein. 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.

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 100 North First Street
 Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name	PR/Award Number or Project Name
Name of Authorized Representative	Title
<i>Original</i> Signature of Authorized Representative	Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. (See reverse for public burden disclosure.)

1. TYPE OF FEDERAL ACTION

a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance

2. STATUS OF FEDERAL ACTION

a. Bid/offer/application b. Initial award c. Post-award

3. REPORT TYPE

a. Initial filing b. Material change For material change only: _____ Year _____ Quarter _____ Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY

Prime Subawardee, Tier _____, if known _____ Congressional District, if known

5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME

_____ Congressional District, if known

6. FEDERAL DEPARTMENT/AGENCY

7. FEDERAL PROGRAM NAME/DESCRIPTION

_____ CFDA Number, if applicable

8. FEDERAL ACTION NUMBER, if known

9. AWARD AMOUNT, if known

\$ _____

10a. NAME AND ADDRESS OF LOBBYING ENTITY
(If individual, last name, first name, MI)

b. INDIVIDUALS PERFORMING SERVICES
(Including address if different from No. 10a) (last name, first name, MI)

(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)

11. AMOUNT OF PAYMENT (check all that apply)

\$ _____ Actual Planned

12. FORM OF PAYMENT (check all that apply)

a. Cash b. In-kind; specify: nature _____ value _____

13. TYPE OF PAYMENT (check all that apply)

a. Retainer b. One-time fee c. Commission
 d. Contingent fee e. Deferred f. Other, specify _____

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11.

15. YES NO CONTINUATION SHEET(S), ISBE 85-37A ATTACHED

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ORIGINAL SIGNATURE

PRINT NAME OR TYPE

TITLE

TELEPHONE NUMBER

DATE

**INSTRUCTIONS FOR COMPLETION OF
ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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100 North First Street
Springfield, Illinois 62777-0001

CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES

REPORTING ENTITY

BID-RIGGING CERTIFICATION

(Agent)

a duly authorized agent of _____
(Contractor)

do hereby certify that neither _____
(Contractor)

no any individual presently affiliated with _____
(Contractor)

has been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (bid-riggin) or Section 33E-4 (bid rotating) of the Illinois Criminal code, contained in Chaper 38 of the Illinois Revised Statutes.

Authorized Agent

Contractor

SCHEDULE A - PROGRAM SITES

NAME AND ADDRESS OF SITE(S) WHERE PROGRAM WILL OPERATE	CONTACT PERSON	TYPE OF MEAL	ESTMATED QUANTITY OF MEALS	DELIVERY TIME FOR EACH MEAL	DATES OF PROGRAM
Name	Name	Breakfast _____	_____	_____	Beginning Date
Address		AM Snack _____	_____	_____	Ending Date
City, State, Zip Code		Lunch _____	_____	_____	Ending Date
Site Number _____	Telephone (_____) _____	PM Snack _____	_____	_____	
		Supper _____	_____	_____	
Name	Name	Breakfast _____	_____	_____	Beginning Date
Address		AM Snack _____	_____	_____	Ending Date
City, State, Zip Code		Lunch _____	_____	_____	Ending Date
Site Number _____	Telephone (_____) _____	PM Snack _____	_____	_____	
		Supper _____	_____	_____	
Name	Name	Breakfast _____	_____	_____	Beginning Date
Address		AM Snack _____	_____	_____	Ending Date
City, State, Zip Code		Lunch _____	_____	_____	Ending Date
Site Number _____	Telephone (_____) _____	PM Snack _____	_____	_____	
		Supper _____	_____	_____	
Name	Name	Breakfast _____	_____	_____	Beginning Date
Address		AM Snack _____	_____	_____	Ending Date
City, State, Zip Code		Lunch _____	_____	_____	Ending Date
Site Number _____	Telephone (_____) _____	PM Snack _____	_____	_____	
		Supper _____	_____	_____	
Name	Name	Breakfast _____	_____	_____	Beginning Date
Address		AM Snack _____	_____	_____	Ending Date
City, State, Zip Code		Lunch _____	_____	_____	Ending Date
Site Number _____	Telephone (_____) _____	PM Snack _____	_____	_____	
		Supper _____	_____	_____	
Name	Name	Breakfast _____	_____	_____	Beginning Date
Address		AM Snack _____	_____	_____	Ending Date
City, State, Zip Code		Lunch _____	_____	_____	Ending Date
Site Number _____	Telephone (_____) _____	PM Snack _____	_____	_____	
		Supper _____	_____	_____	

SCHEDULE B**CHILD AND ADULT CARE FOOD PROGRAM**

The Institution shall attach the menu cycles for each meal type for bid. Prior to submitting for bid the menu cycle must be approved by the Illinois State Board of Education. The menu cycle must be at a minimum 11 days. The institution may specify a longer menu cycle if desired. The vendor will use the menus to determine the bid price. The approved menus must be served through at least one cycle.

Meal Chart and Grains/Breads Requirements.

Schedule C

MEAL CHART for Children

Ages 1 through 12 years

Child and Adult Care Food Program

Illinois State Board of Education

Nutrition Programs Division

100 North First Street, W-270

Springfield, Illinois 62777-0001

800-545-7892

MEAL	FOOD COMPONENTS	AGE 1 ⁸ and 2	AGE 3 through 5	AGE 6 through 12
Breakfast	Fluid Milk ¹	1/2 c	3/4 c	1 c
	Juice or Fruit or Vegetable	1/4 c	1/2 c	1/2 c
	Grains/Breads ² Cold Dry Cereal	½ serving ¼ c or ⅓ oz	½ serving ⅓ c or ½ oz	1 serving ¾ c or 1 oz
Supplement/Snack Select Two Different Components	Fluid Milk	1/2 c	1/2 c	1 c
	Juice³ or Fruit or Vegetable	1/2 c	1/2 c	3/4 c
	Meat or Meat Alternate			
	Meat or Poultry or Fish ⁴ or Alternate Protein Product ⁵	1/2 oz 1/2 oz	1/2 oz 1/2 oz	1 oz 1 oz
	Cheese or Egg (large) or Cooked Dry Beans or Dry Peas or Peanut Butter or other Nut/Seed Butters or Nut and/or Seeds or Yogurt—Plain or Sweetened/ Flavored	1/2 oz 1/2 1/8 c 1 T 1/2 oz 1/4 c	1/2 oz 1/2 oz 1/2 oz 1/2 1/8 c 1 T 1/2 oz 1/4 c	1 oz 1 oz 1 oz 1/2 1/4 c 2 T 1 oz 1/2 c
	Grains/Breads² Cold Dry Cereal	1/2 serving 1/4 c or 1/3 oz	1/2 serving 1/3 c or 1/2 oz	1 serving 3/4 c or 1 oz
Lunch/Supper	Fluid Milk	½ c	¾ c	1 c
	Meat or Meat Alternate	1 oz	1 1/2 oz	2 oz
	Meat or Poultry or Fish ⁴ or Alternate Protein Product ⁵	1 oz 1 oz	1 1/2 oz 1 1/2 oz	2 oz 2 oz
	Cheese or Egg (large) or Cooked Dry Beans or Dry Peas or Peanut Butter or other Nut/Seed Butters or Nut and/or Seeds ⁶ or Yogurt—Plain or Sweetened/ Flavored	1/2 1/4 c 2 T 1/2 oz 1/2 c	3/4 3/8 c 3 T 3/4 oz 3/4 c	1 1/2 c 4 T 1 oz 1 c
	Vegetables and/or Fruits⁷ (2 or more)	1/4 c total	1/2 c total	3/4 c total
	Grains/Breads² Cold Dry Cereal	1/2 serving 1/4 c or 1/3 oz	1/2 serving 1/3 c or 1/2 oz	1 serving 3/4 c or 1 oz

¹ Children two years and older must be offered fat-free (skim) or low-fat (Skim) fluid milk. Serving whole milk to children between the ages of 1 and 2 years is recommended. (12 months through ²³ months).

² Refer to the Grains/Breads Chart.

³ Juice may not be served when milk is served as the only other component.

⁴ Edible portions as served.

⁵ A manufacturer supplying an alternate protein product must provide documentation that the product meets all the following criteria.

- Processed so that some portion of the non-protein constituents of the food is removed;
- Safe and suitable edible products produced from plant or animal sources;
- Produced so the biological quality of the protein is at least 80 percent that of casein; and
- Contain at least 18 percent protein by weight when fully hydrated or formulated.

⁶ Nuts or seeds may not constitute more than 50 percent of the requirement. Instead, nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combination, one ounce of nuts or seeds is equal to one-ounce cooked lean meat, poultry, or fish.

⁷ Full-strength vegetable or fruit juice may be counted to meet not more than one-half of the requirements.

⁸ For a period of one month, while a 12-month-old child is weaning from infant formula to cow's milk; one or both beverages may be served to claim the meal for reimbursement. A child receiving infant formula and not in the weaning stage must have a signed Medical Exception Statement for Food Substitution on file in order for meals to be claimed for reimbursement. Also, expressed breast milk can continue to be offered to a child over one year of age in place of cow's milk, since it is an alternate type of milk.

In accordance with Federal law and United States Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

September 2011

GRAINS/BREADS REQUIREMENTS

CRITERIA FOR DETERMINING ACCEPTABLE GRAINS/BREADS

The item must be enriched or whole-grain or made from enriched or whole-grain, meal or flour. If it is a cereal, the product must be enriched, whole-grain, or fortified.

CRITERIA FOR DETERMINING MINIMUM SERVING SIZES IN RECIPES

The Grains/Breads Chart lists equivalent, minimum, serving sizes for a wide variety of grain/bread products. In lieu of using the minimum serving sizes listed in the chart, the contribution of a recipe may be calculated to determine the number of grains/breads servings the recipe provides. The crediting of a food item as a grains/breads serving is determined by the total amount of enriched or whole-grain meal and/or flour in the recipe divided by the number of servings the recipe yields. The amount of enriched or whole-grain meal and/or flour contained in each serving is then divided by 14.75 grams. Examples of enriched or whole-grain meal and/or flour would include enriched wheat flour, whole wheat, bran, germ, corn, or oatmeal (ground from whole grain), and enriched corn flour.

CRITERIA FOR DETERMINING MINIMUM SERVING SIZES IN GRAINS/BREADS CHART

The following Grains/Breads Chart has been divided into nine groups. The required weight for each group is based on the key nutrients in one slice of bread (25 grams or 0.9 ounce) or an equal amount (14.75 grams) of enriched or whole-grain meal and/or flour. Within each group all bread items have approximately the same nutrient and grain content in each serving. Items with fillings, toppings, etc. require larger serving sizes to meet the minimum grain content.

GRAINS/BREADS CHART

Some of the following foods, or their accompaniments, may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

GROUP A	MINIMUM SERVING SIZE FOR GROUP A
<ul style="list-style-type: none"> • Breeding-Type Coating • Bread Sticks, <i>hard</i> • Chow Mein Noodles • Crackers, <i>saltines, snack</i> • Croutons • Melba Toast • Pretzels, <i>hard</i> • Rye Wafers • Stuffing, <i>dry</i> 	1 serving = 20 g or 0.7 oz ¾ serving = 15 g or 0.5 oz ½ serving = 10 g or 0.4 oz ¼ serving = 5 g or 0.2 oz
GROUP B	MINIMUM SERVING SIZE FOR GROUP B
<ul style="list-style-type: none"> • Bagels or Bagel Chips • Batter-Type Coating • Biscuits • Breads, <i>white, wheat, whole wheat, French, Italian</i> • Buns, <i>hamburger, hot dog</i> • Crackers, <i>graham (all shapes), animal</i> • Egg Roll Skins or Wonton Wrappers • English Muffins • Pita Bread, <i>white, wheat, whole wheat</i> • Pizza Crust • Pretzels, <i>soft</i> • Rolls, <i>white, wheat, whole wheat, potato</i> • Tortillas, <i>wheat, corn</i> • Tortilla Chips, <i>wheat, corn</i> • Taco Shells 	1 serving = 25 g or 0.9 oz ¾ serving = 19 g or 0.7 oz ½ serving = 13 g or 0.5 oz ¼ serving = 6 g or 0.2 oz

GROUP C	MINIMUM SERVING SIZE FOR GROUP C
<ul style="list-style-type: none"> • Cookies¹, plain • Cornbread • Corn Muffins Crust² • Crepes • Croissants • Hush Puppies • Pancakes • Pie Crust, dessert pies¹, meat/meat alternate pies <ul style="list-style-type: none"> • Popovers • Sopapillas • Turnover Crust² • Waffles 	1 serving = 31 g or 1.1 oz ¾ serving = 23 g or 0.8 oz ½ serving = 16 g or 0.6 oz ¼ serving = 8 g or 0.3 oz
GROUP D	MINIMUM SERVING SIZE FOR GROUP D
<ul style="list-style-type: none"> • Doughnuts², <i>cake and yeast, raised, unfrosted</i> • Granola Bars², <i>plain</i> • Muffins, all but corn • Quick Breads • Sweet Roll, Sticky Buns, Cinnamon Rolls, Danish Pastries, Caramel Rolls², <i>unfrosted</i> • Toaster Pastry², <i>unfrosted</i> 	1 serving = 50 g or 1.8 oz ¾ serving = 38 g or 1.3 oz ½ serving = 25 g or 0.9 oz ¼ serving = 13 g or 0.5 oz
GROUP E	MINIMUM SERVING SIZE FOR GROUP E
<ul style="list-style-type: none"> • Cookies¹, <i>with nuts, raisins, chocolate pieces, fillings, and/or fruit purees</i> • Doughnuts², <i>cake and yeast, raised, frosted or glazed</i> • French Toast • Grain Fruit Bars • Granola Bars², <i>with nuts, raisins, chocolate pieces, and/or fruit</i> • Scones • Sweet Rolls, Sticky Buns, Cinnamon Rolls, Danish Pastries, Caramel Rolls², <i>frosted</i> • Toaster Pastry², <i>frosted</i> 	1 serving = 63 g or 2.2 oz ¾ serving = 47 g or 1.7 oz ½ serving = 31 g or 1.1 oz ¼ serving = 16 g or 0.6 oz
GROUP F	MINIMUM SERVING SIZE FOR GROUP F
<ul style="list-style-type: none"> • Cake¹- plain, <i>unfrosted</i> • Coffee Cake² 	1 serving = 75 g or 2.7 oz ¾ serving = 56 g or 2 oz ½ serving = 38 g or 1.3 oz ¼ serving = 19 g or 0.7 oz
GROUP G	MINIMUM SERVING SIZE FOR GROUP G
<ul style="list-style-type: none"> • Brownies¹, <i>plain</i> • Cake¹—all varieties, <i>frosted</i> 	1 serving = 115 g or 4 oz ¾ serving = 86 g or 3 oz ½ serving = 58 g or 2 oz ¼ serving = 29 g or 1 oz
GROUP H	MINIMUM SERVING SIZE FOR GROUP H
<ul style="list-style-type: none"> • Barley • Breakfast Cereals, <i>cooked</i> • Bulgur, <i>cracked wheat</i> • Corn Grits • Macaroni, <i>all shapes</i> • Noodles, egg - <i>all varieties</i> • Pasta, <i>all shapes</i> • Ravioli, <i>noodle only</i> • Rice, <i>enriched white or brown</i> 	1 serving = ½ c cooked or 25 g or 0.9 oz dry ¾ serving = ¾ c cooked or 19 g or 0.7 oz dry ½ serving = ¼ c cooked or 13 g or 0.5 oz dry ¼ serving = 2 T cooked or 6 g or 0.2 oz dry
GROUP I	MINIMUM SERVING SIZE FOR GROUP I
<ul style="list-style-type: none"> • Breakfast Cereal³, <i>dry</i> • Rice Cakes 	1 serving = ¾ c or 1 oz, whichever is less ½ serving = ½ c or 0.5 oz, whichever is less

¹ Allowed only as a dessert for a snack.

² Allowed for breakfast and/or snack.

³ Refer to Meal Pattern for Children Ages 1-12 years for the appropriate serving size for children ages 1 and 2.

SCHEDULE D**CHILD AND ADULT CARE FOOD PROGRAM**

The Institution shall attach Food Specifications. Sample food specifications are included in Part B of the invitation for Bid and Contract. You may use the sample food specifications as they are written, alter them to meet your needs or create your own. The vendor will use the food specifications while determining the bid price.
