**Invitation for Bid (IFB) and Contract for   
Child and Adult Care Food Program   
(CACFP) Institutions**

****

Connecticut State Department of Education

Bureau of Health/Nutrition, Family Services and Adult Education

450 Columbus Boulevard, Suite 504

Hartford, CT 06103-1841

**Revised January 2021**

For more information on food service management company (FSMC) contracts, visit the “[Contracts in the CACFP](https://portal.ct.gov/SDE/Nutrition/Food-Service-Management-Company#ContractsCACFP)” section of the CSDE’s [FSMC](https://portal.ct.gov/SDE/Nutrition/Food-Service-Management-Company) webpage, or contact the [CACFP staff](https://portal.ct.gov/SDE/Nutrition/CACFP-Contact) in the Connecticut State Department of Education’s Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103-1841.

This document is available is available at   
[https://portal.ct.gov/-/media/SDE/Nutrition/FSMC/IFBContractCACFP.pdf.](https://portal.ct.gov/-/media/SDE/Nutrition/FSMC/IFBContractCACFP.pdf)

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# Section A

## Invitation for Bid (IFB) and Contract Child and Adult Care Food Program (CACFP)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Issued by (institution)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name: | | |  | | | | | | | | | | | | | | | | | Bid number: | | | | | |  | | | | | | | | | | | Page 1 of | | |  | |
| Address: | | | |  | | | | | | | | | | | | | | | | Bid issue date: | | | | | | |  | | | | | | | | | |  | | | | |
|  | | | |  | | | | | | | | | | | | | | | | **Bid opening** | | | | | | | | Date: | | |  | | | | | | | | | | |
| City, state, zip: | | | | |  | | | | | | | | | | | | | |  | | | | | | | | | Time: | | | |  | | | | | | | | | |
| Telephone Number: | | | | | | | |  | | | | | | | | | | |  | | | | | | | | | Location: | | | | | | |  | | | | | | |
|  | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | |
| Contract commencement date: | | | | | | | | | | | | |  | | | | | | | | Total estimated amount of bid $: | | | | | | | | | | | | | | | | |  | | | |
|  | | | | | | | | | | | |  | | | | | | | | | *(To be inserted by the bidder)* | | | | | | | | | | | | | | | | | | | | |
| Contract expiration date: | | | | | | | | | | |  | | | | | | | | | | **Unit price per meal type** | | | | | | | | | | | | | | | | | | | | |
| Prompt payment discount: | | | | | | | | | | | | | | | | | | | | | Breakfast | | | | | Lunch | | | | | | | | Snacks | | | | | Supper | | |
|  |  | % for payment within | | | | | | | | | | | | |  | days | | | | | $ | |  | | | $ | | | |  | | | | $ | |  | | | $ | |  |
| *(To be inserted by the bidder)* | | | | | | | | | | | | | | | | | | | | | | (*To be inserted by the bidder − from Section E)* | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | |
| Name of bidder: | | | | | | |  | | | | | | | | | | | | | | | | |  |  | | | | | | | | | | | | | | | | |
| Street address: | | | | | |  | | | | | | | | | | | | | | | | | |  | ***Signature of bidder (in ink)*** | | | | | | | | | | | | | | | | |
| City, state, zip: | | | | | |  | | | | | | | | | | | | | | | | | |  |  | | | | | | | | | | | | | | | | |
| Telephone Number: | | | | | | | | | ( |  | | | | ) | | | − |  | | | | | |  | Title of signer: | | | | | | | |  | | | | | | | | |
|  | | | | | |  | | | | | | | | | | | | | | | | | |  | Date: | | | |  | | | | | | | | | | | | |

This document contains an invitation to bid for the furnishing of meals (unitized if applicable) to be served to children participating in the CACFP established by the United States Department of Agriculture (7 CFR Part 226), and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the Institution named above.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Acceptance** | | | | | |
| Contract number: | |  | Institution name: | |  |
| Date: |  | |  | |  |
|  |  | |  | | ***Institution signature*** |
|  |  | | Title: |  | |

**Note:** By submission of this bid, the bidder certifies that, in the event he receives an award under this solicitation, he shall operate in accordance with all applicable, current CACFP regulations.

# Section B

## Certificate of Independent Price Determination

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

# Section B, continued

## Civil Rights Assurances ([FNS Instruction 113-1](https://www.fns.usda.gov/civil-rights-compliance-and-enforcement-%E2%80%93-nutrition-programs-and-activities), Revised 11/8/05)

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Signature: | |  | | | |
|  | | *Food service management company’s authorized representative* | | | |
| Title: |  | |  | Date: |  |

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

|  |  |  |
| --- | --- | --- |
| Signature: | |  |
|  | *Authorized Institution Representative* | |

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

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

# Section C

## Instructions to Bidders

1. **Definitions**

As used herein:

* 1. 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.
  2. The term “bidder” means a food service management company submitting a bid in response to this Invitation for Bid.
  3. 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.
  4. The term “food service management company” means an organization, other than a public or private nonprofit school, which may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program.
  5. 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.
  6. The term “Institution” means the Child and Adult Care Food Program institution that issues this IFB.
  7. The term “unitized meal” means an individual pre-portioned 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.

1. **Submission of Bids**
   1. 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.

**Section C, continued**

* 1. Bids shall be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked “original” shall be governing should there be a variance between that copy of the bid and other copies submitted by the bidder. No change in the specifications or general conditions are allowed. Erasures on this bid shall be initialed by the bidder prior to submission.
  2. A copy of a current state or local health certificate for the food preparation facilities shall be submitted with the bid.
  3. A copy of the certificate from the food service employee designated as the Person in Charge who has been certified by a food protection manager certification program that is evaluated and listed by a recognized accrediting agency as conforming to the Conference for Food Protection Standards for Accreditation of Food Protection Manager Certification Programs

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

1. **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.

1. **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.

1. **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).

**Section C, continued**

1. **Bidders Having Interest in More than One Bid**

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

1. **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.

1. **Error in Bids**

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

1. **Award of Contract**
2. The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the Institution, price and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
3. 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.
4. 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.
5. **Late Bids, Modifications of Bids, or Withdrawals of Bids**
   1. 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).

**Section C, continued**

* 1. Any modification or withdrawal of bid is subject to the same conditions as in (a) above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
  2. The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term “postmark” means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)
  3. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Institution will be considered at any time it is received and may be accepted.

1. **Other Regulatory and Miscellaneous Provisions**
2. The invitation to bid shall not provide for loans or any other monetary benefit (including non-foodservice activities that benefit Program participants) or terms or conditions to be made to the institution by the contractor.
3. Nonfood items shall be excluded from the invitation to bid, except where such items are essential to the conduct of the food service.
4. The invitation to bid shall not specify special meal requirements to meet ethnic or religious needs unless special requirements are necessary to meet the needs of the participants to be served.
5. All bids totaling $50,000 or more shall be submitted to the state agency for approval before acceptance.
6. All bids shall be submitted to the state agency for approval before accepting a bid which exceeds the lowest bid. The state agency shall respond to any request for approval within 10 working days of receipt.

# Section D

## 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 E

## Unit Price Schedule and Instructions

Bidders are asked to submit prices on the Unit Price Schedule on the following meal types meeting the contract specifications set forth in Schedule C for meals to be delivered to all of the centers stated in Schedule A.

For example:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Unit Price Schedule** | | | | |
| **A** | **B** | **C** | **D** | **E** |
| **Meal type** | **Estimated servings per day** | **Estimated number of serving days** | **Unit price** | **Total price** |
| Breakfast (unitized meal) | 50 | 200 | $ .90 | $9,000 |
| Lunch | 100 | 200 | $1.70 | $34,000 |

The Unit Price Schedule is on the next page.

**Section E, continued**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Unit Price Schedule** | | | | |
| **A**  **(Completed by**  **institution)** | **B**  **(Completed by institution)** | **C**  **(Completed by institution)** | **D**  **(Completed by contractor)** | **E**  **(Completed by institution)** |
| **Meal type** | **Estimated servings per day** | **Estimated number of serving days** | **Unit price** | **Total price** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. **Institution** shall indicate which meal types the contractor will be providing meals for during the contract period. If unitized meals will be required, the institution must indicate “unitized meal” in parenthesis after the meal type.
2. **Institution** shall fill in the estimated number of meals that will be served each day by meal type during the contract period.
3. **Institution** shall fill in the number of anticipated operating days that meals will be served during the contract period.
4. The **food service management company** shall insert the appropriate unit price for each meal type as indicated by the institution.
5. **Institution** shall calculate total price by multiplying B x C x D.

**Note:** In the event of any inconsistencies or errors, the **unit price** (D) shall take precedence.

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

# Section F

## General Conditions

1. **Delivery Requirements**
2. Delivery shall be made by the contractor to each center in accordance with the order from the Institution.
3. 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.
4. Meals delivered to outside-school-hours care centers shall be unitized unless otherwise specified.
5. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
6. 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.
7. **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.

1. **Record Keeping**
2. Delivery tickets must be prepared by the contractor at a minimum in 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 or home will check adequacy 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.
3. 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.

**Section F, continued**

1. The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State agency, representatives of the U.S. Department of Agriculture, the Institution and the Comptroller General of the United States at any reasonable time and place.
2. **Method of Payment**

The contractor shall submit its itemized invoice to the Institution bi-weekly, or monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each center 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.

1. **Inspection of Facility**
2. The Institution, the state agency, 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.
3. 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 of Connecticut. This will be accomplished in accordance with U.S. Department of Agriculture regulations.
4. 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. The results of these inspections shall be submitted to the Institution and to the state agency.
5. **Insurance**

The Institution should insert insurance requirements for the contractor. (**NOTE**: Contracts generally identify three liabilities: comprehensive general liability, workers’ compensation and vehicle insurance.)

*Institution should insert insurance requirements for the contractor in the space below.*

**Section F, continued**

1. **Availability of Funds**

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

1. **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.

1. **Emergencies**

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Institution by telephone of the following: a) the impossibility of on-time delivery; b) the circumstances precluding delivery; and, c) a statement of whether succeeding deliveries will be affected.

No payments will be made for deliveries made later than \*\_\_\_\_\_\_\_\_\_\_\_\_ hours after specified meal time.

*\* The Institution shall set the time so that it does not pay for meals it cannot serve to enrolled participants and cannot claim for reimbursement under the CACFP.*

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.

**Section F, continued**

**10.** **Termination**

1. 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.
2. The Institution shall, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the Institution that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employee of the Institution with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Institution makes such findings shall be in issue and may be reviewed in any competent court.
3. In the event this contract is terminated as provided in paragraph (b) hereof, the Institution shall be entitled: (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor; and (ii) as a penalty, in addition to any other damages in any amount which shall not be less than three, nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
4. 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 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, this 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 G

## General Provisions

### Equal Opportunity

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
2. The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. 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.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**Section G, continued**

1. In the event of the contractor’s noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
2. The contractor will include the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
3. In accordance with Federal regulations at 2 CFR Part 200.321, 7 CFR Part 226.21 and 7 CFR Part 226.22, the non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Section G, continued**

### Clean Air and Water

(Applicable only if the contract exceeds $250,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $250,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41 USC 1857c-8(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

The contractor agrees as follows:

* + 1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
    2. That no portion of the work required by 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 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).

The terms used in this clause have the following meanings:

1. The term “Air Act” means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].
2. The term “Water Act” means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].
3. The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air

**Section G, continued**

Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].

1. 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].
2. The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
3. 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

(Applicable if bid or offer exceeds $250,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed $250,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [42 USC 1857c-8(c)(1)] or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or is not otherwise exempt.)

The bidder certifies as follows:

* 1. 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.
  2. 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.

**Section G, continued**

* 1. He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

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

The contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued to comply with the Energy Policy and Conservation Act (P.L. 94-163).

# Section H

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

**AD-1048**

OMB Control No. 0505-0027

This form is available electronically at <https://www.ocio.usda.gov/sites/default/files/docs/2012/AD1048_LowerTierCoveredTransactions_final.pdf>.

Expiration Date: 04/30/2022

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| --- | --- | --- |
| *The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*  *According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.* | | |
| ***(Read instructions on page two before completing certification.)***   1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. | | |
| Organization name | PR/award number or project name | |
| Name(s) and title(s) of authorized representative(s) | | |
| Signature(s) | | Date |

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

Form AD-1048 (REV 12/18)

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**Section H, continued**

### Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Page 2 of 2

# Schedule A

## Centers Where Program Will Operate

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name of center** | **Center address and**  **telephone number** | **Authorized designee** | **Type of meal** | **Quantity of meals** | **Delivery time for each meal** | **Beginning and end date of program at center** |
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# Schedule B

## CACFP Menu Cycle

The institution’s response shall attach a cycle menu (eleven days minimum) for each center for the following CACFP meal patterns, as applicable:

Children  Infants  Adults

# Schedule C

## CACFP Meal Patterns

Download and insert the specific USDA meal pattern that pertains to participants served in the CACFP facility. For example, child care centers must insert the CACFP Meal Patterns for Children and, if infants are enrolled, they must also insert the CACFP Meal Patterns for Infants. Adult day care centers must insert the CACFP Meal Patterns for Adults.

### Children

* CACFP Meal Patterns for Children:   
  <https://portal.ct.gov/-/media/SDE/Nutrition/CACFP/MealPattern/CACFPMealPattern.pdf>

For more information on the CACFP meal patterns for children, review the CSDE’s guide, [*Meal Pattern Requirements for CACFP Child Care Programs*](https://portal.ct.gov/-/media/SDE/Nutrition/CACFP/MealPattern/GuideCACFPMealPatterns.pdf)*,* andvisit the CSDE’s [Meal Patterns for CACFP Child Care Programs](https://portal.ct.gov/SDE/Nutrition/Meal-Patterns-CACFP-Child-Care-Programs) and [Crediting Foods for CACFP Child Care Programs](https://portal.ct.gov/SDE/Nutrition/Crediting-Foods-in-CACFP-Child-Care-Programs) webpages.

### Infants

* CACFP Meal Patterns for Infants:   
  <https://portal.ct.gov/-/media/SDE/Nutrition/CACFP/Infants/InfantMealPatternCACFP.pdf>

For more information on the CACFP infant meal patterns, review the USDA’s guide, [*Feeding Infants in CACFP Child Care Programs*](https://www.fns.usda.gov/tn/feeding-infants-child-and-adult-care-food-program)*,* andvisit the USDA’s [CACFP Trainer's Tools: Feeding Infants](https://www.fns.usda.gov/tn/feeding-infants-cacfp-trainers-tools) webpage, and the CSDE’s [Feeding Infants in CACFP Child Care Programs](https://portal.ct.gov/SDE/Nutrition/Feeding-Infants-in-CACFP-Child-Care-Programs) webpages.

### Adults

* CACFP Meal Patterns for Adults:<https://portal.ct.gov/-/media/SDE/Nutrition/CACFP/MealPattern/AdultMealPatternCACFP.pdf>

For more information on the CACFP adult meal patterns, review the CSDE’s guide, [*Meal Pattern Requirements for CACFP Adult Day Care Centers*](https://portal.ct.gov/-/media/SDE/Nutrition/CACFP/MealPattern/GuideCACFPMealPatternsAdults.pdf)*,* and visit the CSDE’s [Meal Patterns for CACFP Adult Day Care Centers](https://portal.ct.gov/-/media/SDE/Nutrition/CACFP/MealPattern/AdultmealpatternCACFP.pdf) and [Crediting Foods for CACFP Adult Day Care Centers](https://portal.ct.gov/SDE/Nutrition/Crediting-Foods-in-CACFP-Adult-Day-Care-Centers) webpages.

# Schedule D

## Nondiscrimination Statements

### USDA

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](https://www.ocio.usda.gov/sites/default/files/docs/2012/Complain_combined_6_8_12.pdf), (AD-3027) found online at: [How to File a Complaint](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture   
Office of the Assistant Secretary for Civil Rights   
1400 Independence Avenue, SW   
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

**Section D, continued**

### CSDE

The Connecticut State Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Connecticut Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of age, ancestry, color, criminal record (in state employment and licensing), gender identity or expression, genetic information, intellectual disability, learning disability, marital status, mental disability (past or present), national origin, physical disability (including blindness), race, religious creed, retaliation for previously opposed discrimination or coercion, sex (pregnancy or sexual harassment), sexual orientation, veteran status or workplace hazards to reproductive systems, unless there is a bona fide occupational qualification excluding persons in any of the aforementioned protected classes.

Inquiries regarding the Connecticut State Department of Education’s nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/Americans with Disabilities Coordinator (ADA), Connecticut State Department of Education, 450 Columbus Boulevard, Suite 505, Hartford, CT 06103, 860-807-2071, [levy.gillespie@ct.gov](mailto:levy.gillespie@ct.gov).