

January 4, 2018

Dear Prospective Bidders:

Attached is a copy of the Invitation for Bid and Contract for Purchased Meals for the Child and Adult Care Food Program (CACFP), Bid #MWJ1801A. The *Board of Trustees Community College District No. 508/City Colleges of Chicago (CCC)*, is accepting bids for meal services. Our program serves children, ages 2-12, in a child care setting. We are soliciting bids for family style meals for the meal periods of *breakfast, lunch, supper, supplement/snack* as defined on Schedule A. The contract term period is for a one (1) year period, July 1, 2018 through June 30, 2019, with an option to renew for an additional four (4) one (1) year periods.

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 221 days following the end of the billing period.

If you intend to submit a bid for the preparation and delivery of meals for this program, please read the attached Invitation for Bid and Contract thoroughly and the RFP documents, Appendices and Attachments. **A pre-bid conference is scheduled for Thursday, January 11, 2018, at 10:00 a.m., Chicago local time, in Room 3207 at Malcolm X College, 1900 W. Jackson Blvd., Chicago, IL 60612. It is mandatory that all firms anticipating submitting a bid are required to attend in person.** Please obtain a copy of the Bid document and bring it with you to the meeting. Attendees, please RSVP to procurementservices@ccc.edu by Tuesday, January 9, 2018, no later than 2:00 p.m. Photo identification is required when entering any City Colleges of Chicago location.

Please complete the following areas within the Invitation for Bid and 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

Bidders are also to complete and submit the following CCC documents (see Appendices in RFP Section) with your bid submissions and notarize where required (please include these documents with your original signature hard copies and USBs bid submissions):

11. Executive Summary Form (See RFP Section VII)

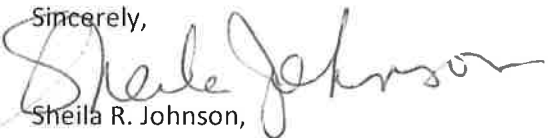
12. Terms and Conditions regarding Compliance with the Minority Business Commitment and Women Business Enterprise Commitment (See Appendix I)
13. CCC Ethics Orientation Vendors/Contractors (See Appendix II)
14. Economic Disclosure Statement and Affidavit (See Appendix III – must submit all 10 pages)
15. Insurance Requirements (complete and submit a current copy of your Certificate of Insurance. The awarded Bidder is required to submit an original Certificate of Insurance evidencing compliance with the required City Colleges of Chicago insurance coverages and limits. (See Section IV-Insurance Requirements)
16. Professional Services Agreement-draft (See Appendix IV for review only, do not submit)
17. IRS W-9 Form (please download and complete the separate pdf file)
18. References: provide a minimum of three (3) references, from 3 different organizations, for services similar to those as defined in this RFP/Bid. (See RFP, Attachment B and Section III - #6. References) and submit it with your bid.

Questions regarding clarification or verification of these specifications and MBE/WBE compliance procedures should be submitted in writing via email to Marietta Williams-Johnson, Buyer – 312-553-2590, at procurementservices@ccc.edu, please reference the RFP number and name in the subject line. The deadline for submitting final questions is Friday, January 19, 2018, no later than 12:00 p.m.

Please return three (3) original signature hard copies of your entire bid submissions, twelve (12) USBs which include all bid information, along with copies of your current health inspection report. All sealed bids shall be date and time stamped in the Office of the District Director of Business and Procurement Services, at City Colleges of Chicago, 226 West Jackson Blvd., Room 1005, Chicago, IL 60606. All bids are due Wednesday, February 14, 2018, no later than 12:00 p.m. local Chicago time. All bids shall be publicly opened and read immediately thereafter in Conference Room 1001. Bids arriving late will be returned to the vendor unopened. Attendees for the Bid Opening, please RSVP to procurementservices@ccc.edu no later than Monday, February 12, 2018, by 2:00 p.m.

Respondents requiring additional information shall contact the Buyer. Respondents who contact any City Colleges of Chicago personnel other than the Buyer will be considered in violation of the procurement rules and may have your bid response disqualified.

Sincerely,



Sheila R. Johnson,

District Director of Business and Procurement Services

**CHILD AND ADULT CARE FOOD PROGRAM
INVITATION FOR BID AND CONTRACT**

SECTION I

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

The Illinois State Board of Education does not in any way become a party to any contract between a sponsor or center and a vendor. The sponsor or center has full responsibility for ensuring that the terms of the contract are fulfilled. The Illinois State Board of Education has no involvement with the enforcement of the contract; however, payment can be denied for all meals received under an invalid contract.

SOLICITING INSTITUTION

1. NAME OF INSTITUTION Community College District No. 508 - City Colleges of Chicago			2. BID NUMBER MWJ1801A	
STREET ADDRESS 226 W. Jackson Blvd.			3. BID OPENING DATE February 14, 2018	TIME 12:00 p.m.
CITY Chicago	STATE IL	ZIP CODE 60606	BID OPENING LOCATION 226 W. Jackson Blvd., Chicago, IL 60606	
TELEPHONE NUMBER 312-553-2590			4. CONTRACT COMMENCEMENT DATE July 1, 2018	
FOR INFORMATION CALL Marietta Williams-Johnson, Buyer			5. CONTRACT EXPIRATION DATE June 30, 2019	

6. MEAL TYPE (Bulk or Unitized)	ESTIMATED MEALS PER DAY	ESTIMATED NUMBER OF SERVING DAYS	7. UNIT PRICE	TOTAL PRICE
Breakfast	221	232		
AM Supplement				
Lunch	221	232		
PM Supplement	221	232		
Supper	20	232		

8. BIDDER (Complete shaded area.)	9. Total Estimated Amount of Bid
	PROMPT PAYMENT DISCOUNT
	_____ % for payment within _____ days

By submission of this bid, the bidder certifies that, in the event he/she receives an award under this solicitation, he/she shall operate in accordance with all applicable, current program regulations. This agreement shall be in effect for the time period specified above, and not to exceed one year and may be renewed by mutual agreement with options to renew yearly, not to exceed four additional years.*

_____	_____
Date	Signature of Bidder (in ink)
_____	_____
Title	Telephone

ACCEPTANCE OF CONTRACT

NAME OF INSTITUTION	CONTRACT NO.
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_____	_____	_____
Date	Signature of Institution's Representative	Title

*Refer to Section VI-9

SECTION II**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

Institution and bidder shall execute this Certificate of Independent Price Determination.

BIDDER:

(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 or to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this 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;
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

THE BIDDER IS TO INDICATE WHICH IS APPLICABLE:

- ☐ 1. He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above.
- ☐ 2. He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above and as their agent does hereby so certify: and he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

Signature of Bidder

Date

Title

INSTITUTION:

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

Date

Signature of Institution's Authorized Representative

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) Inclusive * 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 July 1, 2018 ** to June 30, 2019 **. Meals shall be served 5 *** 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 2 to 12 *, with a majority of the children being age 3 to 5 **. 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 30 minutes 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 \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000 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
Original 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.arinet.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

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

ATTACHMENT 9A

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.

ILLINOIS STATE BOARD OF EDUCATION
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-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal code, contained in Chapter 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	ESTIMATED QUANTITY OF MEALS	DELIVERY TIME FOR EACH MEAL	DATES OF PROGRAM
Name Truman College-Child Development Center Address 1145 W. Wilson City, State, Zip Code Chicago, IL 60640 Site Number 18090		Name Dexter Smith, Site Director	Breakfast ☒ AM Snack Lunch ☒ PM Snack ☒ Supper	49 daily 49 daily 49 daily	8 : 15 11 : 15 3 : 15	Beginning Date 7/1/2018 Ending Date 6/30/2019
		Telephone (773) 907-4740				
		Name Carolina Casillas, Site Director	Breakfast ☒ AM Snack Lunch ☒ PM Snack ☒ Supper	32 daily 32 daily 32 daily	9 : 00 12 : 00 3 : 00	Beginning Date 7/1/2018 Ending Date 6/30/2019
		Telephone (773) 291-6317				
		Name Guadalupe Pasillas, Site Director	Breakfast ☒ AM Snack Lunch ☒ PM Snack ☒ Supper	46 daily 46 daily 46 daily	9 : 00 12 : 00 3 : 00	Beginning Date 7/1/2018 Ending Date 6/30/2019
		Telephone ()				
Name Daley-Child Development Center Address 7500 S. Pulaski Rd. City, State, Zip Code Chicago, IL 60652 Site Number 36161		Name Erin Cloyd, Site Director	Breakfast ☒ AM Snack Lunch ☒ PM Snack ☒ Supper	40 daily 40 daily 40 daily	9 : 00 12 : 00 2 : 45	Beginning Date 7/1/2018 Ending Date 6/30/2019
		Telephone (773) 838-7562				
		Name Aisha Ruth, Site Director	Breakfast ☒ AM Snack Lunch ☒ PM Snack ☒ Supper	34 daily 34 daily 34 daily	8 : 30 12 : 00 3 : 00	Beginning Date 7/1/2018 Ending Date 6/30/2019
		Telephone (312) 850-7176				
		Name Erin Cloyd, Site Director	Breakfast ☒ AM Snack Lunch ☒ PM Snack ☒ Supper	20 daily 20 daily 20 daily	9 : 00 12 : 00 2 : 45	Beginning Date 7/1/2018 Ending Date 6/30/2019
		Telephone (773) 602-5481				

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.

Refer to the attached menu cycles.

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

AGREEMENT NUMBER AGREEMENT NUMBER 1 5 0 1 6 5 0 80 51		SPONSOR NAME AND ADDRESS Community Colleges of Chicago District 508 228 W. Jackson Blvd Chicago, IL 60606	
☒ Child and Adult Care Food Program		☐ Summer Food	
Majority of children are ages: ☐ 1-2 ☒ 3-5 ☐ 6-12		CONTACT PERSON Maria E. Sanchez	
		TELEPHONE (Include Area Code) 312-553-2856	

BREAKFAST MENUS

Component (See Key Above)	MENU		ISBE CORRECTION	MENU		ISBE CORRECTION	MENU		ISBE CORRECTION
	ITEM	PORTION		ITEM	PORTION		ITEM	PORTION	
F/V:	Day 1 Cantaloupe Chunks	1/2 C		Day 2 Green Apple Wedges	1/2 C		Day 3 Orange Wedges	1/2 C	
G/B:	Raisin Bagel Half w/Butter	1 G/B		Biscuit	1 G/B		Waffle Sticks	2 G/B	
M:	skim Milk	8 fl oz		Skim Milk	8 fl oz		Skim Milk	8 fl oz	
O/F:	Swiss Cheese Cubes	1/4 C		Scrambled Egg w/Cheese	1.5 M/M		Reduced Sugar Syrup	1 pkt	
F/V:	Day 4 Apricots	1/2 C		Day 5 Pineapple	1/2 C		Day 6 Mandarin Oranges	1/2 C	
G/B:	Potato Pancakes	2 each		Yogurt Cup	4 oz		Grits w/Cheese	1 G/B+.5 M/M	
M:	Skim Milk	8 fl oz		Skim Milk	8 fl oz		Skim Milk	8 fl oz	
O/F:	Turkey Sausage 1.5 oz	1 M/M							
F/V:	Day 7 Banana	1/2 C		Day 8 Pineapple	1/2 C		Day 9 Mixed Fruit	1/2 C	
G/B:	Raisin Toast 1 Slice	1 G/B		Low Fat Cottage Cheese	1/2 C		Cheerios (WG)	1 G/B	
M:	Skim Milk	8 fl oz		Skim Milk	8 fl oz		Skim Milk	8 fl oz	
O/F:	Turkey Sausage	1g							
F/V:	Day 10 Banana	1/2 C		Day 11 Orange Wedges	1/2 C		ISBE USE ONLY		
G/B:	Waffle w/Butter 12 oz	1 G/B		Apple Muffin 2 oz	1 G/B		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.		
M:	Skim Milk	8 fl oz		Skim Milk	8 fl oz				
O/F	Scrambled Egg	1 M/M							

KEY: Provide portions for age group representing majority of children.
 M/MMA: Meat or meal 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 and Wellness Programs Division
 100 North First Street, W-270
 Springfield, Illinois 62777-0001

LUNCH/SUPPER MENUS

AGREEMENT NUMBER AGREEMENT NUMBER 1 5 0 1 6 5 0 80 51		SPONSOR NAME AND ADDRESS Community Colleges of Chicago District 508 226 W. Jackson Blvd. Chicago, IL 60606	
☒ Child and Adult Care Food Program		☐ Summer Food	
Majority of children are ages: ☐ 1-2 ☒ 3-5 ☐ 6-12		CONTACT PERSON Maria E. Sanchez	
		TELEPHONE (Include Area Code) 312-553-2856	

Component (See Key Above)	MENU		ISBE CORRECTION	MENU		ISBE CORRECTION	MENU		ISBE CORRECTION
	ITEM	PORTION		ITEM	PORTION		ITEM	PORTION	
M/MMA:	Day 1			Day 2			Day 3		
F/V-1:	Chic Penne	2 M/MMA+1 G/B		Toasted Cheese Sandwich (WG)	1/2 C		Macaroni & Cheese (WG)	2 M/MMA +1 G/B	
F/V-2:	Sliced Zucchini	1/4 C		Baby Spinach w/Italian Dressing	1/4 C		Broccoli	1/4 C	
G/B:	Banana	1/2 C		Carrot Coins	1/4 C		Tomato Wedges w/Ranch	1/4 C	
M:	Wheat Roll w/Butter (WG)	2 oz.			8 fl oz		Corn Muffin	2 oz.	
O/F:	Skim Milk	8 fl oz		Skim Milk	1/2 C		Skim Milk	8 fl oz	
	Red Pepper Strips w/Ranch	1/4 C		Pears			Green Apple Wedges	1/2 C	
M/MMA:	Day 4			Day 5			Day 6		
F/V-1:	Baked Turkey Meatloaf w/Gravy	1.5 M/MMA		Cheese Pizza	1.5 M/MMA +1 G/B		Beef Tacos (WG) w/Salsa	1.5 M/MMA +2 G/B	
F/V-2:	Sweet Potato Hash w/Butter	1/4 C		Broccoli	1/4 C		Cuban Black Beans	1/4 C	
G/B:	Garden Peas	1/4 C		Carrot Coins	1/4 C		Mexicali Corn	1/4 C	
M:	Wheat Bread Slice (WG)	5 oz.		Pizza Crust (WG)	2 oz.		Taco Shells (WG)	2 oz.	
O/F:	Skim Milk	8 fl oz		Skim Milk	8 fl oz		Skim Milk	8 fl oz	
	Cantaloupe Chunks	1/2 C		Banana	1/2 C		Honeydew Melon	1/2 C	
M/MMA:	Day 7			Day 8			Day 9		
F/V-1:	Turkey A la King	3/4 C		Cheeseburger on Wheat Bun (WG)	1.5 M/MMA = 1 G/B		Baked Pasta w/Mozzarella Cheese (WG)	1.5 M/MMA +1 G/B	
F/V-2:	Broccoli	1/4 C		Sugar Baked Beans	1/4 C		Garden Peas	1/4 C	
G/B:	Corn & Edamame Medley	1/4 C		Baked Crinkle Cut Fries	1/4 C		Yellow Squash	1/4 C	
M:	Cous Cous (WG)	1 G/B		Wheat Bun	2 oz.		Garlic Toast (WG)	5 oz.	
O/F:	Skim Milk	8 fl oz		Skim Milk	8 fl oz		Skim Milk	8 fl oz	
	Peaches	1/2 C		Mixed Melon Chunks	1/2 C		Banana	1/2 C	
M/MMA:	Day 10			Day 11			ISBE USE ONLY		
F/V-1:	Seasoned Chicken Leg	2 M/MMA		Ropa Vieja (Beef) w/Brown Rice (WG)	1.5 M/MMA +1 G/B		This menu has been approved with corrections noted. Any additional changes to the approved menu may make the menu ineligible for reimbursement. Date _____ ISBE Approved Signature _____		
F/V-2:	Mashed Sweet Potatoes	1/4 C		Sweet Corn	1/4 C				
G/B:	Tomato Wedges w/Italian Dip	1/4 C		Roasted Red Peppers	1/4 C				
M:	Wheat Roll w/Butter (WG)	2 oz.		Wheat Bread Slice (WG)	2 oz.				
O/F:	Skim Milk	8 fl oz		Skim Milk	8 fl oz				
	Pears	1/2 C		Green Apple Wedges	1/2 C				

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

AGREEMENT NUMBER AGREEMENT NUMBER 1 5 0 1 6 5 0 80 51										SPONSOR NAME AND ADDRESS Community Colleges of Chicago District 508 226 W. Jackson Blvd. Chicago, IL 60606	
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Majority of children are ages: ☐ 1-2 ☒ 3-5 ☐ 6-12										CONTACT PERSON Maria E. Sanchez	
										TELEPHONE (Include Area Code) 312-553-2856	

SUPPLEMENT MENUS

Component (See Key Above)	MENU		ISBE CORRECTION	MENU		ISBE CORRECTION	MENU		ISBE CORRECTION
	ITEM	PORTION		ITEM	PORTION		ITEM	PORTION	
Day 1 M/M/A: F/V: G/B: M: O/F:	Pineapple Chunks	1/2 C		Day 2			Day 3	Cheddar Cubes	2 oz
	Half Slice Raisin Toast	1 G/B		Biscuit w/Rs Jelly	1 G/B			Wheat Crackers	1 G/B
				Skim Milk	8 fl oz				
Day 4 M/M/A: F/V: G/B: M: O/F:				Day 5			Day 6	Hard Cooked Egg	1 M/M/A
	Hummus	1/2 C		Yogurt Cup	4 oz				
	Pita Chips	1.5 G/B		Half Slice Raisin Toast	1 G/B			Mini Bagel w/Butter	1 G/B
Day 7 M/M/A: F/V: G/B: M: O/F:				Day 8			Day 9		
	Apple Muffin	1 G/B		Carrot Sticks w/Ranch	1/2 C			Orange Wedges	1/2 C
	Skim Milk	8 fl oz		Wheat Crackers	1 G/B			Skim Milk	8 fl oz
Day 10 M/M/A: F/V: G/B: M: O/F:				Day 11			ISBE USE ONLY		
	Cottage Cheese	1/4 C							
	Peaches	1/2 C		Cucumbers w/Ranch	1/2 C				
				Wheat Crackers (WG)	1 G/B				

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.

SCHEDULE C

CHILD AND ADULT CARE FOOD PROGRAM

Meal Chart and Grains/Breads Requirements.

Refer to the attached meal chart and grains/breads requirements.

**CHILD MEAL PATTERN**

Breakfast				
(Select all three components for a reimbursable meal)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both⁴	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq)^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	¼ cup	⅓ cup	¼ cup	¼ cup

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

⁷ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¼ cup for children ages 6-12.

CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	¾ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	½ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	½ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

⁹ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

CHILD MEAL PATTERN

Snack				
(Select two of the five components for a reimbursable snack)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (at-risk afterschool programs and emergency shelters)
Fluid Milk ³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	⅓ cup	⅓ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables⁶	½ cup	½ cup	¾ cup	¾ cup
Fruits⁶	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq)^{7,8}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{9,10}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅓ cup	⅓ cup	¾ cup	¾ cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁸ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁹ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

¹⁰ Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ½ cup for children ages 6-12.

Attachment

EXHIBIT A: GRAIN REQUIREMENT FOR CHILD NUTRITION PROGRAMS^{1,2}

Color Key: Footnote 5 = Blue, Footnote 3 or 4 = Red

Group A	Ounce Equivalent (Oz Eq) for Group A	Minimum Serving Size for Group A
▪ Bread type coating ▪ Bread sticks (hard) ▪ Chow Mein noodles ▪ Savory Crackers (saltines and snack crackers) ▪ Croutons ▪ Pretzels (hard) ▪ Stuffing (dry) Note: weights apply to bread in stuffing.	1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz	1 serving = 20 gm or 0.7 oz 3/4 serving = 15 gm or 0.5 oz 1/2 serving = 10 gm or 0.4 oz 1/4 serving = 5 gm or 0.2 oz
Group B	Oz Eq for Group B	Minimum Serving Size for Group B
▪ Bagels ▪ Batter type coating ▪ Biscuits ▪ Breads - all (for example sliced, French, Italian) ▪ Buns (hamburger and hot dog) ▪ Sweet Crackers⁵ (graham crackers - all shapes, animal crackers) ▪ Egg roll skins ▪ English muffins ▪ Pita bread ▪ Pizza crust ▪ Pretzels (soft) ▪ Rolls ▪ Tortillas ▪ Tortilla chips ▪ Taco shells	1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25 oz	1 serving = 25 gm or 0.9 oz 3/4 serving = 19 gm or 0.7 oz 1/2 serving = 13 gm or 0.5 oz 1/4 serving = 6 gm or 0.2 oz

¹ In NSLP and SBP (grades K-12), all grains served must meet whole grain-rich criteria. For information on flexibilities, please contact your State agency. For all other Child Nutrition Programs, grains are whole grain or enriched or made with enriched or whole-grain meal and/or flour, bran, and/or germ. Under CACFP child and adult meal patterns, and in NSLP/SBP preschool meals, at least one grain serving per day must meet whole grain-rich criteria.

² For NSLP and SBP (grades K-12), grain quantities are determined using ounce equivalents (oz eq). All other Child Nutrition Programs determine grain quantities using grains/bread servings. Beginning Oct. 1, 2019, grain quantities in CACFP and NSLP/SBP infant and preschool meals will be determined using oz eq. Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

³ Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10. May count towards the grain component in SBP (grades K-12). CACFP. NSLP/SBP infant and preschool meals, and SFSP.

Attachment

Group C	Oz Eq for Group C	Minimum Serving Size for Group C
• Cookies¹ (plain - includes vanilla wafers) • Combread • Corn muffins • Croissants • Pancakes • Pie crust (dessert pies³, cobbler³, fruit turnovers⁴, and meat/meat alternate pies) • Waffles	1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or 0.3 oz	1 serving = 31 gm or 1.1 oz 3/4 serving = 23 gm or 0.8 oz 1/2 serving = 16 gm or 0.6 oz 1/4 serving = 8 gm or 0.3 oz
Group D	Oz Eq for Group D	Minimum Serving Size for Group D
• Doughnuts² (cake and yeast raised, unfrosted) • Cereal bars, breakfast bars, granola bars⁴ (plain) • Muffins (all, except corn) • Sweet roll⁴ (unfrosted) • Toaster pastry⁴ (unfrosted)	1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz	1 serving = 50 gm or 1.8 oz 3/4 serving = 38 gm or 1.3 oz 1/2 serving = 25 gm or 0.9 oz 1/4 serving = 13 gm or 0.5 oz
Group E	Oz Eq for Group E	Minimum Serving Size for Group E
• Cereal bars, breakfast bars, granola bars⁴ (with nuts, dried fruit, and/or chocolate pieces) • Cookies³ (with nuts, raisins, chocolate pieces and/or fruit purees) • Doughnuts⁴ (cake and yeast raised, frosted or glazed) • French toast • Sweet rolls⁴ (frosted) • Toaster pastry⁴ (frosted)	1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz	1 serving = 63 gm or 2.2 oz 3/4 serving = 47 gm or 1.7 oz 1/2 serving = 31 gm or 1.1 oz 1/4 serving = 16 gm or 0.6 oz
Group F	Oz Eq for Group F	Minimum Serving Size for Group F
• Cake³ (plain, unfrosted) • Coffee cake⁴	1 oz eq = 82 gm or 2.9 oz 3/4 oz eq = 62 gm or 2.2 oz 1/2 oz eq = 41 gm or 1.5 oz 1/4 oz eq = 21 gm or 0.7 oz	1 serving = 75 gm or 2.7 oz 3/4 serving = 56 gm or 2 oz 1/2 serving = 38 gm or 1.3 oz 1/4 serving = 19 gm or 0.7 oz

¹ Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count towards the grain component in CACFP or NSLP/SBP infant and preschool meals beginning October 1, 2017, as specified in §§226.20(a)(4) and 210.10.

⁴ Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count towards the grain component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count towards the grain component in the CACFP and NSLP/SBP infant and preschool meals beginning October 1, 2017, as specified in §§226.20(a)(4) and 210.10.

Attachment

Group G	Oz Eq for Group G	Minimum Serving Size for Group G
- Brownies³ (plain) - Cake³ (all varieties, frosted)	1 oz eq = 125 gm or 4.4 oz 3/4 oz eq = 94 gm or 3.3 oz 1/2 oz eq = 63 gm or 2.2 oz 1/4 oz eq = 32 gm or 1.1 oz	1 serving = 115 gm or 4 oz 3/4 serving = 86 gm or 3 oz 1/2 serving = 58 gm or 2 oz 1/4 serving = 29 gm or 1 oz
Group H	Oz Eq for Group H	Minimum Serving Size for Group H
- Cereal Grains (barley, quinoa, etc.) - Breakfast cereals (cooked)^{6,7} - Bulgur or cracked wheat - Macaroni (all shapes) - Noodles (all varieties) - Pasta (all shapes) - Ravioli (noodle only) - Rice	1 oz eq = 1/2 cup cooked or 1 ounce (28 gm) dry	1 serving = 1/2 cup cooked or 25 gm dry
Group I	Oz Eq for Group I	Minimum Serving Size for Group I
Ready to eat breakfast cereal (cold, dry)^{6,7}	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cups or 1 ounce for puffed cereal 1 oz eq = 1/4 cup or 1 ounce for granola	1 serving = 3/4 cup or 1 oz, whichever is less

³ Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count towards the grain component in CACFP or NSLP/SBP infant and preschool meals beginning October 1, 2017, as specified in §§226.20(a)(4) and 210.10.

⁶ Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; breakfast served in the SBP, and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

⁷ In the NSLP and SBP, cereals must list a whole grain as the first ingredient and be fortified, or if the cereal is 100 percent whole grain, fortification is not required. For CACFP and SFSP, cereals must be whole-grain, enriched, or fortified; cereals served in CACFP and NSLP/SBP infant and preschool meals must contain no more than 6 grams of sugar per dry ounce.

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.

Refer to the attached 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).

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| 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, ½" 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.

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| 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

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| 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.