

**CHILD AND ADULT CARE FOOD PROGRAM  
INVITATION TO BID**

**ISSUED BY** (Institution):

NAME	ADDRESS	CITY	STATE	ZIP	TELEPHONE # ( )
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**BID OPENING:**

DATE	TIME	LOCATION	ISSUE DATE
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**This document contains an ITB/Contract for the furnishing of meals (unitized if applicable) to be served to participants of the Child and Adult Care Food Program (CACFP) established by the United States Department of Agriculture (USDA) (7 CFR §226), and sets forth the terms and conditions applicable to the proposed procurement.**

**BID**

NAME OF COMPANY	FEDERAL ID NUMBER
STREET ADDRESS	TELEPHONE NUMBER ( )
CITY	STATE
ZIP	
TOTAL ESTIMATED AMOUNT OF BID \$	Prompt Payment Discount: ____ % for payment within ____ days.

**By submission of this proposal, the company certifies that, in the event they receive an award under this solicitation, they shall operate in accordance with all applicable current Child and Adult Care Food Program regulations.**

SIGNATURE OF AUTHORIZED REPRESENTATIVE	TITLE	DATE
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**Upon acceptance by the Institution and review by the Department of Health and Human Services, this document shall constitute the covenants, conditions, agreement, and stipulations of the contract between the company making the proposal and the Institution named above.**

**ACCEPTANCE**

CONTRACT NUMBER	INSTITUTION NAME	DATE
SIGNATURE OF INSTITUTION REPRESENTATIVE	TITLE	

Procurement Method: (check one)

\*Competitive Negotiation ( )    Competitive Sealed Bids ( )    \*Noncompetitive Negotiation ( )

**\*Requires prior approval of State Agency**

**FOR DHHS USE ONLY**

This Contract reviewed for compliance with 7 CFR §226 by:

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_

**CERTIFICATE OF INDEPENDENT  
PRICE DETERMINATION**

**By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:**

- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices 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.

**Each person signing this bid certifies that:**

- (a) S/he is the person in the bidder's organization responsible for the decision as to the prices being offered herein or that s/he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to (1) through (3) above,
- (b) and s/he has not participated, and will not participate, in any action contrary to (1) through (3) above,

**and as their agent does hereby so certify:**

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE	TITLE	DATE
Name of Company		

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

SIGNATURE OF AUTHORIZED INSTITUTION REPRESENTATIVE	TITLE	DATE
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**ACCEPTING A BID DOES NOT CONSTITUTE ACCEPTANCE OF THE CONTRACT**

Note: Authorized Representatives of both the Institution and bidder must execute this or a similar Certificate of Independent Price Determination.

## **INSTRUCTION TO BIDDERS**

### **1. Definitions - As used herein:**

- (a) The term "bid" means an offer to perform the work described in the Invitation to Bid (ITB) at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- (b) The term "bidder" means a food service management/vending company submitting a bid in response to this ITB.
- (c) The term "Contractor" means the food service management/vending company to whom the bid is awarded and with whom the contractual agreement is executed.
- (d) The term "DHHS" means the Department of Health and Human Services, Division of Public Health.
- (e) The term "Food Service Management Company" means an organization, other than a public or private nonprofit school whose primary service is providing meals, with which an Institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the Program.
- (f) The term "Invitation to Bid", hereafter referred to as ITB, means the document soliciting bids through the competitive method of procurement. In the case of this Program, the ITB becomes a part of the contract upon acceptance by the Institution, review by DHHS/CAFP and execution of the contractual agreement.
- (g) The term "Institution" means the Child and Adult Care Food Program sponsor or facility issuing this ITB.
- (h) The term "Program" means the Child and Adult Care Food Program as set forth in Title 7 CFR §226.
- (i) The term "unitized meal" means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal pattern 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 CACFP Program regulations, 7 CFR §226.

### **2. Submission of Bids**

- (a) Bidders are expected to carefully examine the specifications, schedules, attachments, terms, and conditions of this ITB. Failure to do so shall be at the bidder's risk.
- (b) Bids shall be executed and submitted in triplicate with one copy being marked "original". If accepted, this ITB will become a part of the contract and one copy of the accepted bid/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 "original" copy of the bid and other copies submitted by the bidder. No changes in the specifications or general conditions as presented by the Institution herein 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**

- (a) Question and Answer  
Bidders may submit questions on the specifications of this ITB to the Institution by \_\_\_\_/\_\_\_\_/\_\_\_\_. A written response will be sent to all potential bidders as an amendment to the ITB by \_\_\_\_/\_\_\_\_/\_\_\_\_;
- or**
- (b) Bidder's Meeting  
Bidders may attend a Bidder's Meeting on the specifications of this ITB by \_\_\_\_/\_\_\_\_/\_\_\_\_ to ask questions about the ITB. A written response to the questions will be sent to all potential bidders by \_\_\_\_/\_\_\_\_/\_\_\_\_.

#### 4. Acknowledgement of Amendments to ITB's

Receipt of an amendment to an ITB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgement 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. \*

#### 6. Bidders Having Interest in More Than One Bid

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

#### 7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the ITB of the Institution no later than the exact time and date indicated on the face of this ITB. Bids received prior to the time of opening will be securely kept, unopened. All bids must be received by the Institution no later than date and time specified on page 1 of this ITB.

**Unsigned proposals will not be considered.**

#### 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 s/he cannot secure relief on the plea of error.

#### 9. Award of Contract

(a) The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the Institution, price and other factors considered. Consideration shall be given to such matters as Contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

(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.

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- Payment discounts, such as early payment discounts, may only be used to determine the low bid when prior experience of the Institution indicates that such discounts are generally taken.



# UNIT PRICE SCHEDULE AND INSTRUCTIONS

## 1. Unit Price Schedule

Bidders must submit prices on the following meal types meeting the contract specifications set forth in the attached.

A.	B.	C.	D	E.
Meal Type <sup>1</sup>	Estimated Servings Per Day <sup>2</sup>	Estimated Number of Serving Days <sup>3</sup>	Unit Price <sup>4</sup>	Total Price <sup>5</sup>
Breakfast				
AM Snack				
Lunch				
PM Snack				
Supper				
Evening Snack				

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 Bidder and such contract shall bind the Bidder/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 based on the lowest aggregate cost to the Institution. Evaluation of prices will be based on the estimated requirements set forth herein.

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

Instructions for completion of Unit Price Schedule – (See example on below)

- (1) The Institution shall indicate which meal types the Contractor will be providing during the contract period (strike-out extraneous meal types in Column A).
- (2) The Institution shall fill in the estimated number of meals (in Column B) that will be served each day by meal type during the contract period.
- (3) The Institution shall fill in the number of an anticipated operating days that meals will be served (in Column C) during the contact period.
- (4) The Bidder shall insert the appropriate unit price (in Column D) for each meal type indicated by the Institution.
- (5) The Bidder shall calculate total price (Column E) by multiplying B x C x D.

## 2. Example

A.	B.	C.	D.	E.
Meal Type <sup>1</sup>	Estimated Servings Per Day <sup>2</sup>	Estimated Number of Serving Days <sup>3</sup>	Unit Price <sup>4</sup>	Total Price <sup>5</sup>
Breakfast	20	180	.73	\$2628.00
AM Snack				
Lunch	50	180	1.58	\$14,220.00
PM Snack				
Supper				
Evening Snack				

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Instructions for completion of Unit Price Schedule:

- (1) The Institution shall indicate which meal types the Contractor will be providing during the contract period (strike-out extraneous meal types in Column A).
- (2) The Institution shall fill in the estimated number of meals (in Column B) that will be served each day by meal type during the contract period.
- (3) The Institution shall fill in the number of anticipated operating days that meals will be served (in Column C) during the contact period.
- (4) The Bidder shall insert the appropriate unit price (in Column D) for each meal type indicated by the Institution.
- (5) The Bidder shall calculate total price (Column E) by multiplying B x C x D.

## CONTRACT PROVISIONS AND SPECIFICATIONS

### 1. Requirements Contract

- (a) This is requirements contract for the services specified in the sections and schedules and for the period set forth herein. 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 the sections and schedules do not result in orders in the amounts or quantities described as "estimated" in the sections and schedules, 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 in excess of the limit on total orders under this contract, if any.
- (c) The Institution may issue orders that provide for delivery or for 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 the sections and schedules will be dependent upon the needs and requirements of the Institution.
- (e) If changes are needed in the provisions of this contract, due to regulatory or guidance changes prescribed by USDA or DHHS, during the duration of this contract; such event shall be considered a basis for renegotiation, with prior approval and agreement from DHHS, of the terms and conditions of the contract between the Institution and the Contractor. Authority for such renegotiation must be requested from DHHS, in writing, by the Institution prior to the commencement of any such renegotiation.

### 2. Pricing

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

### 3. Evaluation of Bidders

- (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) Previous experience of the bidder in performing services similar in nature and scope.
- (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. Unit Prices

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 in the Unit Price Schedule 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 which are required to be paid under future laws must be paid by the bidder at no additional charge to the Institution. The unit price for each meal is in effect for the duration of this Contract. If the Federal reimbursement rate for meals increases, the Contractor may petition for an increase in the per meal charge annually at the time of Contract renewal. The amount of increase granted shall not exceed the index to which the reimbursement rates are tied, such as the Food Away from Home series of the Consumer Price Index (CPI). Any change in total unit cost that occurs shall be negotiated and noted by in the contract renewal.



## 5. Meal Orders

The Institution will order meals on \_\_\_\_\_ the week proceeding the week of service.  
(Days)

Orders will be placed for 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 \_\_\_\_\_ notice (or less if mutually agreed upon  
(DAILY, WEEKLY, HOURLY)  
between the parties to this contract).

## 6. Menu-Cycle Change Procedures

Meals shall be provided on a daily basis in accordance with the menu cycle provided.

All meals served under this Contract shall meet the [USDA meal pattern requirements](#) of 7 Code of Federal Regulations (CFR) §226.20. Deviation from the meal pattern shall be permitted only upon authorization of the Institution or facility, to accommodate participants with medical conditions. Unit price must include food, milk (if applicable), packaging, taxes, transportation, and all related costs.

Menu changes may be made only when agreed upon by both parties. When an emergency exists, which might prevent the Contractor from delivering a specified meal component, s/he shall notify the Institution immediately so substitutions can be agreed upon. The Institution reserves the right to suggest menu changes within the FMSC's food cost periodically throughout the contract period.

## 7. Noncompliance

The Institution reserves the right to inspect and determine the quality of food provided and to 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 provided within the specified delivery time, and meals rejected because they do not comply with the specifications. The Institution reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The Institution or agency inspecting shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.

See Food Service Contract for Scope of Service and Agreement