

School and Community Nutrition Programs
Indiana Government Center North, 9th Floor
100 N Senate Avenue, Indianapolis, IN 46204
www.doe.in.gov/food

Vended Meals Invitation for Bid (IFB)

**Community Action Program of Evansville
CACFP Agreement 1820162**

October 1, 2023 to September 30, 2024

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

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

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

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

This institution is an equal opportunity provider.

Solicitation to supply CACFP SPONSOR with vended meals

This solicitation for vended meals is issued with the intent of entering into a contract to purchase vended meals in accordance with applicable state and federal laws governing federally funded Child Nutrition Programs for *CAPE HS/EHS Program*, herein after referred to as the "CAPE". Meal vendors are invited to submit a vended meals bid in response to this solicitation to furnish vended meals to the CAPE, for the 2023-2024 school year. Meal vendors who respond to this solicitation are hereafter referred to as "Vendors".

If your company is interested in competing for the awarded contract, please respond to this solicitation for bids as directed in this document. Bids must be submitted with the following information clearly marked on the envelope or email response: "**Vended Meals**" followed by your company's name

Mailed or hand delivered to: Community Action Program of Evansville & Vanderburgh County, Inc.
401 SE 6 Street, Suite 001, Evansville, IN 47713

Emailed to: efleming@capeevansville.org

Accepted until *September 25th* at 4:00 **PM** CST.

TERMS, SPECIFICATIONS, CONDITIONS, AND REQUIREMENTS

- 1) Awarded Contract:** The Vendors who is selected for the awarded contract will be referred to herein as the "Contractor". The Contractor will be required to sign the "Awarded Contract". Contractor shall complete, sign, and date the Awarded Contract including all applicable attachments.

The CAPE reserves the right to terminate the Awarded Contract and re-award the contract to the next most competitive Vendors in the event the Contractor, to whom the contract is awarded, should fail to supply CAPE with goods and services described herein, not honor bid pricing, or is unable to comply with the terms and conditions described herein.

Furthermore, in the event that a Contractor to whom an item or items listed in this solicitation has been awarded should fail to supply CAPE requirements promptly and according to the specifications and prices listed herein, CAPE reserves the right to cancel the Awarded Contract and purchase elsewhere.

- 2) Awarded Contract Period:** The Awarded Contract issued as a result of this solicitation for bids shall run from *October 2023* through *September 2024*. The vended meal prices submitted shall remain firm and continue in force during the entire contract period. The Awarded Contract may be renewed for up to four (4) additional one-year periods by mutual agreement between CAPE and Contractor.

3) CAPE currently operates the Child and Adult Care Food Program (CACFP).

Child and Adult Care Food Program (CACFP) Summer Food Service Program (SFSP)
(complete Attachment D)

Other Federal Child Nutrition Program(s) if applicable, please list below:

Proposals must be inclusive of all of the CACFP SPONSOR's current programs. However, the CACFP SPONSOR reserves the right to expand the Federal nutrition program to provide program benefits to participants that can be served through these programs if both parties are in agreement and the expansion does not constitute a material change. Prior approval is required from the State Agency.

Services and products rendered as a result of the Awarded Contract must comply with the rules, regulations, policies, and instructions of IDOE and USDA, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250, and 2 CFR Part 200; and, if applicable, Title 7 CFR § 225 (SFSP) and 7 CFR Part 226 (CACFP), as applicable, and any additions or amendments thereto.

- 7 CFR 226.6(i)(1): "The institution shall provide the food service management company with a list of the State agency approved child care centers, day care homes, adult day care centers, and outside-school-hours care centers to be furnished meals by the food service management company, and the number of meals, by type, to be delivered to each location;"
- 7 CFR 226.6(i)(2): "The food service management company shall maintain such records (supported by invoices, receipts or other evidence) as the institution will need to meet its responsibilities under this part, and shall promptly submit invoices and delivery reports to the institution no less frequently than monthly;"
- 7 CFR 226.6(i)(3): "The food service management company shall have Federal, State or local health certification for the plant in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times. In addition, the State agency may require the food service management company to 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 prepared. These bacteria 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 prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the institution and to the State agency;"
- 7 CFR 226.6(i)(4): "The meals served under the contract shall conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the institution and food service management company;"
- 7 CFR 226.6(i)(5): "The books and records of the food service management company pertaining to the institution's food service operation shall be available for inspection and audit by representatives of the State agency, of the Department, and of the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved;"
- 7 CFR 226.6(i)(6): "The food service management company shall operate in accordance with current Program regulations;"
- 7 CFR 226.6(i)(7): "The food service management company shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract;"

- 7 CFR 226.6(i)(8): “Meals shall be delivered in accordance with a delivery schedule prescribed in the contract;”
- 7 CFR 226.6 (i)(9): “Increases and decreases in the number of meal orders may be made by the institution, as needed, within a prior notice period mutually agreed upon in the contract;”
- 7 CFR 226.6(i)(10): “All meals served under the Program shall meet the requirements of 226.20;”
- 7 CFR 226.6(i)(11): “All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State agency determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the State agency may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the State agency has evidence which indicates that this requirement is necessary to ensure compliance with 226.20.”

4) Taste Testing:

Vendors shall provide a narrative as part of their bid describing how they conduct taste testing of new menu items. Bids or quotes missing the narrative will be considered non-responsive and not eligible for the Awarded Contract. Contractor shall provide upon request by the CAPE taste testing results of new menu items. Taste testing results indicated unsatisfactory acceptance of meals by students will not be considered for purchasing. Taste testing data shall be broken out by age groups and regions where testing occurred.

The CAPE will not require a taste testing option prior to receiving bids/quotes.

- 5) **Pricing:** Pricing will be fixed price. All meal prices will be net, Free on Board (F.O.B.) to CAPE. CAPE will consider individual product price changes as part of a renewal to the Awarded Contract. See Attachment B: “*Vended Meals Contract Template*” for contract terms regarding contract renewal options.
- 6) **Taxes:** Price quoted shall not include state or federal taxes from which CAPE is exempt. The necessary exemption certificate will be furnished upon request by the Contractor.
- 7) **Invoices:** Invoices must clearly identify each CAPE site and show a total amount due for each CAPE site. Invoices will be paid 30 days of receipt of invoice. .
- 8) **Payments:** Payment of account will be made within **20** days from receipt of invoice. All invoices are to be sent to the following address:
- Community Action Program of Evansville & Vanderburgh County, Inc.
401 SE 6 Street, Suite 001, Evansville, IN 47713
- See “Attachment A: Sample of a Daily Invoice” for examples of acceptable invoice formats.
- 9) **Credits:** Credits will be given by the Contractor for any product shortage, defective packages, or unsatisfactory products as deemed by the CAPE.
- 10) **Insurance:** The Contractor shall maintain in force all insurance coverage required by federal, state, or local licensing authority.

GENERAL REQUIREMENTS AND SPECIFICATIONS FOR VENDED MEALS

- 1) **Vended Meal Orders:** CAPE 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 location and each type of meal.

CAPE reserves the right to increase or decrease the daily number of meals ordered with at least **two**-hour notice or less if mutually agreed upon between the parties to the Awarded Contract.

- 2) **Menu Cycle Change Procedure:** Meals will be delivered on a daily basis in accordance with the menu cycle developed by the CAPE. Deviation from the delivery cycle shall be permitted only upon authorization of the CAPE. Menu changes may be made when mutually agreed upon by both parties. When an emergency situation exists which might prevent the Contractor from delivering a specified meal component, the contractor shall notify CAPE immediately so substitutions can be agreed upon. CAPE reserves the right to suggest menu changes within the Contractor's suggested food cost periodically throughout the contract period.

The bid must be based on:

- [This sample menu](#) and the CACFP minimum serving sizes required by the CACFP meal pattern.



CAPE Menu
Sample.docx

- The menu attached by Cape.

- 3) **Sanitation:** All meals and meal-related items must be prepared and stored in accordance with all applicable health and sanitation regulations.
- 4) **Required Records:** As required by federal guidelines, Vendor must keep records for the meals purchased by CACFP SPONSOR. These records must demonstrate how the meals contribute to the required food components, food items, and menu items for each day of operation. The vendor will need to maintain the following records and have such records available when requested by CACFP SPONSOR, federal, or state agency:
- Temperature logs will be available for review, at any time during the contract period.
 - Dated menus with serving sizes per age group will be available for review, at any time during the contract period.
 - Child Nutrition Labels, Product Formulation Statements, standardized recipes for foods prepared, documentation that yogurt and cereal meet sugar requirements, and documentation of whole grain or whole grain rich foods will be available for review, at any time during the contract period.
 - Substitutions made for participants with special dietary needs will be available for review, at any time during the contract period.
- 5) **Substitutes:** Meals shall be ordered by the Disabilities and Nutrition Coordinator. Items not on the quotation listing shall not be delivered without prior approval from the CAPE's Kitchen Manager or Nutrition Program Director. If a substitute is necessary, delivery of an equal or superior product at an equal or lower price is permitted with prior approval.
- 6) **Term and Termination:** CAPE or the Contractor may terminate the contract for cause by giving 60 days written notice. Neither the Contractor nor CAPE shall be responsible for any losses resulting should the fulfillment of the terms of the contract be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the Contractor or CAPE, respectively, and which by the exercise of due diligence they were unable to prevent.

7) Noncompliance: CAPE 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 Awarded Contract. The Contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. CAPE reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The Contractor will be responsible for any excess cost but will receive no adjustment in the event the meals are procured at a lesser cost. CAPE or agency inspecting shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.

8) Specifications

A. Packaging

- I. All meals shall be encased in sanitary wrappers or containers, which shall be sufficiently strong and tight to exclude dirt and moisture. The packaging in which vended meals is furnished shall be as follows:
 - Standard commercial packages (when applicable)
 - Securely sealed to ensure freshness of the product and protect contents from contamination
 - Packages which are dirty, torn, open, mashed, and/or damaged in any way will be returned to contractor.
- II. Hot Meal Unit - Package 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 degrees F (204 degrees C) or higher.
- III. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and nontoxic.
- IV. Cartons - Each carton to be labeled. Label to include:
 - Processor's name and address (plant)
 - Item identity and meal type
 - Date of production
 - Quantity of individual units per carton

B. Food Preparation: Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery unless agreed to by both parties.

C. Product Freshness: It is the responsibility of the Contractor to assure product freshness at all times. Previously frozen items are not acceptable without prior consent of CAPE's Nutrition Program Director.

D. USDA Foods: CAPE will require Contractor to accept and utilize USDA Foods. All USDA Foods offered to CAPE and made available to the Contractor are acceptable and should be utilized in as large a quantity as may be efficient shall be utilized for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.

E. Components of Vended Meals: Menus must meet the meal pattern requirements regarding the food components and minimum portions specified by the USDA at 7 CFR §226.20. Follow the links below for copies of the applicable meal patterns for the CACFP:

Infant Meal Pattern: https://www.fns.usda.gov/sites/default/files/cacfp/CACFP_infantmealpattern.pdf

Child Meal Pattern: https://www.fns.usda.gov/sites/default/files/cacfp/CACFP_childmealpattern.pdf

F. Delivery is Not Required: Cape will pick up all meals from the Vendor.

- G. CN Labels:** Commercially prepared food products that contribute significantly to the meat/meat alternate component of the meal pattern must have CN Labels. Follow the link below for mor information on CN Labels:

[eCFR :: Appendix C to Part 226, Title 7 -- Child Nutrition \(CN\) Labeling Program](#)

The Contractor shall notify CAPE of any and all items not compliant with this federal regulation.

9) Monitoring

- A. The CACFP SPONSOR shall monitor the food service operation at each facility three times each year (unless otherwise required by USDA policy) to ensure that the food service is in conformance with USDA program regulations per 7 CFR §226.20 At least one review must be made during each new facility's first four weeks of Program operations and not more than six months may elapse between reviews. All reviews will be unannounced, will include the observation of meal service(s), and will include an onsite review of records and the counting and claiming system.
- B. The Direct of Health and Nutrition and the Monitoring Analysis Compliance Coordinator are responsible for ensuring all on-site reviews are completed.
- C. The records necessary for the CACFP SPONSOR to complete the required monitoring activities must be maintained on-site by the Vendor under this contract, and must be made available to the CACFP Sponsor, USDA, IDOE, or other appointed unit, upon request for the purpose of auditing, examination, and review.

- 10) Food Laws:** Contractor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan (*see below, sub-section 12 of this section*). CAPE may inspect Contractor's facilities and vehicles.

Meals must be held at the proper temperatures and humidity as recommended by current Indiana Food Code, so as to maintain meals at optimum levels of quality and condition. Contractor shall be liable for the safety and appearance of products and packaging materials. Any meals received which are not compliant with applicable food law, or HACCP, will be returned for full credit.

- CAPE reserves the right to request dock inspection reports/documentation and conduct on-site inspections of Contractor's facilities, delivery vehicles, and records, at any time during the contract period.
- The delivery vehicles must be clean, be free of insects and rodents, and be adequate for storing and delivering of meals (dry, chilled, and frozen).

Upon request from CAPE, Contractor shall provide:

- their current HACCP plan.
- latest facility inspection forms and comments from applicable federal, state, and local agencies; or
- procedures for food safety and sanitation, including procedures used for product holds or recalls.

11)Vendors Contact Information

Name of company submitting this bid: _____
 Printed name of person signing this form: _____
 Telephone #: _____
 Mailing address: _____
 E-mail address: _____ (*Bid notices are furnished via e-mail*)
 Date: _____

Bids must contain the signature of a duly authorized officer of the organization.

12)Vendors Agrees to: furnish to CAPE, vended meals products as requested in this solicitation document and certifies:

- no person acting or employed by CAPE is directly involved in preparation of the bid or in any portion of the profits which may be derived there from; and
- as required by the regulations implementing Executive Order 12549, Debarment and Suspension, the Vendors, by submission of this bid, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal department or agency.

13)Bid Form: The undersigned hereby offers to furnish the following items as specified herein. These columns must be completed.

Item #	Name	Unit	Estimated Annual Quantity	Vendors Unit Price	*Vendors Extended Cost
1	<i>Breakfast</i>	<i>meal</i>	<i>69000</i>		
2	<i>Lunch</i>	<i>meal</i>	<i>69000</i>		
3	<i>Snack</i>	<i>meal</i>	<i>107000</i>		
4	<i>Milk</i>	<i>carton</i>	<i>220000</i>		
<i>*Vendors Extended Cost = (Estimated Annual Quantity) X (Vendors Unit Price)</i>					
Total Extended Cost:					

Cape Site List: Attachment B

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company’s bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Vendors and CAPE.

 SIGNATURE (of authorized representative):
 PRINT NAME: _____
 TITLE: _____

 Date:

VENDORS SHOULD RETAIN A COPY OF YOUR BID INCLUDING BID INSTRUCTIONS, CONDITIONS AND SPECIFICATIONS FOR FUTURE REFERENCE.

Menus and Resources

- Meal Pattern/Menu Resources: <https://theicn.org/cacfp>
- Crediting Handbook: www.fns.usda.gov/tn/crediting-handbook-child-and-adult-care-food-program
- Food Buying Guide: <https://foodbuyingguide.fns.usda.gov/>
- Grain-Based Desserts: <https://drive.google.com/open?id=1BJVaqFJJbkoQwbsZX3Cpy-L4clJsg3Sr>
- Sample Menu: <https://drive.google.com/open?id=16-y0cLG1AvVtmvNn8-T1h4Oo1Qjs4hOf>
 - Facility menus must include a date, components, serving sizes by age, substitutions, milk type (fat % and flavoring) information for each age, and whole grain identification.
- Infant Meal Pattern: https://www.fns.usda.gov/sites/default/files/cacfp/CACFP_infantmealpattern.pdf
- Child Meal Pattern: https://www.fns.usda.gov/sites/default/files/cacfp/CACFP_childmealpattern.pdf

13)Certifications

- a. The VENDED MEALS VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the VENDED MEALS VENDOR shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.
- b. The VENDED MEALS VENDOR shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
- c. The VENDED MEALS VENDOR shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; the FNS Instruction 113-1, Civil Rights Compliance and Enforcement in Nutrition Programs and Activities, dated November 8, 2005.
- d. The VENDED MEALS VENDOR shall sign the Certification of Independent Price Determination, Appendix E, which shall be attached as an addendum to the VENDED MEALS VENDOR’s proposal and will be made a part of the contract if awarded.
- e. The VENDED MEALS VENDOR shall sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Appendix F, which shall be attached as an addendum to the VENDED MEALS VENDOR’s proposal and will be made a part of the contract if awarded (2 CFR 200.213 and 2 CFR Part 417). This certification assures the CACFP SPONSOR that the VENDED MEALS VENDOR has not been debarred from entering into contracts with the Federal Government or any other entity receiving Federal funds, or suspended from entering contracts during a time when the vendor is being investigated for a legal action is being taken to debar the vendor from contracting activities.
- f. The VENDED MEALS VENDOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Air Act (33 U.S.C. 1368), Appendix G, which was attached as an addendum to the VENDED MEALS VENDOR’s proposal and will be made a part of the contract if awarded.
- g. The VENDED MEALS VENDOR shall sign the Lobbying Certification, Appendix H, which was attached as an addendum to the VENDED MEALS VENDOR’s proposal and will be made a part of the contract if awarded. If applicable, the VENDED MEALS VENDOR has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Appendix H.

h. E-Verify Requirement –

- i. The VENDED MEALS VENDOR warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- ii. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the VENDED MEALS VENDOR may be subject to penalties up to and including termination of the Contract.
- iii. Failure to comply with a CACFP SPONSOR audit process to randomly verify the employment records of the VENDED MEALS VENDOR and subcontractors shall be deemed a material breach of the contract and the VENDED MEALS VENDOR may be subject to penalties up to and including termination of the contract.
- iv. The CACFP SPONSOR retains the legal right to inspect the papers of any employee who works on the contract to ensure that the VENDED MEALS VENDOR or subcontractor is complying with A.R.S. §41-4401(A)(1).

14) Food Safety (226.6(i)(3))

The food service management company shall have Federal, State or local health certification for the plant in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times. In addition, the State agency may require the food service management company to 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 prepared. These bacteria 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 prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the institution and to the State agency.

Attachment A:

Independent Price Determination Certificate

Both CAPE and Vended Meals Contractor (offeror) shall execute this Certificate of Independent Price Determination.

Name of Vended Meals Contractor

Name of School Food Authority

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer 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 offeror or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Vended Meals Contractor certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or 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 or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Vended Meals Contractor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Vended Meals' Contractor Authorized Representative Title

Date

In accepting this offer, CAPE certifies that no representative of CAPE has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of CAPE Authorized Representative

Title

Date

NOTE: ACCEPTING A VENDORS'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Appendix B

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.213 and 2 CFR Part 417. Copies of the regulations may be obtained by contacting the Indiana Department of Education.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that 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) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Names(s) and Title(s) of Authorized Representative(s) of the Vendor/Vended Meals Contractor

Signature(s)

Date

Appendix B (cont)

Instructions for Certification

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

Appendix C

Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Vended Meals Contractor (offeror) shall execute this Certificate.

Name of Vended Meals Contractor

CAPE Authority

THE VENDED MEALS CONTRACTOR AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 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 thereunder before the award of this contract.

B. That no portion of the work required by this prime 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.

C. 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.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. 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 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air 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 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

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

Signature of Vended Meals Contractors' Authorized Representative

Title

Date

Signature CAPE's Authorized Representative

Title

Date

Appendix D

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization (Vended Meals Contractor)

Name/Title of Submitting Official

Signature

Date

Appendix D (cont)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

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 Sub awardee, 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: \$ _____	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	10. b. Individuals Performing Services (including address if different from No. 10.a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: _____	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
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.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: _____
Page _____ of _____

Appendix D (cont)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 of SF-LLL-A 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 follow-up 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 sub awardee, e.g., the first sub awardee 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 "Sub awardee", 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.
11. (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).
12. 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 that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
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 a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
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 (0348-00046), Washington, DC 20503.

Attachment B

CACFP SPONSOR Site/Building List
General Data and Services to be Provided

Site Name	Address	Age Range	Projected Enrollment (# of students)	# of Serving Periods (Lunch)	Meal Service Times (complete for the applicable meals)				# of Serving Days (per year)
					Breakfast	Lunch	Snacks	Suppers	
Caldwell	626 Cross St, Evansville, IN 47713	3-5 yr	17	2	2142	2142		N/A	126
Cape Place	301 Lincoln Ave, Evansville, IN 47713	3-5 yr	16	4	3600	3600	7200	N/A	225
Child's Paradise	253 Lincoln Ave, Evansville, IN 47713	0-3 yr	8	4	1800	1800	3600	N/A	225
Enterprise Zone	1000 E Virginia St, Evansville, IN 47710	0-3, 3-5 yr	16	4	3600	3600	7200	N/A	225
Ivy Tech	651 Fairway, Evansville, IN 47710	0-3, 3-5 yr	16	4	3600	3600	7200	N/A	225
Salem	6311 Kratzville Rd, Evansville, IN 47710	3-5 yr	17	2	2142	2142		N/A	126
PC Mt Vernon	1113 Main St, Mt Vernon, IN 47620	3-5 yr	16	4	3600	3600	7200	N/A	225
PC Trinity	505 Mulberry St, Mt Vernon, IN 47620	3-5 yr	15	2	1890	1890		N/A	126
TOTAL OF ALL SITES					22374	22374	32400		