



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: October 3, 2014

INVITATION TO BID #160-2014 Catering Services for Family Care Center

Bid Opening Date: October 17, 2014

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A
Address: N/A

Pre Bid Time: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **10/17/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: DELIVERY ADDRESS, Lexington, KY 405XX

Bid Security Required: ___Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: ___Yes No

<p>Check One: ___ Bid Specifications Met ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>		<p>Proposed Delivery: ___ days after acceptance of bid.</p>
<p>Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ___ Yes ___ No</p>		

Submitted by: Chef Doug's Gourmet Foods
Firm Name

19 Waincott H Ave Waincott
Address

Winchester Ky 40391
City, State & Zip

Bid must be signed:
(original signature) *[Signature]*
Signature of Authorized Company Representative - Title

Douglas A. Johannes Jr
Representative's Name (Typed or printed)

859 644 585 1464
Area Code - Phone - Extension Fax #

djohannes69@gmail.com
E-Mail Address

Lexington-Fayette Urban County Government
Division of Social Services
Bid #160-2014 Catering Services for the Family Care Center

Notes to Bidders:

- o Caterer's bid shall include the cost of an adequate number of servers to appropriately manage the distribution of the breakfast and lunch meals, unitized or non-unitized. The afternoon snack will be distributed by the Family Care Center staff.
- o The terms of this agreement shall be for **an initial nine (9) month term** from January 1, 2015 through September 30, 2015. This agreement may be extended for **two (2) additional one (1) year renewals** upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- o Prices shall remain firm for the initial nine (9) month contract period (January 1, 2015 through September 30, 2015). Any price increases would be negotiated with the Department of Social Services in advance of the yearly renewal of the contract.
- o In the case of disabilities or medical conditions, including allergies, in students, the Family Care Center shall have on file the USDA Food Allergy Form submitted by the students' parents. Meals for students with allergies shall be adjusted to meet the allergy needs.
- o Menus need to be sent at least one week prior to start of new month.
- o Food being served to classrooms shall be wrapped prior to leaving the kitchen area.
- o The Contractor shall provide the Institution with milk receipts within 24 hours of delivery.
- o The caterer can use the institution's kitchen facilities to prepare meals and must adhere to Section II, D, "Supervision and Inspection Requirements," and must meet the requirements of the Lexington Health Department.
- o The caterer agrees to background check any employees who enter dining room.
- o Please complete the Second Party information on page 4 and sign as the Second Party on page 19 of the KY CACFP Standard Catering Contract.

10/23/14
100

ATTN: Connie Hayes
859 258-3406
~~859 258-3322~~

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Douglas Johannes, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Douglas A. Johannes Jr. and he/she is the individual submitting the bid or is the authorized representative of Chef Doug's Gourmet Foods the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

STATE OF KY

COUNTY OF Montgomery

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Doug Johannes on this the 17th day of October, 2014.

My Commission expires: 12/26/16

[Signature] #479874
NOTARY-PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette **Urban** County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #160-2014 Catering Services for Family Care Center"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for **11 months** from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **2-1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first **eleven (11)** of the Procurement Contract period (November 1, 2014 through September 30, 2015). After the initial procurement contract period, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per contract period. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

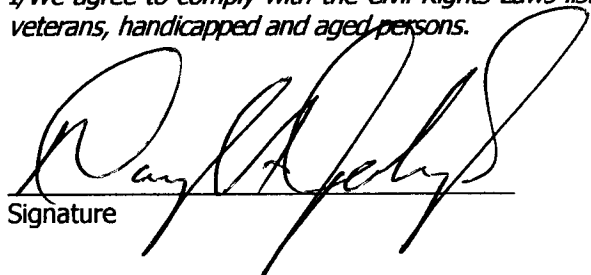
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

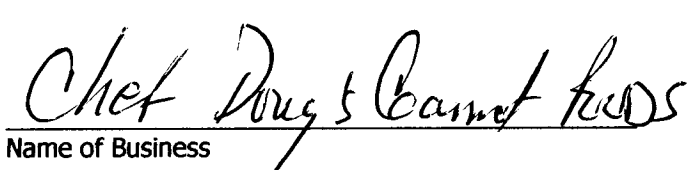
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature




Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

10/16/14
Date

KY CACFP

STANDARD CATERING CONTRACT



Kentucky Child and Adult Care Food Program

Division of School and Community Nutrition
Child and Adult Care Food Program
500 Mero Street
Frankfort, KY 40601

Phone: 502-564-5625
Fax: 502-564-5519

Web site: <http://education.ky.gov/federal/SCN/Pages/Child-and-Adult-Care-Food-Program.aspx>

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KY CACFP STANDARD CATERING CONTRACT

THIS CONTRACT is entered into between Lexington-Fayette Urban County Government/Department of Social Service/Division of Family Services hereinafter referred to (First Party) as the *Institution or Facility* and Chef Doug's Gourmet Foods herein after referred to as the *Caterer*.
(Second Party)

This contract will become effective when an authorized representative of both have signed the contract and will expire on September 30, 2015. Either party may choose to terminate the contract at any time in accordance with the terms specified herein. Delivery of catered meals shall commence after the Institution or Facility has received State Agency approval to participate in the CACFP. The Institution or Facility will notify the Caterer to commence meal delivery.

I. The Parties Agree to the Following General Terms:

A. Scope of work:

The scope of this contract is to provide meals specified by the Institution and deliver the specified meals to the site or sites the Institution identifies in the Delivery Schedule on Attachment 7 to this contract. Meals shall be delivered daily in accordance with all quote specifications and attachments regarding this contract. (See Attachments 1 - 7.)

B. Governing law:

This contract shall be enforceable under the laws of Kentucky and parties shall be required to comply with all applicable federal and state laws, rules and regulations regarding the execution and enforcement of this contract and its use in the CACFP.

C. The Kentucky Department of Education (KDE) and State Agency:

The KDE or State Agency is not a party to this contract nor is it responsible for its execution or the enforcement of any payments or performance. The KDE's and State Agency's sole role is providing a standard contract pursuant to 7 CFR §226 and ensuring compliance with reimbursement and contracting conduct of CACFP Institutions or Facilities. Any representation either implied or stated by any party, or any agent of the Department in this regard to the contrary, shall have no effect and shall not be relied upon regarding this contract.

D. State Agency Approval Required:

The terms and conditions of this contract bear directly on the Institution's or Facility's successful participation in the CACFP. Therefore, the Institution or Facility is not permitted to receive reimbursement for catered meals under this contract if totaling \$50,000 or more until the State Agency has granted final approval of all terms and conditions of this contract consistent with its authority prescribed by 7 CFR §226. Consideration for reimbursement shall commence only after the date the State Agency grants final approval of all terms and conditions of this contract if totaling \$50,000 or more.

E. Contract Price Terms, Payment and Termination for Failure to Make Payment:

1. Prices, Terms and Payment: All prices are fixed for the duration of the contract period.

a. Taxes: Any applicable taxes are in addition to the quotation and are not included therein;

b. **Cash Discounts:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for contract evaluation purposes.

c. **Invoicing and Payment:**

(1) The Caterer shall submit itemized invoices to the Institution weekly or monthly. These invoices shall specify the number of meals provided to the center at each age group, the unit price for each meal, the dates in which the meals were delivered and the total amount of monies due from the institution. The Caterer shall also supply the institution with a weekly or monthly receipt stating the amount paid by the sponsor or Institution, the date in which payment was received and the dates for which the services were paid.

(2) The Institution shall pay the Caterer the unit price specified in the Attachment 7, Price Schedule multiplied by meals provided as specified in the invoice. The Institution shall pay:

(a) According to the time frame as stated on the Caterer's invoice; or

(b) 5 days after receiving CACFP reimbursement, whichever occurs first.

(3) The Caterer may impose suggested late fees of 1% of the total invoice every 30 days that the invoice remains unpaid, but is not required to do so. Any late fees shall not be paid from CACFP funds. See Termination for Breach in Special Conditions for non-payment of services rendered.

(4) The Caterer shall not receive payment for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period. **Any payment denial shall be supported by delivery documentation demonstrating deviation from the requirements of this contract.**

2. The contract price shall include the following items, if applicable, as identified on attachment 5:

a. Price of food, milk, disposable meal service products, packaging;

b. Transportation; and

c. All other related costs (e.g., condiments, utensils, etc.).

3. The contract price does not include nor the contractor is not authorized to charge costs for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period.

4. The Caterer may terminate service under this contract for nonpayment if the Institution has failed to make full payment for any invoice 60 or more days after that invoice is due and owing.

a. The Caterer hereby waives its right for assistance with delinquent accounts through the State Agency.

5. **Non-payment for Spoilage:**

a. No payment shall be required nor made for meals that:

(1) Are spoiled or unwholesome at time of delivery; or

(2) Do not meet detailed specifications for each food component specified; or

(3) Do not otherwise meet the requirements of this contract.

b. All meal specifications under this contract shall include but are not limited to cycle menu, grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.

6. The Caterer may use the following suggested delinquent payment notification procedures in order to preserve its right to demand payment for catering services:

a. For invoices not paid within 30 days after the Institution received the invoice (pursuant to this contract) the Caterer shall send the Institution a notice letter with a copy of the original invoice attached. The Caterer shall also provide a copy to the State Agency.

b. When an invoice previously noticed when delinquent 30 days is still delinquent and not paid in full within 60 days after the Institution received the invoice, the Caterer must provide a second letter to the Institution with a copy of the original invoice attached and provide a copy to the State Agency.

c. The Caterer shall suspend service or terminate its contract with the Institution if the Institution has failed to make full and complete payment for any invoice 60 or more days after that invoice is due and owing. The Caterer's failure to terminate its contract shall not waive the Caterer's right to seek payment under appropriate Kentucky law.

F. Amendments:

No amendments to this contract shall be made prior to awarding of bid or enforced unless and until such amendments are:

1. In writing;
2. Agreed to and signed by each party; and
3. Approved by the State Agency for purposes of reimbursement regardless of the grand total cost of the initial contract.

G. Selection of cycle menu:

The Institution or Facility has selected a State Agency cycle menu included as Attachment 2 to this contract. This cycle menu shall be used to govern the meals prepared and delivered under this contract. The Institution or Facility or the Caterer shall:

1. Not make menu substitutions except under emergency circumstances.
2. Seek approval from the State Agency of any menu changes and/or substitutions.
3. Document the need for the substitution to include what meal (or meal item) could not be provided and what meal (or meal item) was provided in its' place.
4. Inform the Institution and/or Facility(s) of the menu substitution prior to delivery.
5. Acknowledge that any menu substitution is subject to evaluation and meal disallowance at some future date under CACFP requirements and therefore bears the risk if it is found that the meal must be disallowed because such substitution may not qualify the meal for CACFP reimbursement.

H. Special conditions and specifications:

Any special conditions and specifications which vary from the general terms and conditions of this contract must be agreed on by both parties and approved by the State Agency prior to execution and attached to this contract. Any such attachments are adopted as part of this contract and shall have precedence.

I. Emergency Requirement:

1. Generally;

- a. If the Institution or Facility is required to close due to an emergency, the institution or Facility shall be required to pay for all food previously delivered to a center.
- b. CACFP will not reimburse for meals which are not served to enrolled children, regardless of the reason for the failure to serve the meal.
- c. Institutions must notify the Caterer at the earliest time feasible if a center will be closed for any reason.

2. Emergencies affecting a geographical area:

- a. In the event of an emergency affecting an entire geographical area each party shall act in good faith to keep the other party informed of its ability to perform the conditions of the contract.
- b. Caterers must immediately notify all Institutions and facilities served if the emergency requires Caterer closure, alterations of menu or other interruptions or partial interruptions of service.
- c. Any disruption or alteration of service shall be documented and a copy provided to the center and to the State Agency.
- d. Upon issuance of a notice of an emergency situation or pending emergency situation by state or local officials for the state or a geographical region, Institutions shall notify Caterers of their plan for operation during the pending emergency. For instance, if a severe weather warning is issued, the Institution shall notify the Caterer of its contingency plans for the emergency, specifically the factors it will use to determine closure, such as: it will close if school districts close or, government offices close, or local stores close.
- e. If the Institution does not provide reasonable notice of its closure it shall be responsible for payment for meals attempted to be delivered during regularly scheduled times.

J. Cancellation Clause:

1. At Will:

- a. This contract may be canceled by either party with a thirty (30) day written notice;
- b. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. For Breach:

a. The Institution's Rights;

(1) The Institution shall have the right, though is not required, to terminate this contract if the Caterer fails to comply with the contract's requirements.

(2) Upon election of its right to terminate the contract, the Institution or Facility shall notify the Caterer. Such notification must be in writing stating the specific instances of non-compliance with the terms and conditions of the contract. The Institution must await the Caterer's specific corrective action plan for 24 hours after the Caterer receives the Institution's written demand.

(3) If the Caterer fails to implement corrective action within 24 hours of the Institution's notification, the Institution shall have the right, upon written notice, to immediately terminate the contract and the Caterer shall be liable for any damages incurred by the Institution.

(4) The Institution shall by written notice to the Caterer terminate the right of the Caterer to proceed under this contract if the Institution finds that gratuities in the form of entertainment, or gifts, or if any other thing of value was offered or given by the Caterer to any officer or employee of the Institution with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending or the Caterer's conduct under the contract.

b. The Caterer's rights;

(1) The Caterer may terminate this contract if the Institution fails to comply with the requirements of this contract.

(2) Upon election of its right to terminate the contract, the Caterer shall notify the Institution. Such notification must be in writing stating the specific instances of non-compliance with the terms and conditions of the contract. The Caterer must await the Institution's corrective action plan for 24 hours after the Institution receives the Caterer's written demand.

(3) If the Institution fails to implement corrective action within 24 hours of the Caterer's notification, the Caterer shall have the right, upon written notice, to immediately terminate the contract and the Institution shall be liable for any damages incurred by the Caterer.

c. Additional condition for termination for failure to pay for catering services;

(1) These conditions are in addition to all stated terms for termination and apply expressly to the situation in which the Institution fails to pay the Caterer as agreed under this contract.

(2) Caterers shall retain the right under the laws of Kentucky to seek payment for all services delivered under this contract.

(3) The parties agree that the Caterer shall waive its right to seek action through the State Agency under this contract if it continues to provide services beyond the date when the Institution has failed to make full payment for services and is 60 days or more late in paying for services under this contract.

d. Resolution of disputes;

(1) The parties to the contract shall attempt to resolve disputes under this contract through mutual agreed mediation.

(2) Should mediation fail, disputes shall be resolved under the laws of Kentucky.

(3) Regardless of resolution, costs or expenses for which the Institution subsequently accepts or is assigned liability shall not be paid from CACFP reimbursement funds unless those costs or expenses have been previously approved by the State Agency for reimbursement.

3. For lack of availability of Funds: The Institution shall have the option to cancel the contract for lack of funds as described in this section. In the event of cancellation of the contract, the Institution shall be responsible for meals that have been delivered to its Facility. The contract may be cancelled under this provision if:

a. The Institution is not approved by the State Agency to participate in the Child and Adult Care Food Program;

b. The Institution is terminated or suspended by the State Agency from the Child and Adult Care Food Program;

c. The Institution's funding sources including participant payment, charity and similar fund raising activity fail to provide sufficient resource to continue the Institution's operation; or

d. The funds to support the Child and Adult Care Food Program are not available due to federal or state budget constraints.

K. Business and Professional Qualifications:

1. Caterers shall disclose with their contract offer whether any director, employee, consultant or affiliate is also an officer or an employee of the State of Kentucky.

2. All Caterers must disclose the name of any employee who owns, directly or indirectly, an interest of five (5) percent or more of the Caterer's organization or any of its branches or affiliates or parent company.

3. All permits, registrations, licenses and insurance must be in full force at the time the contract is executed and throughout the term of the contract. Failure to maintain any of these required items shall result in immediate termination of the Caterer. The Caterer will not be permitted to supply catered meals for CACFP reimbursement until all required permits, registrations, licensure and insurance are in full force.

L. Independent Capacity of Parties:

In the performance of this contract, it is agreed between the parties that each party:

1. Is an independent party to this contract;

2. Is solely liable for the performance of all tasks contemplated by this contract;

3. Its officers, agents, employees or assignees in performance of this contract, shall act in an independent capacity and not as an officer, employee, or agent of the State Agency; and

4. Shall not represent to others that it has the authority to bind the State Agency in any way or fashion.

M. Conflict of Interest:

Each party shall be responsible for ensuring that no conflict of interest exists in the execution and administration of this contract.

1. The Institution shall maintain a written code of standards of conduct which shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by CACFP payments. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by the CACFP if a conflict of interest, real or apparent, would occur.
2. Any Institution and its responsible principals and responsible individuals shall be subject to termination and disqualification from the CACFP if a conflict of interest exists in the Institution's procurement or execution of a catering contract.
3. The Caterer is prohibited from having a financial or other interest in the Institution served under this contract.
4. The Institution is prohibited from having a financial or other interest in the Caterer serving the Institution or its sponsored centers.
5. The parties are required to complete Attachments 8 and 9 (Conflict of Interest Questionnaires) as part of the execution of this contract. These records shall be maintained in the Institution's contract file and shall be subject to review during CACFP site visits for the purpose of confirming that a conflict of interest has not been recorded or allowed to exist.
6. Any contract found with an existence of a conflict shall be void from its inception and the contract shall be re-negotiated. Meals provided under such voided contract may be disallowed and repayment to the State Agency demanded.

N. Void if Disqualified:

This contract shall become null and void as of the date of the event listed under the following circumstances:

1. If the Caterer fails to:
 - a. Meet the requirements of the contract;
 - b. Comply with the requirements for entering into the contract;
 - c. Remain in good standing on the registered Caterer list with the State Agency; or
 - d. Meet the standards set forth in its applicable licensure requirements, regardless of whether such violations of its licensure laws and rules result in discipline by the applicable regulatory authority.
2. Institution or Facility be disqualified from participation in the CACFP; or
3. Caterer is suspended, disbarred or otherwise prohibited from accepting government contracts or government funding pursuant to 7 CFR §3017.

O. Enforceability:

This contract shall have no force or effect unless the:

1. Caterer is registered with the State Agency before the date of contract execution and the Caterer maintains that registration in good standing throughout the term of the contract.
2. Institution or Facility is approved to participate in the CACFP.

P. Default:

Failure to perform according to the terms of this contract shall be cause to find the defaulting party in breach with the following consequences:

1. If a Caterer is found in default of this contract such finding may result in:
 - a. The Caterer being required to pay all re-procurement costs;
 - b. The Caterer's name being removed from the State Agency's Registered Caterer List; and
 - c. Prohibiting all Institutions or Facilities participating in the CACFP from receiving further reimbursement for any meals delivered under a contract with the unregistered Caterer.
2. If an Institution is found in default of this contract such finding may result in:
 - a. The issuance of a Notice of Serious Deficiency to the Institution requiring timely corrective action; or
 - b. The State Agency denying reimbursement for catered meals for that Institution; or
 - c. The Institution's disqualification from the CACFP for a period of at least seven years and entry on the National Disqualified List.

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

Parties to this contract shall comply with 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.

R. Buy American Requirement:

1. Parties to this contract shall comply with Public Law 100-237 whenever possible and purchase only food products that are produced in the United States.
2. The parties are permitted exceptions to the "Buy American" requirement under the following conditions:
 - a. The recipients or intended consumers of catered meals have demonstrated a unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States;
 - b. Products required for the preparation of catered meals are not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality; or
 - c. The cost of the domestically produced food product that would be used in a catered meal is significantly higher than that of the foreign product.

S. Minority Participation:

Institutions shall take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible. Affirmative steps shall include the following:

1. Including qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
2. Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small business, minority-owned business and women's business participation;
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
5. Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development State Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

T. Equal Employment Opportunity:

Parties to this contract shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

U. Execution of Contract:

The contract shall be typed or printed in ink. Erasable ink shall not be used in preparation of any agreed terms. All corrections made to this contract shall be initialed.

V. Cost of Contract Preparation:

The Caterer, by its affirmative act of providing a quotation or bid for this contract, acknowledges that the Caterer is solely responsible for any costs the Caterer incurred in responding to this contract.

W. Certificate of Independent Price Determination:

Attachment 12, Certificate of Independent Price Determination must be completed by the Caterer and Institution (or Facility) when utilizing formal competitive bid procedures and included with this contract.

X. Clean Air and Federal Water Pollution Control Act:

Contracts in excess of \$100,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Department of Health and the Regional Office of the

Environmental Protection State Agency (EPA). Failure to comply constitutes an inability to fulfill the terms of the contract.

Y. Byrd Anti-Lobbying Amendment:

Contracts of \$100,000 or more must include certification from the Caterer that they will not and have not used CACFP (Federal appropriated) funds to pay any person or organization for influencing or attempting to influence an officer or employee of any State Agency, a member of Congress, officer or employee of Congress, or an employee of a member of congress in connection with this contract pursuant to Title 31 United States Code §1352.

II. The Caterer Agrees to:

A. Regulatory Compliance:

The Caterer agrees that this contract shall be governed by, and construed to be consistent with, all federal and state regulations applicable to the CACFP established under 7 CFR § 226, 3016, 3017, 3019, 3021 and FNS Financial Management Instruction 796-2, Revision 3 as such regulations may apply and be amended from time to time.

B. Preference for Drug-Free Workplace:

The Caterer must make a good faith effort to maintain a Drug-Free Workplace (DFW). The Institution reserves the right to request from the Caterer the method used to maintain a DFW prior to contract award as outlined in 7 CFR § 3021.

C. Authority to Contract:

By execution of this contract the Caterer asserts and attests that the Caterer:

1. Is authorized to enter into the contract;
2. Is not suspended, debarred or otherwise prohibited from entering into the contract under the terms of 7 CFR § 3017; and
3. Shall notify the Institution immediately if the Caterer or its principals are suspended, disbarred or otherwise prohibited from performing under this contract.

D. Supervision and Inspection Requirements:

The Caterer shall:

1. Provide management supervision at all times and maintain constant quality control inspections to check for portion size, quality of products, time and temperature, appearance and packaging;
2. Maintain a valid state or federal food service license; and
3. Submit copies of the applicable state or federal regulatory inspections and current license annually to the State Agency, as may be requested.

E. Meal requirements, preparation, packaging and delivery:

Meals shall be prepared and delivered daily in accordance with all quotation or bid specifications and attachments regarding this contract as specified on attachments 1 through 7 to this contract. The Caterer shall accept delivery site additions and deletions

C. Meal Order Changes:

The Institution or Facility shall be entitled to add or delete facilities from its meal delivery orders and to change the number of meals ordered. The Institution or Facility must:

1. Complete a Catered Meal Order Change Form, Attachment 10;
2. Fax to the Caterer by 5:00 p.m. 2 days prior to the scheduled delivery;
3. Notify the Caterer two weeks in advance of any non-emergency closure, including holidays; and
4. Receive confirmation from the Caterer regarding changes in number of meals ordered.

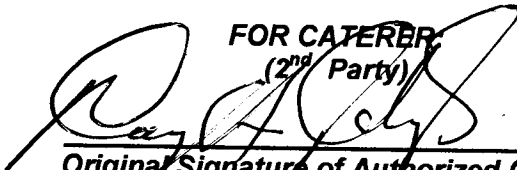
D. CACFP Catered Meal Records:

The Institution or Facility shall maintain books and records pertaining to this contract and such records shall be available for a period of three years from the date of submission of the final claim for reimbursement or until the final resolution of any audits for inspection and audit by representatives of KDE; the State Agency; the Kentucky Department of Law Enforcement; U.S. Department of Agriculture; and Kentucky Office of Inspector General. These records shall include:

1. Documents to support award of this contract
2. The contract and all addendums or changes
3. Delivery records and meal change form confirmations
4. Invoices and proof of payments to Caterer
5. All other documentation to support meals claimed

I have been advised to seek legal counsel before signing this CACFP Standard Catering Contract. I have read and agree to the statements and terms in this contract.

By this signature, I/we warrant and affirm that we have no financial interest in the Institution or Facility. Should such financial interest be later found, this contract and all reimbursement under it shall be refundable to the CACFP from the date such financial interest existed.


FOR CATERER
(2nd Party)
Original Signature of Authorized Caterer Representative and Accepting Responsibility in the name of the Caterer

Douglas A. Johnson Jr.
Printed Name of Authorized Caterer Representative

Chef/Owner
Title

10/16/14
Dated

Chef Doug's Gourmet Foods
Company Name


ATTEST
Original Signature of Witness to Caterer

Donna L. Adams
Printed Name of Witness to Caterer

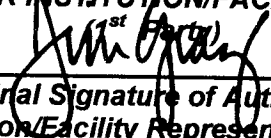
10/16/14
Dated

I have been advised to seek legal counsel before signing this CACFP Standard Catering Contract. I have read and agree to the statements and terms in this contract.

By this signature, I/we warrant and affirm that we have no financial interest in the Caterer. Should such financial interest be later found, this contract and all reimbursement under it shall be refundable to the CACFP from the date such financial interest existed.

All required CACFP review and approval of the terms of this contract have been obtained in advance of final execution of this contract.

FOR INSTITUTION/FACILITY:


Original Signature of Authorized Institution/Facility Representative and Accepting Responsibility in the name of the Institution/Facility

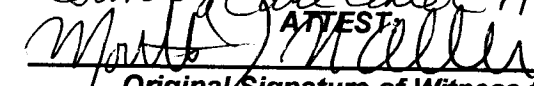
Mayor Jim Gray
Printed Name of Authorized Institution/Facility Representative

Mayor
Title

10-27-14
Dated

Louisville - Fayette Urban Co. Govt
Organization Name and CACFP CNIPS ID

Family Care Center 1147.5


ATTEST
Original Signature of Witness to Institution/Facility

Martha J. Allen
Printed Name of Witness to Institution/Facility

10-27-14
Dated

Overview:

The overview items that follow are incorporated and adopted by reference into the terms and conditions of this contract.

1.01 Purpose:

The purpose of this Standard Catering Contract is to obtain registered Caterer services to furnish meals to children participating in the Child and Adult Care Food Programs (CACFP) at designated sites. The Standard Catering Contract is provided for mandatory use by all CACFP Institutions or facilities using catering services pursuant to 7 CFR §§226.6(i) and 226.21.

The objective of the contract is to obtain CACFP standard meals, delivered to designated locations, on a predetermined schedule, in specific configuration and under strict quality control guidelines. Meals accepted at the Facility locations are eligible for payment by the Institution or Facility. CACFP reimbursement shall be dependent upon the Caterer and child care Facility achieving the necessary standards to qualify delivered meals for reimbursement.

1.02 Definitions:

The following definitions shall apply to all terms and conditions:

1. State Agency means the Kentucky Child and Adult Care Food Program, responsible for implementation and management of the CACFP in the State of Kentucky.
2. Bid means an offer to perform catering service in accordance with the specifications and conditions of the governing contract for a set, stated price.
3. Bidder means a person who sells prepared meals, supplies and services for the CACFP. Such person must be registered with the State Agency to be eligible for the authority to bid for the opportunity to provide services under contract to a CACFP Institution or Facility.
4. Caterer means a person or business entity registered with the State Agency that wishes to sell prepared meals, food related supplies and services to CACFP participating Institutions.
5. CACFP means that portion of the Child and Adult Care Food Program enacted in Section 17 of the National School Lunch Act authorizing assistance to states through grants-in-aid and other means to initiate, maintain, and expand non-profit food service programs for children in nonresidential institutions which provide care. The CACFP is intended to enable such institutions to integrate a nutritious food service with organized care services for enrolled participants. Reimbursement payments for allowable costs are made under the CACFP by the State to the Institution that in turn is required to pay for meals received.
6. Center means a child or adult care center, at-risk after school care center, an emergency shelter, or an outside-school-hours care center.
7. CFR means Code of Federal Regulations.
8. Child or Adult care center means any public or private nonprofit Institution or Facility (except day care homes), or any for-profit center that is licensed or approved to provide nonresidential child or adult care services to enrolled children (primarily of preschool age), including but not limited to day care centers, neighborhood centers, Head Start

centers and organizations providing day care services for children with disabilities or adults with functional and/or mental disabilities not in residential care. Child and Adult care centers may participate in the Program as independent centers or under the auspices of a sponsoring organization.

9. Child care Facility means a licensed or approved child care center, at-risk after school care center, emergency shelter, or outside-school-hours care center under the auspices of a sponsoring organization.

10. Competitive sealed bid means a method of procurement whereby two or more sealed bids are publicly solicited and a firm fixed-price contract is awarded to the responsive, responsible bidder whose bid, conforming to all the material terms and conditions of the solicitation, is the lowest in price or a selected acceptable bid price based upon CACFP criteria.

11. Contract means a legally enforceable agreement duly executed by the authorized representative of the Institution or Facility and the Caterer that calls for the provision of meals, supplies and services by the Caterer in accordance with all the conditions and specifications in the contract for a price to be paid by the Institution.

12. Cycle menu means a standard list of food items organized into daily meals meeting the USDA meal pattern. Cycle menus are provided in specific sequence and arrangement to vary the diet of CACFP participants and remain in compliance with the USDA meal pattern standards.

13. Day means a calendar day, without regard to weekend or holiday unless otherwise specified.

14. Emergency means those unplanned or unexpected situations preventing the Institution or Caterer from operating as normally planned. Emergency circumstances are normally declared by a government entity and are further defined in Part I, I of this contract.

15. Executed contract means a contract that has been signed and dated by both parties (authorized representatives of the Institution and Caterer). In those instances where the quoted or bid price for service under the original contract equals or exceeds \$50,000, such contract is not executed until it is approved by the State Agency and must be so approved prior to the parties executing and commencing service under that contract.

16. Facility means a sponsored child care center.

17. Fixed-price contract means a contract in which the Caterer is paid at a set or fixed rate per meal for a specific period of time.

18. FNS means Food and Nutrition Service, an office within the United States Department of Agriculture responsible for national implementation and oversight of the CACFP.

19. Formal competitive procedure means a method of obtaining catered meal service by an advertised sealed bid process.

20. Informal competitive procedure means a method of obtaining catered meal service by requesting price quotations for meals.

21. Institution means a sponsoring organization, child or adult care center, at-risk afterschool care center, outside-school hours care center or emergency shelter which enters into an agreement with the State Agency to assume final administrative and financial responsibility for Program operations.

22. Invitation to bid means a written solicitation for competitive sealed bids with the title, date and hour of the public bid opening. The written solicitation contains specifications and pertinent attachments that define the items or services needed and upon which basis the bidder shall be required to respond.
23. Meals means food which is served to enrolled participants at an Institution or Facility and which meets the meal pattern and nutritional requirements set forth in this contract.
24. Milk means pasteurized fluid types of unflavored or flavored whole milk, lowfat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and is consistent with State and local standards for such milk.
25. Monetary threshold means the procurement determination level based on an Institution's or a Facility's total annual food costs. The monetary threshold for State Agency is \$20,000.
26. National disqualified list means the list, maintained by the USDA of institutions, responsible principals and responsible individuals disqualified from participation in the Program.
27. Noncompetitive negotiation means the procurement through solicitation of a proposal from only one or a very limited number of sources or after solicitation of a number of sources, competition is determined to be inadequate.
28. Nonprofit food service means all food service operations conducted by the Institution principally for the benefit of enrolled participants, from which all of the Program reimbursement funds are used solely for the operations or improvement of such food service.
29. Notice of Serious Deficiency means written notification from the State Agency or sponsor or USDA that an Institution or Facility has been determined to be non-compliant in one or more aspects of its operation of the CACFP.
30. Program means the Child and Adult Care Food Program authorized by Section 17 of the National School Lunch Act, as amended.
31. Public/Military Institution or Facility means any governmental child care center at the federal, state or local level.
32. Quotation or quote means the formal statement of a price at which a prospective Caterer is prepared to deliver specified services.
33. Registered Caterer means a properly licensed business entity engaged in the preparation and delivery of meals meeting specific requirements. This entity, in addition to all required state licensure and business registrations has also successfully registered with the State Agency as a Caterer for the CACFP.
34. Responsive bidder means a Caterer registered with the State Agency who has submitted a response to an Invitation to Bid for catering services.
35. Responsive potential Caterer means a Caterer registered with the State Agency who has submitted a response to a solicitation for a quote for catering services.
36. Snack means a meal supplement that meets the meal pattern requirements specified in 7 CFR §226.20(b)(6) or (c)(4).

37. Solicitation means a verbal or written request by an Institution or Facility to obtain catering services. Solicitations can be informal or formal based on the monetary threshold of the Institution or Facility.

38. USC means United States Code.

39. USDA means United States Department of Agriculture responsible for the administration, oversight and fund distribution for the CACFP and the requirements of governing federal regulations.

40. Yogurt means commercially coagulated milk products obtained by the fermentation of specific bacteria, that meet milk fat or milk solid requirements to which flavoring foods or ingredients may be added. These products are covered by the Food and Drug Administration's Standard of Identity for yogurt, lowfat yogurt, and nonfat yogurt, (21 CFR §131.200), (21 CFR §131.203), and (21 CFR §131.206), respectively.

1.03 Parties Encouraged to Seek Legal Counsel:

The standard contract is a legal document. Entering into this agreement may affect the Institution's or Facility's or Caterer's rights and responsibilities under Kentucky law. Each party to this contract will have individual legal concerns best addressed by an attorney representing that party's interests.

This standard contract is provided as required under the federal rules governing the CACFP. The State Agency is not permitted to provide legal advice regarding this contract. The State Agency is only permitted to explain the various terms, conditions and functions of the standard contract and may not advise parties as to their rights under the stated provisions. Any representation either implied or stated by any party or agent of the State Agency in this regard to the contrary shall have no effect and shall not be relied upon regarding this contract.

The Institution or Facility and Caterer are therefore strongly encouraged to seek legal advice from an attorney licensed in the State of Kentucky familiar with contract law and CACFP requirements before entering into this contract. The State Agency will certainly discuss various provisions of the proposed contract with a properly licensed attorney representing either party to the proposed contract to answer any questions or concerns should either party make such arrangements.

Pursuant to 7 CFR §§226.6(1) and 226.21(b) and (c), the terms of this contract shall be applied uniformly throughout the State and are not subject to negotiation. Therefore, any communication with representatives from an Institution or Facility or Caterer's attorney shall be for the sole purpose of providing information regarding the legal implications of the contract's terms and conditions.

1.04 Monetary Threshold for Catering Contract:

- A. This Standard Catering Contract for catered meal service must be used by Child and Adult Care Food Program (CACFP) Institutions or Facilities. Institutions or Facilities with a total annual meal service cost up to \$20,000 may use informal procedures when securing a contract. Those with a total annual meal service cost at or above \$20,000 must use formal bid procedures.
- B. When following informal procedures to obtain catered meal services, the Institution or Facility must obtain written quotes from at least three registered Caterers.

- C. When following formal procedures to obtain catered meal services, the Institution or Facility must provide written solicitation for sealed bids with the date and time of the public bid opening.
- D. The quotes or bids must include the unit price for each meal and the lowest grand total quote or bid must be accepted unless prior approval is obtained from the State Agency for choosing a Caterer with a higher quote or bid based on written justification.

1.05 The State Agency's Role in Contract Administration:

- A. The State Agency is not a party to the contract. However, the State Agency provides the fiscal reimbursement to Institutions for creditable catered meals. These reimbursements are subject to federal CACFP requirements. Consequently, the terms of the contract, its execution and validation of service are subject to the State Agency's review for purposes of validating program funding and reimbursement to the Institution.
- B. The Institution's or Facility's continued participation in the CACFP is dependent on effective management and administration of the contract. The Caterer's continued service to CACFP Institutions or Facilities is subject to the Caterer maintaining its registration with the State Agency.

1.06 Approved Competitive Contracting Procedures:

- A. Informal competitive procedures:
Institutions or Facilities with an estimated contract monetary threshold of less than \$20,000 must obtain written quotes from at least three registered Caterers. Quotes must include the unit price for each meal and the lowest grand total quote must be accepted unless prior approval is obtained from the State Agency for choosing a Caterer with a higher quote based on written justification.
- B. Formal competitive procedures:
Institutions or Facilities with an estimated contract monetary threshold at or above \$20,000 must advertise bid proposals in a newspaper of general circulation with the specified date and time of bid opening. Public advertisement must occur at least fourteen (14) calendar days before the bid opening. Institutions or facilities and potential bidders (Caterers) must follow formal bidding procedures outlined below:
 1. Bids received prior to the time of the opening must be securely kept, unopened with date and time received recorded on the outside of a sealed envelope.
 2. The date and time of the bid opening must not be changed by the Institution or Facility after the bids have been received.
 3. Bids must be opened at the specified date, place and time, read publicly and recorded. A bid must not be altered after the opening of the bids.
 4. Only one bid may be offered by any one party. If more than one bid is offered by any one party, whether it is offered by or in the name of a clerk, partner, or other assistant or employee, then all bids from that party must be rejected.
 5. Bids not submitted with a bidder acknowledgement form and submitted without specified attachments shall be rejected.

6. Bids must not be accepted after the date and time noted on the bidder acknowledgement form. It is the bidder's responsibility to assure that his/her bid is delivered at the proper time and place of the bid opening.
7. Potential bidders must complete and execute all mandatory attachments and the bidder acknowledgement, form and submit the originals and one copy of each in a sealed envelope.
8. Potential bidders must include the Institution's or Facility's name and address and date and time of the bid opening on the face of envelope.
9. If a bid is submitted via express mail or in a courier envelope, the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded.
10. Offers by telegram or telephone are not acceptable.

1.07 General Requirements of Caterer:

- A. Caterer must be registered with the State Agency to provide quote or bid:
 1. Caterers responding to a solicitation for quotes or bids must be registered with the State Agency prior to submitting a quotation or bid for consideration. Registration may be completed consistent with the instructions on the State Agency website at <http://education.ky.gov/federal/SCN/Pages/Child-and-Adult-Care-Food-Program.aspx>
 2. Caterers must submit the following information annually by July 30th of each year to be included on the registered Caterer list: a completed Caterer registration form; a copy of the current food service permit; a copy of the most recent food service inspection; a copy of the current business license; and a copy of a current food service manager certification, if applicable.
- B. Caterers providing quotes or bids shall carefully review all the materials contained herein and prepare responses accordingly. The quotation or bid shall be based on all the terms and conditions stated in this contract. The Caterer is responsible for the accuracy of all information provided in its bid and shall be required to perform according to the terms of the contract and its bid should it receive the contract award. The Caterer shall therefore be required to:
 1. Provide a quotation or bid based on the number, type and delivery location for meals specified in the request for quotation or bid.
 2. Provide a unit price per meal type requested, total price for each meal type, and its grand total quotation on Attachment 7, Price Schedule, columns 3, 4, and 5.
 3. Complete Attachment 8, Caterer Conflict of Interest Questionnaire
 4. Complete, if required by formal competitive procedures, Attachment 11, Bidder Acknowledgement Form, and Attachment 12, Certificate of Independent Price Determination.
 5. Type or print in ink all quote or bid proposals. Use of erasable ink is not permitted.
 6. Include the cost of food, milk, disposable meal service products, packaging, transportation and all other related costs (e.g., condiments, utensils, etc.) according to Attachment 5, Meal Services to be Provided and Attachment 7, Price Schedule, as part of the contract price.

NOTE: The grand total price of the quote (Attachment 7) shall not include unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period as part of the contract price.

C. Caterer quote or bid inquiries:

1. Questions related to the request for a quote or bid must be received in writing by the Institution or Facility.
2. Respondents to an informal quote or formal bid may not contact the Institution or Facility between the date of the request for quotes or release of the bid and the end of the 72-hour evaluation for responsiveness period except in writing to the Institution or Facility.
3. Violation of this provision may be grounds for rejecting a quote or bid.

1.08 Evaluation of Quotes or Bids:

- A. Quotes or bids that do not meet the requirements specified in this contract will be considered non-responsive. Responsive quotes or bids meeting the mandatory requirements will be evaluated. In the best interest of the Institution or Facility, the Institution or Facility reserves the right to reject any and all quotes or bids or waive any minor irregularity or technicality in the quotes or bids received. Caterers are cautioned to make no assumptions unless their quote or bid has been deemed responsive.
- B. In case of mathematical errors, the Caterer's unit price quotation or bid shall be considered the contract price. It is the Caterer's responsibility to understand the terms, conditions and specifications of the contract. Failure to do so will be at the Caterer's risk and no relief shall be provided under this contract for "error" once a contract is executed and agreed to by both parties.

1.09 Basis for Award:

- A. Each quotation or bid submitted shall be considered for responsiveness to the terms and conditions of the contract. In general, a single award shall be made to the responsive Caterer offering the lowest grand total price and meeting all stated requirements of this contract.
- B. The Institution may choose to award the contract to another Caterer meeting all contract requirements as permitted under 7 CFR §226.21(a)(7). However, in order to qualify for CACFP reimbursement for the catered meals in the contract, the Institution (or Facility) must obtain State Agency approval prior to awarding the contract. In order to obtain that approval, the Institution (or Facility) shall provide written justification to the State Agency explaining its reasons for not accepting the lowest catering contract quotation or bid. The State Agency shall issue its decision within ten days of receiving the Institution's (or Facility's) completed request for consideration.
- C. All proposed catering contracts with a grand total amount of \$50,000 or higher must be approved by the State Agency, pursuant to 7 CFR §226.21(a)(7) prior to execution. Institutions or facilities may be penalized for failure to obtain prior State Agency approval.
- D. All corrections made by the Institution or Facility and/or the Caterer to this contract shall be initialed. The Institution or Facility and the Caterer name shall appear on each page of the contract as required.

1.10 Term of Contract Renewal:

The proposed contract is for a single federal fiscal year. The contract shall expire on September 30th of the contract year unless terminated earlier.

1.11 Federal Policy Prohibiting Discrimination:

“The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer.”

1.12 E-Verify Registration

The Institution or Facility agrees to use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of:

1. All persons employed during the Standard Catering Contract term by the Institution or Facility to perform employment duties within Kentucky;
2. All persons (including subcontractors such as a Caterer) assigned by the Institution or Facility to perform work pursuant to this Standard Catering Contract.

1.13 Questions and Answers:

All questions must be directed to the Institution or Facility seeking the Caterer quotation or bid under this contract. The deadline for questions prior to bid opening is 7 days from the date of the advertised bid opening. The Institution or Facility and Caterer may seek clarification or assistance from the State Agency when it is believed such assistance will be helpful in developing the most efficient and effective contract possible for the benefit of the children participating in the CACFP, the CACFP and the parties to this contract. The State Agency may also provide guidance on the terms and conditions of this contract.

Attachment 1

Child and Adult Care Food Program Meal Pattern for Children

Children age one and older participating in the Child and Adult Care Food Program, must be served at least the total minimum amount of food authorized per meal as stated below in order to qualify for reimbursement.

Child Meal Pattern Food Components:		Age Group and Serving Size:		
		1 and 2 year olds:	3 – 5 year olds:	6 – 12 ¹ year olds:
Breakfast (3 components-3 items)	Milk¹¹ Fluid milk	1/2 cup	3/4 cup	1 cup
	Vegetables and Fruits¹⁰ Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice ²	1/4 cup 1/4 cup	1/2 cup 1/2 cup	1/2 cup 1/2 cup
	Grains/Breads^{3, 10} Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal ⁴ or Cooked cereal grains or Cooked pasta or noodle products	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup
	Milk¹¹ Fluid milk	1/2 cup	3/4 cup	1 cup
Lunch/Supper (4 components – 5 items)	Vegetables and Fruits^{6, 10} Vegetable(s) and/or fruit(s), 2 or more	1/4 cup total	1/2 cup total	3/4 cup total
	Grains/Breads^{3, 10} Bread or Cornbread, biscuits, rolls, muffins, etc. or Cooked pasta or noodle products or Cooked cereal grains	1/2 slice 1/2 serving 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/4 cup 1/4 cup	1 slice 1 serving 1/2 cup 1/2 cup
	Meat and Meat Alternates¹⁰ Lean meat or poultry or fish ⁵ or Alternate protein products ⁶ or cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soy nut butter or other nut/seed butters or Peanuts or soynuts or tree nuts or seeds ⁹ or Yogurt, plain or flavored, unsweetened or sweetened	1 oz. 1 oz. 1 oz. 1/2 egg 1/4 cup 2 Tbsp. 1/2 oz. = 50% 4 oz. or 1/2 cup	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 3/4 egg 3/8 cup 3 Tbsp. 3/4 oz. = 50% 6 oz. or 3/4 cup	2 oz. 2 oz. 2 oz. 1 egg 1/2 cup 4 Tbsp. 1 oz. = 50% 8 oz. or 1 cup

Note: Milk must be served with each breakfast, lunch and supper meal. Between a child's first and second birthday, serving whole milk is strongly recommended. After the child's second birthday, it is required that lowfat or fat free milk be served. To encourage adequate calcium intake, lowfat flavored milk can be served.

Conversions:

1/2 cup = 4 fl. oz.
3/4 cup = 6 fl. oz.
1 cup = 8 fl. oz.

1 pint = 2 cups
1 quart = 2 pints = 4 cups
1 gallon = 4 quarts = 16 cups

Attachment 1 (Continued)

CACFP Meal Pattern for Children

Child Meal Pattern Food Components:		Age Group and Serving Size:		
		1 and 2 year olds:	3 – 5 year olds:	6 – 12 ¹ year olds:
Snack⁷ (Select 2 different components)	Milk¹¹ Fluid milk	1/2 cup	1/2 cup	1 cup
	Vegetables and Fruits¹⁰ Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice ²	1/2 cup 1/2 cup	1/2 cup 1/2 cup	3/4 cup 3/4 cup
	Grains/Breads^{3, 10} Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal ⁴ or Cooked cereal grains or Cooked pasta or noodle products	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup
	Meat and Meat Alternates¹⁰ Lean meat or poultry or fish ⁵ or Alternate protein products ⁶ or cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds or Yogurt, plain or flavored, unsweetened or sweetened	1/2 oz. 1/2 oz. 1/2 oz. 1/2 egg 1/8 cup 1 Tbsp. 1/2 oz. 2 oz. or 1/4 cup	1/2 oz. 1/2 oz. 1/2 oz. 1/2 egg 1/8 cup 1 Tbsp. 1/2 oz. 2 oz. or 1/4 cup	1 oz. 1 oz. 1 oz. 1/2 egg 1/4 cup 2 Tbsp. 1 oz. 4 oz. or 1/2 cup

- Children age 12 and up may be served larger portion sizes based on the greater food needs of older boys and girls, but must be served the minimum quantities specified for children ages 6-12.
- Vegetable or fruit juice must be full-strength, pasteurized and 100% juice. Unless orange or grapefruit juice, it must also be fortified with 100% or more of Vitamin C.
- Bread, pasta or noodle products, and cereal grains, must be whole grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole grain or enriched meal or flour; cereal must be whole grain or enriched or fortified. Prepackaged grain/bread products must have enriched flour or meal or whole grain as the first ingredient.
- Cold dry cereal can be measured by volume (cup) or weight (ounces) whichever is less.
- The serving size for lean meat, poultry or fish is the edible portion as served.
- Alternate protein products must be equal to at least 80% of the protein quality of milk (casein) determined by the Protein Digestibility Corrected Amino Acid Score (PDCAAS) and must contain at least 18% protein by weight when fully hydrated or formulated.
- At snack, select at least two different food components. Juice must not be served when milk is served as the only other component.
- At lunch and supper, serve two or more kinds of vegetables(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice must not be counted to meet more than one-half of this requirement.
- At lunch and supper, no more than 50% of the meat/meat alternate requirement can be met with nuts or seeds. Nuts or seeds must be combined with another meat/meat alternate to fulfill the requirement. For purpose of determining combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry, or fish.
- Servings can be an equal amount of any combination of this component. Note: Less than 1/8 cup of fruit or vegetables is not creditable.
- After the child's first birthday and prior to the second birthday, serving whole milk is strongly recommended. After the child's second birthday, it is required that lowfat or fat free milk be served.

Attachment 1 (Continued)

Additional Food Component Requirements

Fluid Milk:

- After the child's first birthday and prior to the second birthday, serving whole milk is strongly recommended.
- After the child's second birthday, lowfat (1%) or fat free milk must be served.

Vegetable or fruit or juice:

- Vegetable or fruit juice must be full-strength, pasteurized and 100% juice. Unless orange or grapefruit juice, it must also be fortified with 100% or more of Vitamin C.
- Fruit juice must not be served more than once a day.
- Fresh, frozen or canned vegetables and/or fruits must be served at least twice a week on the breakfast menu and twice a week on the snack menu.
Please note: For those centers that claim two snacks and one meal, instead of two meals and one snack, fresh, frozen or canned vegetables and/or fruits must be served at least twice a week at each snack time.
- Good vitamin A sources must be served a minimum of twice a week and must come from vegetables and fruits.
- Good vitamin C sources must be served daily and must come from vegetables and fruits or fruit juice.
- Less than 1/8 cup of vegetables and fruits may not be counted to meet the vegetable/fruit component.

Grains/breads:

- Grain/bread food must be whole-grain, enriched, or made from whole-grain or enriched meal or flour. Bran and germ are counted as enriched or whole-grain meals or flours. Cornmeal, corn flour, and corn grits must be designated as whole or enriched to be creditable.
- Only ready-to-eat breakfast cereals containing 10 grams of sugar or less per serving as stated on the Nutrition Facts label are allowed. Cereals with more than 10 grams of sugar per serving cannot be considered sweet grain/bread foods.
- Sweet grain/bread foods must be whole grain or made with enriched flour or meal and may be credited as a bread serving at breakfast and snack only. Prepackaged grain/bread products must have enriched flour or meal or whole grains as the first ingredient listed on the package.
- No more than two sweet grain/bread breakfast items and no more than two sweet grain/bread snack items may be served per week (not to exceed four sweet items per week).
Please note: Regardless of how many different types of snacks you offer (i.e. morning snack, afternoon snack, and evening snack) – your CCFP menu must not contain more than two sweet grain/bread snack items per week.

Meat or meat alternate:

- Commercially processed combination foods (convenience entrees – frozen or canned) must have a CN label or manufacturer's analysis sheet stating the food component contribution to the meal pattern.
- A serving of cooked dry beans or peas may count as a vegetable or as a meat alternate, but not as both components in the same meal.

****Please note that donated foods cannot be used to contribute to the meal pattern requirements for catered meals!!****

Cycle Menu A (Continued)

Refer to the Child and Adult Care Food Program Meal Pattern when planning portion sizes for age groups specified in this bid.

Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Between a child's first and second birthday, whole milk is strongly recommended. After age 2, it is required that lowfat (1%) or fat free milk be served.

Week Two	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast	(C) Pineapple Tidbits Kix Cereal Milk	(FR) Cantaloupe Cubes Pancakes Syrup Milk	100% Orange Juice Whole Wheat English Muffin Margarine and Jelly Milk	Banana Life Cereal Milk	(C)Mandarin Oranges Whole Wheat Bagel Peanut Butter Or Jelly Milk
Lunch/ Supper	*Beef Stew(carrots and potatoes) Cornbread (C)Fruit Cocktail Milk	*Chicken Nuggets <i>Barbecue Sauce</i> Whole Grain Roll (F)Lima Beans Applesauce Milk	*Beef Ravioli Italian Bread Lettuce Salad (Tomatoes, Cucumber) <i>Lowfat Ranch Dressing</i> (C)Pears Milk	Ham & Cheese Sandwich (Whole wheat bread) <i>Mustard, Lowfat Mayo</i> Lettuce, Tomato, Pickle (F)Broccoli (C)Tropical Mixed Fruit Milk	Chicken & Rice Whole Grain Roll <i>Margarine</i> (F)Carrots (C)Peaches Milk
Snack	Granola Bar Milk	(FR)Celery Sticks and lowfat ranch dressing Plain Graham Crackers	Whole Grain Crackers Cheese Slice	Whole Grain Blueberry Muffin Milk	Sliced Cheese (FR)Apple Wedges

*Requires a Child Nutrition (CN) Label if not **HOMEMADE**. Center is responsible for ensuring CN Label products. Caterer and Center shall maintain copies of CN Labels on file.

When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)
Effective FFY 2014 (10-01-2013)

Serv. = serving; m/mt/alt. = meat/meat alternate; brd. = bread; veg. = vegetable; F= Frozen; C = Canned; FR= Fresh

Cycle Menu A (Continued)

Refer to the Child and Adult Care Food Program Meal Pattern when planning portion sizes for age groups specified in this bid. Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Between a child's first and second birthday, whole milk is strongly recommended. After age 2, it is required that lowfat (1%) or fat free milk be served.

Week Three	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast	(C)Peaches Blueberry Muffin Milk	(C) Pineapple Tidbits Wheat Chex Cereal Milk	Applesauce French Toast (whole wheat bread) syrup Milk	100 %Apple Juice Whole Grain English Muffin <i>Peanut Butter OR Jelly</i> Milk	Seasonal Fresh Fruit Biscuit margarine Milk
Lunch/ Supper	*Breaded Pork Patty Gravy Whole Grain Roll <i>Margarine</i> (F)Broccoli (C)Mandarin Oranges Milk	*Veggie Burger Whole Wheat Bun <i>Mustard, Ketchup, Lowfat Mayo</i> <i>Lettuce, Tomato, Pickle Tater Tots</i> (C)Fruit Cocktail Milk	Turkey & Cheese Sandwich (Whole grain bread) <i>Lowfat Mayo and/or Mustard</i> (C)Green Beans Banana Milk	Spaghetti & Meat Sauce (with Ground Turkey or Beef and whole grain noodles) Garlic Bread Tossed Salad (Lettuce, Tomato, Cucumber) <i>Lowfat ranch Dressing</i> (C)Pears Milk	*Fish Sticks <i>Ketchup</i> Cornbread (F)Peas and Carrots Apple slices Milk
Snack	Whole Grain Pita Bread Cheese Slice	Animal Crackers Yogurt <i>Flavored 4 oz cup</i>	Fresh Broccoli and Cauliflower Florets <i>Lowfat Ranch Dressing</i> Whole Grain Crackers	Graham Crackers (F)Orange Slices	Whole Grain Crackers Milk

*Requires a Child Nutrition (CN) Label if not **HOMEMADE**. Center is responsible for ensuring CN Label products. Caterer and Center shall maintain copies of CN Labels on file.

When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)

Effective FFY 2014 (10-01-2013)

Serv. = serving; m/vml alt. = meat/meat alternate; brd. = bread; veg. = vegetable; F= Frozen; C = Canned; FR= Fresh

Cycle Menu A (Continued)

Refer to the Child and Adult Care Food Program Meal Pattern when planning portion sizes for age groups specified in this bid. **Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Between a child's first and second birthday, whole milk is strongly recommended. After age 2, it is required that lowfat (1%) or fat free milk be served.**

<u>Week Four</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Breakfast	100% Apple Juice Multi Grain Cheerios Milk	(FR) Fruit Salad Whole Wheat Bagel <i>Cream Cheese</i> Milk	Cinnamon Apples Waffles (Whole grain) Milk	Banana Shredded Wheat Cereal Milk	(C)Mandarin Oranges Whole Grain English Muffin <i>Margarine and Jelly</i> Milk
Lunch/ Supper	Turkey Roast Whole Wheat Roll <i>Margarine</i> (F)Green Peas (C)Tropical Mixed Fruit Milk	*Chicken Strips Whole Wheat Bread Mashed Potatoes (C)Green Beans Milk	*Beef and Bean Burrito(tortilla) Lettuce Salad w/Tomato Lowfat Ranch Dressing (FR)Orange Wedges Milk	Tuna Salad Sandwich on Whole Wheat Bread (F)Steamed Baby Carrots (FR)Apple Wedges Milk	*Pizza (Whole grain crust) (C)Corn (C) Fruit Cocktail Milk
Snack	Plain Graham Crackers (C) Pears	(FR)Celery Sticks <i>Ranch Dressing</i> Whole Grain Crackers	Yogurt <i>Flavored 4 oz cup</i> (C)Peaches	Whole Grain Crackers Cheese Slice	Peanut Butter & Jelly Sandwich (Whole wheat bread) Milk

*Requires a Child Nutrition (CN) Label if not **HOMEMADE**. Center is responsible for ensuring CN Label products. Caterer and Center shall maintain copies of CN Labels on file.

When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)
Effective FFY 2014 (10-01-2013)

Serv. = serving; m/vmt alt. = meat/meat alternate; brd. = bread; veg. = vegetable; F= Frozen; C = Canned; FR= Fresh

Cycle Menu A (Continued)

Refer to the Child and Adult Care Food Program Meal Pattern when planning portion sizes for age groups specified in this bid. **Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Between a child's first and second birthday, whole milk is strongly recommended. After age 2, it is required that lowfat (1%) or fat free milk be served.**

<u>Week Five</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Breakfast	(C)Mandarin Oranges English Muffin <i>Margarine and Jelly</i> Milk	(C)Pears Whole Wheat Toast Milk	(C)Tropical Mixed Fruit Wheat Chex Cereal Milk	Cinnamon Apples Pancakes (whole grain) Milk	100% Orange Juice Whole Wheat Bagel <i>Cream Cheese</i> Milk
Lunch/ Supper	Meatloaf <i>Ketchup</i> Whole Grain Roll <i>Margarine</i> Mashed Potatoes Applesauce Milk	Navy Beans Collard Greens Cornbread (C)Collard Greens (C)Pineapple Tidbits Milk	*Beefaroni (F)Peas & Carrots Seasonal Fresh Fruit Milk	*Chicken and Dumplings (C)Green Beans (FR)Cantaloupe Milk	Barbecue Pork Whole Grain Bun Cole Slaw (C)Fruit Cocktail Milk
Snack	(C)Peaches Milk	Turkey Slices Whole Grain Bread <i>Lowfat mayo and/or mustard</i>	Cheese Slice (FR) Orange Wedges	Hard Boiled Egg (1/2 egg) Saltine Crackers	Yogurt <i>Flavored 4 oz cup</i> (FR) Strawberries

*Requires a Child Nutrition (CN) Label if not **HOME MADE**. Center is responsible for ensuring CN Label products. Caterer and Center shall maintain copies of CN Labels on file.

When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)

Effective FFY 2014 (10-01-2013)

Serv. = serving; ml/mt alt. = meat/meat alternate; brd. = bread; veg. = vegetable; F= Frozen; C = Canned; FR= Fresh

**Attachment 2
Cycle Menu A**

Refer to the Child and Adult Care Food Program Meal Pattern when planning portion sizes for age groups specified in this bid. **Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Between a child's first and second birthday, whole milk is strongly recommended. After age 2, it is required that lowfat (1%) or fat free milk be served.**

Week One	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast	(C) Pears Bran Flakes Cereal Milk	100 % Grape Juice Cinnamon Toast (whole wheat bread) Milk	(FR) Orange Wedges Cheerios Cereal Milk	Seasonal Fresh Fruit Whole Wheat English Muffin <i>Margarine</i> Milk	Cinnamon Apples French Toast Milk
Lunch/ Supper	Sliced Ham Whole Wheat Roll <i>Margarine</i> (F) Mixed Vegetables Applesauce Milk	Sloppy Joe on Whole Grain Bun Baked Sweet Potato Fries (C) Tropical Mixed Fruit Milk	Oven Fried Chicken Bread Slice Mashed Potatoes (F) Steamed Broccoli Milk	*Breaded Fish <i>Ketchup</i> Whole Wheat Roll (F) Peas & Carrots (C) Fruit Cocktail Milk	*Salisbury Steak <i>With Gravy</i> Brown Rice (C) Green Beans (C) Fruit Salad Milk
Snack	Animal Crackers (C) Pineapple	Yogurt <i>Flavored 4 oz cup</i> (C) Peaches	Whole Grain Crackers (FR) Cucumber/Carrot <i>Lowfat Ranch Dressing</i>	Whole Grain Crackers Peanut Butter OR String Cheese Milk	Oatmeal Cookies Milk

*Requires a Child Nutrition (CN) Label if not **HOMEMADE**. Center is responsible for ensuring CN Label products. Caterer and Center shall maintain copies of CN Labels on file.

When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)
Effective FFY 2014 (10-01-2013)

Serv. = serving; m/mt alt. = meat/meat alternate; brd. = bread; veg. = vegetable; F= Frozen; C = Canned; FR= Fresh

Attachment 3

Exhibit A – Grains/Breads Requirement

The Caterer shall purchase and provide foods according to the following food specifications and Cycle Menu, Attachment 2. Contract price shall include price of food (including condiments), milk, disposable meal service products, packaging, utensils, preparation and transportation. The Caterer shall not be paid for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period.

The Caterer must ensure that meals are delivered in packaging suitable for maintaining meals in accordance with local health standards. Containers and overlays must have airtight closures, be of non-toxic material, and be capable of maintaining internal temperatures of hot food at or above 135°F and cold foods at or below 41°F.

Menu substitutions shall be made for emergency circumstances only and must be documented by the Caterer. The Caterer shall inform the Institution or facility of menu substitutions prior to delivery.

A designee(s) of the Institution or facility shall ensure adequacy of delivery and meals, and verify food temperatures, before signing the delivery ticket. Date and time of delivery shall be noted and any **cold** food product delivered at or above 42°F or any **hot** food product delivered at or below 134°F will not be accepted.

The Caterer shall maintain records supported by delivery tickets, purchase orders, invoices, production records for this contract or other evidence for inspection and reference to support payments, and claims. These records shall also include cooking temperature and holding temperature logs, storage and transportation temperature logs of all foods catered to the Institution and/or facilities.

Grains/Breads Requirement for Child Care Food Program

Refer to *A Guide to Crediting Foods* regarding criteria for determining acceptable Grains/Breads and minimum serving sizes.

Exhibit A -- Grains/Breads for the Food Based Alternatives on the Child Nutrition Programs¹

Group A	Minimum Serving Size for Group A
Bread Type Coating Bread Sticks (hard) Chow Mein Noodles Crackers (saltines and snack crackers) Croutons Pretzels (hard) Stuffing (dry) note: weights apply to bread in stuffing	1 serving = 20 gm or 0.7 oz. ¾ serving = 15 gm or 0.5 oz. ½ serving = 10 gm or 0.4 oz. ¼ serving = 5 gm or 0.2 oz.
Group B	Minimum Serving Size for Group B
Bagels Batter Type Coating Biscuits Breads (white, wheat, whole wheat, French, Italian) Buns (hamburger and hot dog) Crackers (graham crackers - all shapes, animal crackers) Egg Roll Skins, Won Ton Wrappers English Muffins Pita Bread (white, wheat, whole wheat) Pizza Crust Pretzels (soft) Rolls (white, wheat, whole wheat, potato) Tortillas (wheat or corn) Tortilla Chips (enriched or whole grain) Taco Shells	1 serving = 25 gm or 0.9 oz. ¾ serving = 19 gm or 0.7 oz. ½ serving = 13 gm or 0.5 oz. ¼ serving = 6 gm or 0.2 oz.
Group C	Minimum Serving Sizes for Group C
Cookies ² (plain) Cornbread Corn Muffins Croissants Pancakes Pie Crust (dessert pies ² , fruit turnovers ³ , and meat/alternate pies) Waffles	1 serving = 31 gm or 1.1 oz. ¾ serving = 23 gm or 0.8 oz. ½ serving = 16 gm or 0.6 oz. ¼ serving = 8 gm or 0.3 oz.

1. Some of the following foods or their accompaniments may contain more sugar, salt and/or fat than others. This should be a consideration when deciding how often to serve them.
2. Allowed only for supplements (snacks) served under the CACFP.
3. Allowed only for supplements (snacks) served under the CACFP and for breakfasts served under the CACFP.
4. Refer to program regulations for the appropriate serving size for snacks and meals served to children ages 1 through 5 in the CACFP. Breakfast cereals are traditionally served as a breakfast item but may be served in meals other than breakfast.

Note: Cornmeal and corn flour and products using cornmeal and corn flour such as tortillas, tortilla chips, taco shells, cornbread, and corn muffins must include the words “whole” or “enriched” on the product label.

Exhibit A Continued

Group D	Minimum Serving Size for Group D
Doughnuts ³ (cake and yeast raised, unfrosted) Granola Bars ³ (plain) Muffins/Quick Breads (all except corn) Sweet Roll ³ (unfrosted) Toaster Pastry ³ (unfrosted)	1 serving = 50 gm or 1.8 oz. ¾ serving = 38 gm or 1.3 oz. ½ serving = 25 gm or 0.9 oz. ¼ serving = 13 gm or 0.5 oz.
Group E	Minimum Serving Size for Group E
Cookies ² (with nuts, raisins, chocolate pieces, and/or fruit purees) Doughnuts ³ (cake and yeast raised, frosted, or glazed) French Toast Grain Fruit Bars ³ Granola Bars ³ (with nuts, raisins, chocolate pieces, and/or fruit) Sweet Rolls ³ (frosted) Toaster Pastry (frosted)	1 serving = 63 gm or 2.2 oz. ¾ serving = 47 gm or 1.7 oz. ½ serving = 31 gm or 1.1 oz. ¼ serving = 16 gm or 0.6 oz.
Group F	Minimum Serving Size for Group F
Cake ² (plain, unfrosted) Coffee Cake ³	1 serving = 75 gm or 2.7 oz. ¾ serving = 56 gm or 2.0 oz. ½ serving = 38 gm or 1.3 oz. ¼ serving = 19 gm or 0.7 oz.
Group G	Minimum Serving Size for Group G
Brownies ² (plain) Cake ² (all varieties, frosted)	1 serving = 115 gm or 4 oz. ¾ serving = 86 gm or 3 oz. ½ serving = 58 gm or 2 oz. ¼ serving = 29 gm or 1 oz.
Group H	Minimum Serving Size for Group H
Barley Breakfast Cereals ⁴ (cooked) Bulgur or Cracked Wheat Macaroni (all shapes) Noodles (all varieties) Pasta (all shapes) Ravioli (noodle only) Rice (enriched white or brown)	1 serving = ½ cup cooked (or 25 gm dry)
Group I	Minimum Serving Size for Group I
Ready to eat breakfast cereal ⁴ (cold, dry)	1 serving = ¾ cup or 1 oz, whichever is less

1. Some of the following foods or their accompaniments may contain more sugar, salt and/or fat than others. This should be a consideration when deciding how often to serve them.
2. Allowed only for supplements (snacks) served under the CACFP.
3. Allowed only for supplements (snacks) served under the CACFP and for breakfasts served under the CACFP.
4. Refer to program regulations for the appropriate serving size for snacks and meals served to children ages 1 through 5 in the CCFP. Breakfast cereals are traditionally served as a breakfast item but may be served in meals other than breakfast.

Note: Only ready-to-eat breakfast cereals with 10 grams of sugar or less per serving as stated on the Nutrition Facts label on the cereal box are allowed under the CACFP.

Attachment 4

CACFP “Boxed Lunches” Menus

Below are five “box lunch” menus when requested by the Institution for field trips; the menus shall be rotated.

Menu One	<p>Peanut butter and jelly sandwich Yogurt Carrot sticks Apple wedges Milk</p> <p>(1 Tbsp. peanut butter plus 4 oz. yogurt = 1-5 year old mt/mt alt. requirement; 1 Tbsp. peanut butter plus 6 oz. yogurt = 6-12 year old mt/mt alt. or 2 Tbsp. peanut butter plus 4 oz. yogurt = 6-12 year old mt/mt alt.)</p>
Menu Two	<p>Chicken pita (1 oz. chopped boneless chicken, ½ oz. cheddar cheese and ¼ cup lettuce in whole wheat pita pocket – increase cheese to 1 oz for 6-12 year olds) Seasonal fresh fruit Celery sticks 100% whole grain or 100% multi-grain tortilla chips Milk</p>
Menu Three	<p>Turkey and cheese sandwich on whole wheat bread Mayo/mustard Sliced cucumber and tomato Mixed fruit cup Milk</p>
Menu Four	<p>Ham and cheese sandwich on whole wheat bread Mayo/mustard Carrot and celery sticks Orange wedges Milk</p>
Menu Five	<p>Tuna salad on bun Broccoli florets Sliced peaches Pretzels Milk</p>

Attachment 5

Meal Services to be Provided

- 1) Circle one: The Institution or Facility request meals to be: Delivered or Pick-up at _____ (Time)
- 2) The Institution must select meal types and how food items shall be delivered by checking the appropriate boxes. Note: Breakfast, Lunch and Supper *must* include milk. Snack may include milk according to cycle menu selected.

Breakfast
 Bulk
 Unitized

Lunch
 Bulk
 Unitized

Snack
 Bulk
 Unitized

Supper
 Bulk
 Unitized

- 3) Will the center or caterer provide milk? Yes If center provides milk, proceed to question 3. If caterer provides milk, continue with question 2. The Institution must select milk type(s) and size(s) of milk container(s) to be delivered. Note: Between a child's first and second birthday, whole milk is highly recommended. After a child's second birthday, 1% or fat free (skim) milk is required. Note: Contract price must include the price of milk to be included with program meals. The Caterer must charge separately should additional milk be requested by the Institution outside the scope of this contract.

<input checked="" type="checkbox"/> Lowfat (1%) <input type="checkbox"/> Gallon <input type="checkbox"/> Half-gallon <input checked="" type="checkbox"/> <u>Individual 8 oz. cartons</u> <input type="checkbox"/> Other: _____	<input type="checkbox"/> Fat free (skim) <input type="checkbox"/> Gallon <input type="checkbox"/> Half-gallon <input type="checkbox"/> Individual 8 oz. cartons <input type="checkbox"/> Other: _____	<input type="checkbox"/> Flavored Lowfat (1%) or fat free (skim) flavored milk <input type="checkbox"/> Gallon <input type="checkbox"/> Half-gallon <input type="checkbox"/> Individual 8 oz. cartons <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Whole <input type="checkbox"/> Gallon <input type="checkbox"/> Half-gallon <input checked="" type="checkbox"/> <u>Individual 8 oz. cartons</u> <input type="checkbox"/> Other: _____
---	--	--	---

Maximum number of children age one: 30

- 4) The Institution must check below if the Caterer shall deliver sandwich foods in bulk or pre-assembled. The Institution or facility must be authorized to assemble sandwiches onsite and have adequate storage space to hold sandwiches at proper temperatures.

Bulk, Prefer the Caterer to deliver sandwich foods separately in bulk.

Pre-assembled, Prefer the Caterer to deliver sandwiches pre-made.

- 5) The Institution must check below if the Caterer shall supply disposable meal service products. Note: See minimum paper product specifications below. Note: Contract price must include the price of disposable meal service products when the "yes" box below is checked. The Caterer may charge separately should additional quantities of disposable meal service products be requested by the Institution outside the scope of this contract.

Yes, Caterer must supply disposable meal service products.

No, Caterer not required to supply disposable meal service products.

Minimum Disposable Meal Service Products:

- Note: If the Institution or Facility requests the caterer supply disposable meal service products, Institution or Facility must indicate in the box specific items and sizes to be supplied.

List disposable meal service products caterer will be supplying:

Plates, spoons, forks, napkins, straws, bowls

- 6) The Institution must check below if the Caterer shall supply with each delivery, clean serving utensils (scoops and/or ladles and/or measuring-serving spoons of standard sizes, disposable or stainless) to ensure appropriate serving size of foods as specified by the Child and Adult Care Food Program Meal Pattern or Adults, Attachments 1 and the Cycle Menu, Attachment 2.

Yes, Caterer must supply serving utensils.

No, Caterer not required to supply serving utensils.

**Attachment 6
Delivery Schedule**

To be completed by the Institution (*in ink and retain copy*) prior to execution of the Standard Catering Contract and provided to the Caterer.
(Make additional copies if needed.)

Note: The Institution must delete or add Facilities at least one week prior to the required date of service. The Delivery Schedule or other written notice must be used to add or delete facilities.

Institution or Facility	Address	Telephone No.	Contact Person	Type of Meal* & Estimated Total No. Needed Per Day	Desired Delivery Time(s)
Family Care Center	1135 Red Mile Place Lexington KY 40504	(859) 288-4040	Joanna Rodes	Breakfast 80	8:00 am 8:15 am
				Lunch 95	10:55 am 11:05 am 11:20 am
				PM Snack 80	1:15 pm

*B = Breakfast, L = Lunch, S = Supper, MS = Morning Snack, AS = Afternoon Snack, ES = Evening Snack

Attachment 7

Price Schedule

The Institution or Facility must complete columns 1 & 2 (in ink and retain copy) prior to obtaining price quotes from selected caterers. Caterer must complete remainder of form and return with price quote by date and time specified by the Institution or Facility.

Name of Institution: Family Care Center CACFP CNIPS ID: 11475

Attachment 2 Cycle Menu Selected: A

Column 1 should match number recorded on Delivery Schedule/Attachment 6

Type of Meal per Contract Specifications	Estimated Total No. of Meals per Day 1	Estimated No. of Serving Days per Year 2	Unit Price per Meal 3	Total Price 4
Breakfast (Ages 1-2)	30	228 189	1.13	6,401.10
Breakfast (Ages 3-5)	50	228 189	1.13	7,729.20
Breakfast (Ages 6-12)	N/A	N/A		12,882.00
Lunch (Ages 1-2)	35	228 189	1.95	10,678.50
Lunch (Ages 3-5)	60	228 189	1.95	15,561.00
Lunch (Ages 6-12)	N/A	N/A		26,676.00
Supper (Ages 1-2)	N/A	N/A		
Supper (Ages 3-5)	N/A	N/A		
Supper (Ages 6-12)	N/A	N/A		
AM Snack (Ages 1-2)	N/A	N/A		
AM Snack (Ages 3-5)	N/A	N/A		
AM Snack (Ages 6-12)	N/A	N/A		
PM Snack (Ages 1-2)	40	228 189	.94	7,106.40
PM Snack (Ages 3-5)	40	228 189	.94	8,572.80
PM Snack (Ages 6-12)	N/A	N/A		8,572.80
Late Night Snack (Ages 1-2)	N/A	N/A		7,106.40
Late Night Snack (Ages 3-5)	N/A	N/A		
Late Night Snack (Ages 6-12)	N/A	N/A		
"Boxed" Lunches (Ages 1-2)	N/A	N/A		
"Boxed" Lunches (Ages 3-5)	N/A	N/A		
"Boxed" Lunches (Ages 6-12)	N/A	N/A		

CMA
CMA
12,899.25
22,113.
CMA

CMA
CMA

Note: "Boxed" lunches may be requested by the Institution for field trips. Institution or Facility must keep documentation of field trip and menu served.

Grand Total
5

66,310.65
79,993.80

By affixing my signature on this quote, I hereby state that I have read all contract terms, conditions and specifications and agree to all terms, and conditions, provisions, and specifications. I certify that I will provide and deliver to the location(s) specified in the contract.

Caterer Company Name: Chef Doug's Gourmet Foods

Authorized Caterer Representative: [Signature] 10/16/14
(Signature) (Date)

Attachment 8

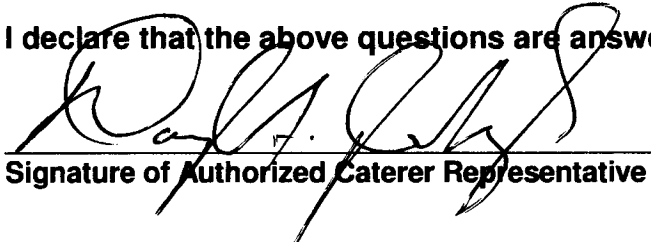
Caterer Conflict of Interest Questionnaire

The authorized *Caterer* representative must complete this attachment.

- | | Yes | No |
|---|--------------------------|-------------------------------------|
| 1. Do you, your immediate family, or business partner have financial or other interests in the Institution of which you are submitting this contract? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Have gratuities, favors or anything of monetary value been offered to you or accepted by you from the Institution? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Have you been employed with the Institution within the last 24 months? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Do you plan to obtain a financial interest, e.g. stock, in the Institution? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Do you plan to seek or accept future employment with the Institution? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Are there any other conditions which may cause a conflict of interest? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answered Yes to any of the above questions, please provide a written explanation of your answer.

I declare that the above questions are answered truthfully and to the best of my knowledge.



Signature of Authorized Caterer Representative

10/16/14

Date

Attachment 10

Catered Meal Order Change Form

When making changes to the number of catered meals ordered, the Institution or Facility must complete the meal change form below and fax to the Caterer by 5:00 p.m. two days prior to delivery. The Caterer will confirm the requested change(s) with a return fax to the Institution. **Please note: This form is to be used for changing the number of meals ordered only. Meal type must be based on the initial or original contract Price Schedule.**

Institution Name: _____ (CACFP CNIPS ID)

Facility: _____

Facility Address: _____

Caterer Name: _____

(Fax No.)

Authorized Institution Representative: _____

(Signature)

(Date)

Meal Type	Current Total No. of Meals Ordered per Day	Change Total No. of Meals Ordered To:	Time Period (Please designate "until further notice" or with specific dates)
Breakfast (Ages 1-5)			
Breakfast (Ages 6-12)			
Lunch (Ages 1-5)			
Lunch (Ages 6-12)			
Supper (Ages 1-5)			
Supper (Ages 6-12)			
AM Snack (Ages 1-5)			
AM Snack (Ages 6-12)			
PM Snack (Ages 1-5)			
PM Snack (Ages 6-12)			
Late Night Snack (Ages 1-5)			
Late Night Snack (Ages 6-12)			
"Boxed" Lunches (Ages 1-5)			
"Boxed" Lunches (Ages 6-12)			

Maximum number of children age one: _____

Caterer received date: _____

Effective change date: _____

Attachment 11

Bidder Acknowledgement Form


This section to be completed by the Institution or Facility:

Submit Bids To:	(Name of Institution/Facility) Lexington-Fayette Urban Co. Gov/Div of Central Purchasing	(CNIPS ID) 11475
	(Contact Name) Conni M. Hayes	(Phone No.) 859-258-3320
	(Street Address) 200 East Main St., RM 338 Lexington, KY 40507	
	(Mailing Address) Same as street address	
Bids Will Be Opened:	(Date) October 17, 2014	(Time) 2:00 PM
	Bids will not be accepted after such date and time.	

This section to be completed by the Caterer:

Caterer Name:	Chef Doug's Gourmet Foods
Caterer Mailing Address: (Street and mailing)	112 Holly Avenue
	Winchester Ky 40391
Caterer Phone Number: (Area Code and number, include toll free if applicable)	859 585 1464 cell 859 644 5095

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the caterer and that the caterer is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.

	Chef/OWNER	10/16/14
Authorized Caterer Signature	Title	Date
Douglas A. Johannes Jr		
Print Name and Title		

Attachment 12

Certificate of Independent Price Determination

Both the Institution or Facility and the Caterer (bidder) shall execute this Certificate of Independent Price Determination.

Family Care Center

Chet Doug's Gourmet Foods
Name of Caterer

Name of Institution/Facility

- A. By submission of this offer, the bidder certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this Invitation to Bid:
- 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 bidder 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 bidder and will not knowingly be disclosed by the bidder prior to opening of this advertised bid directly or indirectly to any other bidder or to any competitor; and
 - 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, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Caterer certifies that:
- 1) He or she is the person in the Caterer's organization responsible 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 the Caterer's organization responsible 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.

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

Jim Gray Mayor 10-27-14
Signature of Authorized *Institution or Facility* Representative Title Date

To the best of my knowledge, this Caterer, 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.

Chet Doug Chet/OWNER 10/16/14
Signature of Authorized *Caterer* Representative Title Date

Note: Accepting a bidder's offer does not constitute award of the contract.

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the provision of equipment or goods or the performance of the work or services hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs,

deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

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