



**Somerset Community Action
Program, Inc.**

155 Pierce Street, Suite F, Somerset, New Jersey 08873
TEL. (732) 846-8888 · FAX: (732) 214-9754

Dear Vendor,

Thank you for your interest in participating in The Somerset Community Action Program (SCAP) New Jersey Child & Adult Care Food Program (CACFP) as a potential vendor.

SCAP is interested in a food vendor to provide breakfast, lunch and snack five days per week (Monday through Friday) for up to 130 children, (depending on enrollment) for our childcare center in Somerset, NJ.

A technical assistance session for potential bidders will be held in the Historical Room of the Franklin Township Public Library on Monday, June 17, 2019 at 11 AM. Vendors are strongly encouraged to attend.

An application packet is included and outlines the invitation for bid and standard contract. Completed forms and supporting documentation should be returned in triplicate

By July 17, 2019 to:

Steven Nagel, Executive Director
Somerset Community Action Program
155 Pierce Street Suite F
Somerset, NJ 08873

Incomplete vendor bid packets received after the deadline will not be accepted.

Please make sure a copy of the following is included with your bid: Sanitation Certificate, Consumer and Environmental Health Service (if applicable), Health License, Business Registration Issuance Date, Certificate of Employee Information, Certificate of Authority, Liability Insurance and all pages included in the bid packet.

If you have questions or need additional information, call Steve at 732-846-8888 x202. Thanks again for your interest in the CACFP bid process.

Sincerely,

Steven Nagel

Steven Nagel
Executive Director

SECTION A

NEW JERSEY CHILD AND ADULT CARE FOOD PROGRAM
INVITATION FOR BID AND STANDARD CONTRACT

Issued by (Sponsor):

Somerset Community Action Program

Bid Number: _____

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Bid Issue Date: _____

Bid Opening:

date 8/1/19

Address 155 Pierce Street

City, State, Zip Somerset, NJ 08873

Telephone Number 732-846-8888

Contract Commencement Date _____

Total Estimated Amount of Bid
\$ (to be insured by the bidder) _____

Contract Expiration Date _____

Name of Bidder _____

Signature of Bidder (in ink) _____

Street Address _____

City, State, Zip _____

Print or Type Name of Bidder _____

Telephone Number _____

Title _____ Date _____

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

ACCEPTANCE

Contract Number _____

Sponsor Name _____

Date _____

Sponsor Signature _____

Title _____

NOTE: By submission of this bid, the bidder certifies that, in the event he/she received an award under this solicitation, he/she shall operate in accordance with all applicable, current program regulations.

SECTION B - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

The prices in this bid have been arrived at independently, without **consultation, communication, or agreement, for restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;**

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor;

No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for restricting competition.

Each person signing this bid certifies that:

He/She is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above; or

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

Section C- Instructions to Bidders

1. Definitions

- A. The term "bid" means an offer to perform the work described in the Invitation for Bid at the fixed met price specified in accordance with the terms and conditions of the solicitation,
- B. The term "bidder" means a food service management company submitting a bid in response to this Invitation for Bid.
- C. The term "contractor" means a successful Bidder who is awarded a contract by a Sponsor under the Child and Adult Care Food Program under the United States Department of Agriculture.
- D. The term "food service management company" means an organization, other than a public or private nonpublic school, with which a Sponsor may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program.
- E. The term "Invitation for Bid," hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the Sponsor,
- F. The term "sponsor" means the Child and Adult Care Food Program institution which issues this IFB.
- G. The term "Unitized meal" means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms shall have the meanings ascribed to them in the Child and Adult Care Food Program regulations.

2. Submission of Bids

- A. Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so shall be at the bidder's risk.
- B. Bids shall be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award.
- C. A copy of a current state or local health certificate for the food preparation facilities shall be submitted with the bid,

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

3. Explanations to bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning the IFB shall be furnished to all prospective bidders as an amendment to the IFB if such information is necessary to bidders as an amendment to the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. Acknowledgement of Amendments to IFBs

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.

5. Bidders Having Interest in More than One bid

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

6. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the Sponsor no later than the exact time and date indicated on the fact of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

7. Errors in Bids

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

8. Award of Contract

- A. The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the Sponsor, price and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resource.
- B. The Sponsor reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the program and to waive informalities and minor irregularities in bids received.
- C. The Sponsor reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contract of a similar nature, or the bid of a bidder who, investigation shows, is not able to perform the contract.

9. Late Bids, Modification of Bids or Withdrawals of Bids

- A. Any bid received after the exact time specified for receipt will not be considered
- B. Any modification or withdrawal of bid is subject to the same conditions as in (A) above

SECTION D- Scope of SERVICES

- 1. Contractor agrees to deliver meals (unitized if applicable) inclusive of milk to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
- 2. All meals furnished must meet or exceed United States Department of Agriculture requirements set out in Schedule B, attached hereto and made a part hereof.
- 3. Contractor shall furnish meals as ordered by the Sponsor during the period of September 1, 2019-August 31, 2020. Meals shall be served 5 days per week unless otherwise advised.

SECTION E- Unit Price Schedule and Instructions

- 1. Bidder are asked to submit prices on the following meal types meeting the contract specifications set forth in Schedule C for meals to be delivered to all the programs and/or homes stated in Schedule A. *FOR EXAMPLE:*

A. Meal Type	B. Estimated Servings Per Day	C. Estimated Number of Serving Days	D, Unit Price	E. Total Price
Breakfast	65	240	\$.50	\$7440
Lunch	65	240	\$ 1.00	\$15,600

- A. Sponsor shall indicate which meal types the contractor will be providing meals for during the contract period. If unitized meals will be required, the institution must indicate so by placing "unitized meal" in parentheses after the meal type.
- B. Sponsor shall fill in the estimated number of meals that will be served each day by meal type during the contract period.
- C. Sponsor shall fill in the number of anticipated operating days that meals will be Served during the contract period.
- D. The food service management company shall insert the appropriate unit price for each meal type as indicated by the institution.
- E. Institution shall calculate total price by multiplying B x C x D.

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

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the Sponsor during the term of the contract to secure all its needs from the successful

Contractor and such contract shall bind the contractor to perform all such work ordered by the Sponsor at prices specified in the contract. Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the Sponsor. Evaluation of prices shall be based on the estimated requirements set forth herein.

Requirements Contract

- A. This is a requirements contract for the services specified in the schedule and for the period set forth therein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Sponsor's requirements for services set forth in the Schedule do not result in orders in the amounts of quantities described as "estimated" in the Schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.
 - B. The Sponsor shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.
 - C. The Sponsor may issue orders, which provide for delivery to or performance at multiple destinations.
 - D. The Sponsor shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the schedule will be dependent upon the needs and requirements of the Sponsor.
2. Pricing shall be on the menus described in Schedule B1. All bidders must submit bids on the same menu cycle provided by the Sponsor. Bid price must include price of food, milk, packaging, transportation and all other related costs.

3. Evaluation of Bidders

Each Bidder will be evaluated on the following factors:

- A. Financial capability to perform a contract of the scope required.
- B. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable state and local health, safety and sanitation standards.
- C. Previous experience of the Bidder in performing services similar in nature and scope.
- D. Other factors such as transportation capability, sanitation and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as non-responsive and not considered for award.

4. Unit Price

The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specification and delivery cost to the designated sites. Unit prices shall include taxes but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional cost to the sponsor.

5. Meal Orders

Sponsor will order meals daily and will include breakdown totals for each program and/or age group and each type of meal.

6. Menu Cycle change procedure

Delivered meals shall be delivered daily in accordance with the menu cycle which appears in Schedule B1. Deviation from this menu cycle shall be permitted only upon authorization of the Sponsor. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists, which might prevent the contractor from delivering a specified meal component, he shall notify the Sponsor immediately so menu changes within the food service management company's food cost periodically throughout the contract period.

7. Noncompliance

The Sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications on the contract. The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The Sponsor reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor shall be responsible for any excess cost but will receive no adjustment in the event the meals are procured at a lesser cost. The Sponsor or agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

8. Specifications

A. Packaging

1. Hot Meal Unit-Packaging suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees F or (204c) or higher.
2. Cold Meal unit or Unnecessary to Heat -Container and overlay to be plastic or paper and non-toxic.

B. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24-hours prior to delivery.

C. Food Specifications

Bids are to be submitted on the menu cycle included as Schedule B and shall include, as a minimum, the portions specified by the United States Department of Agriculture for each meal, which are included in Schedule B, to this ITB.

All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a United States Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

Product Specifications: Milk and milk products are defined as "fluid types of pasteurized flavored and unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which meet state and local standards for such milk..." Milk delivered hereunder shall conform to these specifications.

Section F- General Conditions

- A. Delivery shall be made by the contractor to each program in accordance with the order from the sponsor.
- B. Meals shall be daily delivered, unloaded and placed in the program center by the contractor's personnel at each of the locations and times listed in the Schedule A.
- C. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.

- E. The Sponsor reserves the right to modify the program. This shall be done by amendment of the Schedule A. Program modifications will be made no less than one week prior to the required date of service. Any change in transportation cost that occurs because of a change shall be negotiated and noted in the modification.

1. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging in addition to the quality of products.

2. Record Keeping

- A. Delivery tickets must be prepared by the contractor at a minimum in two copies: one for the contractor and one for the Sponsor. Delivery tickets must be itemized to show the number of meals each type delivered to the center. Designees of the Sponsor at each program or home will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the sponsor only if signed by the Sponsor's designee at the program and/or home.
- B. The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
- C. The books and records of the contractor performing to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the state agency, representatives of the United States Department of Agriculture, the Sponsor and the Comptroller general of the United States at any reasonable time and place.

3. Method of Payment

The contractor shall submit its itemized invoice to the Sponsor biweekly, or monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each program and/or home during the preceding two weeks or month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the program and/or the Sponsor.

4. Inspection of Facility

- A. The Sponsor, the state agency and the United States Department of Agriculture reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to present during preparation and delivery of meals.
- B. The contractor's facilities shall be subject to periodic inspections by USDA, state and local health departments and any other agency designated to

inspect meal quality for the state. This will be accomplished in accordance with United States Department of Agriculture regulations.

- c. The contractor shall provide for meals, which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

5. Availability of funds

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

6. Number of meals and delivery times

The contractor must provide exactly the number of meals ordered. Counts of meals will be made before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

7. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Sponsor by telephone of the following. (1) the impossibility of on-site delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than 1 hour after specified meal time.

Emergency circumstances at the program precluding utilization of meals are the concern of the sponsor. The sponsor may cancel orders provided it gives the contractor at least 48 hours' notice.

Adjustments for emergency situations affecting the contractor's ability to deliver meals, or Sponsor's ability to utilize meals, for periods longer than 24-hours will be mutually worked out between the contractor and the Sponsor.

8. Termination

A. The Sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of the contract. The Sponsor shall notify the contractor at specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Sponsor shall have the right, upon written notice, of immediate termination of the contract and the

contractor shall be liable for any damages incurred by the Sponsor. The Sponsor shall negotiate a re-purchase contract on a competitive basis to arrive at a fair and reasonable price.

- B. The Sponsor shall give written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found, by the institution that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employee of the Sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be an issue and may be reviewed in any competent court.

*The Sponsor shall set time in accordance with state agency instructions.

- C. In the event this contract is terminated as provided in paragraph (b) hereof, the Sponsor shall be entitled (1) to pursue the same remedies against tire contractor as it could pursue in the event of a breach of the contract by the contractor, and (2) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such officer or employee.

- D. The rights and remedies of the Sponsors provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- E. Subcontracts and assignments

The contractor shall not subcontract with only one company for the total meal, with or without milk or for the assembly of the meal; and shall not assign, without the advance written consent of the sponsor, his contract or any interest therein

In the event of any assignment, the contractor shall remain liable to the *Sponsor* as principal for the performance of all his obligations under this contract.

SECTION G-General Provisions

1. Equal Opportunity

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

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to, the following: employment, layoff or termination; rates of pay or other forms of compensation, and to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this equal opportunity clause.

- B. The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order to, No. 11246 of September 24, 1965, as amended by executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the contractor's noncompliance with the equal opportunity clause of this contract or with any of these said rules, regulations, or orders, this contract may be cancelled, terminated and suspended, in whole or in part, and the contractor may be declared ineligible for further government contacts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as Provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provision will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request United States to enter into such litigation to protect the

interests of the United States.

2. Clean air and water

(Applicable only if the contract exceeds \$100,000 or the contracting officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,00, or a facility to be used has been the subject of a conviction under the Clean Air Act [41USC 1857c-8(c) (1)] or the Federal Water Pollution Control Act (33USC 1319 (c)) and is listed by EPA, or the contract is not otherwise exempt.]

The contractor agrees as follows:

- 1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (41 USC 1857, et, Seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 USC 1251, et. Seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry reports and information as well as other requirements specified in section 308 of the Air Act and the Water Act, respectively and all regulations and guidelines issued hereunder before the award of this contract.
- 2) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of violating facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- 3) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contact is being performed.
- 4) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a) (4).

B. The terms used in this clause have the following meanings:

- 1) The term "Air Act" means the Clean Air Act, as amended (41 UTC 1857 et. seq., as amended by Public Law 91-604).
- 2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 ct. seq., as amended by Public Law 92-500).
- 3) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitation, orders, controls, prohibitions or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act [42 USC 185Yc-4(J)], an approved implementation procedure or plan under section 112(d) of the Air Act [42 UTC 1857c-7(d)].
- 4) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard or other

requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, an authorized by section 402 of the Water Act (33 USC 1342) or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 USC 1317),

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

- 6) The term “facility” means any building, plant, installation, structure, mine, vessel other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location site of operation contains or includes more than one building, plant, installation or structure, where the Director, Office or Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

3, Clean Air and Water Certification

(Applicable if bid or offer exceeds \$100,000 or the contacting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Water Act [42 USC 1857c—8(c)(1)] or the federal water Pollution Control Act (33 USC 1319©) and is listed by EPA, or is not otherwise exempt,)

The bidder certifies as follows:

- A. Any facility to be utilized in the performance of this proposed contract has (), has not () been listed on the Environmental Protection Agency List of Violating Facilities.
- B. He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, United States Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List at Violating Facilities.
- C. He will include substantially this certification, including this paragraph (c) in every nonexempt subcontract.

4. Energy Policy and Conservation act (P.L. 94 - 163)

Institutions shall insert 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.

CHILD CARE FOOD PROGRAM

SCHEDULE C

Unit Price Schedule

Instructions: The sponsor must complete column A., B., and C, listing each meal type, the estimated number of meals served by type each day and anticipated opening days that meals will be served during the contract period.

The food service management company must complete column D listing the appropriate unit price for each meal type designated- by the sponsor. The sponsor must calculate the total price, column E., by multiplying B x C x D,

Meal Type	Servings Per Day	Estimated number of service days	Unit Price	Total Price
Breakfast with milk	70	247		
Lunch with milk	70	247		
Snack with milk	70	247		