

Food Service Agreement over \$250,000.00

INVITATION FOR BID AND CONTRACT CHILD AND ADULT CARE FOOD PROGRAM

Section A

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

ISSUED BY INSTITUTION

BID OPENING

Page 1 of

NAME	BID ISSUE DATE
ADDRESS	BID NUMBER
	DATE TIME
(Include City, State, Zip Code)	LOCATION
TELEPHONE NUMBER (A/C)	
CONTRACT DATES	TOTAL ESTIMATED AMOUNT OF BID (To be inserted by the bidder)
COMMENCEMENT	
EXPIRATION	PROMPT PAYMENT DISCOUNT (To be inserted by the bidder)
	% for payment within days

BIDDER

NAME	SIGNATURE (IN INK)
ADDRESS	
(Include City, State, Zip Code)	NAME (Print or Type)
TELEPHONE NUMBER (A/C)	TITLE
	DATE

ACCEPTANCE

CONTRACT NO.	DATE
INSTITUTION NAME	
INSTITUTION SIGNATURE	
TITLE	

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

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Section B

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (a)** By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement;
- (a)(1)** The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (a)(2)** Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor;
- (a)(3)** No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition;
- (b)** Each person signing this bid certifies that:
- (b)(1)** He 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, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or
- (b)(2)(i)** 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, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

Signature of Food Service Management Company's Authorized Representative

Title

Date

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

Signature of Authorized Institution Representative
(Accepting a bid does not constitute acceptance of the contract)

NOTE: Institution and Bidder shall execute this Certificate of Independent Price Determination.

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SECTION C - INSTRUCTIONS TO BIDDERS

1. Definitions

As used herein:

- (a) The term "bid" means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- (b) The term "bidder" means a food service 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 an Institution 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 nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the Program.
- (e) The term "Invitation for Bid" hereafter referred to as IFB, means the document through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon the acceptance by the Institution.
- (f) The term "Institution" means the Child and Adult Care Food Program Institution which issues the IFB.
- (g) The term "unitized meal" means an individual proportioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms shall have the meanings ascribed to them in the Child 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 will be at the bidder's risk.
- (b) Bids must 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 the award. The copy marked "original" will be governing should there be a variance between that copy of the bid and the other two copies submitted by the bidder. No change in the specification or general conditions are allowed. Erasures on all copies of the bid must be initialed by the bidder prior to submission.
- (c) A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.

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

3. Explanation to Bidders

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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 will not be binding. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uninformed bidders.

4. 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. Discounts

Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period although not considered in the evaluation of bids. (**Note:** Payment discounts may only be used to determine the low bid when prior experience of the Institution indicates that such discounts are generally taken.)

6. Bidders Having Interest in More Than One Bid

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

7. Time for Receiving Bids

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

8. Errors in Bids

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

9. Award of Contract

- (a) The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the Institution, price and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
- (b) The Institution reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the program and to waive informalities and minor irregularities in bids received.
- (c) The Institution reserved the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.
- (d) The Institution reserves the right to accept any bid within 30 days from the date of bid opening.

10. Late Bids, Modification of Bids or Withdrawal of Bids

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- (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier.
- (b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)
- (d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Institution will be considered at any time it is received and may be accepted.

SECTION D - SCOPE OF SERVICES

- A. Contractor agrees to deliver meals (unitized if applicable) * _____ 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.

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- B.** All meals furnished must meet or exceed U.S. Department of Agriculture requirements set out in Schedule C, attached hereto and made a part hereof.
- C.** Contractor shall furnish meals as ordered by the Institution during the period of ** _____ to * _____. Meals are to be served *** _____ days a week.

- * Insert "inclusive" or "exclusive" as applicable.
 ** Institution shall insert contract commencement date and expiration date.
 *** Institution shall insert appropriate number of serving days.

SECTION E - UNIT PRICE SCHEDULE AND INSTRUCTIONS

- 1.** Bidders are asked to submit prices on the following meal type(s) meeting the contract specifications set forth in Schedule C for meals to be delivered to all of the centers and/or homes stated in Schedule A.

EXAMPLE:

A. Meal Type	B. Estimated Servings Per Day	C. Estimated Number of Serving Days	D. Unit Price	E. Total Price
Breakfast	20	180	\$1.10	\$3,960.00
Lunch (Unitized meal)	50	180	2.00	18,000.00
Snack	20	180	.50	1,800.00

- A.** Institution shall indicated 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 parenthesis after the meal type.
- B.** Institution shall fill in the estimated number of meals that will be served each day by meal type during the contract period.
- C.** Institution 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 Institution during the term of the contract to secure all its needs from the successful contractor and such contract shall bind the contractor to perform all such work ordered by the Institution at prices specified in the contract.

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Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the Institution. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

Requirements Contract:

- (a) This is a requirements contract for the Services specified in the 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 Institution's requirements for services set forth in the Schedule do not result in orders in the amounts or quantities described as "estimated" in the Schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.
- (b) The Institution shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.
- (c) The Institution may issue orders which provide for delivery to or performance at multiple destinations.
- (d) The Institution shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the Schedule will be dependent upon the needs and requirements of the Institution.

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

3. **Evaluation of Bidders** 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. 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 charge to the institution.

5. **Meal Orders** - Institutions will order meals on Wednesday of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each center and/or home and each type of meal.

The Institution reserves the right to increase or decrease the number of meals ordered on 48 hour notice or less if mutually agreed upon between the parties to this contract.

6. **Menu-Cycle Change Procedure** - Delivered meals will be delivered on a daily basis in accordance with the menu cycle which appears in Schedule B. Deviation from this menu cycle shall be permitted only upon authorization of the Institution. 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 Institution immediately so substitutions can be agreed upon. The Institution reserves the right to suggest menu changes within the food service management company's suggested food cost periodically throughout the contract period.

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7. **Noncompliance** - The Institution reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will 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 Institution reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The Institution 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 air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F (204° C) or higher.
2. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and non-toxic.
3. Cartons - Each carton to be labeled. Label to include:
 - (a.) Processor's name and address (plant)
 - (b.) Item identity, meal type
 - (c.) Date of production
 - (d.) Quantity of individual units per carton
4. Meals shall be delivered with the following nonfood items: condiments, straws for milk, napkins, single service ware, etc. Institution shall insert nonfood items that are necessary for the meal to be eaten.

B. Food Preparation

Meals shall be prepared in accordance with state and local health standards.
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, be the portions specified by the U.S. Department of Agriculture for each meal, as included in Schedule C of this IFB.

All meat and meat products, shall have been slaughtered, processed and manufactured in plants inspected under a U.S. 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 or

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unflavored whole milk or low-fat milk, or skim or cultured buttermilk which meet State and local standards for such milk..." Milk delivered hereunder shall conform to these specifications.

Commercially prepared products must bear the "CN" be supported by a manufacturer's product analysis indicating the contribution toward meeting the meal pattern requirement.

SECTION F - GENERAL CONDITIONS

1. Delivery Requirements

- A. Delivery will be made by the contractor to each center and/or home in accordance with the order from the Institution.
- B. Meals are to be delivered daily, unloaded, and placed in the designated center and/or home by the contractor's personnel at each of the locations and times listed in Schedule A.
- C. Meals delivered to outside-school-hours care centers shall be unitized unless otherwise specified.
- D. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
- E. The Institution reserves the right to add or delete centers and/or homes. This shall be done by amendment of Schedule A. Deletion or addition of centers and/or homes will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting centers and/or homes shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that center and/or home.

2. Supervision and Inspection

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

3. Recordkeeping

- A. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the center and/or home personnel, and one for the Institution. Delivery tickets must be itemized to show the number of meals of each type delivered to each center and/or home. Designees of the Institution at each center or home will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Institution only if signed by the Institution's designee at the center or home.
- B. The contractor shall maintain records supported by delivery tickets, invoices, receipts, 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 pertaining to this contract shall be available, for a period of three years from the date of submission of the Institution's 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 U.S. Department of Agriculture, the Institution and the Comptroller General of the United States at any reasonable time and place.

4. Method of Payment

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The contractor shall submit its itemized invoice to the Institution, * _____ as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each center and/or home during the preceding period. Payment will be made on the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the center and/or home representative of the Institution.

The contractor shall be paid by the Sponsor for all meals delivered in accordance with this contract and CACFP regulations. However, neither the Department nor the State agency assumes any liability for payment differences between the number of meals delivered by the contractor and the number of meals served by the Institution that are eligible for reimbursement.

* Institution shall insert "weekly," "bi-weekly," or "monthly."

5. Inspection of Facility

- A. The Institution, the State agency and the U.S. Department of Agriculture reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The contractor's facilities shall be subject to periodic inspections by USDA, State, and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations.
- C. The contractor shall provide for meals which it prepares to be inspected at least one time during the contract period by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

6. Insurance Requirements

The contractor shall carry product casualty and liability insurance (theft, storm, and fire damage, general food safety, and sanitation) on all food and supplies in the contractor's custody or control regardless of their location, in accordance with acceptable industry practices. The insurance carrier shall have a rating of A- or better as rated by the A.M. Best Company. The sponsoring organization or agency shall be an additional named insured agency on the certificate of insurance and all payments for losses shall be made payable jointly to the contractor and the sponsoring organization or agency. The extent of coverage established by the Alabama Department of Education, Child Nutrition Programs shall exceed the amount of the contract by 10% and not more than 25% of the total contract.

Bids shall be accompanied by a statement from an insurance carrier, licensed to conduct business in the state of Alabama, indicating the carrier's agent has reviewed the bid and insurance requirements, can satisfy all required coverage specifying the type of policy/coverage providing said coverage. The successful bidder shall provide proof of insurance to the sponsoring organization or agency within ten working days after receiving the official letter of notification. Coverage shall not lapse during the period of the contract. Contract extension will require proof of insurance for the period of time service is extended according to the contract or amendment made to the contract. Each item below must be covered in writing on the certificate of insurance.

1. The policies must state "all risks," or "special causes of loss," or "broadcast coverage available in the market place" and the dollar value limit.
2. There must be a 30-day cancellation or non-renewal notice rather than ten. This notice must be directed to the sponsoring organization or agency.
3. The certificate of insurance must remove the words "endeavor to" from the cancellation section to reflect a firm commitment toward issuing a written cancellation or non-renewal notice to the certificate holder.
4. The food and supplies used for meeting the terms of the food service contract must be covered using one of the following acceptable terms: marine, cargo, inventory, contents, stock, or warehouse legal liability.

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5. The sponsoring organization or agency shall be provided an endorsed/executed copy of the insurance policies that cover the food and supplies.

License and Fees

The contractor shall be responsible for obtaining all necessary licenses and paying all fees required by local, state, and federal governments. This shall include, but not be limited to licenses required under the applicable Alabama Revenue Code. Information on this license may be obtained from the county probate office.

Performance Guarantees

Contractors will provide performance guarantees in the amount of 10% and not more than 25% of the total contract awarded. The guarantee provided shall be a surety bond issued by a company listed in the Department of Treasury Circular 570 for the current year and licensed to do business in the state of Alabama. The guarantee must have a rating of A- or better as rated by A.M. Best Company. A letter from the bonding company confirming commitment to provide bond coverage in accordance with specification of the Request for Bid shall be included with the bid. In addition to the performance guarantee, the bond shall also provide coverage for failure of the contractor to maintain appropriate records. If either of these situations are discovered during administrative reviews or audits by the State and/or USDA, it will be deemed unfaithful performance and constitute automatic ground for the issuance of payment of the surety bond to the sponsoring organization or agency without additional proof, documentation or evidence. The cost of the guarantee must be included in the bid. The bond, accompanied by a Power of Attorney, must be filed by the successful bidder within ten (10) working days after receiving the letter of notification. The sponsoring organization or agency, or the designee, shall be the custodian of the performance guarantee. The performance guarantee must reference this bid and shall, be made payable to the sponsoring organization or agency. The contractor shall provide continuous coverage for the duration of the contract. If the contract is extended, the contractor shall provide proof of the extension of coverage to the state agency 30 days prior to the date the original coverage guarantee will terminate.

7. Availability of Funds

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

8. Number of Meals and Delivery Times

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

9. Emergencies

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

Emergency circumstances at the center and/or home precluding utilization of meals are the concern of the Institution. The Institution may cancel orders provided it gives the contractor at least 48 hours' notice or less if mutually agreed upon between parties to this contract.

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

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10. Termination

- A. The Institution reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The Institution shall notify the contractor of specific instances of noncompliance in writing. Instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Institution shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- B. The Institution shall, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found, by the Institution that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the Institution with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Institution makes such findings shall be in issue and may be reviewed in any competent court.
- C. In the event this contract is terminated as provided in paragraph (B) hereof, the Institution shall be entitled (1) to pursue the same remedies against the 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 gratuities to any such officer or employee.
- D. The rights and remedies of the Institution 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. Either Party upon _____ days written notification may terminate this contract for cause.

11. Subcontracts and Assignments

The contractor shall not subcontract for the total meal, with or without milk or for the assembly of the meal; and shall not assign, without the advance written consent of the Institution, this contract of any interest therein.

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

SECTION G - GENERAL PROVISIONS

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, national origin, or disability. 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, national origin, or disability. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

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- B.** The contractor will, in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- C.** The contractor will sent to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency's Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D.** The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E.** The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1965, 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 the said rules, regulations, or orders, this contract may be canceled, terminated or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures authorized in Executive Order No. 11246 of September 25, 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 rules, regulations, or other relevant orders by 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 11246 of September 24, 1965, as amended by 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may director as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Clean Air and Water

(Applicable only if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (41 USC 1857c-8(c) (1)) or the Federal Water Pollution Control Act (33 USC 1319(c)) and is listed by the EPA, or the contract is not otherwise exempt.)

- (a.)** The contractor agrees as follows:
 - 1.** To comply with all the requirements of section 114 of the Clean Air Act, as amended (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 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.

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2. That no portion of the work required by this contract will performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless 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 contract is being performed.
 4. To inset 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 USC 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 et seq., as amended by Public Law 92-500).
 3. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 USC 1857 c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d) of the Clean Air Act (42 USC 1857-c6(c)(d)), or an approved implementation procedure under section 112(d) of the Air Act (42 USC 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, as authorized by section 402 of the Water Act (33 USC 1342) or by the local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 USC 1317).
 5. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto..
 6. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

(Applicable only if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (41 USC 1857c-8(c) (1)) or the Federal Water Pollution Control Act (33 USC 1319(c)) and is listed by the EPA, or the contract 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.

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- (b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (c) He will include substantially this certification, including this paragraph (c) in every nonexempt subcontract.

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 conversation plan issued in compliance with P.L. 94-163.

Institution
Food Service Management Company
Child and Adult Care Food Program

SCHEDULE A

Food Service Agreement over \$250,000.00

CENTER AND/OR HOMES WHERE PROGRAM WILL OPERATE

CHILD AND ADULT CARE FOOD PROGRAM

Name of Center and/or Home	Address of Center And/or Home and Telephone Number	Authorized Designee	Type of Meal	Quantity of Meals	Delivery Time For Each Meal	Beginning and end Date of Program at Center and/or Home

Food Service Agreement over \$250,000.00

SCHEDULE B

Eleven Day Menu Cycle

*Institution shall attach a menu cycle for each center and/or home.

Food Service Agreement over \$250,000.00

CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE C U.S. Department of Agriculture Required Meal Patterns

Each meal served shall contain, as a minimum, the indicated food components:



United States Department of Agriculture

Infant Meal Pattern

Breakfast	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk ¹ or formula ²	6-8 fluid ounces breastmilk ¹ or formula ² ; and 0-4 tablespoons infant cereal ^{2,3} meat, fish, poultry, whole egg, cooked dry beans, or cooked dry peas; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-4 ounces or ½ cup of yogurt ⁴ ; or a combination of the above ⁵ ; and 0-2 tablespoons vegetable or fruit or a combination of both ^{5,6}

¹ Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁴ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

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CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE C U.S. Department of Agriculture Required Meal Patterns

Each meal served shall contain, as a minimum, the indicated food components:



Infant Meal Pattern

Lunch and Supper	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk ¹ or formula ²	6-8 fluid ounces breastmilk ¹ or formula ² ; and 0-4 tablespoons infant cereal ^{2,3} meat, fish, poultry, whole egg, cooked dry beans, or cooked dry peas; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-4 ounces or ½cup of yogurt ⁴ ; or a combination of the above ⁵ ; and 0-2 tablespoons vegetable or fruit or a combination of both ^{5,6}

¹Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

²Infant formula and dry infant cereal must be iron-fortified.

³Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁴Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁵A serving of this component is required when the infant is developmentally ready to accept it.

⁶Fruit and vegetable juices must not be served.

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CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE C U.S. Department of Agriculture Required Meal Patterns

Each meal served shall contain, as a minimum, the indicated food components:

Infant Meal Pattern

Snack	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk ¹ or formula ²	2-4 fluid ounces breastmilk ¹ or formula ² ; and 0-½ slice bread ^{3,4} ; or 0-2 crackers ^{3,4} ; or 0-4 tablespoons infant cereal ^{2,3,4} or ready-to-eat breakfast cereal ^{3,4,5,6} ; and 0-2 tablespoons vegetable or fruit, or a combination of both ^{6,7}

¹Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

²Infant formula and dry infant cereal must be iron-fortified.

³Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁴A serving of grains must be whole grain-rich, enriched meal, or enriched flour.

⁵Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁶A serving of this component is required when the infant is developmentally ready to accept it.

⁷Fruit and vegetable juices must not be served.

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CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE C U.S. Department of Agriculture Required Meal Patterns

Each meal served shall contain, as a minimum, the indicated food components:

Breakfast



CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk ³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both ⁴	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq) ^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	½ cup	½ cup	¾ cup	¾ cup

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

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

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

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

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

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

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

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

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ½ cup for children ages 6-12.

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CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE C U.S. Department of Agriculture Required Meal Patterns

Each meal served shall contain, as a minimum, the indicated food components:

Lunch and Supper CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	⅓ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	⅓ cup	¼ cup	½ cup	¼ cup
Grains (oz eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

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

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

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

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

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

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

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

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

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

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

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CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE C U.S. Department of Agriculture Required Meal Patterns

Each meal served shall contain, as a minimum, the indicated food components:

SNACK

CHILD MEAL PATTERN

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

Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage. Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

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

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

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

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

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

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

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

¹⁰ Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

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UNIT PRICE SCHEDULE

MEAL TYPE	ESTIMATED OF	ESTIMATED NUMBER	UNIT PRICE	ESTIMATED
	SERVINGS (MEALS) PER DAY	OF SERVING DAYS PER RANGE		
BREAKFAST				
	ESTIMATED TOTAL			
LUNCH				
	ESTIMATED TOTAL			
SUPPER				
	ESTIMATED TOTAL			
SNACK				
	ESTIMATED TOTAL			