THE CITY OF ROCKFORD ILLINOIS, USA

Finance Department
Central Services Division

INVITATION TO BID
HEAD START SCHOOL MEALS
BID NO.: 516-HS-054

5/27/16

Name of Bidding Firm: _____

Address _____ City: _____ State: ____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Bid Opening Time and Date 11:00 a.m., Local Time, Wednesday, June 22, 2016

Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Bid Deposit/Bid Bond: **NO**
Prevailing Wage **NO**
Performance Bond: **NO**

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

RETURN BIDS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104

BIDS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED

BID RESULTS:

Bid results may be obtained by telephone at (779) 348-7164, by fax at (800) 380-7174, or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.

2. Total versus "Per Item" Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.

3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)–Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.

5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.

6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar the vendor from bidding for a period of up to three years.

7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford

Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating

sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via the City's current Certified Payroll reporting system. No paper copies or non-conforming Certified Payroll reports will be accepted. The City reserves the right to withhold payment due to the awarded vendor until the vendor displays compliance with this provision.

27. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. Apprenticeship Requirement. For construction contracts over $50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and

the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. Compliance with Stormwater Management Ordinance and Environmental Consent Decree. Contractor must comply with the City's Stormwater Management Ordinance. For work performed on the stormwater system, including projects only requiring erosion and sediment control measures, acknowledgement of receipt of the USEPA issued Environmental Consent Decree is required. It is also required that the vendor retain all invoices, work orders and/or other records of work performed in drainage areas for three (3) years beyond the end of the consent decree, estimated to be 12/31/2022. These records are subject to audit and are to be made available immediately upon request by the City or the Federal and State Environmental Protection Agency (EPA). Additionally, there may be other records provided that the vendor will be required to keep on file upon request of the City. Violation of this section and with the City's Stormwater Management Ordinance may result in a fine.

34. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

Acknowledgement of Addenda

By indicating below, we acknowledge receipt of the addenda listed.

Addendum	_____	Date	_____
Addendum	_____	Date	_____
Addendum	_____	Date	_____
Addendum	_____	Date	_____
Addendum	_____	Date	_____

_____

Person, Firm or Corporation

_____

Authorized Signature and Title

Acknowledgement of Stormwater Management Ordinance and Environmental Consent Decree

By indicating below, we acknowledge receipt of the Stormwater Management Ordinance and Environmental Consent Decree. Both documents can be found on the City of Rockford website at http://rockfordil.gov/public-works/engineering-cip/stormwater.aspx

I have been provided access to the City of Rockford Stormwater Management Ordinance and the Environmental Consent Decree and agree to comply with the terms outlined therein.

_____

Person, Firm or Corporation

_____

Authorized Signature and Title

BID REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.

2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.

3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
   Note: The number of employees must be entered under each category (no check marks)

   Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:
   Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.
   Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.
   Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.
   American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.

5. Certificate of Non-Barred Bidding

6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;

b. Withholding or delaying payment on the contractor or;

c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CONTRACTOR OR VENDOR WORKFORCE DATA FORM

BIDDERS NAME: _____

NUMBER OF ALL EMPLOYEES MUST BE ENTERED FOR EACH CATEGORY ---
(No Check Marks Or Bid Will Not Be Accepted)

	MALES					FEMALES				
ALL JOB CLASSIFICATIONS	**W**	**B**	**H**	**A**	**I**	**W**	**B**	**H**	**A**	**I**

W - WHITE B - BLACK H – HISPANIC A - ASIAN OR PACIFIC ISLANDER I - AMERICAN INDIAN

ILLINOIS DEPARTMENT OF HUMAN RIGHTS CERTIFICATION

Our Illinois Department of Human Rights Number is: _____

Must Provide Expiration Date: _____

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise _____ City-Certified? Yes ____ No ____

Women Business Enterprise _____ City Certified? Yes ____ No ____

Neither _____

(Revised 12/21/09)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

THE CITY OF ROCKFORD ILLINOIS, USA

George Davis
Executive Director
Human Services Department

Vendors:

Attached is a copy of the Invitation to Bid and Contract for Purchased Meals for the Child and Adult Care Food Program (CACFP). My institution, City of Rockford Head Start, is accepting bids for meal services. Our program serves children, ages 3-5, in a child care setting. We are soliciting bids for hot pre-plated, hot bulk, cold bulk, vegetarian, allergy meals, and 1% milk for the meal periods of breakfast, AM & PM lunch, and PM snack as defined on schedule A, beginning August 2016.

Any food service vendor bidding on this contract must be willing and able to meet the specifications, terms and conditions of the contract. In addition, the food service vendor must agree to provide accurate and final billing for services to this institution within 30 days following the end of the billing period.

If you wish to submit a bid for the preparation and delivery of meals for this program, read the attached Invitation for Bid and Contract thoroughly and complete the following areas within the contract:

1. Section I, numbers 7-9 and signature area
2. Section II (b)
3. Section III, number 9, if required
4. Section VII, 1 Equal Opportunity Certification
5. Section VII, 2 Clean Air and Water Certification
6. Drug-Free Workplace Certification
7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
8. Certificate Regarding Lobbying
9. Disclosure of Lobbying Activities
10. Bid-Rigging Certification

Bids along with current health inspection report will be received until **11:00 a.m.**, local time, on **June 22, 2016** at the office of the Central Services Manager, City Hall Building, 425 East State Street, 4th floor, Rockford, Illinois 61104. At that time and place all bids received will be publicly opened and read aloud.

If you have any questions regarding the Invitation for Bid and Contract, please contact Anne Wilkerson, Financial Analyst, at 779-348-7466 or anne.wilkerson@rockfordil.gov .

George E. Davis, CCAP
Executive Director

612 North Church Street Rockford, Illinois 61103-6915 USA
(815) 987-5782 (815) 987-5762 fax www.rockfordil.gov
(815) 987-5718 tty

Head Start School Meals
Bid No.: 516-HS-054

1.0 General Scope

The City of Rockford has a need for a provider to prepare and deliver nutritious meals, which includes school breakfast, lunch, snacks, and milk to the two Head Start locations.

2.0 General Requirements

2.1 Determination of Qualified Bidders. All qualified bidders shall have been in business for a minimum of five (5) years.

2.2 Award. The City of Rockford intends to award a contract to the lowest responsive and responsible vendor for providing various Head Start meals and milk. The City of Rockford shall be the sole and final judge regarding the award of contract. This decision is final and will not be subject to recourse by any firm, person, or corporation.

2.3 Contract Length. The contract period shall be from date of award through June 30, 2017. The City of Rockford reserves the right to extend the contract in one (1) year increments for a period of four (4) additional years. The City shall require a probationary period to determine if the Contractor can perform in accordance with the requirements of the contract and to the City's satisfaction. Such test period will be two (2) months and will be conducted under all terms, conditions, and specifications contained in this specification. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the contractor or select another.

2.4 Grant Funded. This contract is limited by the funds provided by the Child and Adult Care Feeding Program (CACFP) and the grant funding provided by Department of Health & Human Services. The funding available for all items listed in this bid is $157,500.

2.5 Price Adjustment. Price adjustments for materials will only be considered at contract renewal. Any requests for price increase must be submitted in writing to the Central Services Manager sixty (60) days prior to contract expiration. Any increases beyond the consumer price index for the time period must be justified by submitting product literature for the specific supplies that explain or justify the price increase. The City will evaluate all requests for increases prior to contract extension and will factor such requests into the decision to renew.

2.6 Bid Form. Pricing shall be based on the sample menu provided. Bid price must include packaging, transportation and all other related costs (e.g., condiments, utensils, etc.). Total Price (d) shall be calculated by multiplying (a) x (b) x (c) as referenced below:

(a) Estimated servings per day
(b) Estimated number of serving days
(c) Unit price
(d) Total price

2.7 Contact. The contact for this bid is Anne Wilkerson, Financial Analyst, at (779) 348-7466 or anne.wilkerson@rockfordil.gov.

3.0 Specific Requirements

3.1 Sample Menu. A sample menu is included in this bid specification. Each vendor shall furnish a price for each meal on the menu.

3.2 Food Specifications. A list of food specifications is included in the bid. Each bidder shall furnish menus that follow the items listed in the food specifications. Each bidder shall furnish a Child Nutrition (CN) label and or a standardized recipe for each menu item.

3.3 Menu Creation. A 12-week cycle menu will be required. Child & Adult Care Feeding Program (CACFP) Feeding Guidelines for ages 3-5 shall be followed. Head Start guidelines require low fat, low sugar, and low salt. No fish or nuts allowed. **Menu translation to Spanish is required.** Menus need to be submitted to Head Start one month in advance.

3.4 Substitutions. Meal substitutions need to be available for vegetarian and allergy. The vendor shall furnish an allergy menu that excludes the following food items dairy, soy, wheat, gluten, nuts, tree nuts, eggs, fish, and shellfish.

3.5 Milk. Option to purchase 8 oz. cartons of 1% and a quart of soy milk is required. Vendor shall specify if rice milk is available.

3.6 Delivery. Deliveries are required to meet the meal schedule at both locations. Dry foods and cold foods can be stored at City sites, but warm meals will need to be delivered on schedule. Per the Illinois Food Sanitation Guidelines, temperature will need to be maintained at the proper level for each type of food. Food temperatures shall be checked upon delivery. These guidelines could require two deliveries per day.

The meal times are as follows:

AM Breakfast	8:30 AM
AM Schedule Lunch	11:00 AM
PM Schedule Lunch	1:00 PM
PM Schedule Snack	3:30 PM

3.7 Consultation. The contract award vendors, or their representatives, will be available at a reasonable notice for consultation or to consider special requests, as a requirement of the contract.

3.8 Menu Changes. Substitutions will be required for vegetarian meals and specific allergies.

3.9 Communication. Upon award of the contract, the contract award vendors will each assign a contact person. It is expected there will be a contact person available by telephone during normal business hours, or that an answering call will be returned to the City of Rockford within thirty (30) minutes.

3.10 Dietitian. A registered or licensed dietitian in the State of Illinois is required to approve menus. Vendor shall furnish proof of a State of Illinois registered or licensed dietitian prior to bid award.

3.11 Invoice. Invoices shall be submitted to the City on a monthly basis for review and payment. The invoice shall include the following information:

- Quantity
- Unit price and total
- Contract number
- Date of delivery

3.12 Invoice Review. The City of Rockford will review each invoice for accuracy. Any irregularities will be brought to the vendor's attention immediately. Irregularities may include erroneous and/or unreasonable materials or supply prices, illegible information, inaccurate information, etc.

3.13 Availability of Funds. The City shall have the option to cancel this contract if the federal government withdraws funding to support the Head Start program.

3.14 Ordering. Meals shall be ordered one month in advance. Orders will be placed for the total number of days in the succeeding month and will include breakdown totals for each center and each type of meal.

3.15 Delivery. The City expects to acquire meals through this contract via delivery to two specified locations within the City of Rockford. When four-hour notice is provided for school closings, due to inclement weather, food will not be delivered or charged to the City. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the City 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 fifteen (15) minutes after specified meal times. It will be the vendor's responsibility to provide replacement meals for any meals that did not get delivered.

Orton Keyes, 653 Ranger Street, Rockford, IL 61109

Fairgrounds, 902 Acorn Street, Rockford, IL 61101

3.16 Food. Food shall be labeled for which day if delivered for multiple days. Food shall be prepackaged based on required numbers. An additional eight (8) servings will be provided in bulk.

3.17 Packaging.

3.17.1 Hot meal unit packaging shall be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of nontoxic material, and be capable of withstanding temperatures of 400 degrees Fahrenheit or higher.

3.17.2 Cold meal unit packaging shall be plastic or paper and nontoxic.

3.17.3 Meals shall be delivered with the following nonfood items: condiments, straws, napkins, single service ware, etc.

3.17.4 Sandwiches shall be individually wrapped in plastic, cellophane or waxed paper bag prior to placement in total meal package.

3.17.5 All containers holding wet or moist products must be designed against seepage, spilling or leaking.

3.18 Food Preparation. Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. All fruits and vegetables must be washed thoroughly during handling or before packaging.

3.19 Facility Inspection. Contractor shall provide for meals which it prepares to be periodically inspected by the local health department or 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. Vendor shall submit a health inspection report with the bid proposal. City reserves the right to have staff be present during preparation and delivery of meals.

Head Start School Meals
Bid No.: 516-HS-054
Bid Form

We bid as follows:

Meal Type	Estimated Meals per Day	Estimated Number of Serving Days	Unit Price	Total Price
Breakfast	196	128	$	$
Friday Breakfast	23	40	$	$
AM Schedule Lunch	196	128	$	$
Friday Schedule AM Lunch	23	40	$	$
PM Schedule Lunch	196	128	$	$
PM Schedule Snack	196	128	$	$
Friday PM Schedule Lunch	23	40	$	$
8 oz. container 1% milk	724	128	$	$
8 oz. container 1% milk	23	40	$	$
1 Qt. container soy milk	40	128	$	$
1 Qt. rice milk (If available)	15	128	$	$
TOTAL BID				$

_____
Person, Firm or Corporation

_____
Authorized Signature and Title

CHILD AND ADULT CARE FOOD PROGRAM

SECTION I — INVITATION FOR BID AND CONTRACT

This document contains an invitation to bid for the furnishing of meals (unitized if applicable) to be served to children participating 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 the Institution.

The Illinois State Board of Education does not in any way become a party to any contract between a sponsor or center and a vendor. The sponsor or center has full responsibility for ensuring that the terms of the contract are fulfilled. The Illinois State Board of Education has no involvement with the enforcement of the contract; however, payment can be denied for all meals received under an invalid contract.

SOLICITING INSTITUTION

1. NAME OF INSTITUTION City of Rockford Head Start			2. BID NUMBER 516-HS-054
STREET ADDRESS 612 N. Church			3. BID OPENING DATE June 22, 2016 — TIME 11:00 AM
CITY Rockford	STATE IL	ZIP CODE 61103	BID OPENING LOCATION 425 E. State Street 4th Floor Finance Dept.
TELEPHONE NUMBER 779-348-7535			4. CONTRACT COMMENCEMENT DATE TBD- Date Bid is awarded
FOR INFORMATION CALL 779-348-7466			5. CONTRACT EXPIRATION DATE June 30, 2017

6. MEAL TYPE (Bulk or Unitized)	ESTIMATED MEALS PER DAY	ESTIMATED NUMBER OF SERVING DAYS	7. UNIT PRICE	TOTAL PRICE
Breakfast	Please See	HS Bid Form		
AM Supplement				
Lunch	Please See	HS Bid Form		
PM Supplement	Please See	HS Bid Form		
Supper				

8. BIDDER (Complete shaded area.)	9. Total Estimated Amount of Bid
	PROMPT PAYMENT DISCOUNT ____ % for payment within ____ days

By submission of this bid, the bidder certifies that, in the event he/she receives an award under this solicitation, he/she shall operate in accordance with all applicable, current program regulations. This agreement shall be in effect for the time period specified above, and not to exceed one year and may be renewed by mutual agreement with options to renew yearly, not to exceed four additional years.*

Date — *Signature of Bidder* (in ink)

Title — *Telephone*

ACCEPTANCE OF CONTRACT

NAME OF INSTITUTION — CONTRACT NO.

Date — *Signature of Institution's Representative* — *Title*

*Refer to Section VI-9

SECTION II CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Institution and bidder shall execute this Certificate of Independent Price Determination.

BIDDER:

(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 organizations, that in connection with this procurement:

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

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

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

(b) Each person signing this bid certifies that

THE BIDDER IS TO INDICATE WHICH IS APPLICABLE:

☐ 1. 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/she has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above.

☐ 2. He/she 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/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above and as their agent does hereby so certify: and he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

_____
Signature of Bidder

_____ _____
Date *Title*

INSTITUTION:
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.
(Accepting a bid does not constitute acceptance of the contract.)

_____ _____
Date *Signature of Institution's Authorized Representative*

SECTION III—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 vendor 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 U.S. Department of Agriculture (USDA).

(d) The term "food service vendor" 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 soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the institution.

(f) The term "Institution" means the Child and Adult Care Food Program institution which issues this 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 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. The copy marked "original" shall be governing should there be a variance between that copy of the bid and other copies submitted by the bidder. **No changes in the specifications or general conditions are allowed**. Erasures on this bid shall be initialed by the bidder prior to submission.

(c) A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.

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

3. Explanation to Bidders

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 an IFB shall be furnished to all prospective bidders as an amendment to 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. Acknowledgment of Amendments to IFBs

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

5. Discounts

Although a blank is provided for a time discount, prompt-payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (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, either 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 shall be at the bidder's own risk and he/she cannot secure relief on the plea of error.

Section III – Instructions to Bidders

9. Bid Bond and Performance Bond

The Institution has the option to require a bid bond and/or a performance bond. The Institution has indicated their requirements below:

(α) Bid bond: required (check one) (yes)☐ (no)☑

The bidder shall submit with his/her bid a bid bond in the amount of ____ * percent of the bid price. Bid bonds will be returned to the successful bidder upon execution of such further contractual documents.

(β) Performance bond: required (check one) (yes)☐ (no)☑

The successful contractor shall provide the Institution with a performance bond in the amount of 10 percent of the contract price. The bond shall be furnished no later than ten days following the award of the contract.

The bid bond and/or performance bond must be obtained from one of the companies listed in the Department of Treasury Circular 570.

**Institution shall insert an amount not less than 5 percent or more than 10 percent. The actual percentage must be determined by the Institution. If the Institution chooses not to require a bid bond, insert N/A.*

10. Award of Contract

(a) The contract will be awarded to the lowest respoinsible bidder meeting the specifications.

(b) The institution reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.

(c) The institution reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract. Other factors that may be considered include, but are not limited to the bidder's integrity, compliance with public policy, and financial and technical resources.

11. Late Bids, Modifications of Bids, or Withdrawals of Bids

(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/her authorized representative, provided his/her identity is made known and he/she 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.)

SECTION IV—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 U.S. Department of Agriculture requirements set out in Schedule C, attached hereto and made a part hereof.

3. Contractor shall furnish meals as ordered by the Institution during the period of August 2016 ** to June 2017 **.

Meals shall be served 5 *** 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 V – Unit Price Schedule and Instructions

1. Bidders are asked to submit prices based on the meal types specified in Section I that meet the menu and contract specifications set forth in Schedule B, Schedule C and Schedule D. The Institution cares for children age 3 to 5 *, with a majority of the children being age 3 to 5 **. The menus provided in Schedule B were written for the majority age group. Meals to be delivered to all of the centers are stated in Schedule A.

**Institution shall insert age range of children in care*

***Institution shall insert majority age range of children in care*

Section I provides a consolidated total of the number of meals by type. For Example, Section I, number 6 would be completed as follows:

a.	Meal Type	Breakfast	Lunch (Unitized Meal)
b.	Estimated Servings Per Day	20	50
c.	Estimated Number of Serving Days	255	255
d.	Unit Price	$. 73	$ 1.10
e.	Total Price	$ 3,723	$ 14,025

(a) Institution shall indicate which meal types the contractor will provide meals 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 to be served each day by meal type during the contract period.

(c) Institution shall fill in the number of anticipated serving days meals will be served during the contract period.

(d) The food service vendor shall insert the appropriate unit price for each meal type as indicated by the Institution.

(e) The food service vendor shall calculate total price by multiplying (b) x (c) x (d).

NOTE: In the event of 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. 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 Section I 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 Section I do not result in orders in the amounts or quantities described as "estimated" in the Section I, 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 any minimum number of requirements.

(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 Section I will be dependent upon the needs and requirements of the Institution.

2. Pricing

Pricing shall be based on the menus provided in Schedule B. All bidders must submit bids based on the same menu cycle provided by the Institution. The bid price must include the 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) Integrity, compliance with public policy, record of past performance, and financial and technical resources.

(d) Other factors such as transportation capability, sanitation, and packaging.

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

4. **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 specifications and delivery cost to the designated sites. Unit prices shall include taxes but any charges or taxes 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 each type of meal.

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

6. **Menu-Cycle Change Procedure**

The contractor shall adhere to the eleven day cycle menu(s) and portion sizes specified by the Institution in Schedule B for at least the first eleven days of the meal service. Thereafter, deviation from the menu cycle shall be permitted only upon authorization of the Institution. Menu changes may be made only when agreed upon by both parties. The meals must continue to meet or exceed the required meal pattern as listed in Schedule C. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he/she shall notify the Institution immediately so substitutions can be agreed upon. The Institution reserves the right to request menu changes within the contractor's food cost periodically throughout the contract period.

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 shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, meals rejected because they do not comply with the specifications, and meals delivered in unsanitary conditions, such as, incorrect temperatures. The Institution 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 Institution or agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reason(s) 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 nontoxic 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 nontoxic.

3. Cartons—Each carton shall 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, napkins, single service ware, etc. Institution shall insert nonfood items that are necessary for the meal to be eaten.

5. Sandwiches shall be individually wrapped in a plastic, cellophane or waxed paper bag prior to placement in the total meal package.

6. All containers holding wet or moist products must be designed against seepage, spilling or leaking.

(b) Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. All fruits and vegetables must be washed thoroughly during handling or before packaging.

(c) Food Specifications

Bids are to be submitted based on the menu(s) included in Schedule B, the meal pattern chart included in Schedule C and the food specifications included in Schedule D

(d) Food Substitutions

The contractor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7CFR 15b when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular lunch because of a medical or special dietary need. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, USDA. In the case of a student with disabilities, the statement must be signed by a medical doctor. For students without disabilities, the statement must be signed by a recognized medical authority.

SECTION VI — GENERAL CONDITIONS

1. **Delivery Requirements**

   (a) Delivery shall be made by the contractor to each center in accordance with the order from the institution.

   (b) Meals shall be daily delivered, unloaded, and placed in the designated center 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 ensure 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. This shall be done by amendment of Schedule A. Deletion or addition of centers 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 shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that center.

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. **Record Keeping**

   (a) Delivery tickets must be prepared by the contractor at a minimum of three copies: one for the contractor, one for the center personnel, and one for the Institution. Delivery tickets must be itemized to show the number of meals of each type delivered to each center. Designees of the Institution at each center will check accuracy 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.

   (b) The contractor must submit all invoices incurred pertaining to the center's food service operation within 30 days of the last day of each month or the final day of the program.

   (c) 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.

   (d) The books and records of the contractor pertaining to this contract shall be available for a period of three years plus the current fiscal year or until the final resolution of any audits for inspection and audit by representatives of the Illinois State Board of Education, 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**

   The contractor shall submit its itemized invoice to the Institution biweekly or monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each center 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 center representative of the Institution.

5. **Inspection of Facility**

   (a) The Institution, the Illinois State Board of Education, 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 U.S. 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.

6. **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 already assembled and delivered in accordance with this contract.

7. **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 before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

8. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Institution by telephone or telegram 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 15 minutes hours after specified meal time.

Emergency circumstances at the center 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.

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.

9. Length of Contract/Allowable Price Increase

This contract will be in effect for no longer than one year with options to renew yearly, not to exceed four additional years. Renegotiation of the price charged to the sponsor will be allowed each year to the extent of the Consumer Price Index–All Urban Consumers (CPI-U), U.S. base, as computed and published by the U.S. Department of Labor, December to December previous year average. Before any price increase may be implemented for renewal years, the contractor shall document through a costs analysis, the need for such an increase.

10. Termination

(a) This contract can be terminated for cause by the Institution or the vendor with a sixty-day written notification.

(b) 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.** In 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.

(c) 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 employees 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 an issue and may be reviewed in any competent court.

(d) In the event this contract is terminated as provided in paragraph (b) or (c) hereof, the Institution shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor. In addition, if this contract is terminated under paragraph (c), the Institution shall be entitled to, as a penalty in addition to any other damages, in an amount which shall not be less than three or more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.

(e) The rights and remedies of the institutions 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.

11. 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 Institution, his/her contract or any interest therein.

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

SECTION VII—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, age, disability, 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, age, disability, or national origin. Such action shall include, but not be 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.

(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, age, disability, or national origin.

(c) The contractor will send 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 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 premises 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, accounts, and other material that may be relevant to the investigation, 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 cancelled, 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 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 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 issues 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 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 direct 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 interests of the United States.

Equal Opportunity Certification

The bidder/contractor certifies that he/she is in compliance with the Public Contracts Equal Employment Opportunity/Affirmative Action Programs of the Illinois Department of Human Rights (formerly called the Illinois Fair Employment Practices Commission).

Date	Signature of Authorized Representative, Bidder

2. 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 (42 USC 1857c-8(c) (1) transferred to 42 USC 7413) or the Federal Water Pollution Control Act (33 USC 1319(c)) and is listed by 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 (42 USC 1857, et seq., as amended by Public Law 91-604 transferred to 42 USC 7414) 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.
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/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract 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 meaning:

1. The term "Air Act" means the Clean Air Act, as amended (42 USC 1857 et seq., as amended by Public Law 91-604 transferred to 42 USC 7401 et seq.).
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 1857c-5(d) transferred to 424USC 7410), an approved implementation procedure or plan under section 111 (c) or section 111 (d), respectively, of the Air Act (42 USC 1857c-6(c) (d) transferred to 42 USC, 7411 (c) and (d)), or an approved implementation procedure under section 112(d) of the Clean Air Act (42 USC 1857c-7(d)transferred to 42 USC 7412 (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 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 Clean 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

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, 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.

Date _____ Signature of Authorized Representative, Bidder _____

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

Contractor shall comply with all 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.

4. Contract Work Hours and Safety Standards Act-Overtime Compensation (July 2005)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally-assisted contractors held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until three years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a) (3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officers or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contract or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts which may require or involve the employment of laborers and mechanics, and the Contractor shall require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

ILLINOIS STATE BOARD OF EDUCATION

DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the Drug-Free Workplace Act (30 ILCS 580/1). The Drug-Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug-free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug-free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(d) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug-Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug-Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he or she is authorized to execute this certification on behalf of the designated organization.

_____	_____
Name of Contractor	*Printed Name and Title of Contractor's Authorized Representative*
_____	_____
Date	*Original Signature of Authorized Representative*

ATTACHMENT 8

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

(1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

(2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

(3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;

(4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;

(5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and

(6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name	PR/Award Number or Project Name
Name of Authorized Representative	Title
Original Signature of Authorized Representative	Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at http://epls.arnet.gov/.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ATTACHMENT 9

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization Name	PR/Award Number or Project Name
Name of Authorized Representative	Title
Original Signature of Authorized Representative	Date

ATTACHMENT 9A

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. *(See reverse for public burden disclosure.)*

1. TYPE OF FEDERAL ACTION
☐ a. Contract ☐ b. Grant ☐ c. Cooperative agreement ☐ d. Loan ☐ e. Loan guarantee ☐ f. Loan insurance

2. STATUS OF FEDERAL ACTION
☐ a. Bid/offer/application ☐ b. Initial award ☐ c. Post-award

3. REPORT TYPE
☐ a. Initial filing ☐ b. Material change ☐ For material change only: _____ Year _____ Quarter _____ Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY

☐ Prime ☐ Subawardee, Tier _____, if known _____ Congressional District, if known

5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME

_____Congressional District, if known

6. FEDERAL DEPARTMENT/AGENCY

7. FEDERAL PROGRAM NAME/DESCRIPTION

_____ CFDA Number, if applicable

8. FEDERAL ACTION NUMBER, if known	9. AWARD AMOUNT, if known $ _____
10a. NAME AND ADDRESS OF LOBBYING ENTITY (If individual, last name, first name, MI)	b. INDIVIDUALS PERFORMING SERVICES (Including address if different from No. 10a) (last name, first name, MI)

(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)

11. AMOUNT OF PAYMENT (check all that apply)
$ _____ ☐ Actual ☐ Planned

12. FORM OF PAYMENT (check all that apply)
☐ a. Cash ☐ b. In-kind; specify: nature _____ value _____

13. TYPE OF PAYMENT (check all that apply)
☐ a. Retainer ☐ b. One-time fee ☐ c. Commission
☐ d. Contingent fee ☐ e. Deferred ☐ f. Other, specify _____

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11.

15. ☐ YES ☐ NO CONTINUATION SHEET(S), ISBE 85-37A ATTACHED

16.
Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ORIGINAL SIGNATURE	
PRINT NAME OR TYPE	
TITLE	
TELEPHONE NUMBER	DATE

ISBE 85-37 (9/11)

INSTRUCTIONS FOR COMPLETION OF ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT 9C

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, Illinois 62777-0001

CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES

REPORTING ENTITY

BID-RIGGING CERTIFICATION

_____,
(Agent)

a duly authorized agent of _____
(Contractor)

do hereby certify that neither _____
(Contractor)

no any individual presently affiliated with _____
(Contractor)

has been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (bid-riggin) or Section 33E-4 (bid rotating) of the Illinois Criminal code, contained in Chaper 38 of the Illinois Revised Statutes.

_____
Authorized Agent

_____
Contractor

SCHEDULE A - PROGRAM SITES

NAME AND ADDRESS OF SITE(S) WHERE PROGRAM WILL OPERATE	CONTACT PERSON	TYPE OF MEAL	ESTMATED QUANTITY OF MEALS	DELIVERY TIME FOR EACH MEAL	DATES OF PROGRAM
Name Fairgrounds Address 902 Acorn City, State, Zip Code Rockford, IL 61103 Site Number 48833	Name Faniqua Hughes Telephone (779) 348-7535	Breakfast X AM Snack Lunch X PM Snack X Supper	88 186 88 	7:30 10:30 : 1:00 2:00 	Beginning Date August 2016 Ending Date Ending Date June 2017
Name Orton Keyes Address 653 Ranger City, State, Zip Code Rockford, IL 61109 Site Number 30058	Name Faniqua Hughes Telephone (779) 348-7535	Breakfast X AM Snack Lunch X PM Snack X Supper	108 206 108	7:30 10:30 : 1:00 2:00	Beginning Date August 2016 Ending Date Ending Date June 2017
Name Address City, State, Zip Code Site Number	Name Telephone ( )	Breakfast AM Snack Lunch PM Snack Supper			Beginning Date Ending Date
Name Address City, State, Zip Code Site Number	Name Telephone ( )	Breakfast AM Snack Lunch PM Snack Supper			Beginning Date Ending Date
Name Address City, State, Zip Code Site Number	Name Telephone ( )	Breakfast AM Snack Lunch PM Snack Supper			Beginning Date Ending Date
Name Address City, State, Zip Code Site Number	Name Telephone ( )	Breakfast AM Snack Lunch PM Snack Supper			Beginning Date Ending Date

Schedule C
MEAL CHART for Children
Ages 1 through 12 years
Child and Adult Care Food Program

Illinois State Board of Education
Nutrition and Wellness Programs Division
100 North First Street, W-270
Springfield, Illinois 62777-0001
800-545-7892

MEAL	FOOD COMPONENTS	AGE 1[8] and 2	AGE 3 through 5	AGE 6 through 12
Breakfast	Fluid Milk[1]	1/2 c	3/4 c	1 c
	Juice or Fruit or Vegetable	1/4 c	1/2 c	1/2 c
	Grains/Breads[2] Cold Dry Cereal	½ serving ¼ c or ⅓ oz	½ serving ⅓ c or ½ oz	1 serving ¾ c or 1 oz
Supplement/Snack Select Two Different Components	**Fluid Milk**	1/2 c	1/2 c	1 c
	Juice[3] or Fruit or Vegetable	1/2 c	1/2 c	3/4 c
	Meat or Meat Alternate Meat or Poultry or Fish[4] or Alternate Protein Product[5] Cheese or Egg (large) or Cooked Dry Beans or Dry Peas or Peanut Butter or other Nut/Seed Butters or Nut and/or Seeds or Yogurt—Plain or Sweetened/ Flavored	 1/2 oz 1/2 oz 1/2 oz 1/2 1/8 c 1 T 1/2 oz 1/4 c	 1/2 oz 1/2 oz 1/2 oz 1/2 1/8 c 1 T 1/2 oz 1/4 c	 1 oz 1 oz 1 oz 1/2 1/4 c 2 T 1 oz 1/2 c
	Grains/Breads[2] Cold Dry Cereal	1/2 serving 1/4 c or 1/3 oz	1/2 serving 1/3 c or 1/2 oz	1 serving 3/4 c or 1 oz
Lunch/Supper	**Fluid Milk**	½ c	¾ c	1 c
	Meat or Meat Alternate Meat or Poultry or Fish[4] or Alternate Protein Product[5] Cheese or Egg (large) or Cooked Dry Beans or Dry Peas or Peanut Butter or other Nut/Seed Butters or Nut and/or Seeds[6] or Yogurt—Plain or Sweetened/ Flavored	1 oz 1 oz 1 oz 1/2 1/4 c 2 T 1/2 oz 1/2 c	1 1/2 oz 1 1/2 oz 1 1/2 oz 3/4 3/8 c 3 T 3/4 oz 3/4 c	2 oz 2 oz 2 oz 1 1/2 c 4 T 1 oz 1 c
	Vegetables and/or Fruits[7] (2 or more)	1/4 c total	1/2 c total	3/4 c total
	Grains/Breads[2] Cold Dry Cereal	1/2 serving 1/4 c or 1/3 oz	1/2 serving 1/3 c or 1/2 oz	1 serving 3/4 c or 1 oz

[1] Children two years and older must be offered fat-free (skim) or low-fat (Skim) fluid milk. Serving whole milk to children between the ages of 1 and 2 years is recommended. (12 months through [2]3 months).

[2] Refer to the Grains/Breads Chart.

[3] Juice may not be served when milk is served as the only other component.

[4] Edible portions as served.

[5] A manufacturer supplying an alternate protein product must provide documentation that the product meets all the following criteria.

- Processed so that some portion of the non-protein constituents of the food is removed;
- Safe and suitable edible products produced from plant or animal sources;
- Produced so the biological quality of the protein is at least 80 percent that of casein; and
- Contain at least 18 percent protein by weight when fully hydrated or formulated.

[6] Nuts or seeds may not constitute more than 50 percent of the requirement. Instead, nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combination, one ounce of nuts or seeds is equal to one-ounce cooked lean meat, poultry, or fish.

[7] Full-strength vegetable or fruit juice may be counted to meet not more than one-half of the requirements.

[8] For a period of one month, while a 12-month-old child is weaning from infant formula to cow's milk; one or both beverages may be served to claim the meal for reimbursement. A child receiving infant formula and not in the weaning stage must have a signed Medical Exception Statement for Food Substitution on file in order for meals to be claimed for reimbursement. Also, expressed breast milk can continue to be offered to a child over one year of age in place of cow's milk, since it is an alternate type of milk.

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September 2011

ISBE 69-99 BID-CACFP (9/12)

GRAINS/BREADS REQUIREMENTS

CRITERIA FOR DETERMINING ACCEPTABLE GRAINS/BREADS
The item must be enriched or whole-grain or made from enriched or whole-grain, meal or flour. If it is a cereal, the product must be enriched, whole-grain, or fortified.

CRITERIA FOR DETERMINING MINIMUM SERVING SIZES IN RECIPES
The Grains/Breads Chart lists equivalent, minimum, serving sizes for a wide variety of grain/bread products. In lieu of using the minimum serving sizes listed in the chart, the contribution of a recipe may be calculated to determine the number of grains/breads servings the recipe provides. The crediting of a food item as a grains/breads serving is determined by the total amount of enriched or whole-grain meal and/or flour in the recipe divided by the number of servings the recipe yields. The amount of enriched or whole-grain meal and/or flour contained in each serving is then divided by 14.75 grams. Examples of enriched or whole-grain meal and/or flour would include enriched wheat flour, whole wheat, bran, germ, corn, or oatmeal (ground from whole grain), and enriched corn flour.

CRITERIA FOR DETERMINING MINIMUM SERVING SIZES IN GRAINS/BREADS CHART
The following Grains/Breads Chart has been divided into nine groups. The required weight for each group is based on the key nutrients in one slice of bread (25 grams or 0.9 ounce) or an equal amount (14.75 grams) of enriched or whole-grain meal and/or flour. Within each group all bread items have approximately the same nutrient and grain content in each serving. Items with fillings, toppings, etc. require larger serving sizes to meet the minimum grain content.

GRAINS/BREADS CHART

Some of the following foods, or their accompaniments, may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

GROUP A	MINIMUM SERVING SIZE FOR GROUP A
• Breading-Type Coating • Bread Sticks, *hard* • Chow Mein Noodles • Crackers, *saltines, snack* • Croutons • Melba Toast • Pretzels, *hard* • Rye Wafers • Stuffing, *dry*	1 serving = 20 g or 0.7 oz ¾ serving = 15 g or 0.5 oz ½ serving = 10 g or 0.4 oz ¼ serving = 5 g or 0.2 oz
GROUP B	**MINIMUM SERVING SIZE FOR GROUP B**
• Bagels or Bagel Chips • Batter-Type Coating • Biscuits • Breads, *white, wheat, whole wheat, French, Italian* • Buns, *hamburger, hot dog* • Crackers, *graham (all shapes), animal* • Egg Roll Skins or Wonton Wrappers • English Muffins • Pita Bread, *white, wheat, whole wheat* • Pizza Crust • Pretzels, *soft* • Rolls, *white, wheat, whole wheat, potato* • Tortillas, *wheat, corn* • Tortilla Chips, *wheat, corn* • Taco Shells	1 serving = 25 g or 0.9 oz ¾ serving = 19 g or 0.7 oz ½ serving = 13 g or 0.5 oz ¼ serving = 6 g or 0.2 oz

GROUP C	MINIMUM SERVING SIZE FOR GROUP C
Cookies[1], plain • Cornbread • Corn Muffins Crust[2] • Crepes • Croissants • Hush Puppies • Pancakes • Popovers • Sopapillas • Turnover Crust[2] • Waffles • Pie Crust, dessert pies[1], meat/meat alternate pies	1 serving = 31 g or 1.1 oz ¾ serving = 23 g or 0.8 oz ½ serving = 16 g or 0.6 oz ¼ serving = 8 g or 0.3 oz
GROUP D	**MINIMUM SERVING SIZE FOR GROUP D**
• Doughnuts[2], *cake and yeast, raised, unfrosted* • Granola Bars[2], *plain* • Muffins, all but corn • Quick Breads • Sweet Roll, Sticky Buns, Cinnamon Rolls, Danish Pastries, Caramel Rolls[2], *unfrosted* • Toaster Pastry[2], *unfrosted*	1 serving = 50 g or 1.8 oz ¾ serving = 38 g or 1.3 oz ½ serving = 25 g or 0.9 oz ¼ serving = 13 g or 0.5 oz
GROUP E	**MINIMUM SERVING SIZE FOR GROUP E**
• Cookies[1], *with nuts, raisins, chocolate pieces, fillings, and/or fruit purees* • Doughnuts[2], *cake and yeast, raised, frosted or glazed* • French Toast • Grain Fruit Bars • Granola Bars[2], *with nuts, raisins, chocolate pieces, and/or fruit* • Scones • Sweet Rolls, Sticky Buns, Cinnamon Rolls, Danish Pastries, Caramel Rolls[2], *frosted* • Toaster Pastry[2], *frosted*	1 serving = 63 g or 2.2 oz ¾ serving = 47 g or 1.7 oz ½ serving = 31 g or 1.1 oz ¼ serving = 16 g or 0.6 oz
GROUP F	**MINIMUM SERVING SIZE FOR GROUP F**
• Cake[1]- plain, *unfrosted* • Coffee Cake[2]	1 serving = 75 g or 2.7 oz ¾ serving = 56 g or 2 oz ½ serving = 38 g or 1.3 oz ¼ serving = 19 g or 0.7 oz
GROUP G	**MINIMUM SERVING SIZE FOR GROUP G**
• Brownies[1], *plain* • Cake[1]—all varieties, *frosted*	1 serving = 115 g or 4 oz ¾ serving = 86 g or 3 oz ½ serving = 58 g or 2 oz ¼ serving = 29 g or 1 oz
GROUP H	**MINIMUM SERVING SIZE FOR GROUP H**
• Barley • Breakfast Cereals, *cooked* • Bulgur, *cracked wheat* • Corn Grits • Macaroni, *all shapes* • Noodles, egg - *all varieties* • Pasta, *all shapes* • Ravioli, *noodle only* • Rice, *enriched white or brown*	1 serving = ½ c cooked or 25 g or 0.9 oz dry ¾ serving = ⅜ c cooked or 19 g or 0.7 oz dry ½ serving = ¼ c cooked or 13 g or 0.5 oz dry ¼ serving = 2 T cooked or 6 g or 0.2 oz dry
GROUP I	**MINIMUM SERVING SIZE FOR GROUP I**
• Breakfast Cereal[3], *dry* • Rice Cakes	1 serving = ¾ c or 1 oz, whichever is less ½ serving = ⅓ c or 0.5 oz, whichever is less

[1] Allowed only as a dessert for a snack.
[2] Allowed for breakfast and/or snack.
[3] Refer to Meal Pattern for Children Ages 1-12 years for the appropriate serving size for children ages 1 and 2.

Head Start Breakfast Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1/3c Rice Crispies 1/2c Tropical Fruit 1% Milk	1 Pancakes 2 tsp Syrup ½ Fresh Orange 1% Milk	1 slice Raisin Bread 2 tsp Grape Jelly ½ Fresh Apple 1% Milk	1 Banana Oatmeal Bar 1/2c Tropical Fruit 1% Milk	1/2 Whole Wheat Bagel 2 tsp Strawberry Preserve 1/2c Applesauce 1% Milk
1/3c Corn Flakes 1/2 Fresh Apple 1% Milk	1/2 Blueberry Bagel 2 tsp Strawberry Preserve 1/2 Fresh Orange 1% Milk	1/3c Toasted Oats 1/2c Pineapple Chunks 1% Milk	1/2 Raisin Bread 2 tsp Grape Jelly 1/2c Tropical Fruit 1% Milk	1/3c Rice Crispies 1/2c Diced Pears 1% Milk
2 tbsp. Granola 1/4c Yogurt 1/2 Fresh Apple 1% Milk	1 Strawberry Oatmeal Bar 1/2c Tropical Fruit 1% Milk	1 Mini Bagel 2 tsp Grape Jelly 1/2c Cinnamon Applesauce 1% Milk	1 Pancakes 2 tsp Syrup 1/2c Pineapple Chunks 1% Milk	1/2 English Muffin 2 tsp Strawberry Preserve 1/2c Tropical Fruit 1% Milk
1/3c Corn Puff Cereal 1/2c Applesauce 1% Milk	1 Mini Bagel 2tsp Grape Jelly 1/2c Tropical Fruit 1% Milk	1 Soft Apple Oatmeal Bar 1/2 Fresh Apple 1% Milk	1/3c Corn Flakes 1/2 Banana 1% Milk	1/2 Blueberry Bagel 2 tsp Strawberry Preserve 1/2 c Pineapple Chunks 1% Milk

All Milk should be 1% 8 fluid ounces

Head Start Lunch Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 1/2oz BBQ Meatballs 1/3c Steamed Brown Rice 1/4c Peas & Carrots 1/2 Fresh Apple 1/2 Wheat Bread %1 Milk	1 1/2oz Macaroni & Cheese 1/4c Cucumber 2tsp Ranch Dip 1/4c Tropical Fruit 1/2 Wheat Dinner Roll 1% Milk	1 1/2oz Chicken "Fried" Rice 1/4c Cauliflower 1/2 Fresh Orange 1/2 Rye Bread 1% Milk	Baked Mostaccioli with11/2oz ground beef meat sauce and cheese 4 pcs Baby Carrots 2 tsp Ranch Dip 1/4c Pineapple Chunks 1 Italian Bread 1% Milk	1 1/2oz Chicken Marinara 1/2c Penne Pasta 1/4c Mixed Vegetable 1/4c Diced Pears 1/2 Wheat Bread 1% Milk
Parmesan Noodles with11/2oz Chicken 1/4c Fresh Steamed Broccoli 1/4c Tropical Fruit 1/2 Wheat Dinner Roll 1% Milk	11/2oz Beef Taco 1 tbsp. Shredded Cheddar Cheese 1/4c Shredded Lettuce 1/4c Green Beans 1/2 Banana 1 Soft Flour Tortilla 1% Milk	11/2oz Chicken Quesadilla 1/2c Lettuce Salad 2tsp Italian Dressing 1/4c Mandarin Oranges 1% Milk	11/2oz Jr. Bean Burrito 1/4c Shredded Lettuce 1/3c Steamed Brown Rice 1/4c Celery Sticks 2tsp Ranch Dip 1/2 Fresh Apple 1 Soft Flour Tortilla 1% Milk	11/2oz Cheeseburger Casserole 1/4c Green Beans 1/4c Tropical Fruit 1 Italian Bread 1% Milk
11/2oz Fiesta Chicken 1/3c Steamed Brown Rice 1/4c Broccoli 2tsp Ranch Dip 1/4c Applesauce 1/2 Wheat Bread 1% Milk	11/2oz Hawaiian Meatballs 1/4c Mashed Potatoes 1/4c Corn 1/2 Banana 1/2 Wheat Dinner Roll 1% Milk	11/2oz Light Turkey Corn Dog 1/4c Green Beans 1/2 Apple Wedges 1% Milk	11/2oz Chicken and Rice Bake 1/4c Peas 1/2 Banana 1/2 Wheat Bread 1% Milk	Spaghetti & 1 1/2oz Meatballs Marinara Sauce 1/4c Fresh Steamed Broccoli 1/2 Fresh Apple 1 Italian Bread 1% Milk
11/2oz Chicken Patties on Bun 1 Corn on the cob 1/4c Diced Pears 1% Milk	Pizza Noodle Bake with11/2oz ground beef meat sauce and cheese 1/2c Tossed Salad 2tsp Ranch Dressing 1/4c Applesauce 1/2 Wheat Bread 1% Milk	11/2oz BBQ Chicken 1/4c Mashed Potatoes 1/4c Mixed Vegetable 1/2 Fresh Orange 1/2 Wheat Dinner Roll 1% Milk	1 1/2oz Meatballs Au Jus 1/3c Steamed Brown Rice 1/4c Peas & Carrots 1/2 Banana 1 Italian Bread 1% Milk	11/2oz Sloppy Joe 1/4c Diced Parsley Potatoes 1/4c Green Beans 1/2 Fresh Pear 1 Mini Wheat Hamburger Bun 1% Milk

All Milk should be 1% 8 fluid ounces

Head Start Snack Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1/4c Vanilla Yogurt 1/2c Diced Pears	1 whole lg. Graham Crackers 1/2c Cranberry Applesauce	1 slice Sliced Turkey 2 tsp Mustard 1 slice Wheat Bread	7 pcs (1/4c) Animal Crackers 1/2 Banana	4 Vanilla Wafers 1/4c Vanilla Yogurt
1 Soft Strawberry Oatmeal Bar 1/2c Applesauce	1/4c Vanilla Yogurt 2 tbsp. Granola	1/8c Hummus 4 pieces Saltine Crackers	1/4c (8 pcs.)Pretzels twists 1 slice Cheese	1 piece Apple Cinnamon Waffle Snaps 1/2c Diced Peaches
7 pcs (1/4c) Animal Crackers 1/4c Vanilla Yogurt	1 slice Sliced Turkey 2 tsp Mustard 1 slice Wheat Bread	4 Vanilla Wafers 1/2 Banana	1 Banana Oatmeal Bar 1/2c Diced Peaches	1/4c Vanilla Yogurt 1/2c Diced Pears
1 bag Strawberry Yogurt Simply Chex 1/2c Diced Peaches	1 Soft Blueberry Pomegranate Bar 1/2 Banana	3-4 pieces Baby Carrots 2tsp Ranch Dressing	1pkg Cheese Cracker Sandwich 1/2c Peachy Applesauce	1/4c Vanilla Yogurt 2 tbsp. Granola

FOOD SPECIFICATIONS

Child and Adult Care Food Program

Meat/Meat Alternate Components

All meat and meat products shall be from plants under continuous USDA processing and inspection and shall be so identified.

Beef Bologna	Meets Institutional Meat Product Specification #801, sliced half-ounce each piece, beef, pork, (beef is predominant) no meat by-products, cereals, or extenders.
Beef Salami	Meets Institutional Meat Product Specification #804, sliced half-ounce each piece, beef, pork, (beef is predominant) no pepper corns, no meat by-products, cereals, or extenders.
American Pasteurized or Swiss Processed Cheese	Sliced one-ounce pieces.
Beef Frankfurter	Meets Institutional Meat Product Specification #800. Beef only—containing skeletal meat only, no binders, extenders, or by-products used. Not more than 30 percent fat. Each frankfurter must weigh two ounces raw.
Oven-Fried Chicken Leg	Breaded, fried U.S. Grade A. The batter/breading shall consist of a flour-type base with other ingredients as needed to produce desirable texture, flavor, and color. The pick-up of batter and breading prior to frying shall be approximately 14–16 percent of the weight of the chicken. Chicken should be processed in vegetable oil for at least two minutes at 325°F. The finished fried chicken should have an internal temperature of 185°F (dark meat). After frying, the chicken should be immediately chilled and quick-frozen. The finished product should be uniformly covered with batter and breading and have a uniform brown color. The product should be free from burnt areas. The edible portion of the chicken exclusive of breading, skin, and bone must be two ounces cooked weight.
Turkey Roll	Processed from U.S. Grade II or better quality. Each roll shall be composed of natural proportions of light and dark turkey meat and skins of turkeys (not to exceed 15 percent of total weight). The product shall be free of all tendons, cartilages, large blood vessels, blood clots, and discolorations. Moisture content 69–72 percent of cooked product.

Luncheon Meat	Meets Institutional Purchase Specification #805, no meat by-products or nonfat dry milk can be added, sliced one-ounce portions.
Pizza	Sausage and cheese with tomato sauce shall contain .5 ounces cooked meat, 1.5 ounces cheddar cheese, 1.6 ounces enriched pizza crust (size 4" x 6"), 1.4 ounces of tomato sauce. Each portion shall weigh five ounces.
Beef Patty	Meets Institutional Meat Purchase Specification #1136, Beef U.S. Grade Good or Better not to exceed 25 percent fat, 2.67 ounce patty, six patties per pound, no soy, meat by-products, binders, or extenders. Meat shall be free of bone.
Roast Beef	Sliced U.S. Choice—when specified wafer thin, shall not be less than eight slices per two-ounce portion.
Meat Loaf	Sliced in one-ounce portions per two-ounce sandwich; percentage of additives of protein (meat or vegetable protein) may be counted in the total protein allowance.
Fruit/Vegetable Components	
Pineapple Juice	Must be 100 percent fruit juice, unsweetened, U.S. Grade A, packed in individual containers of four ounces each.
Diced Peaches in Gelatin	Peaches, cling, diced U.S. Grade 8, light syrup, drained volume of peaches equaling ¼ cup in six ounces of lime gelatin.
Polish Dill Pickles	U.S. Grade 8 or better, whole pickles, size of each (medium) pickle 2¾" to 3½", uniform in size and shape, texture firm and crisp, no soft, slippery, or hollow centers. Pickles free from objectionable odors (¼ cup serving).
Pears	U.S. Grade 1. Size medium, 135 or 150 count (2½" diameter) well formed, smooth fruit, free from scars. Pears shall not be shriveled near stem (½ cup serving).
Banana	100–125 count. Fruit shall be plump, firm, bright colored, free from scars and bruises. There shall be no discolored skins (½ cup serving).
Carrots/Pineapple in Orange Gelatin	Shredded carrots—good orange color, free of green color. Crushed pineapple—drained, U.S. Grade 8 packed in juice. It shall be reasonably free from defects and blemishes and have uniform ripeness (¼ cup serving before gelatin is added).
Apple Juice	Shall be 100 percent juice. U.S. Grade A, unsweetened, packed in individual containers of four ounces.

Fruit Cocktail	U.S. Grade 8, light syrup. Fruit cocktail should contain not less nor more than: 30–50 percent peaches 25–45 percent pears 6–16 percent pineapple 6–20 percent grapes (seedless) 2–6 percent cherries
Orange Juice	100 percent orange juice, unsweetened, four-ounce portion.
Applesauce	Sweetened, spiced with cinnamon. U.S. Grade A fancy, made from comminuted apples. The product shall be free of off flavors, seeds, flecks from bruised portions, peels, or inedible tissue.
Raisins	Dehydrated, regular moisture Thompson seedless, individual packages of 1.3 ounces, U.S. Grade A, small (¼ cup serving).
Nectarine	80 count, medium size, 2½" diameter fruit shall not be hard, dull, or shriveled (½ cup serving).
Pineapple/Orange Juice	U.S. Grade A unsweetened, 100 percent juice, packaged in individual containers of four fluid ounces.
Fresh Peach	84 count, small, 2⅛" diameter, fruit shall be firm, not hard, with a yellowish cast rather than distinctly green (⅛ cup serving).
Apples	U.S. Grade 1 2¾" diameter, 100 count red delicious, Jonathan, or golden delicious (½ cup serving).
Oranges	Medium orange; California or Arizona, 113 count; Florida or Texas, 125 count (½ cup serving).
Cole Slaw	¼ cup raw chopped vegetable with vinegar and oil or sweet and sour dressing.
French Fries	Made with U.S. Grade A potatoes, ⅛" diameter, 3" long, straight cut, oven brown.
Plums	2" diameter (two per serving) fairly firm to slightly soft stage of ripeness (½ cup serving).

Grain/Bread Components

All breads shall be whole grain or enriched breads as required by the USDA.

Spolentino Bun	Enriched, need size and weight of product.
Frankfurter Bun	Enriched flour, each roll weighs 40 grams or 1. ounces.
Dinner Roll	2½" to 3" inches diameter. Enriched flour with minimum weight of 25 grams.
White Bread	From enriched flour, must contain 62 percent tot solids, weight of each slice must be 28 grams or on

	ounce. Loaf: Pullman Sandwich sliced—16 slices pe pound.
Kaiser Roll	2½" to 3" diameter. Made from enriched flour. One rc must weigh 57 grams or two ounces.
Wheat Bread	Made from whole wheat flour and enriched white flou Each slice must weigh 28 grams or one ounce.

Condiments

1. Salad Dressing Packet
2. Mustard Packet
3. Ketchup Packet
4. Jelly Packet

Milk

1. Unflavored, 1%, eight fluid ounces in half-pint cartons, homogenized, pasteurized, vitamin A and D fortified. Meets state, local, and federal specifications, Grade A.

List of Bidders/Vendors 2016
City of Rockford Human Services Department
Head Start Program

Community Kitchen, Inc.
405 Kilburn Ave.
Rockford, IL 61101

Community Action Partnership of Lake County
1200 Glen Flora Ave.
Waukegan, IL 60085

Gourmet Gorilla
Attn: Danielle Herzig
942 West Huron Street
Chicago, IL 60642

Preferred Meal Systems, Inc.
Attn: Jim Drumm
5240 St. Charles Road
Berkeley, IL 60163

Quality Catering
Attn: Janet Alikpala
4005 Porett Drive
Gurnee, IL 60031

CL Swanson Corporation
3337 Publishers Drive
Rockford, IL 61109