



Chicanos Por La Causa
Institution Name

072634
CTD Number

**Arizona Department of Education
CACFP Catering Contract Agreement Checklist**

Please turn in this checklist along with your catering contract and related documents. Answer the questions and check each box for which information and/or documents have been provided.

1. The estimated contract dollar amount for one (1) year? \$12,432.00
2. How many quotes did you evaluate? 3
3. Catering Company: Eloy Elementary School District #11
4. Provide the following signed certifications/documents:
 - Caterer's Current Health Certifications (section 1.11 of contract)
 - Caterer's Permit to Operate (section 1.12 of contract)
 - Certification of Independent Price Determination (the Caterer **and** SFA must sign)
 - Certification regarding Lobbying and Disclosure of Lobbying Activities (include for contracts > \$100,000)
5. Meal Types
 - Breakfast Lunch Supper Snacks
6. Institution Contact Information (the individual who can answer questions about the contract)
 - Name: Marcela Zepeda
 - Job Title: Nutrition Coordinator
 - Mailing Address: 1242 E Washington St. Suite 101
 - Mailing City, State, Zip Phoenix, AZ 85034
 - Telephone Number: (602)307-5818;124
 - Email Address: marcela.zepeda@cplc.org

I certify that the information and documentation provided herein is true and correct to the best of my knowledge.

By: _____ 7/25/2018 _____ Nutrition Coordinator
(Signature) (Date) (Position/Title)

(Printed name of person signing)

State Agency Use

Date Received: _____ **Date Approved:** _____ **Specialist:** _____

State Agency Reviewer: _____ **Contract Dates:** _____

Changes required/missing information:

- ___ Signed Contract
- ___ Health Certifications
- ___ Permit to Operate
- ___ Cert of Price
- ___ Lobbying
- ___ Lobbying Disclosure
- ___ Approval Letter
- ___ Approval Letter Emailed
- ___ HUB/Notify Specialist
- ___ CNP Web Checklist
- ___ Data Base

**STANDARD AGREEMENT TO PROVIDE FOOD SERVICE
BETWEEN A CHILD CARE INSTITUTION AND A FOOD SERVICE VENDOR**

This agreement (“Agreement”) is entered into on August 6th, 2019 by and between Chicanos Por La Causa, Inc. (“Institution”), CTD# 072634, and Eloy Elementary School District #11 (“Vendor”) for meals in accordance with the rules and regulations of the Child and Adult Care Food Program (CACFP). The total estimated contract amount is \$ 12,432.00.

BACKGROUND

Whereas, it is not within the capability of the Institution to prepare specified meals under the Child and Adult Care Food Program (CACFP);

Whereas, the facilities and capabilities of the Vendor are adequate to prepare and deliver specified meals to the Institution’s facility(s); and whereas, the Vendor is willing to provide such services to the Institution on a fixed-fee basis.

Therefore, both parties agree as follows:

AGREEMENT

1. Vendor Responsibilities.

- 1.1. Food Services. Vendor agrees to prepare breakfast/lunch/snacks for delivery and/or serving to the site specified in Paragraph 1.2 per the agreed upon menu planning requirement specified in Paragraph 1.6. The Institution has approved the menu, which is incorporated into this Agreement by this reference.

Service Site(s). For the purpose of this Agreement, Vendor shall make meals for delivery and/or serving that comply with the CACFP and this Agreement to the food service site(s) at the following location(s): 304 W Alsdorf Rd Eloy, AZ 85131.

- 1.2. Delivery Requirements. Vendor shall make deliveries of the meals within the hours and on the days designated below. The Vendor shall make deliveries only to the authorized site(s) listed in Paragraph 1.2 on the following **day(s) and time(s):** Monday through Thursday 7:30am-10:00am. 7 CFR 226.6(i)(8)

- 1.3. Price. Vendor’s price for each meal type based on the written estimate of meals needed that the Institution provides, except as provided in Paragraph 1.9, are as follows:

Each breakfast meal is	\$ <u>1.25 (students), \$2.00 (adults)</u>
Each lunch meal is	\$ <u>2.50 (students), \$3.50 (adults)</u>
Each supper meal is	\$ <u>n/a</u>
And each snack meal is	\$ <u>0.75 (students), \$1.25 (adults)</u>

- 1.4. Menu Preparation and Approval. Vendor shall provide the Institution, for approval, a proposed 28-day cycle menu for the operational period, at least **seven (7) business days** prior to the beginning of the period to which the menu applies. Any changes to the menu made after Institution approval must be agreed upon by the Institution and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties. However, the Vendor shall adjust the menus at the request of the Institution whenever the Institution determines certain items to be unacceptable. Such items can be determined to be unacceptable because of (1) a monotonous diet resulting from items served frequently or the similarity to other items; (2) the nutritional needs of the participants; (3) susceptibility to spoilage; and (4) excessive waste resulting from unpopularity of items with participants. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than one week after request except that in the case of spoilage adjustment shall be made in such a manner that the participants in attendance on the day spoilage is discovered shall receive acceptable meals meeting meal requirements.

- 1.5. Food Preparation. Vendor shall assure that each meal provided to the Institution under this Agreement meets the minimum requirements as to the nutritional content as specified and approved by the CACFP. This includes the Nutrition Standards set forth in Title 7 of the Code of Federal Regulations (CFR) Section 226.20. Institutions who participate in CACFP must ensure that no more than two high sugar items and two high fat items are served per week. High sugar items may be served only during breakfast or snack. The Vendor must provide menus to the Institution on a weekly basis if no cycle menus are used; or if cycle menus are used; they must be furnished monthly or as the cycle runs. 7 CFR 226.6 (i)(4)
- 1.6. Program Regulations. Vendor shall be in conformance with all applicable portions of the Institution's agreement under the program. 7 CFR 226.6(i)(6)
- 1.7. Recordkeeping. Vendor shall maintain full and accurate records/production worksheets that document: (1) the menus provided to the Institution during the term of this Agreement, (2) a listing of all components of each meal, and (3) an itemization of the quantities and portion sizes of each component used to prepare each meal. Vendor agrees to provide lunch preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture ("USDA") Food Buying Guide when calculating and recording the quantity of food prepared for each meal. Vendor shall also maintain and make available:
 - 1.7.1. Recipes, nutrition facts labels, and any necessary child nutrition (CN) labels or product specification sheets related to the menus served;
 - 1.7.2. Such cost records as invoices, receipts or other documentation that exhibit the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records;
 - 1.7.3. On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the Institution. Meal count documentation must include the number of meals requested by the Institution in writing.
- 1.8. Estimates. Vendor shall allow the Institution to increase or decrease the number of meal orders, as needed, when the request is made within 48 hours of the scheduled delivery time. 7 CFR 226.6(i)(9)
- 1.9. Invoicing. Vendor shall present to the Institution an invoice accompanied by reports no later than the first service day of each month which itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the Institution for any excess costs the Institution incurs by obtaining meals from another source. 7 CFR 226.6(i)(7)
- 1.10. Certifications. **Vendor shall provide the Institution with a copy of current health certifications for the food service facility in which it prepares meals.** Vendor also agrees to notify the Institution of the results of any health inspection that is made during the duration of this Agreement. Vendor shall maintain proper sanitation practices and health standards in conformance with all applicable State and local laws and regulations. Vendor shall assure that wholesome ingredients are used and that all food is properly stored, prepared, packaged, and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated. 7 CFR 226.6(i)(3)
- 1.11. Licenses. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. **Vendor shall provide the Institution with a copy of the current Permit to Operate.**
- 1.12. Record Retention. Vendor shall retain all records related to this Agreement in its possession for three (3) years after the expiration of the Agreement. Upon request make all accounts and records pertaining to the

Agreement available to the certified public accountant hired by the Institution, representatives of the Arizona Department of Education (ADE), USDA, the US General Accounting Office, and the USDA Office of Inspector General (“OIG”) for audits or administrative reviews at a reasonable time and place.

1.13. Subcontracting. Vendor shall not subcontract any portion of this Agreement.

1.14. Meal Delivery. The Vendor meal delivery vehicle must be adequately constructed so as to protect the food, foodservice equipment, and utensils from contamination at all times during transportation. The delivery vehicle interior surfaces must be clean at all times during transportation of meals.

1.15.1. During the transportation of meals, hot foods that are potentially hazardous must be kept at a minimum temperature of 135 degrees F at all times.

1.15.2. During the transportation of meals, cold foods that are potentially hazardous must be kept at or below 41 degrees F at all times and be transported in containers capable of maintaining temperatures below 41 degrees F.

1.15.3. Vendor must monitor and document temperatures of menu items prior to transport, upon arrival, and at the time of serving. A temperature log for each menu item served must be completed daily and maintained. The Vendor temperature log must be made available to the Institution once requested.

2. Institution Responsibilities.

2.1. Unacceptable Meal. Institution shall be responsible for informing the Vendor of its reasons for determining that a meal is unacceptable in writing within forty-eight (48) hours.

2.2. Meal Estimates. Institution shall provide in writing, no later than **seven (7)** days before the first day of operation, a reasonably accurate estimate of the number of meals to be delivered to Institution each day. The Institution shall notify the Vendor in writing of necessary increases or decreases in the number of meal orders within **48** hours of the scheduled delivery time. Errors in meal order counts made by the Institution shall be the sole responsibility of the Institution.

2.3. Institution Representative Duties. Institution shall ensure that an Institution representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal delivery. The Institution assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the CACFP and with local health and safety codes.

2.4. Cleaning. Institution shall be responsible for cleaning the eating areas daily.

2.5. Approval of Menus. Institution shall notify the Vendor in writing within **fourteen (14)** days of receipt of the next month's proposed cycle menu, of any changes, additions or deletions.

2.6. Payment. Institution shall pay the Vendor by the **third week after the invoice has been submitted** day of each month the full amount as presented on the monthly itemized invoice. The Institution shall notify the Vendor within forty-eight (48) hours of receipt of any discrepancy in the invoice. The Institution shall pay the Vendor for all meals delivered in accordance with the agreement. **Note:** Neither ADE nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Vendor and the number of meals served by the Institution that are eligible for reimbursement. In addition, neither ADE nor USDA will be responsible for resolving issues of partial or non-payment per the terms of this agreement.

3. General Terms.

- 3.1. Employment. Vendor shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages, hours, conditions of employment, and nondiscrimination in employment, 7 CFR Section 3016.36 (i)(3). USDA is an Equal Opportunity Provider.
- 3.2. Payroll Taxes and Costs. Vendor shall pay its employees directly and shall withhold and pay all applicable federal and state employment taxes and payroll insurance with respect to its employees, including an applicable income, social security, Medicare and employment taxes and workers compensation costs.
- 3.3. E-Verify Requirement. Vendor shall comply with all federal immigration laws and regulations relating to employees and shall comply with ARS 23-214, Subsection A (After December 21, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- 3.4. Indemnity.
 - 3.4.1. Vendor shall indemnify, defend and hold the Institution harmless against any loss of damage (including attorney's fees and costs of litigation) caused by the Vendor's negligent act or omission, theft by the Vendor's employees, or the negligent or intentional acts or omissions of the Vendor's agents or employees. The Vendor shall defend any suit against the Institution alleging personal injury or property damage arising out of the transportation of meals or other items to the Site(s) or out of the acts of the Vendor's employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Vendor to the Food Service Site(s), and shall be liable for any damages agreed to by the parties or awarded as a result of such litigation.
 - 3.4.2. Institution shall promptly notify the Vendor in writing of any claims against the Vendor or the Institution and, in the event a suit is filed, shall promptly forward to the Vendor all papers in connection therewith. The Vendor shall not incur any expense or make any settlement without the Institution's consent. However, if the Vendor refuses or neglects to defend any such suit, the Institution may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Vendor.
- 3.5. Agreement Modification; Nonperformance or Default.
 - 3.5.1. This Agreement constitutes the entire understanding between the Vendor and the Institution with respect to the subject matter hereof and there is no other written or oral understandings or agreements with respect hereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Institution and the Vendor. No assignment or transfer of this Agreement may be made, in whole or in part, without the prior written consent of the Institution.
 - 3.5.2. The Institution may, upon written notice of default to the Vendor, terminate the whole or any part of this Agreement in any one of the following circumstances:
 - 3.5.2.1. If the Vendor fails to make delivery of meals, other agreed upon items (i.e. eating utensils, supplies, storage equipment), or to perform the services within the time specified herein.
 - 3.5.2.2. If the Vendor fails to perform any of the other provisions of this Agreement in accordance with its terms and does not correct such failure within forty-eight (48) hours after requested to do so.

- 3.6. Duration. This Agreement shall become effective after both parties sign it and ADE approves it. The Vendor shall provide meals during the period starting on August 6th, 2018 and ending on September 30th, 2018.
- 3.7. Termination. Either party may, at any time during the life of this Agreement, terminate this Agreement by giving thirty (30) days written notice to the other party of its intention to do so. The Institution may terminate this Agreement upon written notice if Vendor fails to fully comply with the terms and conditions. All notices to the Institution shall be addressed to the Institution at the address listed on the signature page, and all notices to the Vendor shall be addressed to the Vendor at the address listed on the signature page.
- 3.8. Audit. The Institution shall have the right, at its expense, to inspect the books and records of Vendor to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at Vendor's place of business.
- 3.9. Applicable Law. The law of the State of Arizona shall govern this Agreement.
- 3.10. Cancellation. The Institution may cancel this Agreement under Arizona Revised Statutes §38-511 (Cancellation for conflict of interest - <http://www.azleg.state.az.us/ars/38/00511.htm>) for a violation of that statute. This notice complies with the requirements of that statute.
- 3.11. Termination without Cause. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other of such party's intention to terminate this Agreement.
- 3.12. Unavailability of Funds. Institution may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. The Institution shall give the Vendor prompt written notice after it knows that funding will not be available.
- 3.13. Non-Discrimination. Vendor shall not illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Vendor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.
- 3.14. Workers Compensation. Vendor shall maintain a system of coverage for workers compensation in conformance with applicable state law covering all of its employees who may be employed in connection with food service provided to the Institution.
- 3.15. Affordable Care Act. The Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable care Act "ACA"). The Vendor shall bear sole responsibility for providing health care for its employees who provide service to the Institution as required by state or federal law.
- 3.16. Insurance. Vendor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A: VIII or better. The Vendor shall also name the Institution as additionally insured under the liability policy for the duration of the contract. And upon request, the Vendor will provide the Institution with a certificate evidencing such insurance coverage.
- 3.16.1. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement; and

- 3.16.2. Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Vendor's owned, hired, and non-owned vehicles.
- 3.17 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.
- 3.18 Construction and Effect. A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.
- 3.19 Amendments to the Agreement. The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the agreement. The parties must mutually agree, in a written document signed by both parties and attached to this agreement, amend, add, or delete an Article or Appendix. Any amendment to this agreement shall become effective at the time specified in the amendment.
- 3.20 Energy Policy and Conservation Act. Vendor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871.3016.36(i)(13))

4. Vendor Certification Statements.

- 4.1 Certificate of Independent Price Determination. Vendor admits that all prices in this agreement have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any other competitor certification regarding non-collusion. ***Complete and submit Certificate of Independent Price Determination form.***
- 4.2 Conflict of Interest. Vendor's signature on this Agreement indicates there is no conflict of interest associated with the Award of this Agreement. No one employed by the Sponsor is related to or has any other personal or professional relationship with the Vendor and/or his/her family. 7 CFR 226.22(d)
- 4.3 Contract Work Hours and Safety Standard Act. Vendor is required to follow Sections 103 and 107 of the Contract Work Hours and safety Standard Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). It requires the Vendor to pay employees overtime (one and one-half times their basic rate of pay) for all hours worked over forty (40) in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions.
- 4.4 Debarment, Suspension, Ineligibly and Voluntary Exclusion. By signing this agreement, the Vendor certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689.
- 4.5 Certification Regarding Lobbying. Vendor must sign and submit a Certification Regarding Lobbying and Disclosure of Lobbying Activities. The Vendor states that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions. ***Complete and submit Lobbying and Lobbying Disclosure forms***

4.6 Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. Vendor shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. Institution shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329). *(delete entire clause if the contract is under \$100,000)*

5. Signatures.

For the Institution:

For the Vendor:

Andres Contreras, Executive Vice President

Name and Title of Representative

Name and Title of Representative

Signature

Signature

1112 E. Buckeye Rd.

Mailing Address: Street/PO Box

Mailing Address: Street/PO Box

Phoenix, AZ 85034

Mailing Address: City, State, Zip Code

Mailing Address: City, State, Zip Code

(602) 257 - 0700

Telephone

Telephone

andres.contreras@cplc.org

Email

Email

Date

Date

MEAL PATTERNS – Breakfast, Lunch and Supper, and Snack



CHILD MEAL PATTERN

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

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

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

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

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

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

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

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

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

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

CHILD MEAL PATTERN

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

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

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

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

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

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

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

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

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

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

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

CHILD MEAL PATTERN

Snack				
(Select two of the five components for a reimbursable snack)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	½ cup	½ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables⁶	½ cup	½ cup	¾ cup	¾ cup
Fruits⁶	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq)^{7,8}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{9,10}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	½ cup	½ cup	¼ cup	¼ cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

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

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

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

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

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

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

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

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

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

Certificate of Independent Price Determination

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

Eloy Elementary School District #11
Name of Caterer

Chicanos Por La Causa
Name of Institution

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

(1) The prices in this Offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and

(3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

(B) Each person signing this Offer on behalf of the Caterer certifies that:

(1) He or she is the person in the Offerors organization responsible within the organization for the decision as to the prices being Offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the Offeror's organization responsible for the decision as to the prices being Offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Signature of Caterer's Authorized Representative

Title

Date

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

Signature of Institution Representative

Executive Vice President
Title

Date

CERTIFICATION REGARDING LOBBYING

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.
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Chicanos Por La Causa

Name/Address of Organization

Andres Contreras, Executive Vice President

Name/Title of submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES INSTRUCTIONS FOR COMPLETION OF SF-LLL

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 SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards 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 a SF-LLL-A 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.

disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.