



## Foodservice Management Company Request for Proposals/Contract



Commonwealth of Virginia  
Virginia Department of Education  
101 N. 14<sup>th</sup> Street  
Richmond, VA, 23219

## Standard Request for Proposals and Cost Reimbursable Contract Foodservice Management Company

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.



# **The Capital Area Food Bank**

**School Year:** 06/20/2021- 06/21/2022

Notice is hereby given that The Capital Area Food Bank, hereinafter referred to as CAFB intends to examine alternatives to its present foodservice program and is accepting proposals for FOODSERVICE OPERATIONS MANAGEMENT SERVICES COMPANY (FSMC) contract for the Afterschool & Summer Meals Program until 5 PM on 04/19/21. Public opening will be at 1 PM on 04/21/21. At this time, the proposals will be opened in the administrative offices located at 4900 Puerto Rico Avenue NE, Washington DC 20017. All proposals submitted after that time will not be accepted and will be returned to the sender. Proposals are to be submitted in a sealed envelope marked FOODSERVICE OPERATIONS AND MANAGEMENT PROPOSAL VA, or by email to [alahr@capitalareafoodbank.org](mailto:alahr@capitalareafoodbank.org) with the previous in the subject line. Email submission is preferred, but will have no impact on proposal review.

A pre-proposal conference with interested respondents to review the specifications and clarify any questions will not be held. Any questions should be sent by email to Alexis Lahr at [alahr@capitalareafoodbank.org](mailto:alahr@capitalareafoodbank.org), or by phone at (202) 644-9820.

No intent should be construed from this legal notice that the CAFB intends to enter into a contract with any party for alternative foodservice unless, in the sole opinion of the CAFB it is in the CAFB's best interest to do so. The CAFB reserves the right to accept any proposal which it determines most favorable to the interest of the CAFB and to reject any or all proposals or any portion of any proposal submitted which, in the CAFB's opinion, is not in the best interest of the CAFB.

All costs involved in submitting a response to this RFP shall be borne in full by the bidding party incurring said cost.

The respondent to this RFP will be referred to as the FSMC, and any contract that may arise from this RFP will be between the FSMC and the CAFB.

**Issue Date:** 04/05/21

**Title:** Foodservice Operations and Management Services

**Issuing Agency:** CAFB/VDOE

**Name of Issuing Agency:** The Capital Area Food Bank

**Address of Issuing Agency:** 4900 Puerto Rico Ave, NE, Washington DC 20017

**Initial Period of Contract:** One year beginning on 6/20/2021 and ending on 6/21/2022 with up to four one-year renewals.

## **General Information**

### **A. Intent**

This solicitation is for the purpose of entering into a contract for the operation of a foodservice program in compliance with the United States Department of Agriculture's (USDA) regulations for the Afterschool & Summer Meals Program (CACFP) and the Summer Food Service Program (SFSP) for **The Capital Area Food Bank**, herein after referred to as the CAFB. The respondent is herein referred to as the FSMC. The contract will be between the FSMC and CAFB.

### **B. Procurement Method**

1. This procurement process will be the competitive proposal method (commonly referred to as a RFP). All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 2 CFR §200.319(a) and standard contracting terms and process that comply with the Virginia Public Procurement Act (VPPA).
2. CAFBs are prohibited from entering into a contract with a FSMC that develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting the procurement.
3. This contract will be a **Cost-Reimbursable plus a fixed fee contract** whereas the FSMC will be paid on the basis of the direct cost incurred for food, supplies and labor, plus a fixed fee for general and administrative expense fee that must be clearly defined and itemized in the proposal, and a management fee. All program expenses not otherwise defined in the contract will be assumed by the FSMC under the administrative fee.

### **C. Pre-proposal Meeting**

1. A pre-proposal conference with interested respondents to review the specifications and to clarify any questions will not be held. Any questions should be sent by email to Alexis Lahr at [alahr@capitalareafoodbank.org](mailto:alahr@capitalareafoodbank.org), or by phone at (202) 644-9820.

#### **D. Bid Submission and Award**

1. Proposals are to be submitted to:

The Capital Area Food Bank

Attention: Alexis Lahr

4900 Puerto Rico Avenue NE, Washington DC 20017, or  
alahr@capitalareafoodbank.org

**Public opening will be at 1 PM on 04/21/21. At this time, the proposals will be opened in the administrative offices located at 4900 Puerto Rico Avenue NE, Washington DC 20017. All proposals submitted after that time will not be accepted and will be returned to the sender. Proposals are to be submitted in a sealed envelope marked FOODSERVICE OPERATIONS AND MANAGEMENT PROPOSAL VA**

2. The CAFB reserves the right to accept any proposal it deems most favorable to the interests of the CAFB or reject any or all proposals if deemed not to be in the best interest of the CAFB.
3. For consideration, each FSMC **must** submit a complete response to this solicitation using the forms provided.
4. The CAFB will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation on the basis of the evaluation criteria included in this RFP. A responsible FSMC meets the requirements for financial, technical, and other resources and indicates an ability to perform the services required by this solicitation.
5. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and cannot secure relief on the plea of error. The CAFB is not liable for any cost incurred by the respondent in submitting a proposal.

#### **E. The final negotiated contract and supporting documentation is subject to review by the Virginia Department of Education, Office of School Nutrition Programs (VDOE-SNP) before the signing of the contract by all parties. This review is to ensure the contract documents comply with all the provisions and standards set forth in USDA regulations 7 CFR 210.16 and 210.21, the procurement standards specified in 2 CFR 200.318.326, and regulatory requirements for USDA donated foods in contracts with FSMCs, as defined in subpart D of 7 CFR 250. Paying the FSMC from the SNP funds (school foodservice account) is prohibited until both parties sign the contract.**

1. The complete and final contract includes all documents included by the CAFB in the

RFP and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e., worksheets, appendixes, attachments, operating cost sheets, etc.).

2. If additional information is required, please contact Alexis Lahr at (202) 844-9826 or by email at [alahr@capitalareafoodbank.org](mailto:alahr@capitalareafoodbank.org).

#### **F. Award Criteria**

A committee using the following criteria will evaluate proposals. A contract will be awarded to the responsible respondent whose proposal is the most advantageous to the CAFB with price and other factors considered (2 CFR 200.320(d)). Price is the primary consideration when awarding a contract under the competitive proposal method (*USDA Guidance Manual Contracting with Food Service Management Companies: Guidance for School Food Authorities*, May 2016).

<u>Previous experience</u>	<u>7</u>	Points
<u>Menu compliance</u>	<u>10</u>	Points
<u>Organizational Infrastructure</u>	<u>15</u>	Points
<u>Previous Experience</u>	<u>7</u>	Points
<u>Use of technology in recordkeeping</u>	<u>10</u>	Points
The unit prices	51	Points
<b>Total</b>		

#### **Description of Criteria and Proposal Requests**

- a. Previous experience and performance of the proposing company in performing services similar in nature and scope:
  - o Describe your experience as a Vendor in schools and community based settings over the last three years, including how many meals you provided, what types of locations you served, and what organizations you worked with.
  - o Provide at least three references of Vendor contracts with other Agencies.
  - o If applicable, provide a list of Agencies where Vendor lost contracts within the past three years (maximum of ten).

- Discuss the number of meals that have been determined to be late or have been disallowed in your current contracts within the past year. Please detail the reasons for these determinations and any strategies you have planned to decrease their occurrence in the future.
- b. Submitted menu's compliance with CACFP and SFSP meal pattern requirements and meal specifications herein.
  - Submit a 21-day menu cycle for each of the following meal types:
    - SFSP Breakfast
    - SFSP Lunch/Supper
    - SFSP Snack
    - CACFP At-Risk Supper
    - CACFP At-Risk Snack
  - Menu should be detailed with food components. For instance, please indicate if the fruit is fresh, if whole grains are used and the fat content of the milk.
  - Serving sizes for each item should also be indicated.
  - Please indicate which menu items are from distributors in the following states: Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.
- c. Organizational Infrastructure:
  - Transportation capability, sanitation, and packaging
    - Adequacy of plant facilities for food preparation with current approved license certification that facilities meet all applicable State and local health, safety and sanitation standards.
    - Provide a copy of a current State or local health certificate for the food preparation facilities.
    - Provide an organizational chart for your company, specifying which staff or departments would execute this agreement.



- Describe your hiring and firing policies and any policies or initiatives which encourage staff retention and promotion.
- Explain how you utilize technology toward the execution of similar contracts, specifically technology related to transportation, ordering, menu creation, and invoicing.

d. The unit price:

- o The unit prices of each meal type which the proposing company agrees to furnish must be written in ink or typed in the blank space provided and must include proper labor, packaging, as required in the specifications, and delivery cost to the designated sites.
- o Unit prices shall include taxes, but the proposing company, at no additional charge, must pay any charges or taxes required to be paid under future laws to the Institution.
- o Please provide an all-in firm-fixed price for each meal type:
  - SFSP Breakfast
  - SFSP Lunch/Supper
  - SFSP Snack
  - CACFP At-Risk Supper
  - CACFP At-Risk Snack
- o In addition, please provide itemized costs

e. Proposing company's use of technology in recordkeeping—For example, use of electronic packing slips.

- o Submit a sample invoice and an example of a delivery sheet/slip/ticket that will be used to record daily meal delivery information. This must include the date, time, and amount of delivery as well as a method for the site staff to sign upon delivery.
- o If an electronic system is used, please provide a sample printout that would be generated as the system's record of daily delivery information.

- Describe process of providing the institution with the monthly packing slips for each site.

f. Taste Test:

- Upon notification by CAFB, each Vendor qualified in the initial evaluation shall provide the following for a taste test:
- Sample menu items for up to 6 individuals as they will be served to students (packaged or plated), including two different items for each of the following meal types:
  - SFSP Breakfast
  - SFSP Lunch/Supper
  - SFSP Snack
  - CACFP At-Risk Supper
  - CACFP At-Risk Snack
- Sample paper goods that will be used to serve/portion the food.
- Product and nutrition information for each item presented during the taste test. All samples must comply with applicable nutritional standards.

## **G. Proposal Protests**

Any respondent may protest the award or decision to award a contract by submitting a protest in writing to Alexis Lahr no later than 10 days after the Notice of Award or the Notice of Intent to Award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. Alexis Lahr shall issue a decision in writing within 10 days of the receipt of the protest stating the reasons for the action taken.

If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Capital Area Food Bank shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the Capital Area Food Bank. Where the award has been made and performance has begun, the Afterschool & Summer Meals

Manager may declare the contract void upon a finding that this action is in the best interest of The Capital Area Food Bank. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

An award need not be delayed for the period allowed a respondent to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.

#### **H. Captions**

Captions in all sections of this document are provided only as a convenience and shall not affect the interpretation of this instrument, its attachments, and addenda.

#### **I. Contract Terms**

The contract shall be for a period of one year beginning on or about 6/20/2021 with up to four (4) one-year renewals with mutual agreement between the CAFB and the FSMC. This contract cannot be effective prior to the date of final approval by the VDOE and signed by both parties.

#### **J. Errors or Omissions**

The proposing vendor shall not be allowed to take advantage of any errors or omissions in the RFP specifications. Where errors occur in the RFP specification, the vendor shall promptly notify the contact person listed. Inconsistencies in the RFP specifications are to be reported prior to proposals being submitted. The CAFB will communicate any clarification to all potential respondents.

#### **K. Final Contract**

The final contract resulting from this solicitation incorporates all documents, appendices and exhibits included by the CAFB in the RFP and all proposal documents and negotiations submitted by the successful FSMC that have been mutually agreed upon by both parties (i.e., worksheets, appendixes, attachments, operating cost sheets, etc.).

#### **L. Gifts from FSMC**

The CAFB's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under state law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

#### **M. Incurred Cost**

Any cost incurred by the FSMC prior to the final approval and execution of the contract by all parties, shall be the responsibility of the FSMC. The CAFB will not be liable for any such costs incurred.

#### **N. Late Proposals**

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

#### **O. Meal Equivalents**

For making the meal count computations, the FSMC shall use the formula established by the Institute of Child Nutrition (ICN) as attached in Appendix K.

#### **P. Payment and Fees**

##### **1. Additional Information**

- FSMC on-site management team shall consist of a general manager and administrative assistant
- The general manager must meet the professional standards and maintain professional development as required in 7 CFR 210.30 .
- FSMC is required to have a minimum of five (5) years' operating experience.
- Résumé for onsite general manager who will be assigned must be included in proposal.
- Three copies of proposals are to be provided. Alternate proposals will not be accepted.
- All questions regarding the RFP process are to be submitted in writing to Alexis Lahr, The Capital Area Food Bank, 4900 Puerto Rico Avenue NE, Washington DC 20017, or by email at [alahr@capitalareafoodbank.org](mailto:alahr@capitalareafoodbank.org) by 04/09/21.
- Meal prices are expected to increase for the 2021-2022 period for the reimbursable meal programs and the ala-carte program. All proposals should reflect costs based on this assumption.
- FSMC shall provide varied menu options that meet the likes and preferences of

the students in the specific age/grade group. All menu items must be in compliance with the current USDA regulation and nutrition standards.

## **Standard Terms and Conditions**

### **1. Scope and Purpose**

- a. The FSMC shall operate in conformance with the CAFB's agreement to participate in the SNP with the VDOE, the Virginia Department of Agriculture and Consumer services (VDACS), the Virginia Department of Health (VDH) for the SFSP and the Child and Adult Care Feeding Program (CACFP) and the Summer Food Service Program (SFSP) and all applicable state and local regulations.
- b. The FSMC, as an independent contractor, shall have the exclusive right to operate the programs checked below at the sites specified by CAFB in the Schedule of Foodservice Locations and Services Provided, which is attached to this contract as "Exhibit A" and fully incorporated herein.

#### **Programs CAFB participates in:**

- ☐ National School Lunch Program (NSLP)
- ☐ School Breakfast Program (SBP)
- ☐ Afterschool Snack Program (ASP)
- ☐ Summer National School Lunch Program (SNSLP)
- ☐ Summer School Breakfast Program (SSBP)
- ☐ Summer Afterschool Snack Program (SASP)
- ☐ Seamless Summer Option (SSO)
- ☐ Special Milk Program (SMP)
- ☐ Fresh Fruit and Vegetable Program (FFVP)
- ☒ Summer Food Service Program (SFSP)
- ☒ Child and Adult Care Food Program (CACFP)
- ☐ A la carte
- ☐ Adult meals
- ☐ Catering/special functions
- ☐ Contract meals
- ☐ Vending machines
- ☐ Other (specify):

Proposals must be inclusive of all of the CAFB's programs. The CAFB reserves the right to expand the federal child nutrition programs to provide the availability of food resources to children and students that can be served by these programs as long as both parties are in agreement and prior approval is obtained by the state agency.

- c. The FSMC shall be an independent contractor and not an employee of the CAFB. The employees of the FSMC are not employees of the CAFB.
- d. The FSMC shall comply with and conduct all foodservice operations in accordance with the rules, regulations, policies and instructions of the VDOE and USDA, and any additions or amendments there to including but not limited to 7 CFR Parts 210, 215, 220, 225 (SFSP), 226 (CACFP), as applicable, 245, 250, 2 CFR 200 and all applicable USDA Food and Nutrition Services (FNS) instructions, policies, and all applicable federal regulations listed in Appendix J.
- e. The foodservice provided shall be operated and maintained as a benefit to the CAFB's clients, faculty, and staff and not as a source of profit to the FSMC. The revenue must accrue to the organization account directly.
- f. The CAFB and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under 7 CFR § 210.16(c) and 2 CFR 200.323(d).
- g. The CAFB shall be legally responsible for the conduct of the foodservice program, and shall supervise the foodservice operations in such manner as will ensure compliance with the rules and regulations of the VDOE, VDACS, VDH, and USDA regarding each of the SNPs covered by this contract. The CAFB shall not relinquish any prohibited responsibilities to the FSMC.
- h. The CAFB shall retain control of the CAFB's organization account and overall financial responsibility for the SNPs.
- i. Payment Terms/Method: The FSMC shall invoice the CAFB at the end of each month for amounts due based on on-site records. Detailed cost documentation must be submitted monthly to support what the CAFB is charged for each cost, charge, or expense. Costs, charges, and expenses must be mutually agreeable to the CAFB and the FSMC and be allowed by the state agency. Upon termination of the agreement, all outstanding amounts shall immediately become due and payable.
- j. The FSMC shall not enter into contractual agreements on behalf the school nutrition programs.

## **2. Signature Authority**

- a. The CAFB shall retain signature authority for the annual agreement to participate in the school nutrition programs, including but not limited to the SNP Financial Report, the Verification Report, and the on-line submission of all information and claims (7 CFR 210.16(a)(5)).
- b. The CAFB shall retain signature authority for the monthly claim for reimbursement and all other reporting through the Single Sign-on for Web Systems (SSWS) SNPweb applications.

- c. The CAFB shall retain the superintendent's electronic signature account authority and password to the VDOE-SNP's secure web system (SNPweb). The CAFB shall be responsible for all required SNPweb System Annual Application to participate in the school nutrition programs, monthly claims for reimbursements, verification reports, financial reports and all other required school nutrition program activities.

### **3. Health Certifications**

- a. The CAFB shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any CAFB facility.
- b. The FSMC shall maintain state and/or local health certifications for any facility outside the CAFB in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under Title 7 CFR § 210.16(c).
- c. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- d. The FSMC shall adhere to the food safety plan implemented by the CAFB for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.
- e. The FSMC shall comply with all Commonwealth of Virginia and local sanitation requirements applicable to the preparation and service of food. (7 CFR 210.16(a)(7)).
- f. The FSMC shall ensure at least two health inspections are conducted by the local Virginia Health Department at every site involved in school meal preparation and/or service as required by Public Law 108-265.
- g. The FSMC and the CAFB shall immediately correct any problems found as a result of a health inspection.

### **4. Meals**

- a. The FSMC shall serve reimbursable meals on such days and at such times as requested by the CAFB to conform to the CAFB's school year calendar and any modifications to the calendar caused by severe weather or other conditions beyond control of the CAFB.
- b. The CAFB shall retain control of the quality, extent, and general nature of the foodservice.
- c. The FSMC shall offer free meals to all eligible children participating in the child nutrition programs.

- d. The FSMC shall provide reimbursable meals that meet all the USDA requirements and nutrition standards specified in 7 CFR 21 and 220 for regulations for each of the USDA programs identified above.
- e. The FSMC shall provide the specified types of service in the schools/sites listed in Section 1, Scope and Purpose, letter B.
- f. The FSMC shall promote maximum participation in the school nutrition programs.
- g. The FSMC shall make substitutions in the food components of the meal pattern for lunches and afterschool snacks for students with disabilities including providing special meals at no extra charge, to accommodate disabilities when their disability restricts their diet. Program regulations require these substitutions be made on a case-by-case basis only when supported by a written statement of the need for substitution(s) that includes recommended alternate foods from a state licensed healthcare professional, such as a physician or nurse practitioner (medical statement).
- h. The FSMC may make substitution for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Substitutions for students without disabilities who cannot consume the regular lunch or afterschool snacks because of non-disabling medical or other special dietary needs must be made on a case-by-case basis only when supported by a statement from a state licensed healthcare professional, such as a physician or nurse practitioner (medical statement), except in the case of fluid milk substitutions (reference: 7 CFR §210.10(g) (2)).
- i. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions (reference 7 CFR § 210.10[g] and 7 CFR § 220.8).
- j. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the CAFB for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

## **5. Books, Records, and Reports**

- a. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the CAFB will need to meet monthly reporting responsibilities, and shall submit monthly operating statements in a format approved by the CAFB no



later than the tenth calendar day succeeding the month in which services were rendered. Signed invoices for delivery shall be submitted no later than the fifth working day succeeding the month in which services were rendered. The CAFB shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission online of the claim for reimbursement.

- b. The FSMC shall maintain records at the CAFB premises to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories. This includes, but is not limited to, invoices, receipts, and timesheets to support all expenses charged to the CAFB.
- c. The FSMC shall provide the CAFB with a state fiscal year-end statement.
- d. The CAFB shall conduct an internal audit of food, labor and other large expense items quarterly, as well as perform random audits on smaller expense categories.
- e. Should the CAFB have any concerns as to the FSMC's compliance with regulatory rules as a result of internal audits, monitoring or administrative reviews conducted by the VDOE, the CAFB shall have the right to request an audit of the FSMC and the selection of the auditor(s) to perform such audit. The FSMC shall be responsible for bearing the costs of such audit.
- f. The CAFB and the FSMC shall provide all documents as necessary for the independent auditor to conduct the CAFB's single audit.
- g. Books and records of the FSMC pertaining to the child nutrition programs operations shall be maintained on site at the CAFB and shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including extensions) to which they pertain, for audit, examination, excerpts and transcriptions by the CAFB and/or any state or federal representatives and auditors.
- h. If audit findings regarding the FSMC's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Reference 7 CFR § 210.9[b] [17], 7 CFR § 3016.36[i] [10] and 7 CFR § 3019.49[d].)
- i. The FSMC shall not remove federally required records from the CAFB premises upon contract termination.
- j. The CAFB is responsible for ensuring resolution of program review and audit findings.
- k. Delivery tickets must be prepared, by the contractor, with a minimum of three copies (one for the contractor, and one for the center and /or home personnel and one for the Institution). Delivery tickets must be itemized to show the number of meals of each type delivered to each location. **Designees of the Institution at each center or home will check adequacy of delivery and meals before**

**signing the delivery ticket.** Invoices shall be accepted by the Institution only if signed by the Institution's designee at the center and /or home.

- l. The delivery ticket shall contain information in accordance with applicable Federal, state and local regulations and shall include but is not limited to the following:
  - i. Ticket number;
  - ii. Date of Delivery;
  - iii. Delivery Departure Time;
  - iv. Delivery Departure Temperature(s);
  - v. Delivery Address;
  - vi. Requisition Number;
  - vii. Name of food items;
  - viii. Item Number;
  - ix. Quantity of Items Delivered;
  - x. Unit Price;
  - xi. Extended Amount;
  - xii. Carrier Operator's Name;
  - xiii. Name, Signature and Telephone Number of Institution designee, receiving the item; and
  - xiv. Acknowledgement of receiving the items by the Institution designee.
- m. 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.
- n. The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State Agency, representatives of the U.S. Department of Agriculture, the Institution, and the Comptroller General of the United States at any reasonable time and place.

## **6. Invoices**

- a. Invoices must be itemized by program and meal type category, including SFSP breakfast, snack, lunch and supper and CACFP snack, lunch, and supper. An example of an invoice must be included in the proposal.
- b. The FSMC must submit a monthly reconciliation to the CAFB comparing the invoice and revenue against the projected revenue and expenses.
- c. By the 7th of the following month, Vendor shall send CAFB:
  - i. Monthly invoice;

- ii. Completed delivery sheets/slips/tickets signed by a representative of the meal site at delivery, which must include the date, time, and amount of delivery; and
- iii. Total number of meals delivered to each site in that month.

## **7. Buy American**

- a. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the U.S. or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition (7 CFR Part 210.21(d)).
- b. The FSMC shall certify the percentage of U.S. content in the products supplied to the CAFB.
- c. The CAFB reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

## **8. Sanitation**

- a. The FSMC shall clean the kitchen and dining room areas as indicated in Appendix C: Cost Responsibility Detail Worksheet.
- b. The FSMC shall operate and care for all equipment and foodservice areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the CAFB and shall comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- c. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

## **9. Licenses, Fees, and Taxes**

- a. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the CAFB harmless for all claims arising from payment of such taxes and fees.
- b. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

## **10. Non-Discrimination**

- a. CAFBs are be responsible for ensuring that their FSMCs are in compliance with the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair

Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act.

## **11. Emergency Closing**

- a. The FSMC shall operate meal programs to the extent possible during inclement weather, consistent with USDA guidance.
- b. Adjustments for emergency situations affecting the contractor's ability to deliver, or the Institution's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the Institution.
- c. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Institution by telephone or email of the following:
  - i. the impossibility of on-time delivery;
  - ii. the circumstance(s) precluding delivery, and
  - iii. a statement of whether or not succeeding deliveries will be affected.
- d. No payments will be made for deliveries made later than 5 minutes after specified mealtime.
- e. Emergency circumstances at the site 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.

## **12. Term and Termination**

- a. This contract shall become effective on June 20, 2021 and terminates June 21, 2022.
- b. Termination for cause: The CAFB or the FSMC may terminate the contract for cause by giving 60 days written notice, when in the sole judgment of the CAFB the product furnished, or service rendered, by the FSMC is not satisfactory. Such termination shall not be deemed a waiver of any rights of the CAFB to damages for breach of contract.
- c. Termination for convenience: The CAFB may terminate the contract for convenience by giving 60 days written notice.
- d. If, at any time, the CAFB shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable the CAFB to carry out its financial obligation to the FSMC, then the CAFB shall have the option to terminate this contract by giving 10 days written notice to the FSMC.
- e. Neither the FSMC nor the CAFB shall be responsible for any losses of the other party should the fulfillment of the terms of the contract be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the CAFB, respectively, and which by the exercise of due diligence they were unable to prevent.

- f. Upon termination of this contract, FSMC shall vacate all parts of the CAFB's premises occupied by the FSMC in the same condition as made available to the FSMC, reasonable wear and tear, fire and other casualty loss excepted.

### **13. Nonperformance by the FSMC**

- a. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the CAFB shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- b. The FSMC shall pay the CAFB the full amount of any meal over-claims that are attributable to the FSMC's negligence, including those over-claims based on review or audit findings that occurred during the effective dates of the original and renewal contracts.

### **14. Certifications**

- a. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- b. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.
- c. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
- d. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; the FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- e. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, Title 7 CFR, Part 210.21 (d).

- f. The FSMC shall sign the Certification of Independent Price Determination, Appendix F, which was attached as an addendum to the FSMC's proposal and which is incorporated herein by reference and made part of this contract.
- g. The FSMC shall sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Appendix G, which was attached as an addendum to the FSMC's proposal and which is incorporated and made a part of this contract (Reference 7 CFR §3017). This certification assures the CAFB that the FSMC has not been debarred from entering into contracts with the federal government or any other entity receiving federal funds, or suspended from entering contracts during a time when the vendor is being investigated for a legal action is being taken to debar the vendor from contracting activities.
- h. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Air Act (33 U.S.C. 1368), Attachment H, which was attached as an addendum to the FSMC's proposal and which is incorporated and made a part of this contract.
- i. The FSMC shall sign the Lobbying Certification, Appendix I, which was attached as an addendum to the FSMC's proposal and which is incorporated and made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Attachment.

## **15. Miscellaneous**

- a. This contract shall be construed under the laws of the Commonwealth of Virginia. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of Virginia.
- b. No provision of this contract shall be assigned or subcontracted without prior written consent of the CAFB.
- c. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- d. This contract and any riders, addenda or appendices thereto constitute the entire contract between the CAFB and the FSMC.
- e. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the CAFB are to be used.
- f. Payments on any claim shall not preclude the CAFB from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.
- g. The CAFB shall be responsible for ensuring the resolution of program review and audit findings.

- h. The selected FSMC contract must be reviewed by the VDOE-SNP prior to execution. It is expected that the FSMC selected by The Capital Area Food Bank, be ready to enter into contract upon award.

## **16. Insurance**

- a. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident, provided by insurance companies authorized to do business in the state of Virginia. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
- b. The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/per person.
  - i. General Liability- \$1,000,000
  - ii. Workman's Compensation- Statutory
  - iii. Vehicle Insurance- \$1,000,000
- c. The CAFB shall be named as additional insured on the general liability and automobile insurance policy. The FSMC must provide a waiver of subrogation in favor of the CAFB for general liability, automobile, and worker's compensation.
- d. In addition, the FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the CAFB. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.
- e. The contract of insurance shall provide for notice to the CAFB of cancellation of insurance policies 30 days before such cancellation is to take effect.
- f. Notwithstanding any other provision of this contract, the CAFB shall not be liable to FSMC for any indemnity.

## **17. Renewal Assumptions**

- a. Assumptions: Financial terms of the agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, this contract must be terminated at the end of the current term by the CAFB Any change to the scope of services to be provided by the FSMC that is beyond the scope or original intent of this RFP and contract, or that would constitute a material change to the RFP/contract a new solicitation must be conducted.

Renewal of this contract is contingent upon the fulfillment of all contract provisions herein to include all provisions related to USDA donated foods. (7CFR § 250.53 (a) (12)).

- b. Price Escalation/De-Escalation: The general and administrative expense and management fees may be increased on an annual basis not to exceed the yearly percentage change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home for the preceding year, provided it has been satisfactorily established by the FSMC that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract. Price decreases are subject to implementation at any time and shall be immediately conveyed to the CAFB.
- c. All contract renewals shall be for a period of one year beginning June 20, 2021 with mutual agreement between the CAFB and the FSMC. Renewals are limited to four years.
- d. Renewal year contracts are contingent upon fulfillment of all contract provisions relating to donated foods.
- e. Any software, programs, point of sale systems, computers, or customized material paid for by the CAFB shall be the property of the CAFB to which the state agency and USDA shall have unrestricted rights.

## **18. SFSP**

- a. The CAFB shall offer meals to all eligible children participating in the SFSP. The FSMC will operate the SFSP (including meal preparation, record keeping and delivery of meals); a flat price per meal cost must be submitted as part of the RFP for the SFSP. In accordance with 7 CFR part 225.15, the CAFB cannot contract out the management responsibilities of the SFSP. The CAFB shall be responsible for ensuring that the foodservice operation conforms to all program requirements outlined in 7 CFR 225. The CAFB shall be responsible for determining eligibility for SFSP sites. The CAFB, as the SFSP sponsor, is responsible for conducting and documenting the required site visits of all sites pre-approval and during operation of the program.
- b. The SFSP will operate from June 20, 2021 through September 30, 2021.

## **19. CACFP**

- a. The CAFB shall offer meals to all eligible children participating in the CACFP. The FSMC will operate the CACFP (including meal preparation, record keeping and delivery of meals); a flat price per meal cost must be submitted as part of the



RFP for the CACFP. In accordance with 7 CFR part 226.15, the CAFB cannot contract out the management responsibilities of the CACFP. The CAFB shall be responsible for ensuring that the foodservice operation conforms to all program requirements outlined in 7 CFR part 226.

## **20. Contract Requirements for CAFBs Operating (SFSP/CACFP)**

- a. The state agency shall ensure that sponsors' FSMC procurements are carried out in accordance with §§225.15(m) and 225.17. Each state agency shall develop a standard form of contract for use by sponsors in contracting with FSMCs. Sponsors that are public entities, sponsors with exclusive year-round contracts with a FSMC, and sponsors that have no FSMC contracts exceeding the simplified acquisition threshold in 2 CFR part 200, as applicable, may use their existing or usual form of contract, provided that such form of contract has been submitted to and approved by the state agency. The standard contract developed by the state agency shall expressly and without exception provide that a FSMC entering into a contract with a sponsor under the program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal (7 CFR § 225.6 (h) (2) (ii) and 7 CFR 226.21 (e)).
- b. Failure by a sponsor to comply with the provisions of this section shall be sufficient grounds for the state agency to terminate that sponsor's participation in accordance with §225.18. Each FSMC which submits a bid for a contract which includes the SFSP, that exceeds the simplified acquisition threshold in 2 CFR part 200, as applicable, shall obtain a bid bond in an amount not less than five percent nor more than 10 percent, as determined by the sponsor, of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid. Each FSMC which enters into a foodservice contract which includes the SFSP, that exceeds the small purchase threshold in 2 CFR part 200, as applicable, with a sponsor shall obtain a performance bond in an amount not less than 10 percent nor more than 25 percent of the value of the contract for which the bid is made, as determined by the state agency. Any FSMC which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds the simplified acquisition threshold in 2 CFR part 200, as applicable. Sponsors shall require the FSMC to furnish a copy of the performance bond within ten days of the awarding of the contract. FSMCs shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. No sponsor or state agency shall allow FSMCs to post any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts (7CFR § 225.15 (m) (5-7)).
- c. A FSMC may not subcontract for the total meal, with or without milk, or for the

assembly of the meal (7 CFR § 225.6 (h) (2) (ii) and 7 CFR § 226.21 (e)).

## **21. Indemnity**

- a. Except as otherwise expressly provided in this contract, the FSMC shall defend, indemnify, and hold the CAFB harmless from and against all claims, liability, loss and expenses, including reasonable collection expenses, attorneys' fees and court costs that may arise because of the actions of the FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the CAFB, its employees or agents. This clause shall survive termination or expiration of this contract.

## **22. Specifications for Packaging**

- a. The Contractor shall pack and mark all items in accordance with good commercial practice. Labels shall be in accordance with the Federal, Food, Drug, and Cosmetic Act and regulations promulgated there under. The Contractor shall ship containers in compliance with the National Motor Freight Classification. To ensure that the receiving activity properly handles and stores items, the Contractor shall use standard commercial precautionary markings such as "KEEP FROZEN" or "KEEP REFRIGERATED."
- b. Hot Meal Unit – Packaging suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° or (204° C) or higher.
- c. Cold Meal Unit or Unnecessary to Heat – Container and overlay to be plastic or paper and non-toxic. It is mandatory that cold meal options be available.
- d. Cartons – Each carton shall be labeled. The label shall include:
  - i. Processors' Name and Plant Address
  - ii. Item Identity, Meal type
  - iii. Date of Production
  - iv. Quantity of Individual Units Per Carton
- e. Meals shall be delivered **with** the following non-food items: condiments, straws for milk, napkins, single service ware, etc. Institution shall indicate non-food items that are necessary for the meal to be eaten.
- f. Additional nutrition standards shall apply to all meal types:
  - i. Peanut and tree nut products shall not be served in any meals and in any form.
  - ii. Pork shall not be served in any meals and in any form.
  - iii. Fluid milk shall be unflavored and 1% fat. Milk cannot contain added

sweeteners or artificial flavorings.

- iv. Fruits and vegetables shall only be packed in water or natural juice.
- v. No fruit juice shall be served as a stand-alone component.
- vi. Vegetarian meals shall be available every day and must rotate daily to avoid repetition. Vegetarian meals must be clearly labeled or identified as vegetarian.

### **23. Communication and Ordering**

- a. CAFB will provide initial meal times and meal counts at least 5 business days before the site begins meal program. After the start of the meal program, CAFB shall be able to alter meal times at any point, with at least 3 business days' notice.
- b. CAFB shall be able to adjust meal count at any point with at least 2 business days' notice.
- c. Vendor shall accommodate, without exception or limit, fluctuating meal counts on alternate days of the week. For example, Vendor shall be able to supply 10 meals on Mondays and Wednesdays and 35 on Tuesdays and Thursdays.
- d. The following requirements apply to planned meal site closures:
  - i. If a lunch/supper meal is canceled 48 hours before meal service, CAFB shall not be charged for the food. If a lunch/supper meal is canceled without 48 hours' notice, CAFB shall assume the cost of the meal.
  - ii. If a breakfast or snack is canceled at any time before delivery, CAFB shall not be charged for the meal.
- e. The following requirements apply to unplanned meal site closures caused by inclement weather, safety concerns (EG incidents of crime), or states of emergency:
  - i. If a lunch/supper meal is canceled before 8:00 a.m. for an Emergency closure, CAFB shall not be charged for the food.
  - ii. If a lunch/supper meal is canceled after 8:00 a.m. for an Emergency closure, CAFB shall assume the cost of the meal.
  - iii. If a breakfast or snack is canceled at any time before delivery, CAFB should not be charged for the meal.

### **24. Food Safety**

- a. Vendor shall always maintain all foods at the temperature necessary to ensure its safety including preparation, storage, and delivery. This means that, at delivery, cold food shall be less than 40° Fahrenheit and hot food shall be more than 140° Fahrenheit.
- b. Vendor shall comply with all local and State sanitation requirements.
- c. Vendor shall contract with a pest control company for regular maintenance. Vendor shall maintain records of pest control activities and make them available to CAFB upon request.
- d. CAFB, the State Agency, and the USDA reserves the right to inspect Vendor'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.
- e. Vendor's facilities shall be subject to periodic inspections by the USDA, state and local health departments, or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations.
  - f. Vendor 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.
  - g. Vendor 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.

## **25. Meal Orders**

Institutions will order meals by at least Tuesday of the week preceding the week of delivery: orders will be placed for the total number of days in the succeeding week and will include breakdown totals for each center and/or home and each type of meal. The Institution reserves the right to increase or decrease the number of meals ordered on a forty-eight-hour notice.

## **26. Delivery Requirements**

- a. The contractor shall make delivery to each site in accordance with the order from the Institution.
- b. Meals shall be delivered daily, unloaded, and placed in the designated site/center by the contractor's personnel at each of the locations and times listed in Appendix J.
- c. Meals delivered to outside-school-hours care or at-risk afterschool centers shall be unitized unless otherwise specified. Family style meals will be considered as well.
- d. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
- e. The institution reserves the right to add or delete locations. This shall be done by amendment of Schedule A. Deletion or addition of locations shall be made not less than one week prior to the required date of service. Any change in transportation cost that occurs because of adding or deleting locations shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that location.

**27. Contract Work Hours and Safety Standards Act:** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **28. Number of Meals and Delivery Times**

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

The food service management company shall not be paid for meals which are delivered outside 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 the contract. All deliveries must be accompanied by a delivery ticket and signature of a staff member at the meal location at their time of drop-off of the meal(s).

## **Required General Terms and Conditions**

### **Goods and Nonprofessional Services**

- A. VENDOR'S MANUAL:** This solicitation is subject to the provisions of the *Commonwealth of Virginia Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on [eVA website](#) under *Vendors Manual* on the *Vendors* tab.
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using alternative dispute resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION:** By submitting their (proposals/proposals), (respondents/offerors) certify to the Commonwealth that they will conform to the

provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. 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, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**D. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, (respondents/offerors) certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (respondent/offeror), supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance,

deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. CLARIFICATION OF TERMS:** If any prospective (respondent/offeree) has questions about the specifications or other solicitation documents, the prospective (respondent/offeree) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- I. PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - c. The following shall be deemed to be the date of payment: the

date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

d. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

## 2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S.



Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

**J. PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**K. QUALIFICATIONS OF (RESPONDENTS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (respondent/offeree) to perform the services/furnish the goods and the (respondent/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such (respondent/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**L. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**M. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

**N. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The purchasing agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the purchasing agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the purchasing agency's written decision affirming, modifying, or revoking the prior written notice. If the purchasing agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the purchasing agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the purchasing agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings

realized. The contractor shall present the purchasing agency with all vouchers and records of expenses incurred and savings realized. The purchasing agency shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the purchasing agency within 30 days from the date of receipt of the written order from the purchasing agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the purchasing agency or with the performance of the contract generally.

- O. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.
- P. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from state sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- Q. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to

determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed proposal only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the (respondent/offeree) clearly indicates in its proposal that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

- R. TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- S. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the respondent or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The respondent or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

## MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial general liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit (required only if a motor vehicle not owned by the Commonwealth is to be used in the contract). Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Professional Service	Limits
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractor	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations)	\$2,150,000 per occurrence, \$4,250,000 aggregate
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate

<b>Professional Service</b>	<b>Limits</b>
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

\*Limits increase each July 1 through fiscal year 2031 per *Code of Virginia* § 8.01-581.15.

- T. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on their website for a minimum of 10 days.
- U. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- V. NON-DISCRIMINATION OF CONTRACTORS:** A respondent, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the respondent or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- W. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- X. SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award

priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, respondents/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of proposals/proposals.

**Y. BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, respondents/offerors shall state proposal offer prices in U.S. dollars.

**Z. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.



## **AGREEMENT FOR SCHOOL FOOD PROGRAMS MANAGEMENT SERVICES**

This Offeror hereby certifies that, if selected, it shall operate in accordance with all applicable Virginia and federal regulations. The Offeror certifies that all terms and conditions within this REQUEST FOR PROPOSALS shall be a part of the contract as if incorporated therein.

This agreement shall be in effect for a period of one year starting 06/20/2021. This contract is renewable for four years.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative the day and year

The Capital Area Food Bank

Click to enter name of FSMC

Signature of Division Authorized  
Representative

Signature of FSMC Authorized  
Representative

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Printed Name of Division Authorized  
Representative

Printed Name of FSMC Authorized  
Representative

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Click to enter title of division authorized  
representative

Click to enter title of FSMC authorized  
representative

Click to enter date signed by division

Click to enter date signed by FSMC

Attest

Attest

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## APPENDIX A

### Proposal Per Meal Prices

A. **Breakfast:**

☐ SFSP \$\_\_\_\_\_ each

B. **Lunch:**

☐ CACFP \$\_\_\_\_\_ each

☐ SFSP \$\_\_\_\_\_ each

C. **Supper:**

☐ CACFP \$\_\_\_\_\_ each

☐ SFSP \$\_\_\_\_\_ each

D. **Snack:**

☐ CACFP \$\_\_\_\_\_ each

☐ SFSP \$\_\_\_\_\_ each

## **APPENDIX B**

### **Program Menu Cycles**

#### **MENU CYCLE FOR CHILD AND ADULT CARE FOOD PROGRAM**

***Attach a sample 21-day cycle after school care menu prepared by the Vendor. This menu must be used for the first 21-day cycle of the new school year. This menu should include CACFP Snack and Lunch/Supper.***

1	2	3	4	5
6	7	8	9	10

11	12	13	14	15
16	17	18	19	20
21	-	-	-	-

## MENU CYCLE FOR SUMMER FOOD SERVICE PROGRAM

***Attach a sample 21-day cycle SSO or SFSP menu prepared by the Vendor. This menu must be used for the first 21-day cycle of the new school year. This menu should include SFSP breakfast, snack, and lunch/supper.***

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	-	-	-	-

## APPENDIX C

### Meal Pattern Requirements

#### CACFP Child Meals Program

Lunch and Supper (Select all five components for a reimbursable meal)			
Food Components and Food <sup>1</sup> Items	Ages 1-2	Ages 3-5	Ages 6-12 & 13-18 <sup>2</sup>
<b>Fluid Milk<sup>3</sup></b>	4 fluid ounces	6 fluid ounces	8 fluid ounces
<b>Meat/meat alternates</b>			
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces
Tofu, soy product, or alternate protein products <sup>4</sup>	1 ounce	1 ½ ounce	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces
Large Egg	½	¾	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp.	3tbsp.	4tbsp.
Yogurt, plain or flavored, unsweetened or sweetened <sup>5</sup>	4 ounces or ½ cup	6 ounces or ¾ 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%
<b>Vegetables<sup>6</sup></b>	⅛ cup	¼ cup	½ cup
<b>Fruits<sup>6,7</sup></b>	⅛ cup	¼ cup	½ cup
<b>Grains (oz. eq)<sup>8,9</sup></b>			
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal, cereal grain, and/or pasta	¼ cup	¼ cup	½ cup

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

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

<sup>3</sup> 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.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

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

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

<sup>7</sup> 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.

<sup>8</sup> 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. <sup>9</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain. <sup>10</sup> 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).

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

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

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

<sup>3</sup>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.

<sup>4</sup>Alternate protein products must meet the requirements in Appendix A to Part 226.

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

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

<sup>7</sup>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.

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

<sup>9</sup>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).

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

# EXHIBIT A: GRAIN REQUIREMENT FOR CHILD NUTRITION PROGRAMS<sup>1, 2</sup>

Group A	Oz Eq for Group A
<ul style="list-style-type: none"> <li>Bread type coating</li> <li>Bread sticks (hard)</li> <li>Chow mein noodles</li> <li>Savory Crackers (saltines and snack crackers)</li> <li>Croutons</li> <li>Pretzels (hard)</li> <li>Stuffing (dry) Note: weights apply to bread in stuffing.</li> </ul>	1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz
Group B	Oz Eq for Group B
<ul style="list-style-type: none"> <li>Bagels</li> <li>Batter type coating</li> <li>Biscuits</li> <li>Breads (sliced white, whole wheat, French, Italian)</li> <li>Buns (hamburger and hot dog)</li> <li>Sweet Crackers<sup>3</sup> (graham crackers - all shapes, animal crackers)</li> <li>Egg roll skins</li> <li>English muffins</li> <li>Pita bread (white, whole wheat, whole grain-rich)</li> <li>Pizza crust</li> <li>Pretzels (soft)</li> <li>Rolls (white, whole wheat, whole grain-rich)</li> <li>Tortillas (wheat or corn)</li> <li>Tortilla chips (wheat or corn)</li> <li>Taco shells</li> </ul>	1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25 oz

<sup>1</sup>Under the CACFP, the following foods are whole grain or enriched or made with enriched or whole-grain meal and/or flour, bran, and/or germ. For meals and snacks served to children and adults, at least one serving of grains per day in the CACFP must be whole grain-rich starting October 1, 2017. Under the NSLP and SBP, the following food quantities from Groups A-G, must contain at least 16 grams of whole grain or can be made with 8 grams of whole grain and 8 grams of enriched meal and/or enriched flour to be considered whole grain-rich.

<sup>2</sup>Some of the following foods, or the accompaniments, may contain more sugar, salt, and/or fat than others. This should be considered when deciding how often to serve them.

<sup>3</sup>Considered a grain-based dessert and cannot count towards the grain component at any meal served under the CACFP beginning October 1, 2017, as specified in §226.20(a)(4). Allowed only as dessert at lunch served under the NSLP as specified in §210.10.



Group C	Oz Eq for Group C
<ul style="list-style-type: none"> <li>• Cookies<sup>3</sup> (plain - includes vanilla wafers)</li> <li>• Cornbread</li> <li>• Corn muffins</li> <li>• Croissants</li> <li>• Pancakes</li> <li>• Pie crust (dessert pies<sup>3</sup>, cobbler<sup>3</sup>, fruit turnovers<sup>4</sup>, and meat/meat alternate pies)</li> <li>• Waffles</li> </ul>	1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or 0.3 oz
Group D	Oz Eq for Group D
<ul style="list-style-type: none"> <li>• Doughnuts<sup>4</sup> (cake and yeast raised, unfrosted)</li> <li>• Cereal bars, breakfast bars, granola bars<sup>4</sup> (plain)</li> <li>• Muffins (all, except corn)</li> <li>• Sweet roll<sup>4</sup> (unfrosted)</li> <li>• Toaster pastry<sup>4</sup> (unfrosted)</li> </ul>	1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz
Group E	Oz Eq for Group E
<ul style="list-style-type: none"> <li>• Cereal bars, breakfast bars, granola bars<sup>4</sup> (with nuts, dried fruit, and/or chocolate pieces)</li> <li>• Cookies<sup>3</sup> (with nuts, raisins, chocolate pieces and/or fruit purees)</li> <li>• Doughnuts<sup>4</sup> (cake and yeast raised, frosted or glazed)</li> <li>• French toast</li> <li>• Sweet rolls<sup>4</sup> (frosted)</li> <li>• Toaster pastry<sup>4</sup> (frosted)</li> </ul>	1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz
Group F	Oz Eq for Group F
<i>(These items are only allowed under the NSLP and SBP)</i> <ul style="list-style-type: none"> <li>• Cake<sup>3</sup> (plain, unfrosted)</li> <li>• Coffee cake<sup>4</sup></li> </ul>	1 oz eq = 82 gm or 2.9 oz 3/4 oz eq = 62 gm or 2.2 oz 1/2 oz eq = 41 gm or 1.5 oz 1/4 oz eq = 21 gm or 0.7 oz

<sup>3</sup>Considered a grain-based dessert and cannot count towards the grain component at any meal served under the CACFP beginning October 1, 2017, as specified in §226.20(a)(4). Allowed only as dessert at lunch served under the NSLP as specified in §210.10.

<sup>4</sup>Considered a grain-based dessert and cannot count towards the grain component at any meal served under the CACFP beginning October 1, 2017, as specified in §226.20(a)(4). Allowed for desserts at lunch served under the NSLP as specified in §210.10, and for breakfasts served under the SBP.

<b>Group G</b> <i>(These items are only allowed under the NSLP and SBP)</i>	<b>Oz Eq for Group G</b>
<ul style="list-style-type: none"> <li>• Brownies<sup>3</sup> (plain)</li> <li>• Cake<sup>3</sup> (all varieties, frosted)</li> </ul>	1 oz eq = 125 gm or 4.4 oz 3/4 oz eq = 94 gm or 3.3 oz 1/2 oz eq = 63 gm or 2.2 oz 1/4 oz eq = 32 gm or 1.1 oz
<b>Group H</b>	<b>Oz Eq for Group H</b>
<ul style="list-style-type: none"> <li>• Cereal Grains (barley, quinoa, etc.)</li> <li>• Breakfast cereals (cooked)<sup>5,6</sup></li> <li>• Bulgur or cracked wheat</li> <li>• Macaroni (all shapes)</li> <li>• Noodles (all varieties)</li> <li>• Pasta (all shapes)</li> <li>• Ravioli (noodle only)</li> <li>• Rice (enriched white or brown)</li> </ul>	1 oz eq = 1/2 cup cooked or 1 ounce (28 gm) dry
<b>Group I</b>	<b>Oz Eq for Group I</b>
<ul style="list-style-type: none"> <li>• Ready to eat breakfast cereal (cold, dry)<sup>5,6</sup></li> </ul>	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cups or 1 ounce for puffed cereal 1 oz eq = 1/4 cup or 1 ounce for granola

<sup>3</sup>Considered a grain-based dessert and cannot count towards the grain component at any meal served under the CACFP beginning October 1, 2017, as specified in §226.20(a)(4). Allowed only as desserts at lunch served under the NSLP as specified in §210.10.

<sup>5</sup>Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; breakfast served under the SBP; and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

<sup>6</sup>Under the CACFP, cereals must be whole grain, enriched, or fortified, and must contain no more than 6 grams of sugar per dry ounce. Under the NSLP and SBP, cereals must be whole grain, whole grain and enriched, or fortified.

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

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

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

<sup>2</sup> Infant formula and dry infant cereal must be iron-fortified.

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

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

<sup>5</sup> A serving of this component is required when the infant is developmentally ready to accept it. 6 Fruit and vegetable juices must not be served.

Lunch and Supper	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk <sup>1</sup> or formula <sup>2</sup>	6-8 fluid ounces breastmilk <sup>1</sup> or formula <sup>2</sup> ; and  0-4 tablespoons Infant cereal <sup>2,3</sup> Meat, Fish, Poultry, Whole egg, Cooked dry beans, or Cooked dry peas; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-4 ounces or ½ cup of yogurt <sup>4</sup> ; or a Combination of the above <sup>5</sup> ; and  0-2 tablespoons vegetable or fruit or a combination of both <sup>5,6</sup>

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

<sup>2</sup> Infant formula and dry infant cereal must be iron-fortified.

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

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

<sup>5</sup> A serving of this component is required when the infant is developmentally ready to accept it. 6 Fruit and vegetable juices must not be served.

Snack	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk <sup>1</sup> or formula <sup>2</sup>	2-4 fluid ounces breastmilk <sup>1</sup> or formula <sup>2</sup> ; and  0-1/2 slice bread <sup>3,4</sup> ; or 0-2 crackers <sup>3,4</sup> ; or 0-4 tablespoons infant cereal <sup>2,3,4</sup> or ready-to-eat breakfast cereal <sup>3,4,5,6</sup> ; and  0-2 tablespoons vegetable or Fruit, or a combination of both <sup>5,7</sup>

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

<sup>2</sup> Infant formula and dry infant cereal must be iron-fortified.

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

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

<sup>5</sup> 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).

<sup>6</sup> A serving of this component is required when the infant is developmentally ready to accept it. 7 Fruit and vegetable juices must not be served.

#### Grain Based Desserts No Longer Allowable in the CACFP

Grain Based Desserts No Longer Allowable in the CACFP		
Group C	Oz Eq For Group C	Minimum Serving Size for Group C
<ul style="list-style-type: none"> <li>Cookies (plain-includes vanilla wafers)</li> <li>Pie crust (in dessert pies, cobbler, fruit turnovers)</li> </ul>	1 oz. eq = 34 gm or 1.2 oz. 3/4 oz. eq = 26 gm or 0.9 oz. 1/2 oz. eq = 17 gm or 0.6 oz. 1/4 oz. eq = 9 gm or 0.3 oz.	1 serving = 31 gm or 1.1 oz. 3/4 serving = 23 gm or 0.8 oz. 1/2 serving = 16 gm or 0.6 oz. 1/4 serving = 8 gm or 0.3 oz.
Group D	Oz Eq for Group D	Minimum Serving Size for Group D
<ul style="list-style-type: none"> <li>Doughnuts (cake and yeast raised, unfrosted)</li> <li>Cereal bars, breakfast bars, granola bars (plain)</li> <li>Sweet roll (unfrosted)</li> <li>Toaster pastry (unfrosted)</li> </ul>	1 oz. eq = 55 gm or 2.0 oz. 3/4 oz. eq = 42 gm or 1.5 oz. 1/2 oz. eq = 28 gm or 1.0 oz. 1/4 oz. eq = 14 gm or 0.5 oz.	1 serving = 50 gm or 1.8 oz. 3/4 serving = 38 gm or 1.3 oz. 1/2 serving = 25 gm or 0.9 oz. 1/4 serving = 13 gm or 0.5 oz.
Group E	Oz Eq for Group E	Minimum Serving Size for Group E
<ul style="list-style-type: none"> <li>Cereal bars, breakfast bars, granola bars (with nuts, dried fruit, and/or chocolate pieces)</li> </ul>	1 oz. eq = 69 gm or 2.4 oz. 3/4 oz. eq = 52 gm or 1.8 oz. 1/2 oz. eq = 35 gm or 1.2 oz. 1/4 oz. eq = 18 gm or 0.6 oz.	1 serving = 63 gm or 2.2 oz. 3/4 serving = 47 gm or 1.7 oz. 1/2 serving = 31 gm or 1.1 oz. 1/4 serving = 16 gm or 0.6 oz.

<ul style="list-style-type: none"> <li>• Cookies (with nuts, raisins, chocolate pieces and/or fruit purees)</li> <li>• Doughnuts<sup>4</sup> (cake and yeast raised, frosted or glazed)</li> <li>• Sweet rolls<sup>4</sup> (frosted)</li> <li>• Toaster pastry<sup>4</sup> (frosted)</li> </ul>		
Group F	Oz Eq for Group F	Minimum Serving Size for Group F
<ul style="list-style-type: none"> <li>• Cake (plain, frosted)</li> <li>• Coffee cake</li> </ul>	1 oz. eq = 82 gm or 2.9 oz. 3/4 oz. eq = 62 gm or 2.2 oz. 1/2 oz. eq = 41 gm or 1.5 oz. 1/4 oz. eq = 21 gm or 0.7 oz.	1 serving = 75 gm or 2.7 oz. 3/4 serving = 56 gm or 2 oz. 1/2 serving = 38 gm or 1.3 oz. 1/4 serving = 19 gm or 0.7 oz.

Source: USDA, CACFP 16-2017, Grain –Based Desserts in the Child and Adult Care Food Program, Exhibit A: Grain Requirement For Child Nutrition Programs. 6/30/2017. Retrieved from:  
<https://fns-prod.azureedge.net/sites/default/files/cacfp/CACFP16-2017os.pdf>

# Meal Pattern for Children

## Summer Food Service Program

Food Components and Food Items	Breakfast Serve all three	Lunch/Supper Serve all four	Snack Serve two of the four
<b>Milk</b>	<b>Required</b>	<b>Required</b>	
Fluid milk (whole, low-fat, or fat-free)	1 cup (½ pint, 8 fluid ounces) <sup>2</sup>	1 cup (½ pint, 8 fluid ounces) <sup>3</sup>	1 cup (½ pint, 8 fluid ounces) <sup>2</sup>
<b>Vegetables and Fruits<sup>4</sup></b> <b>Equivalent quantity of any combination of:</b>	<b>Required</b>	<b>Required</b>	
Vegetable or fruit or	½ cup	¾ cup total <sup>4</sup>	
Full-strength vegetable or fruit juice	½ cup (4 fluid ounces)	¾ cup <sup>4</sup>	¾ cup (6 fluid ounces) <sup>5</sup>
<b>Grains/Breads<sup>6</sup></b> <b>Equivalent quantity of any combination of:</b>	<b>Required</b>	<b>Required</b>	
Bread or	1 slice	1 slice	1 slice W
Cornbread, biscuits, rolls, muffins, etc. or	1 serving	1 serving	1 serving
Cold dry cereal or	¾ cup or 1 ounce <sup>7</sup>		¾ cup or 1 ounce <sup>7</sup>
Cooked cereal or cereal grains or	½ cup	½ cup	½ cup
Cooked pasta or noodle products	½ cup	½ cup	½ cup
<b>Meat and Meat Alternates</b> <b>Equivalent quantity of any combination of:</b>	<b>Optional</b>	<b>Required</b>	
Lean meat or poultry or fish or	1 ounce	2 ounces	1 ounce
Alternate protein products <sup>8</sup> or	1 ounce	2 ounces	1 ounce
Cheese or	1 ounce	2 ounces	1 ounce
Egg (large) or	½	1	½
Cooked dry beans or peas or	¼ cup	½ cup	¼ cup
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds <sup>9</sup> or		1 ounce=50% <sup>10</sup>	1 ounce
Yogurt <sup>11</sup>	4 ounces or ½ cup	8 ounces or 1 cup	4 ounce or ½ cup

<sup>1</sup> For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.

<sup>2</sup> Served as a beverage or on cereal or used in part for each purpose.

<sup>3</sup> Served as a beverage.

<sup>4</sup> Serve two or more kinds of vegetable or fruits or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

<sup>5</sup> Juice may not be served when milk is served as the only other component.

<sup>6</sup> Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) shall be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal shall be whole-grain, enriched or fortified.

Serving sizes and equivalents will be in guidance materials to be distributed by FNS to State agencies.

<sup>7</sup> Either volume (cup) or weight (ounces), whichever is less.

<sup>8</sup> Must meet the requirements of 7 CFR 225 Appendix A.

<sup>9</sup> Tree nuts and seeds that may be used as meat alternate are listed in Program guidance.

<sup>10</sup> No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry or fish.

<sup>11</sup> Plain or flavored, unsweetened or sweetened.

## CACFP Crediting Food Guide

- Download from the CACFP webpage (<http://osse.dc.gov/service/child-and-adult-care-food-program>) under the heading “Healthy Menu Planning and Wellness Resources”
- USDA Child Nutrition (CN) Label requirements
  - A CN Label is needed for commercially prepared combination foods that are used to satisfy the meat/meat alternate component, e.g. pizza, bean burritos, breaded fish or chicken portions.
  - Provide CAFB with a copy of CN Label for every product that requires such documentation. For guidance on acceptable forms of documentation, please see State Agency Memo #09-2015 at <http://osse.dc.gov/publication/sfsp-9-2015-child-nutrition-labels-copied-watermark>.
  - If the item does not have a CN label, obtain and provide a copy of Manufacturer’s Product Formulation Statement.
- Milk requirements
  - Provide low-fat (1%)
- Soy Milk requirements
  - Provide only unflavored USDA-approved soy milk(s) to children ages one through five years old:
    - 8<sup>th</sup> Continent Original Soy Milk
    - Pacific Natural Ultra Soy Milk
    - Safeway Lucerne Original Soy Milk
    - WhiteWave Foods Silk Original Soymilk
    - Great Value Regular Soymilk
  - May provide flavored USDA-approved soy milk(s) to children ages six years and older:
    - Pacific Natural Ultra Soy Milk, Vanilla
    - Kikkoman Pearl Organic Soymilk Smart, Creamy Vanilla
    - Kikkoman Pearl Organic Soymilk Smart, Chocolate
- Grain based desserts are no longer allowable in the CACFP. (See schedule E for complete details)
- State Agency Meal Pattern Requirements
  - No fried meats/meat alternates
  - No fried vegetables
  - Yogurt cannot contain more than 23g of sugar per 6 ounces. CACFP calculation tool: <https://www.odbcacfp.org/wp-content/uploads/2018/04/CACFPCalcYogurt.pdf>
  - Limitation on sugary cereal: no more than 2 times per month
    - Sugary cereals contain more than 6 grams of sugar per ounce (*See State Agency Sugary Cereal Guidance*)
    - 
    - NOTE: all cereal must be labeled as enriched, or fortified. In the CACFP, cereals must be whole grain rich if they’re the only whole grain rich item on the



menu for the day. In the SFSP, cereals must be whole grain rich. The vendor will be required to provide documentation of the whole grain rich item

## **APPENDIX D**

### **Independent Price Determination Certificate**

Both the school food authority (CAFB) and foodservice management company (FSMC) (respondent) shall execute this Certificate of Independent Price Determination.

Name of FSMC: Click to enter FSMC name

Name of CAFB: The Capital Area Food Bank

- A. By submission of this offer, the respondent 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 offer 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 respondent and will not knowingly be disclosed by the respondent 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 offer or to any competitor; and
  3. No attempt has been made or will be made by the offer 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 FSMC certifies that:
1. He or she is the person in the respondent 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 other offer organization responsible within the organization 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 FSMC, 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 proposals on any public contract, except as follows:** Click to enter content.

Signature of FSMC's Authorized Representative

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Title: Click to enter FSMC Authorized Representative's title

Date: Click to enter date

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

Signature of CAFB's Authorized Representative

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Title: Click to enter CAFB Authorized Representative's title

Date: Click to enter date

**NOTE: ACCEPTING A RESPONDENT'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.**

## APPENDIX E

### Certification of Debarment and Suspension Form

Click to enter name of FSMC

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Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

#### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- 1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: Click to enter business name

Date: Click to enter date      BY: Click to enter name and title of Authorized Representative

Signature of Authorized Representative

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### **Instructions for Certification of Debarment and Suspension Form**

- 1) By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into 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 entering into this transaction.
- 7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that 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 non-procurement List.

- 9) 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 by this clause. 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.
- 10) Except for transactions authorized under paragraph six of these instructions, 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 may terminate this transaction for cause or default.

### **Instructions for Certification**

- 1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. 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 available remedies, including suspension and/or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into 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.
- 6) The prospective lower tier participant further agrees by submitting this form that it will include this 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.

- 7) 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 that 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 non-procurement List.
- 8) 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 by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under paragraph five of these instructions, 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 available remedies, including suspension and/or debarment.

## **APPENDIX F**

### **Clean Air and Water Certificate**

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c) (1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the school food authority (CAFB) and food service management company (FSMC) respondent shall execute this certificate.

Name of FSMC: Click to enter name of FSMC

Name of SFA: The Capital Area Food Bank

#### **THE FSMC AGREES AS FOLLOWS:**

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 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 thereunder before the award of this contract.
- B. That no portion of the work required by this prime 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.
- C. 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.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

#### **THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:**

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. 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 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- D. The term "Clean Air 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 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. 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 the Foodservice Management Company.

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Signature of FSMC's Authorized Representative

Title: Click to enter title

Date: Click to enter date

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Signature of CAFB's Authorized Representative

Title: Click to enter title

Date: Click to enter date

## **APPENDIX G**

### **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 sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name of Organization (FSMC): Click to enter name

Address of Organization (FSMC): Click to enter address

Name and Title of Submitting Official: Click to enter name and title

Date: Click to enter date

---

Signature



## **Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

**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. Proposal/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:
- Sub-awardee:
- Tier, if known:
- Congressional district, if known:

**5. If reporting entity in no. 4 is sub-awardee, 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:**

**10. Attach continuation sheet(s) SF-LLL-A if necessary. If individual, last name, first name, MI.**

- a. Name and address of lobbying entity (last name, first name, MI):
- b. Individuals performing services (including address if different from no. 10 a.):

**11. Amount of payment:**

- a. Actual:
- b. Planned:

**12. Form of payment (check all that apply):**

- a. Cash
- b. In-kind; specify:  
Nature:  
Actual:

**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) contracted for payment indicated in item 11 (attach continuation sheet(s) SF-LLL-A, if necessary):**

**15. Are continuation sheet(s) SF-LLL-A attached:**

☐ Yes (number):

☐ No

**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.**

Print name:

Title:

Telephone:

Date:

---

Signature

## **Continuation Sheet SF-LLL-A**

Reporting entity:

Page Click to enter page number of Click to enter page number

## **Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 of 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 sub-awardee; e.g., the first sub-awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item four (4) checks "Sub-awardee", 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., RFP 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 four (4) or five (5).
10. 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.
11. 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).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item four (4)) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. 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.
16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if "yes". 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 (0348-00046), Washington, DC 20503.

## APPENDIX H

### USDA Policy Guidance on Procurement Topics

- [SP 38-2017](#), Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, dated June 30, 2017
- [SP 12-2016, CACFP 05-2016, SFSP 09-2016](#), Guidance on Competitive Procurement Standards for Program Operators, dated November 13, 2015
- [SP 07-2016, SFSP 07-2016](#), Local Foods and Related Activities in Summer Meal Programs, with Questions and Answers, dated November 12, 2015
- [SP 45-2016, CACFP 04-2016, SFSP 04-2016](#), Local Agency Procurement Reviews School Year 2016-2017, dated June 30, 2016
- [SP02-2016, CACFP 02-2016, SFSP 02-2016](#), Questions and Answers on the Transition to and Implementation of 2 CFR Part 200, dated October 30, 2015
- [SP 01-2016, CACFP 01-2016, SFSP 01-2016](#), Procuring Local Meat, Poultry, Game, and Eggs for Child Nutrition Programs, dated October 22, 2015
- [SP 30-2015, SFSP 18-2015, CACFP 16-2015](#), Office of Management and Budget Super-Circular - 2 CFR Part 200, dated March 18, 2015
- [SP 11-2015\(v2\) CACFP 10-2015 SFSP 13-2015](#), CN Labels Copied with a Watermark Acceptable Documentation, dated March 11, 2015
- [CACFP 11-2015](#), Local Foods in the Child and Adult Care Food Program, dated March 13, 2015
- [SP 09-2015, CACFP 03-2015, SFSP 02-2015](#), Written Codes of Conduct and Performance of Employees Engaged in Award and Administration of Contract, dated November 21, 2014
- [SP 06-2015](#), Farm to School and School Garden Expenses, dated November 12, 2014
- [SP20 CACFP07 SFSP06-2019 Revised](#), Federal Micro-Purchase and Simplified Acquisition Thresholds for Procurement, dated October 30, 2019
- [SP 23-2013](#), Guidance Reaffirming the Requirement that State agencies and School Food Authorities Periodically Review Foodservice Management Company Cost Reimbursable Contracts and Contracts Associated with USDA Foods, dated February 12, 2013
- [SP 03-2013, CACFP 02-2013, SFSP 02-2013](#), Procurement Geographic Preference Q&As – Part II, dated October 9, 2012
- [SP20-2019; CACFP07-2019; SFSP06-2019 – Revised](#), Federal Micro-Purchase and Simplified Acquisition Thresholds for Procurement, dated October 30, 2019
- [SP35-2012](#), Procuring Services of Purchasing Cooperatives, Group Purchasing Organizations, Group Buying Organizations, dated June 12, 2012

- [SP 17-2012](#), Procurement Questions and Answers to Assist in the Implementation of the final rule titled Nutrition Standards in the National School Lunch and School Breakfast Programs, dated February 23, 2012
- [SP 38-2017](#), Procurement Questions Relevant to the Buy American Provision in the NSLP, June 30, 2017
- [SP 41 – 2011](#), Indirect Cost Guidance 2011, dated July 7, 2011 and attachment
- [SP 18 – 2011](#), Procurement Geographic Preference Q&As, dated February 1, 2011
- [SP 08-2010 CACFP 05-2010 SFSP 06-2010](#), Geographic Preference for the Procurement of Unprocessed Agricultural Products in the Child Nutrition Programs, dated November 13, 2009
- [SP 01-2010, CACFP 01-2010 SFSP 01-2010](#), Applying Geographic Preferences in Procurements for the Child Nutrition Programs – Updates, dated October 9, 2009
- [SP 28-2009](#), Procurement Questions Revised, dated October 9, 2009
- [SP 10-2009](#), Economic Price Adjustments in Vendor Contracts, dated January 23, 2009
- [SP 07-2009](#), Reminder: Procurement Requirements for the National School Lunch, School Breakfast and Special Milk Programs, dated January 9, 2009
- [SP 44-2009](#): Guidance in Crediting for and Use of Donated Foods in Contracts with Food Service Management Companies, dated September 24, 2011
- [SP 30-2008, SP 08-2010 CACFP 05-2010 SFSP 06-2010](#), Geographic Preference for the Procurement of Unprocessed Agricultural Products in the Child Nutrition Programs
- [SP 21-2008](#), Prototype Language for Return of Discounts, Rebates and Credits to School Food Authorities, dated May 1, 2008
- [SP 15-2008](#), Allowability of Procurement Fees in School Food Authority (CAFB) Contract, dated March 12, 2008
- [SP 09-2008](#), Final Rule, Procurement Requirements for the National School Lunch, School Breakfast and Special Milk Programs, dated January 28, 2008
- [SP 02-2007](#), School Districts and Federal Procurement Regulations, dated January 23, 2007
- [SP 29-2006](#), Buy American Reminder, August 9, 2006
- [SP 19-2006](#), April 2006 Procurement Questions, dated April 25, 2006



## APPENDIX I

Rushing, K. & Nettles, M.F., (2017) Institute of Child Nutrition: *Developing a Resource for Using Standard School Nutrition Productivity Measures*, Applied Research Division, The University of Southern Mississippi (p.67-69).

## APPENDIX J

### Schedule of CACFP Meal Sites and Estimated Daily Quantities

<b>CACFP Site Name</b>	<b>Address</b>	<b>CACFP At-Risk Supper</b>	<b>CACFP At-Risk Snack</b>	<b>CACFP At-Risk Lunch/Supper Time</b>
Arlington Mill	909 S Dinwiddie St, Arlington, 22204-2983	30		3:00 pm- 4:00 pm
Boys & Girls Club of Greater Washington	9501 Dean Park Lane Manassas VA 20110	40		5:00 pm -5:30 pm
Community Lodgings-Fifer	607 Notabene Drive, Suite 1, Alexandria, 22305-1545	30		5:30 pm- 6:30 pm
Community Lodgings Brookside	601 Four Mile Run Trail, Alexandria, 22305	20		5:00 pm- 5:30 pm
Fort Henry Gardens	2470 S. Lowell St, Arlington, 22206-2422	15	15	4:00 pm – 4:45 pm
Gates of Ballston	4108 4th street North, Arlington, 22203-9998	20	20	4:30 pm- 5:30 pm
General Heiser	17565 Old Stage Coach Rd, Dumfries, 22206	35	35	3:00 pm - 4:00 pm
Gum Springs	8100 Fordson Rd, Alexandria, 22306	30		3:00 pm- 3:45 pm
Harvey Hall	850 South Greenbrier Street, Arlington, 22204-2709	20	20	3:00 pm- 3:45 pm
Huntington Community Center	5751 Liberty Dr, Alexandria, 22203	25		5:00 pm - 6:00 pm
James Lee Community Center	2855 Annandale Rd # 101, Falls Church , 22042	30	30	4:00 pm- 5:00 pm
Kingsley Commons CLC	3037 Monticello Drive, Falls Church, 22042	30		4:30 pm- 5:30 pm
South County Teen Center		20		4:00 pm - 5:30 pm

	8350 Richmond Highway, Room 309, Alexandria, 22309			
Southgate Community Center	12125 Pinecrest Rd, Reston, 20191	60		5:30 pm - 6:30 pm
Virginia Gardens	1712 S. Taylor Street, Arlington, 22204	15	15	4:00 pm - 5:00 pm
Wilson MC	6131 Wilston Dr, Falls Church	40		4:30 pm- 5:30 pm
Woodbury Park	2230 N. Fairfax Drive, Suite 100, Arlington, 22204	20	20	4:00 pm- 4:30 pm

**Schedule of SFSP Meal Sites and Estimated Daily Quantities**

<b>SFSP Site Name</b>	<b>Address</b>	<b>SFSP Lunch/Supper Time</b>	<b>SFSP Breakfast</b>	<b>SFSP Lunch/Supper</b>	<b>SFSP Snack</b>
Arlington Mill	909 S Dinwiddie St, Arlington, 22204-2983	12:00 pm- 1:00 pm		30	30
Boys & Girls Club of Greater Washington	9501 Dean Park Lane Manassas VA 20110	12:00 pm -12:30 pm	40	40	0
Community Lodgings-Fifer	607 Notabene Drive, Suite 1, Alexandria, 22305-1545	12:30 pm- 1:30 pm		30	
Fort Henry Gardens	2470 S. Lowell St, Arlington, 22206-2422	11:00 pm- 12:00 pm		15	15
Gates of Ballston	4108 4th street North, Arlington, 22203-9998	11:00 pm- 12:00 pm		20	20
General Heiser	17565 Old Stage Coach Rd, Dumfries, 22206	12:00 pm- 1:00 pm	35	35	
Harvey Hall	850 South Greenbrier Street, Arlington, 22204-2709	11:00 pm- 12:00 pm	0	20	20
Huntington Community Center	5751 Liberty Dr, Alexandria, 22203	12:00 pm- 1:00 pm		25	0

South County Teen Center	8350 Richmond Highway, Room 309, Alexandria, 22309	12:00 pm- 1:00 pm		20	
Southgate Community Center	12125 Pinecrest Rd, Reston, 20191	2:00 pm-3:00 pm		60	
Virginia Gardens	1712 S. Taylor Street, Arlington, 22204	11:00 am-12:00 pm		20	20
Woodbury Park	2230 N. Fairfax Drive, Suite 100, Arlington, 22204	11:00 am-12:00 pm		20	20