

Request For Proposals
Vendor/Caterer–Meals Only

For:

USDA Child and Adult Care Food Program and Summer Food Service Program

Issued by:

The Capital Area Food Bank

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**PART I
GENERAL INFORMATION**

A. Intent

This solicitation is for the purpose of entering into a **fixed-price-per-meal** contract for providing food services for The Capital Area Food Bank, hereinafter referred to as the Agency. The statements, items, and criteria set forth herein are the minimum requirements to be provided in the proposal submission and the contractual agreement.

B. Proposal Submission and Award

1. Sealed proposals on the forms provided and accompanying documents **must** be submitted to Alexis Lahr by 5 PM on 4/19/2021.
2. Agency reserves the right to reject any or all proposals, if deemed to be in the best interest of the Agency.
3. To be considered, each Vendor must submit a **complete** response to the Request for Proposals (RFP). No other distribution of a proposal is to be made by the Vendor. **Vendors must complete, sign, and submit Parts I, II, III, and all applicable Resources and Appendices.**
4. Award shall be made to the responsive and responsible Vendor whose proposal is most advantageous to the Agency. A responsible Vendor is one who's financial, technical, and other resources indicate an ability to perform as required by this solicitation.
5. Bids/Proposals tendered by mail should be addressed to Alexis Lahr, 4900 Puerto Rico Avenue NE, Washington DC 20017 with the exterior of the envelope plainly marked, "**Food Service Proposal**." Allow enough time for delivery to meet the due date. Alternatively, bids may be emailed to Alexis Lahr at alahr@capitalareafoodbank.org with "**Food Service Proposal**" in the subject line.
6. If more than one proposal is offered by any one party, by or in the name of another entity or person, all such bids/proposals will be rejected.
7. Vendor is expected to be fully informed of the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. If the Vendor desires to personally examine/visit the job site(s) to relate the existing conditions to the bid document requirements, contact Alexis Lahr at (202) 644-9826 or alahr@capitalareafoodbank.org
8. Vendor will comply with the following nondiscrimination statements:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and 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, audiotape, 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, 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.

This institution is an equal opportunity provider.

The Maryland State Department of Education does not discriminate on the basis of age, ancestry/national origin, color, disability, gender identity/expression, marital status, race, religion, sex, or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups. For inquiries related to Department policy, please contact: Agency Equity Officer, Equity Assurance and Compliance Office, Office of the Deputy State Superintendent for Finance and Administration, Maryland State Department of Education, 200 W. Baltimore Street - 6th Floor, Baltimore, Maryland 21201-2595, 410-767-0426 – voice, 410-767-0431 – fax, 410-333-6442 - TTY/TDD.

9. **The proposal of the Agency's selected Vendor must be reviewed by the Maryland State Department of Education (MSDE) prior to final execution of the contract.**

10. Any proposal submitted shall be in accordance with the laws of the State of Maryland and regulations of the U.S. Department of Agriculture.

C. Incurred Cost

Agency is not liable for any cost incurred by the Vendor prior to the signing of the contract by all parties.

D. Subcontracts

1. No Agency may contract out for the management responsibilities of the Program.
2. **Summer Food Service Program ONLY:** Vendor may not subcontract with another company for the total meal (with or without milk) or for assembling of the meal.

E. Contract Terms

The initial contract period shall be for a period of one year beginning on or about June 21, 2021 and ending June 21, 2022 with the option of up to four one-year renewals by mutual written agreement between the Agency and the Vendor. Each contract renewal must be reviewed by MSDE prior to execution.

F. Pre-Proposal Meeting/Questions

Pre-proposal meeting is **not** scheduled. Questions regarding this RFP must be submitted in writing to the agency not later than five calendar days after the issuance of the RFP. Written answers to questions that change or substantially clarify the RFP will be provided to all prospective Vendors.

G. Late Bids/Proposals

Any proposal received after the due time and date specified for receipt will not be considered.

H. Guarantee and Bond

1. Submit a guarantee equivalent to five percent of the total proposal price which must consist of a firm commitment such as a certified check, or other negotiable instrument accompanying a bid as assurance the Vendor will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. The guarantee will be returned: (a) to unsuccessful Vendors as soon as practicable after the opening of bids/proposals; and (b) to the successful Vendor upon full execution of the contractual documents.
2. **Contracts that include the Summer Food Service Program**
 - a. Each food service management company which submits a bid exceeding the simplified acquisition threshold in 2 CFR part 200, as applicable, shall obtain a bid bond in an amount not less than 5 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.
 - b. Each food service management company which enters into a food service contract exceeding 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 food service management company 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 food service management company to furnish a copy of the performance bond within ten days of the awarding of the contract.
 - c. FSMC 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 food service management companies to post any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

I. Nonperformance and Excess Costs

1. Nonperformance shall subject the Vendor to specified sanctions, outlined in the contract, in instances where the Vendor violates or breaches contract terms and/or federal and State law or regulation. In the case of nonperformance or noncompliance by the Vendor, the Vendor shall pay the Agency for any excess costs incurred by the Agency for obtaining meals from another source.
2. Vendor will be paid by the Agency for all meals delivered in accordance with the contract and Program(s) regulations. However, neither the USDA nor MSDE assumes any liability for the payment of differences between the number of meals delivered and the number of meals served.

J. Health Certification and Inspection

1. Vendor shall have the most recent authorized State or local health official's certification for any facility that it proposes to prepare meals and shall maintain such certification for the duration of the contract. The certification must cover the transport of food from the facility to the site.
2. **Summer Food Service Program ONLY**
Vendor must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform to the standards set by local health authorities. The results of the inspections must be submitted promptly to the Agency and to the State agency.

K. Nonpayment for Spoilage

No payment shall be made for meals that are spoiled or unwholesome at time of delivery, or do not meet detailed specifications as developed by the Agency for each food component specified, or do not otherwise meet the requirements of the contract.

L. Gifts from Vendor

Agency's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from any Vendor. 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 either by the Agency's officers, employees, or agents, or by the Vendor or their agents.

M. 21-Day Menu

1. The 21-day menu (Appendix A-4) must be used as the standard for estimating average cost per meal. The 21-day menu must be adhered to for the first 21 days of meal service. Changes thereafter may only be made with Agency approval, however, any changes must equal or exceed the original 21-day menu.
2. Menus must comply with the requirements as described in 7 CFR Parts 225 and 226. The Agency has outlined the requirements in Part IV, Resources A - B.
 - a. All bids must include a 21-day menu for each meal type. The Agency will evaluate the 21-day menu according to the applicable meal pattern requirements.
 - b. The Agency may request information such as sample production records, recipes, and nutrient analysis of all products used in the 21-day menu.

N. Code of Conduct

Agency will maintain a written code of conduct governing the performance of their officers, employees, or agents engaged in contract awards and administration when the contract is funded in whole or in part by USDA program funds.

O. Management Fee

1. Fixed price contract
No management fee increase may be implemented prior to review of Vendor's written request by MSDE.
2. The following must be included in the management fee and may not be charged in any other expense:
 - a. Travel expense of all FSMC personnel
 - b. Menu development specific to the operation
 - c. On-site food service, employee training, management meetings, and/or management development programs specific to the operation
 - d. Nutrition education material and program expense
 - e. Design services specific to the operation
 - f. Cost of production of the following: training manuals, procedures manuals, food service control forms and supplies, and material for special promotions
 - g. Personal representation visitation and coverage on regular basis by a principal of FSMC

- h. Education programs via assembly programs, special programs, parent-teacher meetings and food service advisory committee meetings
 - i. Keeping the Agency current and aware of policies and procedures of State and federal government as far as food service operations and nutrition are concerned
 - j. All accounting including on-site bookkeeping charges and preparation of the reimbursement claim report
 - k. All payroll reporting including recording, documentation, and issuance of weekly payroll checks
 - l. Training of staff
3. The Agency has the right to disqualify proposal if any of the above expenses are charged other than management fee.

P. Economic Price Adjustment and Price Renegotiation

1. Adjustment and/or renegotiation of management fees, meal prices, or food will be allowed in the subsequent years of the agreement. An adjustment or renegotiation allows the vendor to increase their price to the Agency and allows the Agency to demand a price reduction.
2. If the vendor requests a price increase, the annual percentage increase must be based on the U.S. Department of Labor, Bureau of Labor Statistics, Food Away From Home series of the Consumer Price Index for All Urban Consumers (CPI-U) for the respective Core Based Statistical Area (CBSA) for the most recent 12-month period immediately preceding the month in which the contract expires or ten percent, whichever is less.
3. Before any fee or price increases can be implemented, the Vendor must document through cost or price analysis the need for such price increase.
4. Agency must forward all documentation to MSDE for review prior to acceptance of price increase.

PART II CONTRACT SCOPE

A. General Requirements

1. The food service shall be operated and maintained to the benefit of the Agency's participants, faculty, and staff.
2. The food service shall be managed to promote maximum participation in the USDA Child and Adult Care Food Program and Summer Food Service Program.
3. The Vendor shall have the exclusive right to the food service program at the site(s) specified in the Appendices.
4. The Agency and the Vendor will operate in accordance with program regulations specified in 7 CFR Parts, 225, 226, and 2 CFR Part 200.
5. Vendor shall provide the type of food service at sites as specified in the Appendices. By mutual agreement, sites may be added to or deleted. However, sites are limited to attendance units of the Agency.
6. Agency reserves the right to maintain food and beverage vending machines in its facilities or to have the Vendor maintain the vending. Revenues must accrue to the Agency.
7. Vendor shall be independent and not an employee of the Agency. The employees of the Vendor are not employees of the Agency.
8. Vendor shall operate the food service in accordance with the policies and regulations of MSDE and USDA regarding the Program(s) and any additions or amendments thereto.
9. Agency shall have ultimate legal responsibility for the conduct of the overall food service and shall monitor the food service to ensure compliance with the policies and regulations of MSDE and USDA regarding the Program(s) and any additions or amendments thereto.

B. Responsibilities of the Agency

1. Agency shall ensure the food service is in conformance with its Permanent Agreement and Permanent Policy Statement. If requested, the Agency will make a copy of both documents available to the Vendor.
2. Agency shall retain control of the quality, extent, and general nature of the food service and the prices to be charged for meals.
3. Agency maintains the responsibility for preparing and submitting all reports and claims for reimbursement to MSDE.
4. Agency shall retain signatory authority for the annual application for participation in the Program(s).
5. Agency shall distribute, collect, and determine eligibility applications for free and reduced-price meals.
6. Agency shall verify applications for free and reduced-price meals as required by federal regulations.
7. Agency shall conduct performance, accountability, and other reviews as required by State and federal regulations and guidelines.
8. Agency shall maintain a system for contract administration to assure contractual compliance with contract terms.
9. Agency shall monitor contract compliance on an ongoing basis and strictly enforce all contract provisions, including those related to the return of discounts, rebates, and applicable credits.
10. Agency shall maintain a system for assuring that the Vendor operates the food service program in conformance with the Agency's Agreement for participation in the Program(s).
11. Agency shall comply with Federal and state standards and policies relating to energy efficiency.
12. Agency will provide the Vendor a list of approved sites with projected number of meals for each site and will notify Vendor of site operational changes within a mutually agreed upon time frame.

C. Responsibilities of the Vendor

1. Vendor shall provide on such days and at such times as requested by the Agency:
 - a. Meals, priced as a unit, that meet the requirements prescribed by federal and state regulations.
 - b. Other foods as agreed upon by the Vendor and Agency.
2. Vendor shall adhere to the 21-day menu as specified by the Agency on Appendices A-4 for the first 21 days of meal service. Thereafter, changes in the menu may be made only with Agency prior approval.
 - a. Menus must comply with the requirements, as described in 7 CFR Parts, 225, and 226. The Agency has outlined the requirements for meeting this requirement in the Part IV, Resources A - B.
 - b. Vendor shall provide CAFB with menus 60 days in advance of meal service. CAFB may request changes before approving.
3. Vendor shall make modifications to the menu plan for participants with disabilities or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement that includes recommended alternate foods. Such statement shall be signed by a recognized medical authority.
4. Vendor shall deposit daily all monies in the Agency account.
5. Vendor shall comply with all local and State sanitation standards.
6. Vendor shall comply with Federal and state standards and policies relating to energy efficiency.

D. Purchases

1. Agency shall retain title of all purchased food and nonfood items.
2. Vendor must meet minimum food specifications for product size, count, container, and packing medium.
3. Once a year, the Agency reserves the right to compare prices of the 30 most-used food and nonfood items. The Agency will compare current vendor price for these items with at least two other local vendors' prices and maintain on file.
4. Nothing in this contract shall prevent the Agency from participating in food co-ops or purchasing food from vendors with whom the Vendor normally does not do business.
5. **Buy American:** Vendor should comply with the Buy American provision including the need and/or requirement for documentation that:
 - a. requests consideration on the use of alternative foods before approving an exception.
 - b. the use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
 - c. the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.
6. To the greatest extent practicable, the purchase, acquisition, or use of goods, products, or materials should be produced in the United States.
7. Agency may request that the Vendor use geographic preference for the procurement of unprocessed agricultural products which are locally grown and locally raised, and that have not been cooked, seasoned, frozen, canned, or combined with any other products.

E. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

1. Vendor agrees to comply with 2 CFR Part 200 including Appendices, and not limited to:
 - a. Equal Employment Opportunity.
 - b. Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708).
 - c. Davis Bacon Act (for construction contracts in excess of \$2,000).
 - d. Rights to inventions made under contract or agreement.
 - e. Debarment and Suspension [Executive Orders 12549 and 1268900].
 - f. Byrd Anti-Lobbying Amendment [31 U.S.C. 1352].
 - g. Clean Air and the Federal Water Pollutions Control Act (42 U.S.C. 7401-7671q. and 33 U.S.C. 121-1387).

F. Licenses, Fees, Taxes

1. Vendor shall maintain all licenses, permits, and health certification required by federal, State, and local law. All employees having contact with participants must undergo a criminal background check. The Vendor is responsible for the fee associated with this background check.
2. Vendor shall have State or local health certification for any facility it proposes to prepare meals, and the Vendor shall maintain this health certification for the duration of the contract. If applicable, the transport of food prepared by the Vendor must also be certified by the appropriate health authorities.

G. Terms and Termination

1. Agency shall maintain a contract administration system to ensure the contract is performed in accordance with contract terms and specifications.

2. If the Vendor violates or breaches the terms of and conditions of this contract, the Agency shall give the Vendor written notice and an opportunity to cure the violation/breach. Should the Vendor fail to make reasonable progress to affect such cure, or correct the violation/breach, the Agency may assess the following penalties against the Vendor:
 - a. **First written notification**
Correction or reasonable progress to affect a cure must be within five operating days.
Failure to comply will result in loss of administrative fee for one day per site involved.
 - b. **Second written notification for the same violation**
Correction or reasonable progress to affect a cure must be within five operating days.
Failure to comply will result in loss of administrative fee for five days per site involved.
 - c. **Third written notification for the same violation**
Correction or reasonable progress to affect a cure must be within five operating days.
Failure to comply will result in loss of administrative fee for ten days per site involved.
3. This contract may be terminated for cause by either the Agency or Vendor with a 60-day notification.
4. If the contract is terminated for cause and for convenience by either party, it must include the manner by which it will be effected and the basis for settlement.
5. Vendor shall be subject to administrative, contractual, or legal remedies, sanctions, and penalties as applicable.

H. Recordkeeping

1. Vendor shall maintain such records as the Agency will need to meet monthly reporting responsibilities and the claim for reimbursement, financial, and other reports to the MSDE. The FSMC shall report claims information to the Agency promptly at the end of each month.
2. Vendor shall maintain such records the Agency requires to support claims for reimbursement and other records necessary to comply with federal and State laws and regulations and must report to the Agency promptly at the end of each month. Such records shall be available, for a period of three years from the date of receipt of final payment under the contract, for inspection and audit by representatives of the Agency, MSDE, USDA, and the General Accounting Office, at any reasonable time and place. If audit findings have not been resolved, the records must be retained beyond the three-year period as long as required for the resolution of the issue raised by the audit. All Vendor records pertaining to the Agency shall be maintained at the Agency while the contract is in effect.
3. Vendor shall not remove federally-required records upon contract termination.
4. Agency may review and audit Vendor records pertaining to the Agency's food service operation at any time during the period of the contract.
5. Vendor must submit all costs incurred pertaining to Agency food service within 30 days of the last day of each month or the final day of the program.
6. 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.

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:

1. Ticket number;
2. Date of Delivery;
3. Delivery Departure Time;
4. Delivery Departure Temperature(s);
5. Delivery Address;
6. Requisition Number;
7. Name of food items;
8. Item Number;
9. Quantity of Items Delivered;
10. Unit Price;
11. Extended Amount;
12. Carrier Operator's Name;
13. Name, Signature and Telephone Number of Institution designee, receiving the item; and
14. Acknowledgement of receiving the items by the Institution designee.

- c. The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
7. 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.
8. By the 7th of the following month, Vendor shall send CAFB:
 - a. Monthly invoice;
 - b. 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
 - c. Total number of meals delivered to each site in that month.

I. Payment of Fees

1. Agency shall pay the Vendor the billable expenses within 30 days of submission of an invoice date for each monthly period of program operation.
2. Vendor shall receive no payment for meals that are spoiled or unwholesome at time of delivery, or services that do not meet the detailed specifications for a reimbursable meal in the meal pattern or do not otherwise meet the contract requirements.
3. Agency may withhold final payment upon termination of the contract until all federally-required records have been turned over to the Agency.
4. Agency will not pay interest on monthly invoice charges from the nonprofit food service account.

J. Emergency Closings

Agency will establish procedures on a site by site basis for working with the Vendor when there is a snow emergency, change in site schedule, field trips, unexpected closings or other events known to Agency that may affect participation in the meal program.

K. Indemnification

Vendor shall indemnify and save harmless the Agency against or from all costs, expenses, damages, injury or loss to which the Agency may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of this contract and shall save and keep harmless the Agency against and from all claims and losses to it from any causes whatsoever, in the matter of making, furnishing and delivering materials/services as called for in contract documents.

L. Quantities

The dollar values and/or quantities stated herein are provided as a general guide for bidding but are not guaranteed; they represent the best estimates of the Agency.

PART III
PROPOSAL QUALIFICATIONS AND SUBMISSION

A. Required Vendor Qualifications

1. Provide evidence of proposal guarantee and, if applicable, bonding requirements based on total contract price.
2. Provide evidence of current experience as a Vendor in schools, colleges/universities, child and adult care centers, hospitals, or commercial sector.
3. Provide a representative list of agencies and/or facilities with which you currently have a Vendor contract.
4. Provide a list of contracts that were lost in the past three years (maximum of five).
5. Submit copies of Vendor financial statements (audited or reviewed preferred) for the past two years with an income statement and balance sheet.
6. Submit all Parts of the RFP along with required documents.

B. Proposal Additional Qualifications

1. 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.
- 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.

2. 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.

3. **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.

4. **Emergencies**

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.

CONTRACTOR-

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Institution by telephone or email of the following:

- a. the impossibility of on-time delivery;
- b. the circumstance(s) precluding delivery, and
- c. a statement of whether or not succeeding deliveries will be affected.

No payments will be made for deliveries made later than 5 minutes after specified mealtime.

INSTITUTION-

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.

5. **Meal Orders**

Institutions will order meals by at least on 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.

6. **Delivery Requirements**

- a. The contractor shall make delivery to each site in accordance with the order from the Institution.
 - a. 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 A-3.
 - b. 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.
 - c. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
 - d. 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.

7. **Number of Meals and Delivery Times**

The contractor must provide exactly the number of meals ordered. Counts of meals will be made at all 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).

C. **Award Criteria – for RFPs only**

Criteria	Weight
<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
<u>Price per meal</u>	<u>51</u> Points
	<u>100</u> Total

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:
 - 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.
 - 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.
 - 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
- In addition, please provide itemized costs
- e. Proposing company's use of technology in recordkeeping—For example, use of electronic packing slips.
 - 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.
 - 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.

Resource A

Child and Adult Care Food Program (CACFP) Meal Pattern Requirements
Infant Meal Pattern

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

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

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

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

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

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

⁶ Fruit and vegetable juices must not be served.

CACFP Infant Meal Pattern

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

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

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

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

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

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

⁶ Fruit and vegetable juices must not be served.

CACFP Infant Meal Pattern

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

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

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

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

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

⁵ 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).

⁶ 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.

CACFP CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both⁴	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq)^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

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

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

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

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

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

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

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

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

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served.

Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

CACFP CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	⅛ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	⅛ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

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

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

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for

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

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

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

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

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

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

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

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

CACFP CHILD MEAL PATTERN

Snack (Select two of the five components for a reimbursable snack)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency)
Fluid Milk³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	⅛ cup	⅛ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables⁶	½ cup	½ cup	¾ cup	¾ cup
Fruits⁶	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq)^{7,8}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{9,10}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

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

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

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

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

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

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

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

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

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

¹⁰ Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is $\frac{1}{4}$ cup for children ages 1-2; $\frac{1}{3}$ cup for children ages 3-5; and $\frac{3}{4}$ cup for children ages 6-12.

Summer Food Service Program Meal Pattern Requirements

Food Components and Food Items	Breakfast Serve all three	Lunch/Supper Serve all four	Snack Serve two of the four
Milk	Required	Required	
Fluid Milk	1 cup ¹ (½ pint, 8 fl. oz.) ²	1 cup (½ pint, 8 fl. oz.) ³	1 cup (½ pint, 8 fl. oz.) ²
Vegetables and/or Fruits – Equivalent quantity of any combination of...	Required	Required	
Vegetable or fruit or	½ cup	¾ cup total ⁴	¾ cup
Full-strength vegetable or fruit juice	½ cup (4 fluid oz) = 50% ⁵		¾ cup (6 fluid oz.) ⁶
Grains and Breads ⁷ – Equivalent quantity of any combination of...	Required	Required	
Bread or	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. or	1 serving ⁸	1 serving ⁸	1 serving ⁸
Cold dry cereal or	¾ cup or 1 oz. ⁹		¾ cup or 1 oz. ⁹
Cooked cereal or cereal grains or	½ cup	½ cup	½ cup
Cooked pasta or noodle products	½ cup	½ cup	½ cup
Meat and Meat Alternates – Equivalent quantity of any combination of...	Optional	Required	
Lean meat or poultry or fish or	1 oz.	2 oz.	1 oz.
Alternate protein products ¹⁰ or	1 oz.	2 oz.	1 oz.
Cheese or	1 oz.	2 oz.	1 oz.
Egg (large) or	½	1	½
Cooked dry beans or peas or	¼ cup	½ cup ²	¼ cup ²
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds ¹¹ or		1 oz. = 50% ¹²	1 oz.
Yogurt ¹³	4 oz. or ½ cup	8 oz. or 1 cup	4 oz. or ½ cup

Endnotes:

- For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.
- Served as a beverage or on cereal or use in part for each purpose.
- Served as a beverage.
- 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.
- Juice may not be served when milk is served as the only other component.
- 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 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.
- Either volume (cup) or weight (ounces), whichever is less.
- Must meet the requirements for 7 CFR 225 Appendix A.
- Tree nuts and seeds that may be used as meat alternate are listed in program guidance.
- 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.
- Plain or flavored, unsweetened or sweetened.

SERVICES DESIRED

An important part of contracting for food service is deciding which services the Agency wants provided. The following is a brief description of the options that are available. Once the desired service has been determined, check the appropriate box.

Vendor



Delivered Meals Only

Vendor will provide all food supplies as per Agency specifications. The cost of the food will be a major part of the proposal price

TYPES OF PROGRAM MEALS DESIRED

<u>Check appropriate boxes:</u>	<u>Name of Nutrition Program</u>
<input checked="" type="checkbox"/> Single Choice Reimbursable Breakfasts:	<u>SFSP</u>
<input checked="" type="checkbox"/> Single Choice Reimbursable Lunches:	<u>SFSP and CACFP</u>
<input checked="" type="checkbox"/> Single Choice Reimbursable Suppers:	<u>SFSP and CACFP</u>
<input type="checkbox"/> Multi-Choice Reimbursable Breakfasts:	_____
<input type="checkbox"/> Multi-Choice Reimbursable Lunches:	_____
<input type="checkbox"/> Multi-Choice Reimbursable Suppers:	_____
<input checked="" type="checkbox"/> Afterschool/PM Snacks:	<u>SFSP and CACFP</u>
<input type="checkbox"/> Milk Only	_____
<input type="checkbox"/> À la Carte (including catering)	_____
<input type="checkbox"/> Adult Meals	_____
<input type="checkbox"/> Other (specify):	_____

APPENDIX A-3

SITE PROFILE

Site	Address	Age/Grades	Enrollment	Type of Service¹	Meal Service Times	Number of Service Days	Avg. Daily Participation	Program Name(s)²
Bladensburg CC	4500 57 th Ave, Bladensburg MD, 20710	5-18	50	Lunch & Snack	2:30 – 4:30 PM	49	49	SFSP
CAFÉ at Queens Manor	2705 Queens Chapel Road, Mt. Ranier MD, 20712	5-18	25	Lunch	5-6 PM	41	24	SFSP
CASA de Maryland	8151 15 th Ave, Hyattsville MD, 20783	5-18	20	Lunch	3-4 PM	10	35	SFSP
Central Gardens	13 Cindy Lane, Capitol Heights MD, 20743	5-18	22	Lunch & Snack	3-4 PM	15	54 (2 or 3 meals per child)	SFSP
Danbury Youth Center	5501 Silver Road, Forestville MD 20747	6-12	28	Lunch & Snack	11 – 11:45 AM	47	27	SFSP
Deerfield Run community Center	13000 Laurel Bowie Road, Laurel MD, 20708	5-18	100	Lunch & Snack	2:30 – 4:30 PM	100	99	SFSP
Freedom School at EXCEL	7910 Scott Road, Landover MD 20785	5-18	50	Lunch & Snack	12 -1 PM	30	45	SFSP
Glenarden Community Center	8615 McLain Ave, Glenarden MD 20706	5-18	15	Lunch & Snack	2:30 – 4:30 PM	49	49 (2 or 3 meals per child)	SFSP
Glenarden Woods Community Center	7941 Johnson Ave, Glenarden MD 20706	5-18	15	Lunch & Snack	3-4 PM	15	37 (2 or 3 meals per child)	SFSP
Glenn Dale Community Center	11901 Glenn Dale Blvd, Glenn Dale MD, 20769	5-18	15	Lunch & Snack	2:30 – 3:30 PM	49	15	SFSP
Glenreed Community Center	3201 Reed Street, Lanham MD 20706	5-18	10	Lunch & Snack	3-4 PM	15	25 (2 or 3 meals per child)	SFSP
Holly Spring Meadows Community Center	5521 Marlboro Pike, Forestville MD 20747	5-18	15	Lunch & Snack	3-4 PM	15	37 (2 or 3 meals per child)	SFSP
Kids Creations Child Development Center	3701 Meadowview Drive, Suitland MD 20746	3-4	21	Lunch & Snack	12-12:45 PM	47	20	SFSP

Marlow Heights Community Center	2800 St. Clair Drive, Marlow Heights MD 20748	5-18	20	Lunch & Snack	2:30 – 3:30 PM	49	49	SFSP
Millwood Community Center	1418 Karen Boulevard, Capitol Heights MD 20743	5-18	10	Lunch & Snack	3-4 PM	15	17 (2 or 3 meals per child)	SFSP
Oakcrest Community Center	1300 Capitol Heights Boulevard, Capitol Heights 20747	5-18	60	Lunch & Snack	2:30 – 3:30 PM	49	98	SFSP
Pleasant Homes Community Center	6810 Greig Street, Seat Pleasant MD	5-18	15	Lunch & Snack	3-4 PM	15	37 (2 or 3 meals per child)	SFSP
Queenstown Community Center	3103 Queens Chapel Road, Mount Ranier MD 20712	5-18	20	Lunch & Snack	3-4 PM	15	49 (2 or 3 meals per child)	SFSP
Seat Pleasant Community Center	5720 Addison Road, Seat Pleasant MD 20743	5-18	50	Lunch & Snack	2:30 – 3:30 PM	49	49	SFSP
SEED Summer Bridges	5819 East Pine Drive, Riverdale, MD, 20732	5-18	30	Lunch & Snack	11:30 AM – 12:30 PM	47	25	SFSP
Shadenjuan Childcare Center	3231 Brinkley Road, Temple Hills MD	5-18	25	Lunch & Snack	11-12:30 PM	44	24	SFSP
St. Stephen Baptist Church	5757 Temple Hills MD, 20748	5-18	3000	Lunch & Snack	11 – 3 PM	10	3000 each	SFSP
Suitland Community Center	5600 Regency Lane, Forestville MD, 20747	5-18	10	Lunch & Snack	11 AM – 1 PM	10	10	SFSP
Summer Ridge Community center	1837 Belle Haven Drive, Landover MD 20785	5-18	15	Lunch & Snack	3-4 PM	15	37 (2 or 3 meals per child)	SFSP
Bladensburg CC	4500 57 th Ave, Bladensburg MD, 20710	5-18	50	Supper	5-5:30 PM	178	27	CACFP
CASA de Maryland	8151 15 th Ave, Hyattsville MD, 20783	5-18	15	Supper	5-5:30 PM	175	14	CACFP
CAFÉ at Queens Manor	2705 Queens chapel Road, Mount Ranier, MD 20712	11-18	50	Supper	5-5:30 PM	196	17	CACFP
Central Gardens	13 Cindy Lane, Capitol Heights MD, 20743	5-18	20	Supper	5-5:30 PM	185	17	CACFP
Danbury Youth Center	5501 Silver Road, Forestville MD 20747	6-12	75	Supper	3 – 5 PM	187	64	CACFP

Glenarden Community Center	8615 McLain Ave, Glenarden MD 20706	5-18	15	Supper	5:00 – 5:30 PM	178	14	CACFP
Glenarden Woods Community Center	7941 Johnson Ave, Glenarden MD 20706	5-18	30	Supper	5:30 – 6:00 PM	182	13	CACFP
Glenn Dale Community Center	11901 Glenn Dale Blvd, Glenn Dale MD, 20769	5-18	30	Supper	3:30 – 4 PM	178	15	CACFP
Glenreed Community Center	3201 Reed Street, Lanham MD 20706	5-18	30	Supper	5-5:30 PM	182	21	CACFP
Holly Spring Meadows Community Center	5521 Marlboro Pike, Forestville MD 20747	5-18	25	Supper	5:30 – 6 PM	182	11	CACFP
Kids Creations Child Development Center	3701 Meadlwview Drive, Suitland MD 20746	3-4	25	Supper & Snack	3-3:30 PM	187	21	CACFP
Marlow Heights Community Center	2800 St. Clair Drive, Marlow Heights MD 20748	5-18	30	Supper	4-4:30 PM	178	17	CACFP
Millwood Community Center	1418 Karen Boulevard, Capitol Heights MD 20743	5-18	15	Supper	5-5:30 PM	182	8	CACFP
Oakcrest Community Center	1300 Capitol Heights Boulevard, Capitol Heights 20747	5-18	50	Supper	5-5:30 PM	178	48	CACFP
Pleasant Homes Community Center	6810 Greig Street, Seat Pleasant MD	5-18	25	Supper	5-5:30 PM	182	21	CACFP
Queenstown Community Center	3103 Queens Chapel Road, Mount Ranier MD 20712	5-18	50	Supper	5:30 – 6 PM	182	32	CACFP
Seat Pleasant Community Center	5720 Addison Road, Seat Pleasant MD 20743	5-18	35	Supper	4:30 – 5 PM	178	32	CACFP
SEED Extended Learning Program	7910 Scott Road, Landover MD 20785	5-18	60	Supper	4-5 PM	177	34	CACFP
Shadenjuan Childcare Center	3231 Brinkley Road, Temple Hills MD	5-18	75	Supper	2:30 – 4:30 PM	188	55	CACFP
Suitland Community Center	5600 Regency Lane, Forestville MD, 20747	5-18	60	Supper	3-3:45 PM	178	47	CACFP
Summer Ridge Community center	1837 Belle Haven Drive, Landover MD 20785	5-18	30	Supper	5-5:30 PM	182	14	CACFP

¹ delivered bulk, delivered pre-plated, prepared on site

² CACFP (Child and Adult Care Food Program), SFSP (Summer Food Service Program)

APPENDIX A-4
(attached additional menu pages as necessary)

21- DAY MENU

☐ Agency created menu / ☒ Vendor created menu

☒ CACFP ☒ SFSP

☒ Breakfast ☒ Lunch ☒ Supper ☒ Snack

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

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

PROPOSAL GUARANTEE AND BOND INFORMATION

In submitting this signed proposal, Vendor certifies the required proposal guarantee and proposal bond and performance bond are adequate to cover this proposal. It is the responsibility of Vendor to assure that bonds are submitted prior to the opening date. Failure to abide by this obligation will result in proposal rejection.

TOTAL DOLLAR AMOUNT OF PROPOSAL = \$_____

PROPOSAL GUARANTEE = \$_____

Due to inclusion of the SFSP:

PROPOSAL BOND = \$_____

PROPOSAL PERFORMANCE BOND = \$_____

Vendor is responsible for ensuring the amount of the guarantee and bond coverage meets the amount specified in the contract.

AGREEMENT PAGE

By signing this contract agreement, I certify and affirm:

Uniform Administrative Requirements: To the best knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812).

Debarment, Suspension, Ineligibility, and Voluntary Exclusion: Neither the prospective lower tier participant* nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency. (*A lower tier participant is a subprovider or other participant in the contract, other than the state, that is not the prime provider.)

Lobbying: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing a Member 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 or modification of a Federal contract, grant, loan or cooperative agreement.

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 the "Disclosure to Report Lobbying" in accordance with its instructions.

Non-Collusion: All bids or proposals have and will be independently arrived at without collusion with any other Vendor or with any competitor or potential competitor; will not be knowingly disclosed, prior to the opening of bids or proposals to any other Vendor, competitor, or potential competitor; no attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a proposal or to fix overhead, profit, or cost element of a proposal price, or to secure any advantage.

The Vendor further certifies that he/she shall operate in accordance with all applicable State and federal regulations and that all terms and conditions within the proposal solicitation shall be considered a part of the contract as incorporated therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on ____ day of ____, 20____.

AGENCY: _____	VENDOR: _____
Authorized Signature _____	Authorized Signature _____
Title _____	Title _____
Date _____	Date _____
ATTEST: _____	ATTEST: _____

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. 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 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.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.