

Request for Proposals

FSMC/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 bid/proposal submission and the contractual agreement.

B. Proposal Submission and Award

1. Sealed bids/proposals on the forms provided and accompanying documents **must** be submitted to Alexis Lahr by 5 PM on 6/29/2023.
2. The 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 FSMC must submit a **complete** response to the Request for Proposals (RFP). No other distribution of a bid/proposal is to be made by the FSMC. **FSMC must complete, sign, and submit Parts I, II, III, and all applicable Resources and Appendices.**
4. Award shall be made to the responsible FSMC whose proposal is most advantageous to the Agency. A responsible FSMC is one who's financial, technical, and other resources indicate an ability to perform as required by this solicitation.
5. 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 will be rejected.
7. All FSMC's are expected to be fully informed of the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the FSMC's own risk and FSMC cannot secure relief on the plea of error. If the FSMC 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. Civil Rights – Nondiscrimination Statements and Assurances

a. USDA Nondiscrimination Statement

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.

b. MSDE Nondiscrimination Statement

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.

c. Assurances for contracts that include the Child and Adult Care Food Program (CACFP) and Summer Food Service Program (SFSP)

"The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

- 9. **The proposal of the Agency's selected FSMC must be reviewed by the Maryland State Department of Education (MSDE) for regulatory compliance 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

The Agency is not liable for any cost incurred by the FSMC 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. **SFSP ONLY:** FSMC/FSMC may not subcontract with another company for the total meal (with or without milk) or for assembling of the meal.

E. Contract Terms

The contract shall be for a period of one year beginning on or about August 28, 2023 and ending August 27, 2024 with the option of up to four one-year renewals by mutual written agreement between the Agency and the FSMC. Each contract renewal must be reviewed by MSDE prior to execution.

F. 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 FSMCs.

G. Late Proposals

Any bid/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 FSMC 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 FSMCs as soon as practicable after the opening of bids/proposals; and (b) to the successful FSMC 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 account.

I. Nonperformance and Excess Costs

- d. Nonperformance shall subject the FSMC to specified sanctions, outlined in the contract, in instances where the FSMC violates or breaches contract terms and/or federal and State law or regulation. In the case of nonperformance or noncompliance by the FSMC, the FSMC shall pay the Agency for any excess costs incurred by the Agency for obtaining meals from another source.
- e. The FSMC 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. FSMC 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. FSMC 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 FSMC

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

M. Advisory Board

FSMC/FSMC will participate in an Agency established advisory board composed of parents, teachers, and students to assist in menu planning

N. 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 of the method for meeting the requirement in Resource A .
 - a. All bids must include a 21-day Menu.
 - b. Agency will evaluate the 21-day Menu according to the applicable meal pattern requirements.
 - c. Agency may request information such as sample production records, recipes, and nutrient analysis of all products used in the 21-day Menu.

O. Selection of Manager

Agency reserves the right to interview and approve the FSMC food service manager.

P. 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.

Q. Management Fee

1. Fixed price contract
No management fee increase may be implemented prior to review of FSMC'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.

R. Economic Price Adjustment and Price Renegotiation

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 FSMC to increase their price to the Agency and allows the Agency to demand a price reduction. If the FSMC 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.

1. Before any fee or price increases can be implemented, the FSMC must document through cost or price analysis the need for such price increase.
2. Agency must forward all documentation to the 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 Child and Adult Care Food Program and Summer Food Service Program
3. FSMC 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.
4. The Agency and the FSMC will operate in accordance with program regulations specified in 7 CFR Parts 225 and 226, and 2 CFR Part 200.
5. Subcontracting, as stated in Part I, is prohibited.
6. FSMC shall be independent and not an employee of the Agency. The employees of the FSMC are not employees of the Agency.
7. FSMC 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.
8. 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 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 FSMC.
2. Agency shall retain control of the quality, extent, and general nature of the food service.
3. Agency maintains the responsibility for preparing and submitting all reports and claims for reimbursement to MSDE.
4. Agency shall monitor the food service through periodic on-site visits to include inspection of meals, food preparation, storage and service areas, and sanitation practices.
5. Agency shall approve the menus and recipes to ensure compliance with rules and regulations of MSDE and USDA.
6. Agency shall retain signatory authority for the annual update for participation in the Program.
7. Agency shall distribute, collect, and determine eligibility applications for free and reduced-price meals.
8. Agency shall conduct performance, accountability, and other reviews as required by State and federal regulations and guidelines.
9. Agency shall maintain a system for contract administration to assure contractual compliance with contract terms.
10. Agency shall maintain a system for assuring that the FSMC operates the food service program in conformance with the Agency's Agreement for participation in the Program(s).
11. Agency shall comply with mandatory standards and policies relating to energy efficiency in the State of Maryland.
12. Agency will provide the FSMC a list of sites with projected number of meals for each site and will notify FSMC of site operational changes within a mutually agreed upon time frame.

C. Responsibilities of the FSMC

1. FSMC shall serve on such days and at such times as requested by the Agency:
 - a. Meals including milk, priced as a unit that meet the requirements prescribed by federal and state regulations.
 - b. Other foods as agreed upon by the FSMC and Agency.
2. FSMC 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.
3. 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 Resource A.
4. Agency will evaluate the 21-day menu according to the applicable meal pattern requirements. The Agency may request information such as sample production records, recipes (USDA and/or local) and the nutrient analysis of all manufacturers' products used to conduct an independent analysis of any item in the 21-day menu.
5. FSMC 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.

6. FSMC shall deposit all monies in the Agency account, as received.
7. FSMC shall comply with all local and State sanitation standards.
8. FSMC shall comply with mandatory standards and policies relating to energy efficiency in the State of Maryland.

D. Purchases

1. Agency shall retain title of all purchased food and nonfood items.
2. Agency may submit to the FSMC minimum food specifications regarding food quality label grading.
3. Nothing in this contract shall prevent the Agency from participating in food co-ops or purchasing food from FSMCs with whom the FSMC normally does not do business.
4. **Buy American:** FSMC 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.
5. To the greatest extent practicable, the purchase, acquisition, or use of goods, products, or materials should be produced in the United States.
6. Agency may request that the FSMC 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. FSMC/FSMC 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. FSMC 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 FSMC is responsible for the fee associated with this background check.
2. FSMC shall have State or local health certification for any facility it proposes to prepare meals, and the FSMC shall maintain this health certification for the duration of the contract. If applicable, the transport of food prepared by the FSMC 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 FSMC violates or breaches the terms of and conditions of this contract, the Agency shall give the FSMC written notice and an opportunity to cure the violation/breach.
 - 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 FSMC with a 60-day notification.

4. This contract may be terminated for convenience by the Agency. The Agency will determine the manner by which this will be effected and the basis for settlement.
5. FSMC shall be subject to administrative, contractual, or legal remedies, sanctions, and penalties as applicable.
6. This contract includes the provision that the contract may be terminated by the FSMC provided the FSMC includes the manner by which the provision will be effected and the basis for settlement.
7. This contract may be terminated by the FSMC due to circumstances beyond the control of the FSMC.
8. FSMC shall be subject to administrative, contractual, or legal remedies, sanctions, and penalties as applicable.

H. Recordkeeping

1. FSMC 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.
2. FSMC 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 FSMC records pertaining to the Agency shall be maintained at the Agency while the contract is in effect.
3. FSMC shall provide federally-required records to the Agency upon contract termination.
4. Agency may review and audit FSMC records pertaining to the Agency's food service operation at any time during the period of the contract.
5. FSMC 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.

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, FSMC 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 FSMC the billable expenses within 30 days of submission of an invoice date for each monthly period of program operation.
2. FSMC shall receive no payment for meals that are spoiled, or incomplete 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. FSMC/FSMC must credit the current market value of all USDA Foods to the Agency if the bid/proposal price includes food cost.
4. Agency may withhold final payment upon termination of the contract until all federally-required records have been turned over to the Agency.
5. 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 FSMC 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

FSMC 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
BID/PROPOSAL QUALIFICATIONS AND SUBMISSION

A. Required FSMC Qualifications

1. Provide evidence of bid/proposal guarantee and, if applicable, bonding requirements based on total contract price.
2. Provide evidence of current food service permit
3. Provide evidence of current experience as a FSMC in schools, colleges/universities, child and adult care centers, hospitals, or commercial sector.
4. Provide references of FSMC contracts with other agencies for a minimum of the past two years.
5. Provide a representative list of agencies and/or facilities with which you currently have an FSMC contract.
6. Provide a list of Agencies where contracts were lost in the past three years (maximum of five).
7. Submit all Parts of the ITB/RFP along with required documents.

B. Optional FSMC 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. Fruits and vegetables shall only be packed in water or natural juice.
 - iv. No fruit juice shall be served as a stand-alone component.
 - v. Vegetarian meals shall be available every day and must rotate daily to avoid repetition. Vegetarian meals must be clearly labeled or identified as vegetarian.
- g. CAFB solicits feedback from children on menu items. If feedback is found to be representative of the children we serve, requests to permanently modify, remove or replace an existing menu component with a compliant replacement must be honored.

FSMC and CAFB can agree on a regular communication schedule, but at minimum, feedback will be provided at least 2x annually and must be implemented within 30 days of receipt.

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. FSMC shall accommodate, without exception or limit, fluctuating meal counts on alternate days of the week. For example, FSMC 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. FSMC 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. FSMC shall comply with all local and State sanitation requirements.
- c. FSMC shall contract with a pest control company for regular maintenance. FSMC 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 FSMC'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. FSMC'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. FSMC shall undergo periodic inspections 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. FSMC 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.
- 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 A-3.
- 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. FSMC must deliver meals to each site between two and a half (2.5) hours to a half hour prior to the start of the site's main (Lunch/Supper) meal time. Breakfasts and snacks may be delivered the day prior to the designated meal service.
- e. 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.
- f. 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 (RFP 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

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.

FSMC

Delivered Meals Only

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

PROGRAM MEALS

Select applicable meal types:	<u>Name of USDA Nutrition Program</u>
<input type="checkbox"/> Single Choice Reimbursable Supper:	<u>CACFP</u>
<input type="checkbox"/> Single Choice Reimbursable Snack:	<u>CACFP</u>
<input type="checkbox"/> Single Choice Reimbursable Breakfast	<u>SFSP</u>
<input type="checkbox"/> Single Choice Reimbursable Lunch:	<u>SFSP</u>
<input type="checkbox"/> Single Choice Reimbursable Supper:	<u>SFSP</u>
<input type="checkbox"/> Single Choice Reimbursable Snack:	<u>SFSP</u>

SITE PROFILE

Site Name	Address	Portion Size/Age Group(s) 1	Meal Type 2	Style of Service 3	Estimated # of Meals/Day	Estimated # of Serving Days/Year	Dates of Service	Meal Service Time	Days of Operation	Unit Price	Program Name(s)
Central Gardens Community Center	13 Cindy Lane, Capitol Heights, MD, 20743	5-18	Supper	Bulk meals	10	155	10/01 – 06/14	5:00 PM	M-F		CACFP
Danbury Youth Center	5501 Silver Hill Rd, Forestville, MD, 20747	5-18	Supper	Bulk meals	40	189	08/28 – 06/14	3:00 PM	M-F		CACFP
Glenarden Woods Community Center	7941 Johnson Avenue, Glenarden, MD, 20706	5-18	Supper	Bulk meals	10	155	10/01 – 06/14	5:00 PM	M-F		CACFP
Glenreed Community Center	3201 Reed Street, Lanham, MD, 20706	5-18	Supper	Bulk meals	10	155	10/01 – 06/14	5:00 PM	M-F		CACFP
Holly Spring Meadows	5521 Marlboro Pike, Forestville, MD, 20747	5-18	Supper	Bulk meals	10	155	10/01 – 06/14	5:00 PM	M-F		CACFP
Legends PCS	9700 Philadelphia Ct, Lanham, MD, 20706	5-18	Supper	Bulk meals	55	170	08/28 – 06/14	3:15 PM	M-F		CACFP
Millwood Townhouses Community Center	1418 Karen Blvd, Capitol Heights, MD, 20743	5-18	Supper	Bulk meals	10	174	10/01 – 06/14	5:00 PM	M-F		CACFP
Pleasant Homes Community Center	6810 Greig Street, Capitol Heights, MD, 20743	5-18	Supper	Bulk meals	10	174	08/28 – 06/14	5:00 PM	M-F		CACFP
Queenstown Community Center	3103 Queens Chapel Road, Mount Rainier, MD, 20712	5-18	Supper	Bulk meals	35	174	08/28 – 6/14	5:00 PM	M-F		CACFP
SEED Extended Learning Program	7910 Scott Rd, Lanover, MD, 20785	5-18	Supper	Bulk meals	15	143	10/01 – 6/14	4:00 PM	M-F		CACFP
Shadenjuan Community Center	6620 Saint Barnabas Road, Oxon Hill, MD, 20745	5-18	Supper	Bulk meals	35	189	10/01 – 6/14	2:30 PM	M-F		CACFP

1 Portion Size/Age Group:

- A = Infant
- B = Ages 1 to 3
- C = Ages 3 to 6
- D = Ages 6 to 12
- E = Adult

2 Meal Type:

- BK = Breakfast
- LN = Lunch
- S U= Supper
- SK = Snack

3 Style of Service:

- B = Bulk
- PP = Pre-plated

Site Name	Address	Portion Size/Age Group(s)	Meal Type	Style of Service	Estimated # of Meals/Day	Estimated # of Serving Days/Year	Dates of Service	Meal Service Time	Days of Operation	Unit Price	Program Name(s)
Springhill Lake Recreation Center	6101 Cherrywood Lane, Greenbelt, MD, 20770	5-18	Supper	Bulk meals	50	161	08/28 – 6/14	4:30 PM	M-F		CACFP
Summer Ridge Community Center	1837 Belle Haven Drive, Landover, MD, 20785	5-18	Supper	Bulk meals	10	159	10/01 – 6/14	5:00 PM	M-F		CACFP
Agape ECLC	4318 Rhode Island Ave, Brentwood, MD 20722	5-18	Lunch/Snack	Bulk meals	40	39	6/17 – 8/18	11:30 AM	M-F		SFSP
Central Gardens Community Center	13 Cindy Lane, Capitol Heights, MD, 20743	5-18	Supper/Snack	Bulk meals	10	30	6/24 – 8/18	5:00 PM	M-F		SFSP
Danbury Youth Center	5501 Silver Hill Rd, Forestville, MD, 20747	5-18	Breakfast/Lunch	Bulk meals	40	39	6/17 – 8/25	3:00 PM	M-F		SFSP
Forest Heights at St. Marks	5427 Indian Head Highway	5-18	Supper/Snack	Bulk Meals	20	30	6/24 – 8/18	3:00 PM	M-F		SFSP
Galilee Baptist Church	2101 Shadyside Ave, Suitland, MD 20746		Supper/Snack		50	10	7/17 – 7/28	5:30 PM	M-F		SFSP
Glenarden Woods Community Center	7941 Johnson Avenue, Glenarden, MD, 20706	5-18	Supper/Snack	Bulk meals	10	30	6/24 – 8/18	5:00 PM	M-F		SFSP
Glenreed Community Center	3201 Reed Street, Lanham, MD, 20706	5-18	Supper/Snack	Bulk meals	10	30	6/24 – 8/18	5:00 PM	M-F		SFSP
HIMM Outreach Center	6721 Mid Cities Avenue	5-18	Lunch/Snack	Bulk meals	30	39	6/17 – 8/18	11:00	M-F		SFSP
Holly Spring Meadows	5521 Marlboro Pike, Forestville, MD, 20747	5-18	Supper/Snack	Bulk meals	10	30	6/24 – 8/18	5:00 PM	M-F		SFSP
Kids Creations Child Development Center	3701 Meadowview Drive, Suitland, MD, 20747	5-18	Lunch/Snack	Bulk meals	26	39	6/19 – 8/25	12:00 PM	M-F		SFSP
Milagros de Jesucristo Inc	5427 Indian Head Hwy, Oxon Hill, MD, 20745	5-18	Lunch/Snack	Bulk Meals	100	16	6/24 – 8/18	12:00 PM	T/R		SFSP
Millwood Townhouses Community Center	1418 Karen Blvd, Capitol Heights, MD, 20743	5-18	Supper/Snack	Bulk meals	10	30	6/24 – 8/18	5:00 PM	M-F		SFSP
Pleasant Homes Community Center	6810 Greig Street, Capitol Heights, MD, 20743	5-18	Supper/Snack	Bulk meals	10	30	6/19 – 8/18	5:00 PM	M-F		SFSP
Summer Ridge Community Center	1837 Belle Haven Drive, Landover, MD, 20785	5-18	Supper/Snack	Bulk meals	15	30	6/24 – 8/18	5:00 PM	M-F		SFSP
The StoreHouse	5001 Forbes Blvd Suite H	5-18	Lunch	Bulk Meals	18	40	6/24 – 8/18	12:00 PM	T/R		SFSP

¹ infant, child, adult

²delivered bulk, delivered pre-plated, prepared on site

21- DAY CACFP MENU

Vendor created menu

Age range: 5 – 18

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. CACFP Breakfast: \$_____ each
- B. CACFP Lunch: \$_____ each
- C. CACFP Supper: \$_____ each
- D. CACFP Snack: \$_____ each
- E. SFSP Breakfast: \$_____ each
- F. SFSP Lunch: \$_____ each
- G. SFSP Supper: \$_____ each
- H. SFSP Snack: \$_____ each

PROPOSAL GUARANTEE AND BOND INFORMATION

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

TOTAL DOLLAR AMOUNT OF BID/PROPOSAL = \$ _____

BID/PROPOSAL GUARANTEE = \$ _____

For contracts that include the Summer Food Service Program:

BID/PROPOSAL BOND = \$ _____

BID/PROPOSAL PERFORMANCE BOND = \$ _____

FSMC/FSMC is responsible for ensuring the amount of the guarantee and/or 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 FSMC or with any competitor or potential competitor; will not be knowingly disclosed, prior to the opening of bids or proposals to any other FSMC, 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 bid/proposal or to fix overhead, profit, or cost element of a bid/proposal price, or to secure any advantage.

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

This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

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

AGENCY: _____

FSMC: _____

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 <input type="checkbox"/> 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 <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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.

RESOURCES

SUMMER FOOD SERVICE PROGRAM (SFSP) Meal Pattern

SFSP Breakfast Meal Pattern

Select All Three Components for a Reimbursable Meal

1 milk	1 cup fluid milk
1 vegetable or fruit	½ cup juice, ¹ fruit and/or vegetable
1 bread or bread alternate ²	1 slice bread or 1 serving cornbread or biscuit or roll or muffin or ¾ cup cold dry cereal or ½ cup hot cooked cereal or ½ cup cooked pasta or noodles or grains

¹ Fruit or vegetable juice must be full-strength.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

SFSP Lunch or Supper Meal Pattern

Select All Four Components for a Reimbursable Meal

1 milk	1 cup fluid milk
2 vegetables and/or fruits	$\frac{3}{4}$ cup (total) juice, ¹ fruit and/or vegetable
1 bread or bread alternate ²	1 slice bread or 1 serving cornbread or biscuit or roll or muffin or $\frac{1}{2}$ cup hot cooked cereal or $\frac{1}{2}$ cup cooked pasta or noodles or grains
1 meat or meat alternate	2 oz. lean meat or poultry or fish ³ or 2 oz. alternate protein product or 2 oz. cheese or 1 large egg or $\frac{1}{2}$ cup cooked dry beans or peas or 4 Tbsp. peanut or other nut or seed butter or 1 oz. nuts and/or seeds ⁴ or 8 oz. yogurt ⁵

¹ Fruit or vegetable juice must be full-strength. Full-strength fruit or vegetable juice may be counted to meet not more than one-half of this requirement.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.

⁵ Yogurt may be plain or flavored, unsweetened or sweetened.

SFSP Snack Meal Pattern

Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup fluid milk
1 vegetable or fruit	$\frac{3}{4}$ cup juice, ¹ fruit and/or vegetable
1 bread or bread alternate ²	1 slice bread or 1 serving cornbread or biscuit or roll or muffin or $\frac{3}{4}$ cup cold dry cereal or $\frac{1}{2}$ cup hot cooked cereal or $\frac{1}{2}$ cup cooked pasta or noodles or grains
1 meat or meat alternate	1 oz. lean meat or poultry or fish ³ or 1 oz. alternate protein product or 1 oz. cheese or $\frac{1}{2}$ large egg or $\frac{1}{4}$ cup cooked dry beans or peas or 2 Tbsp. peanut or other nut or seed butter or 1 oz. nuts and/or seeds or 4 oz. yogurt ⁴

¹ Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Yogurt may be plain or flavored, unsweetened or sweetened.

CACFP Lunch and Supper					
[Select the appropriate components for a reimbursable meal]					
Food components and food items¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)	Adult participants
Fluid Milk ³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces	8 fluid ounces ⁴
Meat/meat alternates (edible portion as served):					
Lean meat, poultry, or fish	1 ounce	1 ½ ounces	2 ounces	2 ounces	2 ounces
Tofu, soy products, or alternate protein products ⁵	1 ounce	1 ½ ounces	2 ounces	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounces	2 ounces	2 ounces	2 ounces
Large egg	½	¾	1	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ 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	4 Tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁶	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 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 ounce of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables ^{7 8}	⅛ cup	¼ cup	½ cup	½ cup	½ cup
Fruits ^{7 8}	⅛ cup	¼ cup	¼ cup	¼ cup	½ cup
Grains (oz eq) ^{9 10 11}	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool and adult 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 fat or less) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored or flavored fat-free (skim) or low-fat (1 percent fat or less) milk for children 6 years old and older and adults. For adult participants, 6 ounces (weight) or $\frac{3}{4}$ cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

⁴ A serving of fluid milk is optional for suppers served to adult participants.

⁵ Alternate protein products must meet the requirements in Appendix A to Part 226 of this chapter.

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

⁷ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁸ 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.

⁹ 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.

¹⁰ Refer to FNS guidance for additional information on crediting different types of grains.

¹¹ 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 Snack					
[Select two of the five components for a reimbursable meal]					
Food components and food items¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)	Adult participants
Fluid Milk ³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates (edible portion as served):					
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce	1 ounce
Tofu, soy products, or alternate protein products ⁴	½ ounce	½ ounce	1 ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce	1 ounce
Large egg	½	½	½	½	½
Cooked dry beans or peas	⅛ cup	⅛ cup	¼ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 Tbsp	1 Tbsp	2 Tbsp	2 Tbsp	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	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce	1 ounce
Vegetables ⁶	½ cup	½ cup	¾ cup	¾ cup	½ cup
Fruits ⁶	½ cup	½ cup	¾ cup	¾ cup	½ cup
Grains (oz. eq.) ^{7 8 9}	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent

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

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

³Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent fat or less) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored or flavored fat-free (skim) or low-fat (1 percent fat or less) milk for children 6 years old and older and adults. For adult participants, 6 ounces (weight) or ¾ cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

⁴Alternate protein products must meet the requirements in Appendix A to part 226 of this chapter.

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

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

⁷At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-

based desserts do not count towards the grains requirement.

⁸ Refer to FNS guidance for additional information on crediting different types of 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).