



Request for Proposals (RFP)/Contract for Food Service Management Company (FSMC) in CACFP

Institution Name: _____ **Agreement Number:** _____

Proposed Contract Term: _____ **to** _____ **Renewal(s):** _____

This packet contains the prototype Request for Proposal (RFP)/Contract with a Food Service Management Company. If the institution wishes to use a document other than this form, it must receive prior approval from Bright from the Start.

Institutions must ensure that goods and services are properly procured and maintain all records relating to the purchase of goods and services and the procurement process.

Use the Procurement Manual to determine if formal procurement is needed and ensure that the procurement action is properly conducted. This prototype RFP/contract should only be used when formal procurement is necessary. Otherwise, the organization may only need an Agreement with the vendor. A sample Agreement can be found in the Procurement Manual located at the following website address www.dec.state.ga.us in the Nutrition section under program guidance.

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:

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

This institution is an equal opportunity provider.

ACKNOWLEDGEMENT OF SUMMER FOOD SERVICE PROGRAM INCLUSION
SECTION A-2

☐ THIS SOLICITATION AND DOCUMENT CONTAIN A REQUEST FOR PROPOSAL WITH FOOD SERVICE MANAGEMENT COMPANIES AND OR CONTRACTORS SUPPLYING INDIVIDUAL UNITIZED MEALS WITH OR WITHOUT MILK AND OR JUICE TO BE SERVED TO PARTICIPANTS IN THE SUMMER FOOD SERVICE PROGRAM (SFSP) AUTHORIZED BY SECTION 13 OF THE NATIONAL SCHOOL LUNCH ACT, AND OPERATED UNDER PART 225 OF THE U.S. DEPARTMENT OF AGRICULTURE (USDA) REGULATIONS, THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO THE PROPOSED PROCUREMENT, UPON ACCEPTANCE IT SHALL CONSTITUTE THE CONTRACT BETWEEN THE BIDDER AND THE CONTRACTING INSTITUTION NAMED BELOW.

[SEE SECTION C 2. e)]

☐ NONE OF THE MEALS SOLICITED IN THIS DOCUMENT WILL BE SERVED TO PARTICIPANTS IN THE SUMMER FOOD SERVICE PROGRAM (SFSP) AUTHORIZED BY SECTION 13 OF THE NATIONAL SCHOOL LUNCH ACT, AND OPERATED UNDER PART 225 OF THE U.S. DEPARTMENT OF AGRICULTURE (USDA) REGULATIONS, THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO THE PROPOSED PROCUREMENT, UPON ACCEPTANCE IT SHALL CONSTITUTE THE CONTRACT BETWEEN THE BIDDER AND THE CONTRACTING INSTITUTION NAMED BELOW.

Both the Contracting Institution and the Bidder shall execute this Acknowledgement that SFSP meals are/are not included.

<i>Name of Contracting Institution</i>	<i>Name of Vendor</i>
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Note: Accepting a Bidder's offer does not constitute award of the contract

General Information (Institution completes part A to D)

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service management company (FSMC) program for

_____ [Insert Institution's Name] _____

herein after referred to as the "Institution" and "Contracting Institution".

The bidder is herein referred to as the "Food Service Management Company (FSMC)". The final contract will be between the FSMC and Institution.

B. Procurement Method

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with CACFP Title 7 CFR Part 226. **The Institution shall choose one of the following options.**

- ☐ This contract will be a **Fixed-Price Contract** wherein the FSMC will be paid a set price per meal served and FSMC will be responsible for the costs incurred to operate the Institution's food service program.
- ☐ This contract will be a **Firm Fixed Price with Economic Price Adjustments** contract wherein the FSMC allows for upward and downward price adjustments to the stated contract price when certain events that are specified in the contract occur. Dairy product contracts in the Child Nutrition programs that have price changes indexed to milk marketing orders are an example of this form of contract pricing.
- ☐ This contract will be a **Firm Fixed Price with Prospective Price Redetermination** contract wherein cost method that establishes a firm fixed price for the initial contract period, but allows for changes (increases or decreases), at stated times. Often, the time period for a price change coincides with contract renewal.

C. Pre-Proposal Meeting

- ☐ A Pre-Proposal Meeting will be held (see details below).

A meeting with interested bidders to review the specifications, to clarify any questions, and for a site-visit

Location: _____

Attendance is MANDATORY or NON-MANDATORY

- ☐ A Pre-Proposal Meeting will not be held.

D. Proposal Submission and Award

1. Proposals are to be submitted to:

Public opening of proposals will be on _[Date]_____ at _____[Time]_____.

Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked _____.

2. In accordance with Title 7 CFR 226, the Institution will or will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences.
3. Institution's are prohibited from entering into a contract with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.
4. The Institution reserves the right to reject any or all proposals, if deemed in the best interest of the Institution.
5. For consideration, each FSMC must submit a complete response to this solicitation using the forms provided.
6. The Institution will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
7. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and cannot secure relief on the plea of error. The Institution is not liable for any cost incurred prior to approval of Bright from the Start and the execution of the contract. Paying the FSMC from CACFP funds is prohibited until the contract is signed by both parties and final approval is provided by Bright from the Start. If additional information is required, please contact:

Certificate of Independent Price Determination

SECTION B

Both the Contracting Institution and the Bidder shall execute this Certificate of Independent Price Determination.

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Name of Contracting Institution

Name of Vendor

- A. By submission of this offer, the Bidder certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this Request for Proposal:
- 1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of this advertised proposal directly or indirectly to any other Bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the Bidder to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Vendor certifies that:
- 1) He or she is the person in the vendor's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A. 1) through A. 3) above; or
 - 2) He or she is not the person in the vendor's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A. 1) through A. 3) above, and as their agent, does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A. 1) through A. (3) above.

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Signature of Bidder's Authorized Representative

Title

Date (MM/DD/YY)

In accepting this offer, the Contracting Institution certifies that their officers, employees or agents have not taken any action, which may have jeopardized the independence of the offer referred to above.

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Signature of Bidder's Authorized Representative

Title

Date (MM/DD/YY)

Note: Accepting a Bidder's offer does not constitute award of the contract

E. Award Criteria

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. An evaluation committee must be comprised of at least three people. Each committee member evaluates proposals independently based on evaluation criteria in SECTION D and E. The institution must select one of the following scoring methods and complete the award criteria table with the value assigned to each:

Part F and H. to be completed by Contracting Institution and Bidder

F. Price and Number of Meals: *Institution to enter estimated number of meals. Fixed unit price to be inserted by Bidder*

	<i>Estimated number of meals</i>		<i>Fixed Unit Price Bid Per Meal</i>		<i>Totals</i>
<i>Breakfast</i>		X	\$	=	\$
<i>Snack/Supplement</i>		X	\$	=	\$
<i>Lunch/Supper</i>		X	\$	=	\$
<i>Estimated Total</i>					\$

☐

One Step Scoring Method: The award criteria and the relative value assigned to each must be specified below and "Cost" must be the primary factor (assigned the greatest number of points compared to other factors). The Institution may select the award criteria but some examples are listed below. Once the technical and cost components have been evaluated and ranked, the Institution may negotiate both components with any bidder receiving an average % or more (criteria must be consistent with the RFP and cannot add or delete specifications/requirements). At the conclusion of the negotiations the proposals are rescored and the award is made to the bidder presenting the most advantageous proposal, with price used as the primary factor.

Evaluation Criteria	Scoring Weight
Cost	/
Service Capability	/
Financial Conditions/Stability, Business Practices	/
Accounting and Reporting Systems	/
Experience and References	/
Geographic Preference	/
Total points possible:	___/100

- ☐ Two Step Scoring Method: Technical proposals are evaluated and ranked using the award criteria below and the value assigned to each before cost is considered. The Institution may negotiate with any bidder receiving an average of % or more on the technical evaluation (criteria must be consistent with the RFP and cannot add or delete specification/requirements). At the conclusion of the negotiation the Institutions requests bidders to submit best and final price. The award is made to the bidder submitting the lowest price.

Technical Evaluation Criteria (Part One)	Scoring Weight
Service Capability	/
Financial Conditions/Stability, Business Practices	/
Accounting and Reporting Systems	/
Experience and References	/
Geographic Preference	/
	___/100

Cost – Best and Final Offer (Part Two)	
Cost	___/100

G. Proposal Protests

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the Institution to proposal protests. Institutions are responsible for properly responding to protests and concerns raised by potential contractors. Institutions must attach their proposal protest procedures to their RFPs. Federal requirements and guidance do not relieve an organization of responsibility for its procurements or its contracts. Institution must have protest procedures to handle and resolve disputes relating to procurement and must, when requested, disclose information regarding the protest to FNS.

H. Bonding Requirements

Bid Guarantee: Proposalss over \$150,000, for goods and/or services, shall include a bid bond in the amount of ___% of the proposal price. (Contracting Institution shall insert appropriate percentage from 5% to 10%)
Contracting Institution should also insert this percentage on the RFP/Contract, Section E, #6. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually for the information of Federal bond-approving officers and person required giving bonds to the United States. All certificates of Authority expire June 30 and are renewable July 1, annually. Bid bonds will be returned (a) to unsuccessful Bidders as soon as practical after the opening of proposals and (b) to the successful Bidder upon execution of such further contractual documents and bonds as may be required by the proposal as accepted.

Acceptance: *I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Bidder and that the Bidder is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements.*

Print Name: _____ **Date:** _____

Signature: _____

Standard Terms and Conditions
SECTION C

1. **Explanation of Bidders**

Any explanation desired by a Bidder regarding the meaning or interpretation of the RFP specifications, etc. must be requested in writing prior to proposal opening and with sufficient time allowed for a reply to reach all Bidders before proposal opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Bidder concerning an RFP will be furnished to all prospective Bidders as an amendment of the RFP, if such information is necessary to Bidders in submitting proposals on the RFP, or if the lack of such information would be prejudicial to uninformed Bidders.

2. **Acknowledgement of Amendments to RFPs**

The Contracting Institution must acknowledge receipt of an amendment to an RFP by a Bidder by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for proposal opening.

3. **Bidders Having Interest in More than One Proposal**

If more than one proposal is submitted by any one person, by or in the name of a clerk, partner or other person, all such proposals shall be rejected.

4. **Errors in Proposals**

Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the Bidder's own risk and relief cannot be secured on the plea of error.

5. **Proposal Withdrawal**

Bidders wishing to withdraw a previously submitted proposal must do so in writing prior to the proposal opening date. The withdrawal should be addressed to the contact person at the contracting institution listed in section A, part A of the RFP.

6. **Award of Contract**

- a) The contract will be awarded to that responsible Bidder whose proposal is lowest and conforms to the specifications of the RFP.
- b) All nonresponsive proposals will be rejected.
- c) The Contracting Institution reserves the right to reject any or all proposals for sound business practices and to waive informalities and minor irregularities in proposals received.
- d) The Contracting Institution reserves the right to reject the proposal of a Bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the proposal of a Bidder, whose investigation shows is not in a position to perform to contract.
- e) The award of the contract will be made as indicated below

☐ At proposal opening

☐ Upon the approval or ratification by officials of the Contracting Institution

7. USDA regulations 7 CFR Part 226 entitled Child and Adult Care Food Program are hereby incorporated by reference.

8. The FSMC agrees to deliver unitized meals _____ of milk to locations set out

***Inclusive or
Exclusive**

In Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.

9. All meals furnished must meet or exceed USDA requirements. Check applicable Schedule to be used:

☐ Schedule C-1, Child Meal Pattern, attached hereto and made a part hereof will be used.

☐ Schedule C-2, Adult Meal Pattern, attached hereto and made a part hereof will be used.

☐ Schedule C-3, Infant Meal Pattern, attached hereto and made a part hereof will be used.

Food Service Management Companies may prepare unitized meals, **with or without milk**, and/or juice for use in the Child and Adult Care Food Program.

10. FSMC shall furnish meals as ordered by the Contracting Institution during:

Begin Date:_____ **to End Date:**_____

Meals are served _____ days a week, as specified in Schedule A.
*number of serving days

11. Contract may be renewed _____ renewal periods. (may not exceed 4 annual renewals.)

*number of renewals

12. Price Adjustments (As specified in Part B: Procurement Method)

- ☐ The prices submitted by proposal in response to this original solicitation will not change.
☐ Price adjustments for each renewal period will increase or decrease:

☐ By no more than _____ % as agree upon by both parties (increase or decrease);
*percent

☐ Based on the Consumer Price Index (CPI) and will increase or decrease by no more than:_____

*explain how CPI data will be used to define and calculate the percent of the adjustment.

13. Miscellaneous Circumstances (Schedule E) - If included, bidder must initial page (top right) to acknowledge disclosure of said circumstances.

*** Contracting Institution shall provide and insert the information in the areas noted.**

Unit Price Schedule and Instructions

SECTION D

1. Bidders are asked to submit prices in accordance with Schedule(s) D for meals **with / without milk** * meeting the contract specifications set forth in Schedule C and to be delivered to all of the sites stated in Schedule A. Please note that Bidders must complete a Schedule D for each meal type (breakfast, lunch, supplement, etc.) covered in the RFP.

* **Contracting Institution must circle whether or not milk should be included in the meals/supplements.**

2. Evaluation of Proposals will be performed as follows:
Determine the grand total proposal for each Bidder by totaling the proposals for each meal type from Schedule(s) D. Bidder's calculations will be checked prior to totaling.
3. Pricing shall be on the menus described in Schedule B. All Bidders must submit proposals on the same menu cycle provided by the Contracting Institution. Deviation from this menu cycle shall be permitted only upon authorization of the Contracting Institution. Proposal price must include the price of food components (including milk, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, etc.)

The unit prices of each meal type which the Bidder agrees furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes, but any charges or taxes, which are required to be paid under future laws, must be paid by the Bidder at no additional charge to the Contracting Institution.
4. Average Daily Number of Meals is estimated: They are the best-known estimates for requirements during the operation period. The Contracting Institution reserves the right to order more or less meals than estimated at the beginning of the operating period. Contractor will be paid at the 100% unit cost rate during the payment period specified. (The Contracting Institution should indicate in Section E, #4, "Method of Payment," bi-weekly or monthly.) Contracting Institution does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approved level of meal service designated by the administering office for each site serving meals provided by the Contractor. However, if average meals delivered per day by type over the contract period fall below 90% of the applicable average daily estimate, adjustments will be made to the per unit price in accordance with Schedule D.
5. Evaluation of Proposals: Each Bidder will be evaluated on the following factors:
 - a. Financial capability to perform a contract of the scope required by providing a financial statement or audit that demonstrates financial viability.
 - b. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards by indicating the number of plants and submission of each plant's health and safety permit.
 - c. Previous experience of the Bidder in performing actions similar in nature and scope by submitting documentation showing previous work performed and the names of contacts to verify the work performed.
 - d. Other factors such as transportation capability, sanitation, and packaging by providing documentation of how food will be packaged and transport such while maintaining correct temperatures so that sanitary conditions are maintained.

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

6. Meal Order. Contracting Institution will order _____ of the week preceding the week of delivery; orders
meals on _____
will be placed for the total number of operating days in the succeeding week, and will include breakdown totals for each site
and each
type of meal. The Contracting Institution reserves the right to increase or decrease the number of meals ordered on a
_____ hour notice or less if mutually agreed upon between the parties of this contract.
appropriate number **

7. Meal-Cycle Change Procedure. Meals will be delivered on a daily basis in accordance with the menu cycle, which appears in Schedule B. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the Contractor from delivering a specified meal component, the Contracting Institution shall be notified immediately so substitutions can be agreed upon. The Contracting Institution reserves the right to suggest menu changes within the Contractor's suggested food cost, periodically throughout the contract period.
8. Noncompliance. The Contracting Institution reserves the right to inspect and determine the quality of food delivered and reject any meals, which do not comply with the requirements and specifications of the contract. The Contractor will not be paid for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The Contracting Institution reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The Contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The Contracting Institution or inspecting agency shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.

**** Contracting Institution shall insert information.**

Unit Price Schedule and Instructions (continued)

SECTION D

9. Specifications

A. Packaging:

1. Hot Meal Unit: Package suitable for maintaining meals in accordance with local health standards. Containers and overlay should have airtight closure of non-toxic material, and be capable of withstanding temperatures of 400° F (240° C) or higher.
2. Cold Meal Unit (or unnecessary to heat): Container and overlay to be plastic or paper and non-toxic.
3. Each carton (bulk or carton with unitized meals) shall be labeled. Label shall include:
 - ☐ Processor's name and address (plant)
 - ☐ Item identity, meal type
 - ☐ Date of production
 - ☐ Quantity of individual units per carton
4. Meals shall be delivered with appropriate nonfood items. Nonessential nonfood items must be excluded:

(Contracting

Institution shall insert the types of nonfood items that are necessary for the meals to be eaten below):

a. Food Preparation:

- ☐ Meals are to be prepared in accordance with State and local health standards.

b. Food Specifications:

- ☐ Proposals are to be submitted on the menu cycle included in Schedule B; and portions shall, as a minimum, be the quantities specified by USDA for each component of each meal, as included in the appropriate Schedule C of this contract.
- ☐ All meals in the menu cycle must meet the food specifications and quality standards. All meat and meat products shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection programs and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.
- ☐ Milk and milk products are defined as "...pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim milk or cultured milk.... All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk." Milk delivered hereunder shall conform to these specifications.
- ☐ Special meal requirements to meet ethnic or religious needs may not be specified, unless necessary to meet the needs of participants served.

General Terms and Conditions
SECTION E

1. Delivery Requirements

- A. Delivery shall be made by the Contractor to each Institution site(s) in accordance with the Specifications listed in Section D, #9 and the Schedule A.
- B. Meals shall be delivered daily, unloaded, and placed in the designated site by the Contractor's personnel at the specified location(s) and time(s) listed in Schedule A.
- 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 in clean vehicles during delivery of all food to insure the wholesomeness of food at delivery in accordance with State and local health codes.
- D. The Contracting Institution reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the Program at each site. The Contracting Institution shall notify the Contractor by providing an amendment to Schedule A, of all sites which are approved, cancelled, or terminated subsequent to acceptance of this contract and of any changes in the approved level of meal service for a site. Such an amendment shall be provided _____ hour(s) or less.
within ****Insert number of hours**

2. Supervision and Inspection

The Contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, quality of products, appearance and packaging, in addition to the quality of the products.

3. Recordkeeping Requirements

The Contractor is required to meet all of the Federally funded program and State agency reporting requirements. Therefore the following recordkeeping documents must be maintained.

- A. Delivery tickets must be prepared by the Contractor with a minimum of three copies: one for the Contractor, one for the Institution and Institution site(s).
- B. Delivery tickets must be itemized to show the number of meals of each type delivered to each Institution site. Designee(s) of the Institution site(s) shall 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 site. Time of delivery should be noted.
- C. The Contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
- D. The Contractor shall provide, upon request, to representatives of the Contracting Institution, Bright from the Start, U.S. Department of Agriculture, and/or the Comptroller General of the United States sufficient access to books, documents, papers and records to determine contract compliance.
- E. All books and records must be retained for a period of three years from the later of the date of submission of the final claim for reimbursement, the date that the final payment is made under the contract, or the contract concludes, or longer if any of the following apply, until resolution of any contract disputes, investigation and/or review findings, or audit by representatives of the Bright from the Start, the U.S. Department of Agriculture, the Institution and the Comptroller General of the United States if matters are pending beyond the normal Federal record retention period.
- F. For renewal contracts, records of the initial procurement must be maintained for a three-year period or throughout the term of the contract, whichever is longer.

General Terms and Conditions (Continued)
SECTION E

4. Method of Payment

The Contractor shall submit its itemized invoices to the Contracting Institution _____ in compliance with
** Bi-weekly, weekly, or
monthly

7 CFR Section 226.6 (i)(2) of the CACFP regulations. The Contractor shall be paid by the Contracting Institution for all meals delivered in accordance with this contract and CACFP regulations. However, neither the USDA nor the State agency assumes any liability for payment of differences between the number of meals delivered by the Contractor and the number of meals served by the Contracting Institution that are eligible for reimbursement.

**** Contracting Institution shall insert information.**

General Terms and Conditions (Continued)
SECTION E

5. Inspection of Facility

- A. The Contracting Institution, the State Agency and USDA reserve the right to inspect the Contractor's facilities without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The Contractor's facilities shall be subject to periodic inspections by 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. (7CFR 226.21 & Ga Food Act 26-2-25)
- C. The Contractor shall provide for meals, which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards, which are applied by the local health authority with respect to the level of bacteria, which may be present in meals served by other establishments in the locality. . (7CFR 226.21 & Ga Food Act 26-2-25)

6. Performance Bond Requirement (Required for contracts greater than \$150,000)

The successful Bidder shall provide the Contracting Institution with a performance bond of _____ %

****Amount no greater than 25%**

The total amount of the contract from a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

The bond shall be furnished not later than ten days following award of the contract.

***** Contracting Institution should insert percentage based on its approved bonding policy/requirement or 100% of the Contract Price (per 2 CFR 200 §200.325), whichever is less.**

7. Availability of Funds

The Contracting Institution reserves the right to cancel this contract if the Federal funding to support the CACFP is withdrawn. It is further understood that, in the event of cancellation of the contract, the Contracting Institution shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

8. Monetary Benefit

This Request for Proposal does NOT provide for loans or any other monetary benefit or terms or conditions to be made to the institutions by the Food Service Management Company (ies). (Including non-food service activities that benefit Program participants)

9. Number of Meals and Delivery Times

The Contractor must provide exactly the number of meals ordered. Counts of meals will be made by the Contracting Institution at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of delivered meals is determined.

10. Emergencies

A. In the event of unforeseen emergency circumstances, the Contractor shall immediately notify the Contracting Institution by telephone of the following:

- 1. The impossibility of on-time delivery;
- 2. The circumstance(s) precluding delivery; and
- 3. A statement of whether or not succeeding deliveries will be affected

B. No payment shall be made for deliveries made later than _____ hours after specified mealtime.

***** Contracting Institution shall set time.**

General Terms and Conditions (Continued)

SECTION E

C. Emergency circumstances at the Contracting Institution's site(s) precluding utilization of meals are the concern of the Contracting

Institution. The Contracting Institution reserves the right to cancel orders provided it gives the Contractor at least ***** hours notice or less if mutually agreed upon between the parties of this contract.

***** **Insert same number as in Section E #1(D).**

D. Adjustments for emergency situations affecting the Contractor's ability to deliver meals and/or the Contracting Institution's ability to utilize meals for periods longer than 24 hours will be mutually agreed to between the Contractor and the Sponsor.

11. Termination

A. The Contracting Institution reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The institution shall notify the Contractor via certified mail, return receipt, and the Surety Company, if applicable, of specific instances of noncompliance in writing.

B. The Contracting Institution reserves the right to terminate this contract if and when the Contractor is incapable of fulfilling the requirements of this contract due to circumstances beyond the control of the Contractor. When the circumstances beyond the control of the Contractor cannot be resolved by the Contractor within a reasonable and timely manner, _____ (interval of time) the Contracting Institution shall notify the Contractor and Surety Company of the termination due to circumstances beyond the control of the Institution in writing. The Institution shall have the right, upon such written notice, to immediately terminate the contract and the Contractor or Surety Company, if applicable, shall be liable for any damages incurred by the Contracting Institution. Prior to termination, the Contracting Institution shall contact the State Agency or USDA FNS Regional Office concerning procedures for conducting a reprocurement action.

C. The Contracting Institution may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, if it is found by the Contracting Institution that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Contractor to any officer or employee of the Contracting Institution with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Institution makes such findings shall be in issue and may be reviewed by any competent court.

D. The contract may be terminated for convenience and the terminating party is not required to provide any reason for terminating the contract other than for its own convenience. The terminating party must provide the other contract party with

_____ days written notice in order to terminate the contract for convenience.

****Insert number
of days**

E. In the event this contract is terminated as provided in paragraph (B) hereof, the Contracting Institution shall be entitled (a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (b) to receive a penalty from the Contractor in addition to any other damages in an amount which shall not be less than three or more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee, or redeem the performance bond.

F. The rights and remedies of the Contracting Institution provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

General Terms and Conditions (Continued)

SECTION E

12. Breach of Contract

In the event of a breach of contract by either party, either party may take administrative, contractual, and legal remedies. The following remedies, procedures, and timeframes will be followed:

****(Contracting Institution should insert specific breaches and actions that will be taken for breach of contract. Add and refer to additional pages or an attachment if needed).**

13. Subcontractors and Assignments

The Contractor shall not subcontract for the total meal or for the assembly of the meal; and shall not assign, without the advance written consent of the Contracting Institution, this contract or any interest therein.

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

14. Buy American Provision

The Contractor shall comply with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 that requires institutions participating in child nutrition programs to the maximum extent practicable, purchase domestic commodities or products for use in meals. The legislation defines “domestic commodity or product” as one where over 51 percent of the final processed product consists of agricultural commodities that were grown in the United States.

15. Energy Policy and Conservation Act

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of Georgia’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6322) will be met.

16. Miscellaneous Circumstances

Contracting Organization* ☐ has * ☐ does not have special circumstances, or uncommon business practices that are likely to impact purchasing patterns. Disclosures are located on (Schedule E). Contracting Organization is to disclose any possible fluctuations in purchasing.

****CONTRACTING INSTITUTION shall provide and insert the information in the areas noted.**

General Provisions

SECTION F

Read the following provisions and determine if each applies to this contract. Check whether each is or is not applicable to the contract.

1) The following condition results when the Contracting Institution is a public institution WITH A contract in excess of \$10,000 or is a nonprofit institution

- ☐ The following condition does apply
☐ The following condition does not apply

Executive Order 11246, Equal Employment Opportunity

“The Food Service Management Company shall comply with Executive Order 11246, as amended by Executive Order 11375 (October 13, 1967 and Department of Labor Regulations (41 CFR Part 60).

2) The following condition results when the contract is in excess of \$100,000

- ☐ The following condition does apply
☐ The following condition does not apply

Byrd Anti-Lobbying Amendment (31 U.S.C.) 1352

Contractors agrees to comply with the certification and reporting requirements of 2 CFR Part 200 attached copy which is part of this contract.

3) The following condition results when a contract or subcontract exceeds \$100,000

- ☐ The following condition does apply
☐ The following condition does not apply

Clean Air and Water

The Food Service Management Company shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. Section 1857), or the Federal Water Pollution Control Act (33 U.S.C. Section 1319), as amended, Executive Order 11738 and Environmental Protection Agency regulations.

4) The following condition results when a contract is expected to equal or exceed \$100,000

- ☐ The following condition does apply
☐ The following condition does not apply

General Provisions
SECTION F (continued)

Certification Regarding Debarment, Suspension,
Ineligibility
And Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING
PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

**Instructions for Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

1. By signing and submitting this certification, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or State Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 12689. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from
Participation in this transaction, in addition to other remedies available to the Federal Government, the department or State Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification of Standards of Conduct
Section G

According to CACFP regulation in 7 CFR Section 226.22 (d) and 2 CFR Part 200.318, institutions must maintain a written code of standards of conduct.

A. The written code of standards of conduct shall govern the actions of all the representatives in the award and administration of contracts supported by Program payments.

B. No representative of the Contracting Institution or Vendor can participate in the selection, award or administration of this contract, which is supported by Federal funds, if and when a conflict of interest (real or apparent) is involved.

C. A conflict would occur when:

1. The employee, officer or agent;
2. Any member of his/her immediate family;
3. His or her partner; or
4. An organization, which employs or will employ any of the above, has a financial or other interest in the bidder that has been selected.

D. The Contracting Institution's representatives can and will not solicit nor accept gratuities, favors or any monetary incentive from Contractors, possible Contractors or parties to subagreements.

<i>Contracting Institution Name</i>	
<i>Name(s) and Title(s) of Authorized Representative(s): (Print or Type)</i> _____ _____ _____ _____	<i>Signature(s) of Authorized Representative(s):</i> _____ _____ _____ _____
<i>Date (MM/DD/YY)</i>	<i>Date (MM/DD/YY)</i>

Instructions for completion of Schedule A: Site Information List

1. Enter Contracting Institution's name in the upper left corner.
2. Use correct street address for all sites listed.
3. Check (X) if site has adequate refrigeration to store all meals ordered and could receive early deliveries
4. Under columns (1) and (2), enter the beginning and ending dates for meal service at each site.
5. Under columns (3), enter the total number of days meals will be served at each site.
6. Enter in column (5) beside the appropriate meal type, the average number of each type of meal that is estimated to be served each day at the site. For example, if a site plans to serve 20,000 lunches for 320 days, then the average is 62.5 ($20,000 \div 320$). Do not insert the maximum number that will be served on a particular day.
7. Enter in column (6) the result of column (3) times column (5).
8. Enter in column (7) the delivery time for each meal type.

When estimating the Average Meals Served per Day (Column (5)), use the average from the prior year if the site was in operation at that time.

Since Schedule A must be completed well in advance of the application deadline, it is recognized that changes will occur in the data by the time the program begins. However, be as accurate as possible since the data is used by the Bidder to arrive at the proposal prices. The Bidder awarded the contract will accept changes after the proposal opening.

9. Bidder to add initials to the right of each site listed, to affirm that delivery can be made as requested based on information provided in Schedule A.

**Child and Adult Care Food
Program**
Schedule A: Site Information List

<i>Contracting Institution's Name</i>				<i>Contact Person</i>		<i>Phone Number</i> () -	
<i>Street Address</i>				<i>City</i>	<i>State</i>	<i>Zip Code</i>	

SITE Name/Address/Phone/Contact Person	Begin Date (1)	End Date (2)	Total Days of Operation (3)	Meal Type (4)	Average Meals/Day (5)	Totals Meals (6)	Delivery Time for each meal type (7)
				Breakfast			
				AM Supplement/Snack			
				Lunch			
<i>Refrigerate all Meals (circle one)</i>				PM Supplement/Snack			
Yes No				Supper			
				Breakfast			
				AM Supplement/Snack			
				Lunch			
<i>Refrigerate all Meals (circle one)</i>				PM Supplement/Snack			
Yes No				Supper			
				Breakfast			
				AM Supplement/Snack			
				Lunch			
<i>Refrigerate all Meals (circle one)</i>				PM Supplement/Snack			
Yes No				Supper			
				Breakfast			
				AM Supplement/Snack			
				Lunch			
<i>Refrigerate all Meals (circle one)</i>				PM Supplement/Snack			
Yes No				Supper			
				Breakfast			
				AM Supplement/Snack			
				Lunch			
<i>Refrigerate all Meals (circle one)</i>				PM Supplement/Snack			
Yes No				Supper			
				Breakfast			
				AM Supplement/Snack			
				Lunch			
<i>Refrigerate all Meals (circle one)</i>				PM Supplement/Snack			
Yes No				Supper			

Child and Adult Care Food Program
Schedule B: Menu Cycle

* Contracting Institution shall attach a menu cycle for each site.

Child and Adult Care Food Program USDA Required Child Meal Patterns SCHEDULE C-1

The meal requirements for the Program are designed to provide nutritious and well-balanced meals to each participant. Except as otherwise provided in 7 CFR Section 226.20 of the CACFP regulations, Schedule C-1 represents the minimum requirements for meals served to children in the Program.

Contracting Institution should check below if the child meal pattern is applicable or not for this proposal/contract.

☐ The USDA child meal pattern must be followed for the contract being executed.

☐ The USDA child meal pattern is not applicable as the contract being executed is for adults.

Child Meal Pattern Food Components:		Age Group and Serving Size:		
		1 and 2 year olds:	3 – 5 year olds:	6 – 12 ¹ year olds:
Breakfast	Milk			
	Fluid milk	1/2 cup	3/4 cup	1 cup
	Vegetables and Fruits			
	Vegetables and fruits or Full-strength vegetable or fruit juice ²	1/4 cup 1/4 cup	1/2 cup 1/2 cup	1/2 cup 1/2 cup
	Bread and Bread Alternates³			
	Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal ⁴ or Cooked cereal grains or Cooked pasta or noodle products	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup
Lunch/Supper	Milk			
	Fluid milk	1/2 cup	3/4 cup	1 cup
	Vegetables and Fruits⁶			
	Vegetable(s) and/or fruit(s), 2 or more	1/4 cup total	1/2 cup total	3/4 cup total
	Bread and Bread Alternates³			
	Bread or Cornbread, biscuits, rolls, muffins, etc. or Cooked pasta or noodle products or Cooked cereal grains	1/2 slice 1/2 serving 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/4 cup 1/4 cup	1 slice 1 serving 1/2 cup 1/2 cup
	Meat and Meat Alternates			
	Lean meat or poultry or fish or Alternate protein products or cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soynut butter or other nut/seed butters or Peanuts or soynuts or tree nuts or seeds ⁷ or Yogurt, plain or flavored, unsweetened or sweetened	1 oz. 1 oz. 1 oz. 1/2 egg 1/4 cup 2 Tbsp. 1/2 oz. = 50% 4 oz. or 1/2 cup	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 3/4 egg 3/8 cup 3 Tbsp. 3/4 oz. = 50% 6 oz. or 3/4 cup	2 oz. 2 oz. 2 oz. 1 egg 1/2 cup 4 Tbsp. 1 oz. = 50% 8 oz. or 1 cup
Snack ⁵ (Select 2 different components)	Milk			
	Fluid milk	1/2 cup	1/2 cup	1 cup
	Vegetables and Fruits			
	Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice ²	1/2 cup 1/2 cup	1/2 cup 1/2 cup	3/4 cup 3/4 cup
	Bread and Bread Alternates³			
	Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal ⁴ or Cooked cereal grains or Cooked pasta or noodle products	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup
	Meat and Meat Alternates			
	Lean meat or poultry or fish or Cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds ⁷ or Yogurt, plain or flavored, unsweetened or sweetened	1/2 oz. 1/2 oz. 1/2 egg 1/8 cup 1 Tbsp. 1/2 oz. 2 oz. or 1/4 cup	1/2 oz. 1/2 oz. 1/2 egg 1/8 cup 1 Tbsp. 1/2 oz. 2 oz. or 1/4 cup	1 oz. 1/2 oz. 1/2 egg 1/4 cup 2 Tbsp. 1 oz. 4 oz. or 1/2 cup

**Child and Adult Care Food
Program
USDA Required Child Meal Patterns
(Continued) Schedule C-1**

Endnotes

1. Children age 12 and older may be served larger portion sizes based on the greater food needs of older boys and girls, but must be served the minimum quantities specified for children ages 6 – 12.
2. Juice must be 100% vegetable or fruit juice.
3. Bread, pasta or noodle products, and cereal grains, must be whole grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole grain or enriched meal or flour, cereal must be whole grain or enriched or fortified.
4. Cold dry cereal can be measured by volume (cup) or weight (ounces), whichever is less.
5. Select at least two different food components. Juice must not be served when milk is served as the only other component.
6. At lunch and supper, serve two or more kinds of vegetables(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice must not be counted to meet more than one-half of this requirement.
7. At lunch and supper, no more than 50 % of the meat/meat alternate requirement can be met with nuts or seeds. Nuts or seeds must be combined with another meat/meat alternate to fulfill the requirement. For purpose of determining combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry, or fish.

**Child and Adult Care Food
Program USDA Required Adult
Meal Patterns Schedule C-2**

The meal requirements for the Program are designed to provide nutritious and well-balanced meals to each participant. Except as otherwise provided in 7 CFR Section 226.20 of the CACFP regulations, Schedule C-2 represents the minimum requirements for meals served to adults in the Program.

Contracting Institution should check below if the adult meal pattern is applicable or not for this proposal/contract.

- ☐ The USDA adult meal pattern must be followed for the contract being executed.
- ☐ The USDA adult meal pattern is not applicable as the contract being executed is for children.

Adult Meal Pattern				
Food Components	Breakfast	Lunch	Supper	Supplement (Select 2 of the 4 components)
<u>Milk, fluid</u>	1 cup	1 cup	None required	1 cup
Vegetable(s) and/or Fruit(s) Vegetables and/or fruit or full strength vegetable juice or full strength fruit juice or an equivalent combination of vegetable(s), fruit(s) and juice	½ cup	1 cup total (two or more servings)	1 cup total (two or more servings)	½ cup ¹
Bread and Bread Alternates² Bread or cornbread, biscuits, rolls, muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains	2 slices 2 servings 1 ½ cups 1 cup 1 cup	2 slices 2 servings 1 ½ cups 1 cup 1 cup	2 slices 2 servings 1 ½ cups 1 cup 1 cup	1 slice 1 serving ¾ cup ½ cup ½ cup
Meat and Meat Alternates Lean meat or poultry or fish ³ or Alternate protein product or Cheese or Egg or Cooked dry beans or peas or Peanut or other nut or seed butter or Nuts and/or seeds ⁴ or yogurt ⁵	None required	2 ounces 2 ounces 2 ounces 1 ½ cup 4 Tablespoons 1 ounce 8 ounces	2 ounces 2 ounces 2 ounces 1 ½ cup 4 Tablespoons 1 ounce 8 ounces	1 ounce 1 ounce 1 ounce ½ ¼ cup 2 Tablespoons 1 ounce 4 ounces

¹ Juice cannot be served for the supplement meal when milk is the only other supplement 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 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/supper requirement.

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

**Child and Adult Care
Food Program
Schedule D: Unit Price
Schedule**

Instructions:

Contracting Institution: **Complete items (a) – (c) for each meal type**

FSMC: **Complete items (d) and (e) for each meal type. Totals meals X Cost = Total Cost**

(A) MEAL TYPE (I.E. LUNCH)	(B) AVERAGE DAILY MEALS NEEDED ¹	(C) TOTAL NUMBER OF MEALS ²	(D) UNIT COST ³	(E) TOTAL

Adjustments

If the average daily meals billed are less than the average daily meals needed [per item (b) above] a one time adjustment to the unit price will be made as follows:

Avg. Daily Meals Billed – Avg Daily Meals Needed	Multiply “Unit Cost” (D) By This
81-90%	1.05
71-80%	1.10
61-70%	1.15
51-60%	1.20
50% or Below	1.30

Example: If the average daily meals billed minus the “average daily meals needed” (item b above) = .79 or 79%, multiply the “unit cost” (item d above) by 1.10.

The vendor will invoice the Contracting Institution at the 100% unit cost indicated above bi-weekly. To determine if an additional cost per meal is due the vendor, complete the following calculation. Divide the total number of meals billed by type (lunch, breakfast, and supplement) for the total length of the program by the total number of days the program was operated. Any additional charges resulting from this higher “adjustment” will be reflected in the final statement from the vendor.

1. Obtained from Columns (3) and (6), Schedule A, by dividing total meals for each specific meal type by the greatest number of days operated by a site in Column (3).
2. Obtained from Schedule A by totaling Column (6) for each specific meal type.
3. Unit Cost specified is that cost based on 100% Average Meals Needed Per Day. Unit cost must be identical to those unit costs listed on the Unit Price Schedule

Summary Price Sheet

<i>Type of Meal per Contract Specifications</i>	<i>Estimated Total No. of Meals per Day 1</i>	<i>Portion Size/ Age Group^Φ 2</i>	<i>Total No. Serving Days per Year 3</i>	<i>¹Unit Price per Meal 4</i>	<i>Total Price 5</i>
Breakfast					\$
Lunch					\$
Supper					\$
Morning Snack					\$
Afternoon Snack					\$
Evening Snack					\$
Grand Total					\$

¹ Unit cost must be identical to those unit costs listed on the Unit Price Schedule

^Φ Refer to Schedule C-1 for portion size according to age groups applicable to the child meal pattern.
Adult meal pattern portions do not vary

SCHEDULE E

SPONSOR

☐ None Known

☐ Known Miscellaneous Circumstances are:

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

