



Request for Proposal Food Vendor Company for the CACFP

This packet contains the prototype Request for Proposal and Contract with Vendors and/or Contractors. 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.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

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SECTION A
Procurement Objective & Intent

This document contains an invitation for vendors and/or contractors supplying goods to submit a proposal on individual food and/or non-food items to be served to participants in the Child and Adult Care Food Program (CACFP) authorized by Section 13 of the National School Lunch Act and operated under Part 226 of the United States Department of Agriculture (USDA) regulations. This document set forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the contracting institution. The awarded bidder(s) must adhere to the specifications listed herein.

SECTION A-2
Acknowledgment of Summer Food Service Program Inclusion

☐ **YES** - This solicitation and document will contain a Request for Proposal to Vendors and/or Contractors supplying goods, individual food items in bulk, milk, and/or non-food supplies for meals to be prepared and 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.

☐ **NO** - None of the food, milk, or non-food items solicited in this document will be prepared and 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 set 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.

Name of Contracting Institution	Name of Vendor

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

END OF SECTION A

SECTION B
General Instructions to Bidders

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposals must be submitted in accordance to 7 Code of Federal Regulation (CFR) 226, 7 CFR 210.6, and 2 CFR Part 200.318-326. Bidders are expected to examine carefully the specifications, delivery schedules, attachments and terms and conditions of the Request for Proposal. Failure to do so will be at the bidder's risk.
2. The proposal must be securely sealed in a suitable envelope, addressed to the office issuing the Request for Proposal and marked on the outside with the following information:
 - a. Company Name
 - b. Bidder's Name
 - c. Company Address
 - d. Bidder's Phone Number
 - e. Proposal Issue Number
3. Proposals must be submitted in **TRIPLICATE** with one copy marked "**ORIGINAL**" by the proposal deadline date, time, and location as stated in Section C – Part B. The delivery date of the proposal will be used to determine if the proposal was submitted timely. Late proposals will not be accepted. Proposals submitted via facsimile and/or email will not be accepted.
4. If accepted, the contents of this proposal will be drafted into a final contract. One copy of the contract will be forwarded to the successful bidder with the notice of award, and the remaining copies will remain at the contracting institution and the State Agency reviewing the proposal.
5. There will be no changes in the specifications or general conditions that will cause a material change to the Proposal. Prior to submission, the bidder must "cross-out" with a **SINGLE LINE** of any written mistakes and initial on all copies. Failure to do so may result in rejection of the proposal.
6. **Explanation of Bidders:** Any explanation desired by a bidder regarding the meaning or interpretation of the proposal specifications, etc. must be requested in writing before the proposal closing date and with sufficient time allowed for a reply to reach all bidders before evaluation. Oral explanations or instructions given before contract award 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 uniformed bidders.
7. **Acknowledgement of Amendments to RFPs:** The Contracting Institution must acknowledge receipt of an amendment to an RFP by a bidder signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for evaluations.
8. **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.

9. **Errors In Proposal:** Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposal responses. Failure to do so will be at the bidders own risk and relief cannot be secured on the plea of error.
10. **Time for Receiving Proposals:** Sealed proposals shall be deposited at the Contracting Institution's address no later than the exact time and date indicated on the face of this RFP. Responses received prior to the time of opening will be securely kept, unopened.
11. **Proposal Response 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 listed in Section C – Part A of this RFP.
12. **Bid Bond Requirements:** For bids \$250,000 and over shall include a bid bond amount of _____% (*contracting institution inserts percentage between 5%-10%) of the bid price. 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.
- a. Bid bonds will be returned **(a)** to unsuccessful bidders as soon as practicable after the opening of the bids and **(b)** to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.
13. **Performance Bond Requirements:** For bids \$250,000 and over, the successful bidder shall provide the sponsor with a performance bond in the amount of _____% (*contracting institution must insert amount 10%-25%) of the contract price. The bond shall be executed by the contractor and 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 no later than ten (10) business days following the award of the contract.
14. **License and Fees:** The bidder shall be responsible for obtaining all necessary licenses and pay all fees required by local, state, and federal governments. This shall include but not be limited to licenses required under the Georgia Revenue Code. Information on this license may be obtained from the county probate office.
15. **Insurance Requirements:** The FSMC shall carry product casualty and liability insurance (theft, storm, fire damage, general food safety and sanitation) on all food and supplies in the contractor's custody or control regardless of their location, in accordance with acceptable industry practices.
- a. Bids shall be accompanied by a statement from the insurance carrier licensed to conduct business in the State of Georgia, indicating the carrier's agent has reviewed the bid and insurance requirements, and can satisfy all required coverage specifying the type of policy/coverage providing said coverage. The successful bidder shall provide proof of insurance to the sponsoring organization or agency no later than ten (10) working days after receiving the official letter of notification. Coverage shall not lapse during the period of the contract. Contract extension will require proof of insurance for the period of time service is extended according to the contract or amendments made to the contract. Each item below must be covered in writing on the certificate

of insurance.

- b. The policies must state “all risks,” or “special causes of loss”, or “broadest coverage available in the market place” and the dollar value limit.
- c. There must be a 30-day cancellation or non-renewal notice rather than ten. This notice must be directed to the sponsoring organization or agency.
- d. The certificate of insurance must remove the words “endeavor to” from the cancellation section to reflect a firm commitment toward issuing a written cancellation or non-renewal notice to the certificate holder.
- e. The food and supplies used for meeting the terms of the food service contract must be covered using one of the following acceptable terms: marine, cargo, inventory, contents, stock, or warehouse legal liability.
- f. The sponsoring organization or agency shall be provided an endorsed/executed copy of the insurance policies that cover the food and supplies.

AWARD NOTIFICATION

- 16. The contract will be awarded to the responsible bidder whose proposal conforms to the specifications of the RFP.
- 17. All non-responsive proposals will be rejected.
- 18. 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.
- 19. 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.
- 20. The award of the contract will be made as indicated below:
 - i. ☐ At Bid Opening
 - ii. ☐ Upon the approval or ratification by officials of the contracting institution

SECTION B

Contract Term

The supplier agrees to deliver food and non-food products and milk ordered to the locations as set out in Attachment 1 and must be subjected to the terms and conditions of this solicitation.

All food and non-food and milk ordered (if applicable) must meet or exceed the Program requirements of 7 CFR 226.20.

The supplier shall furnish food, non-food, and milk products as ordered by the Contracting Institution during

_____ **TO** _____
 ***Date Begin** ***Date End**

This contract may be renewed for _____ renewal periods (may not exceed 4 renewals and automatic renewals are prohibited).

Contract Adjustments

☐ The prices submitted by this 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 agreed upon by both parties (increase or decrease)

*Selecting this option must be confirmed in writing and based on either of the following factors, environmental, consumer price index (CPI) change, budget restrictions, etc.

☐ Contract can be modified to acquire additional goods or increase quantities*:

Cost of additional goods will be increased by no more than _____% of estimated value of the contract as agreed upon by both parties.

*Selecting this option must be confirmed in writing and based on new food purchases needed on an ongoing basis.

*Recommended increase in additional cost of goods should not exceed 10% of estimated value of the contract.

*If the additional cost of goods exceeds the above specified limit, separate applicable procurement procedure must be conducted.

***Contracting Institution must insert the information as areas noted.**

END OF SECTION B

SECTION C
Bidder and Contracting Institution Information

A. Contracting Institution Information

<i>Organization's Name</i>		<i>Contact Person/Title</i>		<i>Phone Number</i>
<i>Street Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i>

B. Proposal Submission & Opening

<i>Proposal Submission Deadline Date</i>	<i>Deadline Time</i>	<i>Proposal Issue Number</i>	<i>Proposal Opening Date</i>	<i>Proposal Opening Time</i>
<i>Street Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i>

Part C to be completed by Bidder only

C. Bidder Information

<i>Organization'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>
<i>Signature (In Ink)</i>		<i>Name (Print or Type)</i>		<i>Title</i>	<i>Date</i>

SECTION C

Proposal Evaluation (PART 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 averaging _____ % 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 re-scored 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 lowest price with any bidder averaging _____ % or more (criteria must be consistent with the RFP and cannot add or delete specification/requirements). At the conclusion of the negotiation the INSTITUTION requests bidders to submit best and final offer (BAFO). 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

Bidders are asked to submit prices in accordance with the product list of food, non-food, and milk items meeting the contract specifications.

Pricing shall be on the product list of food, non-food, and milk provided to bidder by Contracting Institution. All bidders must submit proposals on the same product list provided by the Contracting Institution. Deviation from this shall be permitted only upon authorization of the Contracting Institution. Proposal price must include the price of the food, non-food, and milk items. The unit prices of each item which the Bidder agrees to furnish must be written in ink or typed in the blank space provided.

Contractor will be paid at the 100% cost rate during the payment period specified by bottom line or line item. See Section C.I. above. The Contracting Institution must indicate in Section D (4) Method of Payment.

D. Price of Goods: Bidder to enter cost of goods based on specification sheet.

<i>BIDDER COMPLETES THIS CHART</i>	Totals		Totals
<i>Food Only</i>	\$	<i>Nonfood items only</i>	\$
<i>Milk Only</i>	\$	<i>All food items</i>	\$
<i>Bread Only</i>	\$	<i>Food and Non-Food</i>	\$
TOTAL OF ALL ITEMS			\$

SECTION C

Proposal Evaluation (PART II)

Bidders will be evaluated on the following factors. The Contracting Institution will indicate what additional information for each letter will be used in the evaluation process. Bidders that do not meet the criteria below may be rejected as non-responsive and will not be considered for award.

A. FINANCIAL CAPABILITY

Financial capability to perform a contract of the scope required by attesting that the bidder is not debarred or suspended (See Mandatory Form A) and by:

- ☐ Providing a financial statement or audit that demonstrates financial viability
- ☐ Providing a notarized statement affirming that the bidder has not filed bankruptcy in the last 5-10 years.

B. ADEQUACY OF FACILITIES

Adequacy of facilities for food and vendors of bulk cooked food items, with approved license certifications that all facilities meet all applicable State and local health, safety, and sanitation standards by submitting the health and safety permit for facilities/warehouses where products originate.

C. PERFORMANCE

- I. Previous experience of the bidder in performing actions similar in nature and scope by:
Submitting _____ references (***contracting institution inserts number no less than 2**) from previous/current customers. Please provide on a separate page of contact names, address, and contract information.
- II. Confirming transportation capability by agreeing to deliver to sites listed (per Schedule A – Site information list). Contracting institution may require supplier to document sanitation and proper packaging and/or documenting temperature control during transport.

Food Orders: The contracting institution will order food, non-food, and milk on _____ (****insert day**) of the week preceding the week of delivery. The contracting institution reserves the right to increase or decrease the amount of food ordered on a _____ (****contracting institution inserts appropriate number**) hour notice or less if mutually agreed upon the parties of this contract.

Delivery Change Procedures: Orders will be delivered in accordance with the delivery requirements listed in Section D and the weekly product listing indicated in Schedule A – Site Delivery List. Contracting Institution reserves the right to change delivery days as needed by notifying Contractor 7 days prior to scheduled delivery.

Non-Compliance: The Contracting Institution reserves the right to inspect and determine the quality of food delivered and reject products which do not comply with the requirements and specifications of the contract. The Contractor will not be paid for unauthorized products delivered.

Products will be rejected if they do not comply with the specifications. The Contracting Institution or inspecting agency shall notify the contractor and return products rejected and the reasons for rejection.

Packaging: Products shall be delivered according to the items indicated on the individual pre-school center product listing with appropriate food, nonfood, and milk items.

A) Food Transport

Milk and Food are to be stored and transported in accordance with State and local health standards.

B) Food Specifications

All food on the product list must meet the food specifications and quality standards. All meat and meat products ordered by the contracting institution 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 confirm to these specifications.

Proposal Specifications and Bidding Sheet

The Contracting Institution shall include instructions and a product list for pricing of food, non-food, and/or milk items. An area should be designated brand name equivalent items.

Proposal 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 requirement.

Contract Number	Bidder Name	
Bidder Signature	Title	Date (MM/DD/YY)

END OF SECTION C

SECTION D
General Terms and Conditions

1. DELIVERY REQUIREMENTS

- A. Delivery shall be made by the supplier to each contracting institution site(s) in accordance with the specifications listed in Attachment 1 – Site Information list.

Deliveries will be made (**contracting institution must circle one**): *Bi-weekly, weekly, monthly*, unloaded, and placed in the designated site by the suppliers' personnel at the specified location(s).

- B. The contractor shall be responsible for delivery of all food, non-food, and milk products. Adequate refrigeration shall be provided in clean vehicles during delivery of all food, non-food, and milk to ensure the wholesomeness of products at delivery in accordance with State and local health codes. The contracting institution 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.
- C. The contracting institution reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Attachment 1. The contracting institution shall notify the supplier by providing an amendment to Attachment 1, or all site(s) which are approved, cancelled, or terminated subsequent to acceptance of this contract. Such an amendment shall be provided within _____ business days (**contracting institution insert number of days**).

2. SUPERVISION AND INSPECTION

The supplier shall maintain quality control inspections to check for quality of products, appearance, and packaging.

3. RECORDKEEPING REQUIREMENTS

The contracting institution is required to meet all of the federally funded program and State agency reporting requirements. Therefore, the following recordkeeping documents must be maintained.

- A. The supplier shall submit its itemized invoices to the contracting institution (***contracting institution must circle one**): *Bi-weekly, weekly, monthly* in compliance with 7 CFR Section 226.13 of the Child and Adult Care Food Program (CACFP) regulations.
- B. Invoices must show itemized products and quantity ordered as well as unit cost for every item reflected on the invoice. Contracting Institution site(s) and/or designee(s) of the institution site(s) shall check adequacy of delivery before signing the delivery ticket. Invoices shall be accepted by the site(s) only if signed by the institution's designee at the site. Time of delivery should be noted on the delivery ticket.
- C. The supplier 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 contracting institution shall provide, upon request, to representatives of Bright from the Start, U.S. Department of Agriculture, and/or comptroller General of the United

States sufficient access to books and records (i.e., documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions) to determine contract compliance.

- E. All contracting institution books and records must be retained for a period of three years plus the current fiscal year of the date of submission of the final claim for reimbursement, the date that the final payment is made under the contract, or contract conclusion, or longer if the following apply, until resolution of any contract disputes, investigation and/or review findings, or audit by representatives of 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.

4. METHOD OF PAYMENT

The supplier shall be paid by the contracting institution for all food, non-food, and milk 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 supplier and the contracting institution that are eligible for reimbursement.

5. INSPECTION OF FACILITY

- A. The contracting institution, Bright from the Start, and USDA reserve the right to inspect the supplier's facilities without notice at any time during the contract period.
- B. The suppliers' facilities shall be subject to periodic inspections by the State and local health departments or any other agency designated to inspect the condition and quality of food and/or milk provided for the State. This will be accomplished in accordance with USDA regulations.
- C. The suppliers' facilities and delivery vehicles must be inspected by local health departments or the like, to determine that supplier meets all Food and Drug Administration (FDA) and USDA guidelines for health and safety. Supplier will notify the contracting institution in writing, according to governing regulations, or within (10) business days, whichever is less, of a determination that it has failed to maintain a satisfactory status with its governing authorities.

6. AVAILABILITY OF FUNDS

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

7. EMERGENCIES

- A. In the event of unforeseen emergency circumstances, the supplier shall immediately notify the contracting institution of the following:
 - 1. The impossibility of scheduled delivery;
 - 2. Shortage or unavailable contract item(s);
 - 3. The circumstance(s) precluding delivery; and
 - 4. A statement whether or not succeeding deliveries will be affected

B. No payment shall be made for products not received that were included on the contracting institution site(s) product listing order form.

8. TERMINATION

The Sponsor reserves the right to terminate this contract for cause or convenience if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, with up to _____ days written notification (insert number of days, not to exceed 60 days) of specific instances of noncompliance.

The Sponsor shall have the right, upon such written notice, to immediately terminate the contract for cause or convenience and supplier or surety company, if applicable, shall be liable for any damages incurred by the Sponsor. Prior to termination, the Sponsor shall contact the state agency concerning procedures for conducting a re-procurement action.

The Sponsor, may, by written notice to the supplier, terminate the right of the supplier to proceed under this contract for cause or convenience with up to _____ days notification (insert number of days, not to exceed 60 days) if it is found by the Sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the supplier to any officer or employee of the Sponsor 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 Sponsor makes such findings shall be in issue and may be reviewed in any competent court.

In the event this contract is terminated by cause or convenience as provided in paragraph (b) hereof, the Sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the cost incurred by the supplier in providing any such gratuities to any such officer or employee.

The rights and remedies of the Sponsor 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.

9. BREACH OF CONTRACT

In the event of a breach of contract by either party, either party may take administrative, contractual, and legal remedies. **Contracting Institution should provide specific breaches and actions that will be taken because of breach of contract.** (Add and refer to additional pages or an attachment if needed).

10. SUBCONTRACTORS AND ASSIGNMENTS

The supplier shall not subcontract for the food, non-food, and milk product; and shall not assign, without the advance written consent of the contracting institution, this contract or any interest therein.

11. MISCELLANEOUS CIRCUMSTANCES

The supplier ***does** ____ or **does not** ____ have special circumstances (***contracting institution must check**), or uncommon business practices that are likely to impact purchasing patterns. Disclosures are located on (Page 17).

END OF SECTION D

SECTION E

General USDA Provisions

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

The Contracting Institution is a public institution with a contract in excess of \$10,000 or is a non-profit institution.

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

EXECUTIVE ORDER 11246, EQUAL EMPLOYMENT OPPORTUNITY

“The food supplier shall comply with Executive Order 11246, as amended by Executive Order 11375 (October 13, 1967 and Department of Labor Regulations (41 CFR Part 60)

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)

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

The following condition results when a supplier or subcontract exceeds \$100,000

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

CLEAN AIR AND WATER

The supplier shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. Section 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, and (40 CFR part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Reporting of violations to FNS and to the U.S. EPA Assistant Administrator for Enforcement (EN-329) is required. *(See also, Appendix II (G) of 2 CFR Part 200.)*

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

BUY AMERICAN PROVISION

This applies to contracts involving food acquisitions using nonprofit food service account funds and the use, or processing, of substitutable USDA donated foods. Contracts must contain provisions meeting the requirements of the “Buy-American Provisions” per 49 CFR Part 661, required for contracts inclusive of the National School Lunch Program.

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

USDA DATA RIGHTS

USDA Rights in *Data, Reporting Discoveries and Inventions and Copyrights* Rights to inventions made under a contract or agreement. These requirements are found in 2 CFR part 200, [subpart D](#) and [Appendix II](#), Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and USDA implementing regulations [2CFR part 400](#) and [part 415](#). Applies to research, developmental (such as a new food product or software), experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and of USDA requirements and regulations pertaining to copyrights and rights in data.

☐ The above condition does apply

☐ The above condition does not apply

ENERGY EFFICIENCY

The supplier shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

☐ The above condition does apply

☐ The above condition does not apply

CONTRACT WORK HOURS AND SAFETY STANDARDS

Contracts involving employment of mechanics or laborers shall include a provision for compliance with section 103 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330) as supplemented by Department of Labor regulations ([29 CFR part 5](#)). (See also, [Appendix II \(E\) of 2 CFR Part 200](#).)

The following condition results when a contract is expected to exceed \$2,500

☐ The above condition does apply

☐ The above condition does not apply

MISCELLANEOUS CIRCUMSTANCES [If checked on page 15]

1.

2.

3.

4.

5.

END OF SECTION E



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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. 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;
- B. 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

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which 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 the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being 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 may 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 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 General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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 agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STANDARD CODES OF CONDUCT CERTIFICATION – MANDATORY FORM B

According to 2 CFR Part 200.318 regulations, institutions must maintain a written code of standards of conduct.

- A. 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 vendor 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 or suppliers, possible contractors, suppliers or parties to sub agreements.
- E. Written Code of Conduct outlines the standards set for determining when financial interest is not substantial and when an unsolicited gift item is of nominal value and may be accepted.
- F. The code also provides for disciplinary actions to be applied in the event the standards are violated.

<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>

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
MANDATORY FORM C**

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

<i>Name of Contracting Institution</i>	<i>Name of Supplier</i>
--	-------------------------

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;
- 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 supplier 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.

<i>Signature of Bidder's Authorized Representative</i>	<i>Title</i>	<i>Date (MM/DD/YY)</i>
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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.

<i>Signature of Authorized Contracting Institution Representative</i>	<i>Title</i>	<i>Date (MM/DD/YY)</i>
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Note: Accepting a Bidder's offer does not constitute award of the contract.

ATTACHMENT 1 – SITE INFORMATION LIST

Bidder's please following instructions for completion of Schedule A: Site Information List

- 1) Enter contracting institution's name in the upper left corner and complete all header information.
- 2) Use correct street address for all sites listed.
- 3) Under columns (1) and (2), enter the beginning and ending dates for food delivery at each site.
- 4) Under column (3), enter the total number of days deliveries are made at each site.
- 5) 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 / 320). Do not insert the maximum number that will be served on a particular day.
- 6) Enter in column (6) the delivery time(s)*.

**Since Schedule A must be completed well in advance of the application deadline, it is recognized that changes will occur in the date 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 evaluation.*

- 7) **BIDDER MUST ADD INITIALS** to the right of “INT:” for each site listed, to affirm that delivery can be made as requested based on information provided in Schedule A.

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>	

<i>SITE Name/Address/Phone/Contact Person</i>	<i>Begin Date (1)</i>	<i>End Date (2)</i>	<i>Total Days of Operation (3)</i>	<i>Meal Type (4)</i>	<i>Average Meals/Day (5)</i>	<i>Delivery Time (6)</i>
				Breakfast		
				AM Supplement/Snack		
				Lunch		
				PM Supplement/Snack		
INT:						

<i>SITE Name/Address/Phone/Contact Person</i>	<i>Begin Date (1)</i>	<i>End Date (2)</i>	<i>Total Days of Operation (3)</i>	<i>Meal Type (4)</i>	<i>Average Meals/Day (5)</i>	<i>Delivery Time (6)</i>
				Breakfast		
				AM Supplement/Snack		
				Lunch		
				PM Supplement/Snack		
INT:						

<i>SITE Name/Address/Phone/Contact Person</i>	<i>Begin Date (1)</i>	<i>End Date (2)</i>	<i>Total Days of Operation (3)</i>	<i>Meal Type (4)</i>	<i>Average Meals/Day (5)</i>	<i>Delivery Time (6)</i>
				Breakfast		
				AM Supplement/Snack		
				Lunch		
				PM Supplement/Snack		
INT:						

<i>SITE Name/Address/Phone/Contact Person</i>	<i>Begin Date (1)</i>	<i>End Date (2)</i>	<i>Total Days of Operation (3)</i>	<i>Meal Type (4)</i>	<i>Average Meals/Day (5)</i>	<i>Delivery Time (6)</i>
				Breakfast		
				AM Supplement/Snack		
				Lunch		
				PM Supplement/Snack		
INT:						

<i>SITE Name/Address/Phone/Contact Person</i>	<i>Begin Date (1)</i>	<i>End Date (2)</i>	<i>Total Days of Operation (3)</i>	<i>Meal Type (4)</i>	<i>Average Meals/Day (5)</i>	<i>Delivery Time (6)</i>
				Breakfast		
				AM Supplement/Snack		
				Lunch		
				PM Supplement/Snack		
INT:						

ATTACHMENT 2 – CONTRACTING INSTITUTION MENU

CONTRACTING INSTITUTION MAY ATTACH A MENU CYCLE FOR EACH SITE

ATTACHMENT 3 - USDA MEAL PATTERNS

Infant Meal Pattern

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

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

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

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

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

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

⁶ Fruit and vegetable juices must not be served.

Infant Meal Pattern

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

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

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

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

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

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

⁶Fruit and vegetable juices must not be served.

Infant Meal Pattern

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

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

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

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

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

⁵ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁶ A serving of this component is required when the infant is developmentally ready to accept it.

⁷ Fruit and vegetable juices must not be served.

USDA MEAL PATTERNS – CHILDREN

CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (at-risk afterschool programs and emergency shelters)
Fluid Milk ³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both ⁴	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq) ^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅓ cup	⅓ cup	¼ cup	¼ cup

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

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

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

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

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

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

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

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

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

CHILD MEAL PATTERN

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

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

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

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

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

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

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

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

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

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

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

CHILD MEAL PATTERN

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

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

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

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

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

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

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

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

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

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

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

ADULT MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)	
Food Components and Food Items ¹	Minimum Quantities
Fluid Milk ²	8 fluid ounces
Vegetables, fruits, or portions of both ³	½ cup
Grains (oz eq) ^{4,5,6}	
Whole grain-rich or enriched bread	2 slices
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	2 servings
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁷ , cereal grain, and/or pasta	1 cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{7,8}	
Flakes or rounds	2 cups
Puffed cereal	2 ½ cups
Granola	½ cup

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for adult participants.

² Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk. Six 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.

³ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁴ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁵ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

⁶ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁷ 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).

⁸ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is 1 ½ cups for adults.

ADULT MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)	
Food Components and Food Items ¹	Minimum Quantities
Fluid Milk ^{2,3}	8 fluid ounces
Meat/meat alternates	
Lean meat, poultry, or fish	2 ounces
Tofu, soy product, or alternate protein product ⁴	2 ounces
Cheese	2 ounces
Large egg	1
Cooked dry beans or peas	½ cup
Peanut butter or soy nut butter or another nut or seed butter	4 tbsp
Yogurt, plain or flavored, sweetened or unsweetened ⁵	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	1 ounce = 50%
Vegetables ⁶	½ cup
Fruits ^{6,7}	½ cup
Grains (oz eq) ^{8,9}	
Whole grain-rich or enriched bread	2 slices
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	2 servings
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	1 cup

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for adult participants.

² Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk. Six 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.

³ A serving of fluid milk is optional for suppers served to adult participants.

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

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

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

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

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

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

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

ADULT MEAL PATTERN

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

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

²Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk. Six 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.

³Alternate protein products must meet the requirements in Appendix A to Part 226.

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

⁵Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁶At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

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

⁸Breakfast 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).

⁹Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is 1 ½ cups for adults.

Attachment 4

Civil Rights Assurance Statement

This Vendor/Contractor/Subrecipient] hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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 Vendor/Contractor/Subrecipient] agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel 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 Vendor/Contractor/Subrecipient], 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 behalf of this agency.

By signing below, both the Contracting Institution and the Bidder execute Acknowledgement and Compliance with the above Civil Rights Assurances.

Signature of Contracting Institution and Date	Signature of Name of Vendor/Contractor and Date
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ATTACHMENT 5
Contracting Institution Contract Checklist Review

- ☐ Review SECTION B – General Instructions to Bidders
- ☐ Page 6 - #16, Select how contract award will be made
- ☐ Page 7 – Complete Contract Term and Price Adjustments by filling in blanks
- ☐ SECTION C – Bidder and Contracting Institution Information
- ☐ Page 8 – Complete Parts A and B
- ☐ Page 9 – Select how proposal price will be evaluated
- ☐ Page 11 – Checkmark and complete all blanks
- ☐ Page 13 – Complete Delivery Requirements A and C
- ☐ Page 14 – Circle Method of Payment
- ☐ Page 15 – Complete Termination Parts B and D
- ☐ Page 15 - #11, Disclose (if applicable) miscellaneous circumstances
- ☐ Page 16 - Select applicable provisions in SECTION E – General USDA Provisions
- ☐ Page 18 – Complete Misc. Circumstances (if applicable)
- ☐ Page 21 – Complete Standard Codes of Conduct Certification – Mandatory Form B
- ☐ Page 22 – Sign Certificate of Independent Price Determination – Mandatory Form C
- ☐ Page 24 – Complete Schedule A: Site Information List
- ☐ Page 25 – Attach Menu (if applicable)
- ☐ Page 36 – Civil Rights Assurance Statement

ATTACHMENT 6
Bidder Contract Checklist Review

- ☐ Page 3 – Complete Vendor Name
- ☐ Review SECTION B – General Instructions to Bidders
- ☐ SECTION C – Bidder and Contracting Institution Information
- ☐ Page 8 – Complete Part C
- ☐ Page 10 – Complete Part D – Price of Goods chart
- ☐ Page 11 – Provide Financial Capability
- ☐ Page 11 – Provide proof of performance (applicable references)
- ☐ Page 12 – Sign Proposal Acceptance
- ☐ Page 18 – Complete Debarment Certification – Mandatory Form A
- ☐ Page 22 – Signature for Certificate of Independent Price Determination - Mandatory Form C
- ☐ Page 24 – Initial applicable sites in Schedule A: Site Information List