



Request for Proposals

Contractor/Food Service Management Company – Meals Only

For:

Child and Adult Care Food Program

Issued by:

*Capital Area Food Bank
4900 Puerto Rice Ave. NE
Washington, DC 20017*

Request for Proposal (RFP) Cover Page

Solicitation (RFP) Publication Date: 7/26/16 Solicitation (RFP) Opening Date: 07/26/16
Solicitation (RFP) Closing Date: 8/11/16 Solicitation (RFP) Closing Time: 5:00 pm

Issued By: Capital Area Food Bank

Address: 4900 Puerto Rico Ave NE

City, State, Zip Code: Washington, DC 20017

Telephone Number (Include Area Code): 202.644.9826

Email Address: osmith@capitalareafoodbank.org

Any explanation desired by a proposing company regarding the meaning or interpretation of the RFP specifications, etc., must be requested, in writing, at least (10) days prior to the proposal closing or no later than 7/31/16.

Please direct any questions to **Olivia Smith** at **osmith@capitalareafoodbank.org**.

Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective proposing company concerning an RFP shall be furnished to all prospective proposing company as an amendment to the RFP, if such information is necessary to proposing company in submitting proposals on the RFP, or if the lack of such information would be prejudicial to uninformed proposing company.

Name of Proposing Company
(Food Service Management Company): _____

Address: _____

City, State, Zip Code: _____

Telephone Number (Include Area Code): _____

Email Address: _____

Signature of Proposing Company's Authorized Representative: _____

Title: _____ Date: _____

Total Estimated Amount of Proposal (See Unit Price Schedule) Base Year: \$ _____

Option Year 1: \$ Do not complete _____

Option Year 2 \$ Do not complete _____

Option Year 3: \$ Do not complete _____

Note: By submission of this proposal, the proposing food service management company certifies that, in the event they receive an award under this solicitation, they shall operate the food service program in accordance with all applicable and current State and Federal program regulations, and the attached terms, conditions and specifications as set forth in the RFP.

This institution is an equal opportunity provider.

Unit Price Overview Charts

Complete this AFTER completing the Unit Price Schedule (Section A.1, Pages 11-12). Institution, insert number (if applicable) in the "Estimated Annual Quantity" column. Proposing company, insert "Unit Price" and "Total Cost."

BASE YEAR REQUIREMENTS (2015-2016)

| Item No. | Item Description | Annual Est'd Qty | Unit | Unit Price | Total Cost |
|----------|---|------------------|------|------------|------------|
| 1001. | Infant 0-11 Months All Meals/Snacks: infant formula | | Each | | |
| 1002. | Infant 4-7 Months Breakfast: infant cereal | | Each | | |
| 1003. | Infant 8-11 Months Breakfast: infant cereal, fruit/vegetable | | Each | | |
| 1004. | Infant 4-7 Months Lunch: infant cereal, fruit/vegetable | | Each | | |
| 1005. | Infant 8-11 Months Lunch: fruit/vegetable, infant cereal and/or meat/meat alternate | | Each | | |
| 1006. | Infant 8-11 Months Snack: infant formula or juice, bread/cracker | | Each | | |
| 1007. | Infant 4-7 Months Supper: infant cereal, fruit/vegetable | | Each | | |
| 1008. | Infant 8-11 Months Supper: fruit/vegetable, infant cereal and/or meat/meat alternate | | Each | | |
| 1009. | Child Breakfast: juice/fruit/vegetable, bread/bread alternate, plus condiments, utensils, napkins, plates and/or bowls with: | | | | |
| a. | Fluid milk , whole, plain | | Each | | |
| b. | Fluid milk , fat-free (skim), plain unflavored | | Each | | |
| c. | Fluid milk , low-fat (1%), plain unflavored | | Each | | |
| d. | Fluid milk , lactose-free | | Each | | |
| e. | Fluid milk , soy (one of the seven USDA creditable types) | | Each | | |
| f. | Without milk | | Each | | |
| 1010. | Child Lunch Meal: fruit/vegetable (two different types), meat/meat alternate, bread/bread alternate, plus condiments, utensils, napkins, plates and/or bowls with: | | | | |
| a. | Fluid milk , whole, plain | | Each | | |
| b. | Fluid milk , fat-free (skim), plain unflavored | | Each | | |
| c. | Fluid milk , low-fat (1%), plain unflavored | | Each | | |
| d. | Fluid milk , lactose-free | | Each | | |
| e. | Fluid milk , soy (one of the seven USDA creditable types) | | Each | | |
| f. | Without milk | | Each | | |
| 1011. | Child Snack Meal (choose two components): fluid milk, fruit/juice/vegetable, meat/meat alternate, bread/bread alternate, plus condiments, utensils, napkins, plates and/or bowls | 49680 | Each | | |
| 1012. | Child Supper Meal: fruit/vegetable (two different types), meat/meat alternate, bread/bread alternate, condiments, utensils, napkins, plates and/or bowls with: | | | | |
| a. | Fluid milk , whole, plain | | Each | | |
| b. | Fluid milk , fat-free (skim), plain unflavored | | Each | | |
| c. | Fluid milk , low-fat (1%), plain unflavored | 164340 | Each | | |
| d. | Fluid milk , lactose-free | | Each | | |
| e. | Fluid milk , soy (one of the seven USDA creditable types) | | Each | | |
| f. | Without milk | | Each | | |

ACCEPTANCE

NOTE: *This page is only to be completed if the institution awards the contract to the proposing company that submitted the proposal information contained in this package.*

This document contains an Request for proposal (RFP) for the furnishing of meals as described in this document to be served to children participating in the Child and Adult Care Food Program, established by the United States Department of Agriculture (7 CFR Part 226) and sets forth the terms and conditions applicable to the proposed procurement. **Upon acceptance, this document shall constitute the contract between the company making the proposal and the Institution named below.**

Contract Commencement Date: _____ Contract Expiration Date: _____

Prompt payment discount: _____% for payment within _____ days.

Total Contract Award Amount: _____
Include Base Year amount only.

Print Name of Institution Authorized Representative Title

Signature of the Institution Authorized Representative Date

Print Name of Company Authorized Representative Title

Signature of Company Authorized Representative Date

Institution Representative and/or Food Service Management Company Authorized Representative reserves the right to cancel this contract by giving 15 (fifteen) days written notice prior to termination of services. Please refer to Section B, item #5 with regards to termination of contract.

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Proposal/Contract Overview

Contract Type, Supplies or Services, and Price/Cost

The **Capital Area Food Bank (CAFB)** in the District of Columbia is seeking a food service management company to furnish and deliver unitized or bulk meals to **32** sites participating in the Child and Adult Care Food Program, established by the United States Department of Agriculture Code of Federal Regulations (7 CFR 226), which set forth the terms and conditions applicable to the proposed procurement, with a period of performance of **October 1, 2016-July 31, 2017**. There will be up to three one-year renewals with a period of performance of **August 1 of the current year to July 31 of the following year**. The successful proposing company shall deliver in accordance with the menu requirements for the Child and Adult Care Food Program and the specifications described herein.

The Capital Area Food Bank is the largest organization in the Washington metro area working to solve hunger and its companion problems: chronic malnutrition, heart disease, and obesity. By partnering with 444 community organizations in Washington, DC, Maryland, and Virginia, as well as delivering food directly into hard to reach areas, CAFB is helping 530,000 people each year get access to good, healthy food.

The Capital Area Food Bank has been a sponsor of the Child and Adult Care Food Program (CACFP) At-Risk Afterschool Meals and Summer Food Service Program (SFSP) for the last five years. The food bank partners with a variety of locations to serve children 18 years old and younger, including public recreation centers and residential community centers. The majority of the children served are between the ages of 5 and 12.

The Capital Area Food Bank's mission is to create access to good, healthy food for people in every community, therefore the food bank desires:

- Meals that are wholesome, healthy, and appealing to children.
- Menus that showcase variety of options and high-quality ingredients.

Scratch cooking is preferred.

Given our past experience in this program, we will also give preference to Contractors that are able to demonstrate:

- Streamlined processes that utilize technology;
- A history a great customer service; and
- Low staff turnover.

The purpose of this solicitation is to award a contract to provide meals to the Capital Area Food Bank who also shall be recognized as the Ordering Agency.

The Capital Area Food Bank contemplates award of a contract in accordance with the Federal procurement requirements. **The Capital Area Food Bank** will award a contract after evaluating submitted proposals in accordance with the ranking factors indicated in Section 4: Evaluation of Proposals.

Glossary of Terms

As used herein:

- (a) The term "*proposal*" means an offer to perform the work described in the Request for Proposal at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- (b) The term "*proposing company*" means a food service management company submitting a proposal in response to this Request for Proposal;
- (c) The term "*contractor*" means a successful proposing company who is awarded a contract by an Institution under the Child and Adult Care Food Program under the U. S. Department of Agriculture;
- (d) The term "*food service management company*" means an organization, other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program;
- (e) The term "*request for proposal*", hereafter referred to as RFP, means the document soliciting proposals through the formal advertising method of procurement. In the case of this program, the RFP becomes the contract upon acceptance by the Institution;
- (f) The term "*Institution*" means the Child and Adult Care Food Program institution issuing this RFP.
- (g) The term "*bulk*" means food that is delivered by component in order to facilitate family style meal service.
- (h) The term "*unitized*" means an individual proportioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms shall have the meanings ascribed to them in the Child and Adult Care Food Program regulations.

Certificate of Independent Price Determination

- (a) By submission of this proposal, the proposing company certifies and in the case of a joint proposal, each party thereto certifies as to its own organizations, that in connection with this procurement:
- (a)(1) The prices in this proposal 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 proposing company or with any competitor;
- (a)(2) Unless otherwise required by law, the prices that have been quoted in this proposal have not been knowingly disclosed by the proposing company and will not knowingly be disclosed by the proposing company prior to proposal opening, directly or indirectly or indirectly to any other proposing company or to any competitor;
- (a)(3) No attempt has been made or will be made by the proposing company to induce any person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- (b) Each person signing this proposal certifies that:
- (b)(1) S/he is the person in the proposing company's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a) (1) through (a) (3) above; or
- (b)(2) S/he is not the person in the proposing company's organization responsible within that organization for the decision as to the prices being offered herein, but that s/he 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 has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

**CACFP organization and Proposing Company shall execute this Certificate of Independent Price Determination
(Signatures are required)**

Proposing Company's Authorized Representative:

Title

Date

Signature certifies that the institution's officers, employees, or agents have not taken any action that may have jeopardized the independence of the proposal referred to above.

CACFP Institution Authorized Representative:

Title

Date

SECTION 1: Unit Price Schedule and Instructions

Proposing companies must submit prices for the following meals meeting the contract specifications delivered to all CACFP sites.

Column A = The **institution** shall indicate which meal types the contractor will be providing during the contract period. The institution must indicate whether **unitized (u)** or **bulk (b)** meals are requested by placing “u” or “b” in the parentheses after the meal type. If the contractor will not be providing a meal type, this will be left blank.

Column B = The **institution** shall fill in the estimated number of meals that will be served each day by meal type during the contract period. If the contractor will not be providing a meal type, this will be left blank.

Column C = The **institution** shall fill in the number of anticipated operating days that meals will be served during the contract period. If the contractor will not be providing a meal type, this will be left blank.

Column D = The **proposing company** shall insert the appropriate unit price for each meal type as indicated by the institution. If there are any inconsistencies or errors, the unit price (D) shall take precedence.

Column E = The **proposing company** shall calculate the total price for each meal type by multiplying **B times C times D**. All meal totals shall be added for a cumulative **Total**. The **Institution** shall recalculate to verify accuracy.

Example Unit Price Schedule Chart

| A. Meal Type | (u or b) | B. Estimated servings per day | C. Estimated # of serving days per year | D. estimated unit price | E. Total price |
|--|----------|-------------------------------|---|-------------------------|---------------------|
| Infant Formula | () | x | x | - | |
| Infant 4-7 Months Breakfast | () | x | x | - | |
| Infant 8-11 Months Breakfast | () | x | x | - | |
| Infant 4-7 Months Lunch | () | x | x | - | |
| Infant 8-11 Months Lunch | () | x | x | - | |
| Infant 4-7 Months Snack | () | x | x | - | |
| Infant 8-11 Months Snack | () | x | x | - | |
| Infant 4-7 Months Supper | () | x | x | - | |
| Infant 8-11 Months Supper | () | x | x | - | |
| Child Breakfast with | (u) | | | | |
| Fluid milk, whole, plain | (b) | 30 x | 240 x | \$1.55 = | \$11,160.00 |
| Fluid milk, fat-free (skim), plain or flavored | (b) | 50 x | 240 x | \$1.55 = | \$18,600.00 |
| Fluid milk, low-fat (1%), plain or flavored | () | x | x | = | |
| Fluid milk, lactose-free | (b) | 4 x | 240 x | \$1.65 = | \$1,584.00 |
| Fluid milk, soy (USDA creditable types) | (b) | 4 x | 240 x | \$1.65 = | \$1,584.00 |
| Without milk | () | x | x | = | |
| Child Lunch with | (u) | | | | |
| Fluid milk, whole, plain | (b) | 40 x | 240 x | \$2.85 = | \$17,760.00 |
| Fluid milk, fat-free (skim), plain or flavored | (b) | 70 x | 240 x | \$2.85 = | \$31,080.00 |
| Fluid milk, low-fat (1%), plain or flavored | () | x | x | = | |
| Fluid milk, lactose-free | (b) | 5 x | 240 x | \$2.95 = | \$2,340.00 |
| Fluid milk, soy (USDA creditable types) | (b) | 5 x | 240 x | \$2.95 = | \$2,340.00 |
| Without milk | () | x | x | = | |
| Child Snack | () | 120 x | 240 x | \$0.78 = | \$22,276.80 |
| Child Supper with | () | | | | |
| Fluid milk, whole, plain | () | x | x | = | |
| Fluid milk, fat-free (skim), plain or flavored | () | x | x | = | |
| Fluid milk, low-fat (1%), plain or flavored | () | x | x | = | |
| Fluid milk, lactose-free | () | x | x | = | |
| Fluid milk, soy (USDA creditable types) | () | x | x | = | |
| Without milk | () | x | x | = | |
| TOTAL | | | | | \$108,724.80 |

Proposing companies shall submit their proposals on an “all or none” basis. The per-meal price must include food (based on the menus provided by the proposing company), milk(s) and/or formula, as applicable, as well as labor, packaging, transportation and all other related costs (e.g., condiments, utensils, paper products, etc.). Any additional fees typically charged (such as a fuel surcharge) **must** be specified within the proposal. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the Institution during the term of the contract to secure all its needs that are included in the solicitation and contract from the successful contractor. Such contract shall bind the contractor to perform all such work ordered by the Institution at the prices specified herein.

Award will be made to a single responsive, responsible proposing company on the basis of the lowest aggregate cost to the Institution.

Instructions:

Institutions: complete columns A, B, and C in the Unit Price Schedule below. Proposing Companies: complete columns D and E.

Unit Price Schedule Chart

| A. Meal Type (u or b) | B. Estimated servings per day | C. Estimated # of serving days per year | D. estimated unit price | E. Total price |
|--|----------------------------------|--|----------------------------|----------------|
| Infant Formula | | | = | |
| Infant 4-7 Months Breakfast | | | = | |
| Infant 8-11 Months Breakfast | | | = | |
| Infant 4-7 Months Lunch | | | = | |
| Infant 8-11 Months Lunch | | | = | |
| Infant 4-7 Months Snack | | | = | |
| Infant 8-11 Months Snack | | | = | |
| Infant 4-7 Months Supper | | | = | |
| Infant 8-11 Months Supper | | | = | |
| Child Breakfast | | | | |
| Fluid milk, whole, plain | | | = | |
| Fluid milk, fat-free (skim), plain or flavored | | | = | |
| Fluid milk, low-fat (1%), plain or flavored | | | = | |
| Fluid milk, lactose-free | | | = | |
| Fluid milk, soy (USDA creditable types) | | | = | |
| Without milk | | | = | |
| Child Lunch with | | | | |
| Fluid milk, whole, plain | | | = | |
| Fluid milk, fat-free (skim), plain or flavored | | | = | |
| Fluid milk, low-fat (1%), plain or flavored | | | = | |
| Fluid milk, lactose-free | | | = | |
| Fluid milk, soy (USDA creditable types) | | | = | |
| Without milk | | | = | |
| Child Snack (u or b) | 276 | 180 x | = | |
| Child Supper with | | | | |
| Fluid milk, whole, plain | | | = | |
| Fluid milk, fat-free (skim), plain or flavored | | | = | |
| Fluid milk, low-fat (1%), plain or flavored (u or b) | 913 | 180 x | = | |
| Fluid milk, lactose-free | | | = | |
| Fluid milk, soy (USDA creditable types) | | | = | |
| Without milk | | | = | |
| TOTAL | | | | |

SECTION 2: Scope of Services

Meal specifications

1. Contractor shall supply the following meal types: CACFP At-Risk Snack and CACFP At-Risk Supper. Contractor shall adhere to the CACFP Meal Pattern for ages 6-12 (Schedule D).
2. Contractor agrees to deliver meals (unitized or bulk) inclusive of milk, paper products, utensils, and the assumed cost of providing any meal accommodations and replacement serving-ware to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
3. Meals may be hot or cold.
4. Meals may be unitized or bulk style (food that is delivered by component in order to facilitate family style meal service).
5. Contractor shall provide all serving ware, small ware, and disposables needed for meal service including, but not limited to: plates, bowls, cutlery, napkins, disposable gloves and alcohol wipes.
6. All disposables provided by Contractor shall be made of recycled materials, be recyclable, and/or be easily compostable. No expanded polystyrene or Styrofoam is to be provided to sites.
7. If meals are provided bulk style, Contractor shall provide each site with a set of 3 Spoodles (two 3oz and one 4oz) to facilitate meal service and replace within 48 hours if lost or stolen.
8. All meals furnished must meet or exceed U. S. Department of Agriculture requirements set out in schedule C as well as the Meal Pattern Specifications described in Schedule F, attached hereto and made a part hereof .
9. Contractor shall furnish meals as ordered by the Institution during the period of ** _____ to ** _____. Meals shall be served 5 days a week.
10. Additional nutrition standards shall apply to all meal types:
 - a. Peanut and tree nut products shall not be served in any meals and in any form.
 - b. Pork shall not be served in any meals and in any form.
 - c. Fluid milk shall be unflavored and 1% fat. Milk cannot contain added sweeteners or artificial flavorings.
 - d. Fruits and vegetables shall only be packed in water or natural juice.
 - e. No fruit juice shall be served as a stand-alone component.
 - f. Vegetarian meals shall be available every day and must rotate daily to avoid repetition. Vegetarian meals must be clearly labeled or identified as vegetarian.
11. Contractor shall plan to include holiday themed Supper on the menu for the weeks of Thanksgiving and Christmas.
12. CAFB may request Contractor to supply meals for special events at the same regular contracted meal price.
13. Contractor shall deliver unitized, cold meals upon request with at least 2 business days' notice from CAFB.

Menu Cycle Change Procedures

Delivered meals shall be delivered on a daily basis in accordance with the monthly cycle menu as provided to the Institution by the food service management company. **Deviation from this menu cycle shall be permitted only upon authorization of the Institution. 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, he shall notify the Institution immediately so substitutions can be agreed upon.** The Institution

reserves the right to suggest menu changes within the food service management company's food cost periodically throughout the contract period.

Contractor shall provide CAFB with menus 60 days in advance of meal service. CAFB may request changes before approving.

Menus shall label items on the menu that are "local," defined as grown/raised within Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia, and unprocessed.

Contractor shall also provide a separate list with each menu, noting which items are local, and the name and address of where each item was grown/raised.

Contractor shall print monthly menus and distribute them to each site at least 5 business days before service each month.

Contractor shall provide up to 20 samples of a specific menu item for taste tests, not more often than once per month, when requested by CAFB.

Contractor shall make substitutions in the menu for students who are unable to consume regular meals because of medical or other special dietary needs.

- Substitutions shall be made only when supported by a statement of the need for substitutes that includes recommended alternate foods.
- Such statement shall, in the case of a disabled student, be signed by a medical doctor, or in the case of a student without disabilities, by a recognized medical authority.

Emergencies

Adjustments for emergency situations affecting the contractor's ability to deliver, or the Institution's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the Institution.

CONTRACTOR-

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

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

No payments will be made for deliveries made later than 15 minutes after specified mealtime.

INSTITUTION-

Emergency circumstances at the center precluding utilization of meals are the concern of the Institution. The Institution may cancel orders provided it gives the contractor at least 48 hours' notice.

The following requirements apply to planned meal site closures:

- If a lunch/supper meal is canceled 48 hours before meal service, CAFB shall not be charged for the food. It may be rolled to the next day.
- If a lunch/supper meal is canceled without 48 hours' notice, CAFB shall assume the cost of the meal.
- If a breakfast or snack is canceled at any time before delivery, CAFB shall not be charged for the meal.

The following requirements apply to unplanned meal site closures caused by inclement weather, safety concerns (EG incidents of crime), or states of emergency:

- If a lunch/supper meal is canceled before 8:00 a.m. for an Emergency closure, CAFB shall not be charged for the food. It may be rolled to the next day.
- If a lunch/supper meal is canceled after 8:00 a.m. for an Emergency closure, CAFB shall assume the cost of the meal.
- If a breakfast or snack is canceled at any time before delivery, CAFB should not be charged for the meal.

Meal Orders

Institutions will order meals and will include breakdown totals for each center and/or home and each type of meal. The Institution reserves the right to increase or decrease the number of meals ordered on a forty-eight hour notice.

CAFB will provide initial meal times and meal counts at least 10 business days before the site begins meal program. After the start of the meal program, CAFB shall be able to alter meal times at any point, with at least 5 business days' notice.

CAFB will provide contractor with preliminary operating days no later than 10 days prior to the beginning of the month. CAFB will be responsible for ensuring orders accurately reflect days of service. CAFB will notify contractor of any changes by the regular ordering deadlines.

Contractor shall accommodate, without exception or limit, fluctuating meal counts on alternate days of the week. For example, Contractor shall be able to supply 10 meals on Mondays and Wednesdays and 35 on Tuesdays and Thursdays.

Delivery Requirements

- (a) The contractor shall make delivery to each site in accordance with the order from the Institution.
- (b) Meals shall be delivered daily, unloaded, and placed in the designated site/center by the contractor's personnel at each of the locations and times listed in 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 during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
- (d) The institution reserves the right to add or delete locations. This shall be done by amendment of Schedule A. Deletion or addition of locations shall be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting locations shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that location.
- (e) CAFB 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. Contractor shall not be paid for any and all meals that do not meet program requirements, including, but not limited to:
 - a. Incomplete meals;
 - b. Unauthorized menu changes;
 - c. Meals delivered outside of the delivery window; and
 - d. Meals rejected as unacceptable: spoiled or unwholesome at time of delivery, not at safe temperatures, or meals that do not otherwise meet the requirements of the contract.
- (f) Contractor shall ensure that delivery drivers, and any other staff who will visit meals sites, submit to criminal background checks at least every 2 years.
 - a. Contractor shall incur the fee for the criminal background checks.
 - b. Contractor shall keep current records of background checks and submit them to CAFB upon request.

- c. Delivery drivers, and any other staff who will visit sites, shall not have been found guilty for any of the following felony offenses or their equivalent: murder, attempted murder, manslaughter, or arson; any type of assault; mayhem, malicious disfigurement, or threats to do bodily harm; burglary, robbery, kidnapping, illegal use or possession of a firearm; sexual offenses, or child abuse or cruelty to children.

Number of Meals and Delivery Times

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

Contractor shall deliver all meals on time. "On time" delivery is defined as within each site's delivery window, defined as no more than 2 hours before the site's scheduled meal time and no less than 30 minutes before the site's scheduled meal time. CAFB shall not be charged for meals delivered outside of the delivery window.

The food service management company shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract. All deliveries must be accompanied by a delivery ticket at their time of drop off of the meal(s).

Food Specifications

Proposals are to be submitted on the menu cycle included as Schedule B and shall include, at a minimum, the portions specified by the U. S. Department of Agriculture for each meal, as described in Schedule C to this RFP.

All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a U. S. Department of Agriculture approved inspection program 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.

Production Specifications: Milk and Milk products are defined as ". . . fluid types of pasteurized flavored or unflavored whole milk low-fat milk, or skim milk or cultured buttermilk which meet State and local standards for such milk . . ." Milk delivered hereunder shall conform to these specifications.

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

The following is the exclusive list of creditable soy milks for the CACFP: 8th Continent Original Soy Milk, Pacific Natural Ultra Soy Milk, Pacific Natural Ultra Vanilla Soy Milk, Kikkoman Pearl Organic Soymilk Smart Creamy Vanilla, Kikkoman Pearl Organic Soymilk Smart Chocolate, Safeway Lucerne Original Soy Milk, and WhiteWave Foods Silk Original Soymilk.

SECTION 3: Information for Proposing Companies

Explanation to Proposing Companies

Any explanation desired by a proposing company regarding the meaning or interpretation of the RFP specifications, etc., must be requested, in writing, at least (10) days prior to the proposal closing or no later than **[DATE]**. Please direct any questions to **Olivia Smith** at **osmith@capitalareafoodbank.org**.

Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective proposing company concerning an RFP shall be furnished to all prospective proposing company as an amendment to the RFP, if such information is necessary to proposing company in submitting proposals on the RFP, or if the lack of such information would be prejudicial to uninformed proposing company.

Proposing companies 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.

Sub-Contracts and Assignments

The contractor shall not sub-contract with only one company for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the Institution, his contract or any interest therein.

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

Acknowledgement of Amendments to RFPs

Receipt of an amendment to an RFP must be acknowledged by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for proposal opening.

Errors in Proposals

Proposing companies or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the proposing company's own risk and may not secure relief on the plea of error.

Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

Contractor shall maintain all foods at the temperature necessary to ensure its safety at all times including preparation, storage, and delivery. This means that, at delivery, cold food shall be less than 40° Fahrenheit and hot food shall be more than 140° Fahrenheit.

Inspection of Facility

- (a) The Institution, the State Agency, and the U. S. Department of Agriculture reserves the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- (b) The contractor's facilities shall be subject to periodic inspections by USDA, state and local health departments, or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with U. S. Department of Agriculture regulations.
- (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.

- (d) Contractor shall contract with a pest control company for regular maintenance. Contractor shall maintain records of pest control activities and make them available to CAFB upon request.

Supervision and Inspection

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

Insurance

The contractor shall maintain appropriate insurance coverage: workers' compensation insurance in accordance with the District of Columbia's statutory limits; business automobile liability insurance; and commercial general liability insurance.

Specifications for Packaging

- (a) The Contractor shall pack and mark all items in accordance with good commercial practice. Labels shall be in accordance with the Federal, Food, Drug, and Cosmetic Act and regulations promulgated there under. The Contractor shall ship containers in compliance with the National Motor Freight Classification. To ensure that the receiving activity properly handles and stores items, the Contractor shall use standard commercial precautionary markings such as "KEEP FROZEN" or "KEEP REFRIGERATED."
- (b) Hot Meal Unit – Packaging suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° or (204° C) or higher.
- (c) Cold Meal Unit or Unnecessary to Heat – Container and overlay to be plastic or paper and non-toxic.
- (d) Cartons – Each carton shall be labeled. The label shall include:
 - i. Processors' Name and Plant Address
 - ii. Item Identity, Meal type
 - iii. Date of Production
 - iv. Quantity of Individual Units Per Carton
- (e) Meals shall be delivered **with** the following non-food items: condiments, straws for milk, napkins, single service ware, etc. Institution shall indicate non-food items that are necessary for the meal to be eaten.
- (f) Contractor shall provide milk in individual 8 ounce cartons.

Record-Keeping

- (a) Delivery tickets must be prepared, by the contractor, with a minimum of three copies (one for the contractor, and one for the center and /or home personnel and one for the Institution). Delivery tickets must be itemized to show the number of meals of each type delivered to each location. **Designees of the Institution at each center or home will check adequacy of delivery and meals before signing the delivery ticket.** Invoices shall be accepted by the Institution only if signed by the Institution's designee at the center and /or home.
- (b) The delivery ticket shall contain information in accordance with applicable Federal, state and local regulations and shall include but is not limited to the following:
 - 1. Ticket number;
 - 2. Date of Delivery;
 - 3. Delivery Departure Time;
 - 4. Delivery Departure Temperature(s);

5. Delivery Address;
6. Requisition Number;
7. Name of food items;
8. Item Number;
9. Quantity of Items Delivered;
10. Unit Price;
11. Extended Amount;
12. Carrier Operator's Name;
13. Name, Signature and Telephone Number of Institution designee, receiving the item; and
14. Acknowledgement of receiving the items by the Institution designee.

- (c) The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
- (d) The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State Agency, representatives of the U.S. Department of Agriculture, the Institution, and the Comptroller General of the United States at any reasonable time and place.
- (e) By the 7th of the following month, Contractor shall send CAFB:
- a. Monthly invoice;
 - b. Delivery sheets/slips/tickets signed by a representative of the meal site at delivery, which must include the date, time, and amount of delivery; and
 - c. Total number of meals delivered to each site in that month.
- (f) Each invoice shall give a detailed breakdown of the number of meals delivered at each meal site location during the preceding month and the number of credits for meals rejected by CAFB for cause. Payment shall be made at the fixed unit price specified in the contract.

Discounts

Although a blank is provided for a time discount (see Acceptance page), prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating proposals for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of proposals. (**Note:** Payment discounts may only be used to determine the low proposal when prior experience of the institution indicates that such discounts are generally taken.)

Method of Payment

The contractor shall submit its itemized invoice to the Institution bi-weekly, or monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding two weeks, month or payment period. Payment will be made at the unit price specified in the contract.

No payment shall be made unless the representative of the Institution has signed the required delivery receipts.

If reimbursement is denied as a direct result of the failure of Contractor to comply with the meal requirements of this contract, Contractor shall assume responsibility of the amount denied.

CAFB shall not pay any fees, costs, or charges not clearly identified in Contractor's proposal and/or any subsequent executed food service contracts between selected Contractor and CAFB.

Requirements Contract

- (a) This is a requirements contract for the services specified in the RFP and attached schedules for the period set forth therein. The quantities or such services specified herein are estimates only and are not purchased

hereby. Except as may be otherwise provided herein, in the event the Institution's requirements for services set forth in the Schedule A do not result in orders in the amounts or quantities described as "estimated" in the Schedule A, such event shall not constitute the basis for an equitable price adjustment under this contract.

- (b) The Institution shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.
- (c) The Institution may issue orders that provide for delivery to or performance at multiple destinations.
- (d) The Institution shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in Schedule A will be dependent upon the needs and requirements of the Institution.

Submission of Proposals

- (a) Complete proposals shall include:
 - a. Signed Certificate of Independent Price Determination (page 7)
 - b. Completed Unit Price Schedule Chart (page 8)
 - c. Signed Certificate of Debarment, Suspension, Ineligibility and Voluntary Exclusion (page 32)
 - d. Signed Permanent Certification Regarding Lobbying (page 33)
 - e. Describe whether meals will be unitized or bulk style, and whether meals will be cold or hot.
 - f. Description of Past Performance:
 - i. Please describe your experience as a Contractor in schools and community based settings over the last three years, including how many meals you provided, what types of locations you served, and what organizations you worked with.
 - g. At least three references of Contractor contracts with other Agencies
 - h. Sample invoice and example of a delivery sheet/slip/ticket that will be used to record daily meal delivery information
 - i. Current State or local health certification for the food preparation facilities
- (b) Proposing companies are expected to examine carefully the specifications, attached schedules, and terms and conditions of this RFP. Failure to do so shall be at the proposing company's risk.
- (c) Proposals shall be executed and submitted in triplicate. If accepted, a copy of this RFP and one copy of the contract will be forwarded to the successful proposing company with the notice of award for signature. The copy marked "original" shall be governing should there be a variance between that copy of the proposal and other copies submitted by the proposing company. No changes in the specifications or general conditions are allowed. Erasures on this proposal shall be initialed by the proposing company prior to submission.
- (d) A copy of a current Basic Business License for Catering **and** State or local health inspection certificate for the food preparation facilities shall be submitted with the proposal.
- (e) Failure to comply with any of the above shall be reason for rejection of the proposal.
- (f) Sealed proposals shall be submitted to the Contract Administrator:
 - Olivia Smith, DC Summer and Afterschool Meals Coordinator
 - Capital Area Food Bank
 - 4900 Puerto Rico Avenue NE
 - Washington, DC 20017

Time for Receiving Proposals

Sealed proposals shall be deposited at the address specified on the RFP of the Institution no later than the exact time and date indicated on the face of this RFP. Proposals received prior to the time of opening will be securely kept, unopened.

Late Proposals, Modifications of Proposals or Withdrawals of Proposals

- (a) Any proposal received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of proposals (e.g., a proposal submitted in response to an RFP requiring receipt of proposals by the 20th of the month must have been mailed by the 15th or earlier).
- (b) Any modification or withdrawal of proposal is subject to the same conditions as in (a) above except that withdrawal of proposals by telegram is authorized. A proposal may also be withdrawn, in person, by a proposing company or his authorized representative, provided his identity is made known and he signs a receipt for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposals.
- (c) The only acceptable evidence to establish the date of mailing of a late proposal, modifications, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)
- (d) Notwithstanding the above, a late modification of an otherwise successful proposal, which makes its terms more favorable to the Institution, will be considered at any time it is received and may be accepted.

SECTION 4: Evaluation of Proposals

Ranking factors

Each proposal will be evaluated on the following factors:

- (a) Financial capability to perform a contract of the scope required.
- (b) Submitted menu's compliance with CACFP meal pattern requirements and meal specifications herein, including nutrition standards.
- (c) Adequacy of plant facilities for food preparation, with current approved license certification that facilities meet all applicable State and local health, safety and sanitation standards. A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the proposal.
- (d) Previous experience of the proposing company in performing services similar in nature and scope, and past performance.
- (e) Transportation capability, sanitation, packaging, and use of technology.
- (f) The unit price----The unit prices of each meal type which the proposing company agrees to furnish must be written in ink or typed in the blank space provided and must include proper labor, packaging, as required in the specifications, and delivery cost to the designated sites. Unit prices shall include taxes, but the proposing company, at no additional charge, must pay any charges or taxes required to be paid under future laws to the Institution.
- (g) Taste Test:

Upon notification by CAFB, each Contractor qualified in the initial evaluation shall provide the following for a taste test:

- Sample menu items for 6 individuals as they will be served to students (packaged or plated), including two different menu items for each of the following meal types:
 - CACFP At-Risk Supper
 - CACFP At-Risk Snack
- Sample paper goods that will be used to serve/portion the food.
- Product and nutrition information for each item presented during the taste test. All samples must comply with applicable nutritional standards.

Proposing companies that do not satisfactorily meet the above criteria may be rejected as not responsible and not considered for award. Failure to comply with any of the above shall be reason for rejection of the proposal.

Award of Contract

- (a) The contract will be awarded to the responsive and responsible proposing company whose proposal will be most advantageous to the Institution, price and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and the ability to meet proposal and contract requirements and financial and technical resources.
- (b) The Institution reserves the right to reject any or all proposals when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in proposals received.
- (c) The Institution reserves the right to reject the proposal of a proposing company who has previously failed to perform properly or complete on time contracts of a similar nature, or the proposal of a proposing company who investigation shows is not in a position to perform the contract.

Non-compliance

The Institution reserves the rights 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 shall not be paid for:

- (a) unauthorized menu changes;
- (b) incomplete meals;
- (c) spoiled/unwholesome meals;
- (d) meals not delivered within the specified delivery time period, and
- (e) meals rejected because they do not comply with the specifications.

The Institution reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lower cost. The Institution or agency inspecting shall notify the contractor, in writing, as to the number of meals rejected and the reasons for rejections.

Availability of Funds

The Institution shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child and Adult Care Food Program.

It is further understood that, in the event of cancellation of the contract, the Institution shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

Termination

- (a) The 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, in writing, of specific instances of non-compliance. In instances where the contractor has been notified of non-compliance with the terms of the contract, and has not taken immediate corrective action, the Institution shall have the right, upon written notice, to immediately terminate the contract and the contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a re-purchase contract on a competitive basis to arrive at a fair and reasonable price.
- (b) The Institution shall give written notice to the contractor and terminate the right of the contractor to proceed under this contract if the Institution finds that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the contractor to any officer or employee of the 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 an issue and may be reviewed in any competent court.
 - i. *The Institution shall set time in accordance with State agency instructions and guidance in accordance with the nature of the incident.
- (c) In the event this contract is terminated, as provided in paragraph (b) hereof, the Institution shall be entitled:
 - i. 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
 - ii. As a penalty in addition to any other damages in an amount which shall not be less than three, nor more than three times the cost incurred by the contractor in providing any such gratuities to any such officer or employee.

- (d) The rights and remedies of the Institutions 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.

SECTION 5: General Provisions

Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR Chapter 60).)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, disability, age, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, disability, age, sex, or national origin. Such action shall include, but not be limited to, the following.
 - Employment
 - Upgrading
 - Demotion or transfer
 - Recruitment or recruitment advertising;
 - Layoff or termination;
 - Rates of pay or other forms of compensation, and
 - Selection for training, including apprenticeship

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

2. The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, disability, age, sex, or national origin.
3. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause. Copies of this notice shall be posted in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part. The contractor may be declared ineligible for further Government contracts, in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked, as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraph (a) through (8) in every sub-contract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. The contractor may request the United States to enter into such litigation to protect the interests of the United States, in the event the contractor becomes involved in, or is threatened with, litigation with a sub-contractor or food service management company as a result of such direction by the contracting agency.

Clean Air and Water:

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean air Act (41 USC 1857-c-(c) (1) or the Federal Water Pollution Control Act (33 USC 1319 (c) and is listed by EPA, or he contract is not otherwise exempt.

1. The contractor agrees as follows:

- (a) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 USC 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information as well as other requirement specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.

- (1) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (2) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- (3) To insert the substance of the provisions of this clause in any non-exempt sub-contract, including this paragraph (a) (4).

- (b) The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (41 USC 1857 et seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500).
- (3) The term "Clean Air Standards" means any enforceable rules, regulations guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 USC 1857c-5(t)), an approved implementation procedure or plan under Section III(c) or Section III(d), respectively, of the Air Act (42 USC 1857c-6(c) (d)), or an approved implementation procedure under Section 112 (t) of the Air Act (42 USC 1857c-7(d)).
- (4) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharged by the Environmental Protection Agency or by a State under an

approved program, as authorized by Section 402 of the Water Act (33 USC 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 USC 1317).

- (5) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency, in accordance with the requirement of the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or sub-contractor to be utilized in the performance of a contract or sub-contracts. Where a location or site of operations contain or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility, except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification:

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 USC 1319 (c) (1)) and is listed by EPA, or is not otherwise exempt.)

The contractor certifies as follows:

1. Any facility to be utilized in the performance of this proposed contract has (), has not () been listed on the Environmental Protection Agency List of Violating facilities.
2. He will promptly notify the Contracting Officer of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
3. He will include substantially this certification, including this paragraph (c) in every non-exempt sub-contract.

Energy Policy and Conservation Act (Public Law 94-163):

Institutions shall insert mandatory standards and policies relating to energy efficiency, which are contained in the State energy efficiency conservation plan issued in compliance with Public Law 94-163.

Schedule A

Meal Quantity and Delivery Information

| CACFP Site Name | Address | Contact | Number of Suppers Daily: Use CACFP meal pattern for ages 6-12 | Number of Snacks Daily: Use CACFP meal pattern for ages 6-12 | Delivery Window |
|-------------------------------------|--------------------------|--------------------|---|--|-----------------|
| Bald Eagle Recreation Center | 189 Joliet Street, S.W. | Margie Robinson | 21 | | 2:30-4:30 pm |
| Barry Farm Rec Center | 1230 Sumner Rd SE | Richard Evans | 58 | | 2:00-4:00 pm |
| Brookland Manor Community Center | 2525 14th Street, NE | Malkia Wharton | 20 | 40 | 3:15-5:15 pm |
| Capital View of YMCA | 2118 Ridgecrest Ct SE | Theresa Washington | 123 | | 2:30-4:30 pm |
| City Gate - Richardson Dwellings | 5319 1/2 Dix St N.E. | Alicia Hall-Vicks | 19 | 24 | 3:00-5:00 pm |
| City Gate: Merrick Center | 4275 4th St SE | Ralph Jackson | 84 | 119 | 3:30-5:30 pm |
| Columbia Heights Recreation Center | 1480 Girard Street, N.W. | Shameka Jones | 20 | | 3:00-5:00 pm |
| Congress Park | 1345 Savannah St. SE | Lesley Wilkerson | 18 | 25 | 2:45-4:45 pm |
| Deanwood Recreation Center | 1350 49th St NE | Cortney Williams | 16 | | 2:45-4:45 pm |
| Ferebee Hope Recreation Center | 3999 8th St SE | Marcus Coates | 35 | | 3:00-5:00 pm |
| Fort Davis Recreation Center | 1400 41st St SE | Valerie Price | 21 | | 2:00-4:00 pm |
| Horton's Kids, Inc | 2500 Pomeroy Rd SE | Jen Renjel | 47 | | 2:30-4:30 pm |
| Jubilee Activity Zone | 1630 Fuller St. NW | Jumoke Patterson | 16 | 24 | 2:15-4:15 pm |
| Jubilee Early Start | 1650 Fuller Ave NW | Audrey Walker | 13 | 15 | 1:30-3:30 pm |
| Jubilee Teen Renaissance | 1631 Euclid St NW | George Oakley | 26 | 29 | 1:00-3:00 pm |
| Kennedy Recreation Center | 1401 7th Street, N.W. | Adrian Sibert | 30 | | 4:00-6:00 pm |
| King Greenleaf Recreation Center | 201 N Street, SW | Paul Taylor | 21 | | 4:00-6:00 pm |
| Little Lights Center | 760 7th Street, S.E. | Isaac Choi | 22 | | 4:00-6:00 pm |
| Little Lights 1212 Units | 1212 I Street, S.E. | Linda Rice | 17 | | 2:00-4:00 pm |
| Little Lights Hopkins | 1000 12th Street SE | Karmen Taylor | 25 | | 2:30-4:30 pm |
| Marvin Gaye/Watts Recreation Center | 6201 Banks Place, NE | Kimberly McPherson | 21 | | 1:30-3:30 pm |
| Park View Recreation Center | 693 Otis Place NW | Craig Hughes | 20 | | 3:00-5:00 pm |
| Rosedale Recreation Center | 1701 Gale St NE | Elliot Brown | 28 | | 1:30-3:30 pm |
| Trinidad Recreation Center | 1310 Childress St NE | Kiara Stevenson | 17 | | 3:00-5:00 pm |
| Turkey Thicket Rec Center | 1100 Michigan Ave NE | Joyce Murphy | 23 | | 1:00-3:00 pm |
| New Site A | | | 25 | | |
| New Site B | | | 25 | | |
| New Site C | | | 22 | | |
| New Site D | | | 20 | | |
| New Site E | | | 20 | | |
| New Site F | | | 20 | | |
| New Site G | | | 20 | | |
| | | Totals: | 913 | 276 | |

The institution reserves the right to add or delete centers. This shall be done by amendment of Schedule A. Deletion or addition of centers will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting center shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that center.

SCHEDULE B

Institution’s Sample Cycle Menu

Sample Menu Format

(L) = locally grown/raised within Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia, and unprocessed.

Vendor shall provide a separate list with each menu, noting which items are local, and the name and address of where each item was grown/raised.

| | DATE | DATE | DATE | DATE | DATE |
|--------------|--|--|---|--|--|
| Lunch/Supper | Tuna Salad 2 ounces | Meatloaf/ gravy 2 ounces | Chicken 2 ounces | Hamburger Patty 2 ounces | Sliced Turkey 1 ounce Swiss Cheese 1 ounce |
| | Whole Wheat Bread 1 slice | Wheat Bread 1 slice | Whole Wheat Tortilla 25gm or 0.9oz | Whole Wheat Roll 1 slice | Rye Bread 1 slice |
| | Fresh Green Beans(L) ¼ cup | Fresh Carrots (L) ¼ cup | Lettuce ¼ cup | Peas ¼ cup | Cucumbers(L) ¼ cup |
| | Diced Fruit Cocktail ½ cup | Diced Mandarin Oranges ½ cup | Fresh Whole Peach(L) 1 whole, at least ½ cup | Fresh Whole Plum (L) 1 whole, at least ½ cup | Fresh Pears ½ cup |
| | 1% Milk 1 cup | 1% Milk 1 cup | 1% Milk 1 cup | 1% Milk 1 cup | 1% Milk 1 cup |
| Snack | Wheat Crackers 1 package, at least 20 gm or 0.7 oz | Pretzels 1 package, at least 20 gm or 0.7 oz | Graham Crackers 1 package, at least 25 gm or 0.9 oz | Pretzels 1 package, at least 20 gm or 0.7 oz | Wheat Crackers 1 package, at least 20 gm or 0.7 oz |
| | Diced Pears ¾ cup | Fresh Whole Orange 1 whole | Grapes ¾ cup | Grape Tomatoes ¾ cup | Fresh Apple 1 whole, |

On a separate page:

| Item | Local Vendor Name | Local Vendor Address |
|---|-------------------|----------------------------------|
| Fresh Pears, Fresh Plum, Fresh Carrots | Blue Star Farms | 42 Carter Rd. Baltimore, MD |
| Fresh Green Beans, Fresh Peach, Fresh Cucumbers | Horizon Farms | 555 Massachusetts Ave. Dover, DE |

SCHEDULE C

Proposing Company's Sample Cycle Menu

CONTRACTOR shall attach a sample CYCLE MENU

Provide a minimum of 11 serving days of menus for each meal included in this solicitation. A month is strongly encouraged. A separate cycle menu shall be provided for infant meals if the solicitation includes infant meals.

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

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

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 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 <small>(at-risk afterschool programs and emergency shelters)</small> |
| Fluid Milk³ | 4 fluid ounces | 4 fluid ounces | 8 fluid ounces | 8 fluid ounces |
| Meat/meat alternates | | | | |
| Lean meat, poultry, or fish | ½ ounce | ½ ounce | 1 ounce | 1 ounce |
| Tofu, soy product, or alternate protein products ⁴ | ½ ounce | ½ ounce | 1 ounce | 1 ounce |
| Cheese | ½ ounce | ½ ounce | 1 ounce | 1 ounce |
| Large egg | ½ | ½ | ½ | ½ |
| Cooked dry beans or peas | ⅛ cup | ⅛ cup | ¼ cup | ¼ cup |
| Peanut butter or soy nut butter or other nut or seed butters | 1 tbsp | 1 tbsp | 2 tbsp | 2 tbsp |
| Yogurt, plain or flavored unsweetened or sweetened ⁵ | 2 ounces or ¼ cup | 2 ounces or ¼ cup | 4 ounces or ½ cup | 4 ounces or ½ cup |
| Peanuts, soy nuts, tree nuts, or seeds | ½ ounce | ½ ounce | 1 ounce | 1 ounce |
| Vegetables⁶ | ½ cup | ½ cup | ¾ cup | ¾ cup |
| Fruits⁶ | ½ cup | ½ cup | ¾ cup | ¾ cup |
| Grains (oz eq)^{7,8} | | | | |
| Whole grain-rich or enriched bread | ½ slice | ½ slice | 1 slice | 1 slice |
| Whole grain-rich or enriched bread product, such as biscuit, roll or muffin | ½ serving | ½ serving | 1 serving | 1 serving |
| Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta | ¼ cup | ¼ cup | ½ cup | ½ cup |
| Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{9,10} | | | | |
| Flakes or rounds | ½ cup | ½ cup | 1 cup | 1 cup |
| Puffed cereal | ¾ cup | ¾ cup | 1 ¼ cup | 1 ¼ cup |
| Granola | ⅛ cup | ⅛ cup | ¼ cup | ¼ cup |

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

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

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

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 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; ¾ cup for children 6-12; and 1 ½ cups for adults.

Schedule F

Important Meal Pattern Specifications

- Meal Pattern requirements
 - Child Meal Pattern
- CACFP Crediting Food Guide
 - Download from the DC CACFP webpage (<http://osse.dc.gov/service/child-and-adult-care-food-program>) under the heading “Healthy Menu Planning and Wellness Resources”
- USDA Child Nutrition (CN) Label requirements
 - A CN Label is needed for commercially prepared combination foods that are used to satisfy the meat/meat alternate component, e.g. pizza, bean burritos, breaded fish or chicken portions.
 - Provide the Institution with a copy of CN Label for every product that requires such documentation. For guidance on acceptable forms of documentation, please see State Agency Memo #09-2015 at <http://osse.dc.gov/publication/cacfp-9-2015-child-nutrition-labels-copied-watermark>.
 - If the item does not have a CN label, obtain and provide a copy of Manufacturer’s Product Formulation Statement.
- Milk requirements
 - Provide low-fat (1%) milk for children over 2 years
- Soy Milk requirements
 - Provide only USDA-approved soy milk(s):
 - 8th Continent Original Soy Milk
 - Pacific Natural Ultra Soy Milk
 - Pacific Natural Ultra Soy Milk, Vanilla
 - Kikkoman Pearl Organic Soymilk Smart, Creamy Vanilla
 - Kikkoman Pearl Organic Soymilk Smart, Chocolate
 - Safeway Lucerne Original Soy Milk
 - WhiteWave Foods Silk Original Soymilk
- Sweet baked goods may not be served as part of a reimbursable snack more than two times in a week. Sweet baked goods include cookies, dessert pies, cakes and brownies. *See State Agency sweet baked good guidance.*
- State Agency Meal Pattern Recommendations
 - Limitation on fried meats/meat alternates: no more than 2 times per month
 - Limitation on fried vegetables: no more than 2 times per month
 - Limitation on sugary cereal: no more than 2 times per month
 - Sugary cereal contains more than 6 grams of sugar per ounce (*See State Agency Sugary Cereal Guidance*)
 - NOTE: all cereal must be labeled as whole grain, enriched, or fortified

Instruction for Certification Regarding Debarment

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should be 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 Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant 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 is 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.

U. S. DEPARTMENT OF AGRICULTURE
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS 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.

Food Service Management Company Name

Name of CACFP Institution

**Name(s) of Food Service Management Company
Authorized Representative(s)**

Title(s)

Signature(s)

Date

Form AD-1048 (1/92)

| |
|---|
| <p>U. S. DEPARTMENT OF AGRICULTURE</p> <p>Permanent Certification Regarding Lobbying</p> <p>Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds</p> |
|---|

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Food Service Management Company Name

**Name(s) of Food Service Management Company
Authorized Representative(s)**

Title(s)

Signature(s)

Date