



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF EDUCATION  
333 MARKET STREET  
HARRISBURG, PA 17126-0333  
[www.education.pa.gov](http://www.education.pa.gov)

**Child and Adult Care Food Program (CACFP)  
Food Service Management Company (FSMC)  
Invitation for Bid (IFB) and Contract  
(Contracts in excess of \$250,000)**

For Federal Program Year  
**October 1, 2022 to September 30, 2023**

Any Sponsor participating in CACFP selecting to use a Food Service Management Company (FSMC) with an anticipated Contract value in excess of \$250,000 must prepare an IFB utilizing this document which may not be re-typed or changed in any way. Addendums to the original or renewal Contract are not permitted. The standard form Contract has open fields where additions can be made on the Contract, itself, in lieu of attaching an addendum.

Agreement Page

The Pennsylvania Department of Education (PDE) provides this Contract as a service to Sponsors, therefore PDE shall not be named as a party to this Contract. The Sponsor is the responsible authority, without recourse to PDE and/or the United States Department of Agriculture (USDA) regarding the settlement and satisfaction of all issues arising under this Contract. This includes, but is not limited to disputes, claims, protests of award or source evaluation.

All parties certify that he/she shall operate in accordance with all applicable Federal and State regulations governing the Federal Child Nutrition Programs (CNPs).

The FSMC certifies that all terms and conditions within the Bid Solicitation shall be considered a part of the Contract as if incorporated therein.

This Contract shall be in effect for one Federal program year starting **October 1, 2022**, through **September 30, 2023** and may be renewed by mutual agreement for up to four (4) additional one-year period(s).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representative on the date signed.

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Sponsor

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FSMC

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Sponsor Authorized Representative Signature

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FSMC Authorized Representative Signature

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Printed Name of Sponsor Authorized Representative

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Printed Name of FSMC Authorized Representative

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Title

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Title

## General Information

### A. Intent

This solicitation is for the purpose of entering into a contract for vended meals in CACFP for \_\_\_\_\_, herein after referred to as the Sponsor.

The Food Service Management Company (FSMC) is herein referred to as the FSMC. The Contract will be between the Sponsor and the FSMC.

### B. Definitions

As used herein:

*Bidder* means any FSMC submitting a bid on this solicitation.

*Child and Adult Care Food Program (CACFP)* provides reimbursements for nutritious meals and snacks to eligible children and adults who are enrolled for care at participating childcare centers, day care homes, and adult day care centers. CACFP also provides reimbursements for meals served to children and youth participating in afterschool care programs, children residing in emergency shelters, and adults over the age of 60 or living with a disability and enrolled in day care facilities. CACFP contributes to the wellness, healthy growth, and development of young children and adults in the United States.

*Facility (pertaining to the CACFP)* means a sponsored child/adult care center or day care home.

*Family Style Meal Service* means a type of meal service that allows children or adults to serve themselves from communal platters of food with assistance from supervising adults, if needed.

*Fixed Price* means the FSMC charges the Sponsor at a set price per meal as specified in the Contract.

*Food Service Management Company (FSMC)* means any commercial enterprise or nonprofit organization with which a Sponsor may contract for preparing vended meals, with or without milk, for use in the CACFP. FSMCs must register with the State Agency.

*Full and Open Competition* is the underlying foundation for procurement, without regard to dollar value and method used. The Sponsor must conduct procurement in a manner that does not restrict or eliminate competition.

*Formal Procurement* is publicly solicited bids with a firm fixed price contract. The formal procurement method applies to vended meal services costing more than \$250,000.

*Informal Procurement* is price or rate quotations obtained from an adequate number of qualified suppliers with a firm fixed price contract outcome. Vended meal services costing \$250,000 or less fall under the informal procurement method. However, the Sponsor may choose to use the formal procurement method.

*Institution* means a sponsoring organization, childcare center, at-risk afterschool care center, outside-school-hours care center, emergency shelter or adult day care center which enters into an agreement with the State Agency to assume final administrative and financial responsibility for CACFP operations.

*Site* means a physical location at which a Sponsor provides a food service for children or adults and at which children or adults consume meals in a supervised setting.

*Solicitation* means Invitation for Bid (IFB).

*Sponsor* means the childcare center, adult care center, or day care home issuing this solicitation and approved as a CACFP Sponsor.

*State Agency (SA)* means the Pennsylvania Department of Education (PDE), Division of Food and Nutrition (DFN).

*Unitized Meal* 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. A unitized meal may consist of separate hot and cold packs when served at the same time, as a unit.

### C. Procurement Method

1. All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with Title 2 CFR §200.318-200.327.
2. This Contract will be a Fixed Price Contract charging a fixed price per meal. This Contract is not a “cost-plus-a-percentage-of-cost” contract as prohibited under Title 7 CFR §226.22 (j).
3. The Sponsor is prohibited from entering into a contract with a FSMC that provides recommendations, and develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting this procurement.
4. FSMCs are expected to examine this document in its entirety. The bid and its attachments will become the Contract between the successful FSMC and the Sponsor.
5. FSMCs must have the facility where food is prepared inspected by the appropriate health department and be in compliance prior to submitting a bid.

### D. Pre-Bid Explanations

Any explanation desired by a FSMC regarding the meaning or interpretation of the IFB should be requested in writing \_\_\_\_\_ business days prior to the bid opening. This information must be furnished to all prospective FSMCs submitting a bid to avoid a competitive disadvantage to uninformed FSMCs.

### E. Bid Submission

1. Bid proposals must be submitted in a sealed envelope marked on the outside with the name of the FSMC and CACFP proposal. Bid proposals are to be submitted to:

Attention:

Public opening will be at \_\_\_\_\_ on \_\_\_\_\_. Bids are due before the start of the public opening and will not be accepted after this time.

Bid proposals delivered to offices other than the address specified above will not be considered.

2. If additional information is required, contact \_\_\_\_\_ at \_\_\_\_\_ or at \_\_\_\_\_.

### F. Award Criteria

1. The Contract will be awarded to the responsive and responsible FSMC whose per-meal bid is the lowest in price. A responsive FSMC is one whose bid conforms to all material terms and conditions of the solicitation. A responsible FSMC is one whose financial, technical, experience, and other resources indicate an ability to perform the services required by this solicitation.
2. The Sponsor reserves the right to reject any or all bids, if deemed in the best interest of the Sponsor.
3. Prompt payment discounts requiring payment in less than twenty calendar days will not be considered in evaluating offers for award.
4. For consideration, each FSMC must submit a complete response to this solicitation using only the forms provided. No additional forms will be accepted as part of this Contract. DFN will not review or approve any additional forms added to this contract. Any additional forms added to this contract will not be binding.
5. The FSMC or authorized representative are expected to be fully informed of all conditions, requirements, and specifications before submitting bids failure to do so will be at the FSMC’s risk and cannot secure relief on the plea of error. The Sponsor is not liable for any cost incurred by the FSMC prior to DFN’s final approval of the Contract, as dated on the cover page and the signing of the Contract by all parties. DFN approval must be initialed on each page of the Contract prior to both parties signing of the Contract.

#### G. Bid Protests

Any action which diminishes full and open competition seriously undermines the integrity of the procurement process and may subject the Sponsor to bid protests. Pursuant to Title 2 CFR §200.318 (k), the Sponsor is responsible for properly responding to protests and concerns raised by potential contractors. The Sponsor must attach its bid protest procedures to this IFB. The Sponsor must in all instances disclose all information regarding a protest to DFN.

#### H. Bonding Requirement

1. Bid Bond: A bid bond for \_\_\_\_\_ percent of the total bid price is required. A copy of the bid bond will accompany each bid. Cash, certified checks, letters of credit, and escrow accounts are not acceptable substitutes for bid bonds. Bid bonds will be returned (a) to unsuccessful FSMC(s) as soon as practicable after the opening of bids and (b) to the successful FSMC upon execution of such further contractual documents (i.e., insurance coverage) and bonds as required by the proposal.
2. Performance Bond: A performance bond for \_\_\_\_\_ percent of the value of the contract is required. The FSMC is prohibited from posting any alternative forms of performance bonds. Cash, certified checks, letters of credit and escrow amounts are not acceptable substitutes for performance bonds. The FSMC must furnish a copy of the bond to the Sponsor within ten (10) days of the Contract's award.
3. The FSMC shall obtain bid bonds and performance bonds only from those surety companies listed in the most recent issue of the United States Department of Treasury (TRE) Circular 570.

#### I. Captions

Captions in all sections of this document are provided only as a convenience and shall not affect the interpretation of this instrument, and its attachments.

#### J. Contract Terms

The Contract shall be for a period of one Federal program year with the beginning date of **October 1, 2022**, and ending on **September 30, 2023**, with up to four (4) one-year renewals with mutual agreement between the Sponsor and the FSMC.

This Contract cannot be effective prior to the date of final approval by DFN, as dated on the cover page, and signed by both parties.

#### K. Error or Omissions

The proposing FSMC shall not be allowed to take advantage of any errors or omissions in the IFB. Where errors occur in the IFB, the FSMC shall promptly notify the contact person listed. Inconsistencies in the IFB are to be reported prior to bids being submitted. The Sponsor must communicate to all potential bidders.

#### L. Withdrawal of Bids

Any withdrawal of a bid by fax, by USPS registered or certified mail, or parcel delivery service is authorized. A bid may also be withdrawn in person by a FSMC or its authorized representative provided the representative's identity is made known and the representative signs a receipt for the bid, but only if the withdrawal is made before the exact time set for the opening of bids.

#### M. Final Contract

The complete Contract includes all documents included by the Sponsor in the IFB and the proposal submitted by the FSMC. No addendums may be added.

#### N. Gifts from FSMC

The Sponsor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, loans, nor anything of monetary value from FSMCs nor potential FSMCs as prohibited by Title 2 CFR 200.318 (c)(1). To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

#### O. Disqualified Bids

1. Non-Responsive Bids – Any FSMC that submits an incomplete proposal that fails to meet the specifications of this IFB shall not be considered. Any FSMC that submits a proposal for items or activities not requested by the Sponsor as specified in the IFB shall not be considered. In such instances, the FSMC also may be considered non-responsive and the proposal may not be accepted.
2. Late Bids – The Sponsor will not consider any bid(s) received after the exact time specified for receipt of all bids.

#### P. Additional Information

1. This proposal and Contract are based on the Sponsor's one-month menu for each meal type. The cycle menu must have individual components specified in such a manner that all bidders will be bidding on the same types of components in quality and quantity. The cycle menu must contain at least the minimum food components for the CACFP. Please check a box below indicating whether or not additional proposals/worksheets will be considered.

Yes      No (choose one), the Sponsor will consider alternate menus when submitted with the proposal along with the Attachment B – Price Per Meal Rates, that demonstrate the cost associated with implementation of the alternate menu. The FSMC must also submit an Attachment B – Price Per Meal Rates, on the original menus.

2. Delivered meals are \_\_\_\_\_ of milk.
3. Meals will be provided to the Sponsor in the following manner: (check all that apply)

Unitized (individual) meals.

Bulk Form. FSMC to provide written instructions listing the planned portion size to be served of each food component to meet the meal pattern requirements and any heating or cooling instructions.

4. The Sponsor may add any additional items that need to be covered in the IFB below. The Sponsor may not add additional items to the Renewal Contracts without rebidding unless the item constitutes an immaterial change from the original Contract. DFN cannot provide an exclusive listing of which changes are material regarding the many procurement actions undertaken in the Child Nutrition Programs (CNPs). The Sponsor should consult with legal counsel in making those determinations. However, DFN views a change as material when, had the new term been in the solicitation and original Contract, it could have affected how the FSMC and other competitors responded to the IFB.

If the services of the FSMC are to be begin after the start of the program year and the beginning contract term date is later than October (i.e., January), enter the beginning contract term date under this section and include that date in the advertisement and solicitation. The ending contract term date will always be September 30.

Do not repeat any items/specifications outlined under General Information (A-O) or the Standard Terms & Conditions (1-19).

## Standard Terms and Conditions

### 1. Scope and Purpose

- A. This Contract constitutes the entire Contract between the Sponsor and the FSMC.
- B. The FSMC shall comply with the provisions of the bid specifications, which are hereby in all respects made a part of this Contract.
- C. Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the Sponsor are to be used.
- D. No provision of this Contract shall be assigned or subcontracted by the FSMC.
- E. The Sponsor shall operate in conformance with the Sponsor's Agreement and Policy Statement with DFN, and other DFN policies pertaining to CACFP.
- F. Both parties shall comply with the rules, regulations, policies, and instructions of USDA and DFN, and any additions or amendments thereto, including but not limited to Title 7 CFR Part 226 and Title 2 CFR Part 200.
- G. The FSMC shall be an independent contractor and not an employee of the Sponsor. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the Sponsor in any fashion.
- H. The Sponsor shall be legally and financially responsible for the conduct of the food service program and shall ensure compliance with the rules and regulations of USDA and DFN regarding CACFP. The Sponsor shall not relinquish any prohibited responsibilities to the FSMC.
- I. Title 7 CFR §226.22 (n) allows institutions to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products. Institutions may just apply a preference; they cannot make this a requirement. If choosing to apply a geographic preference, it shall be specified in Section P.4., Additional Information.
- J. If the Sponsor has established selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk, then only the Sponsor is permitted to set these prices and they shall not be set by the FSMC.
- K. The Sponsor shall notify the FSMC of any modifications and substitutions in meals for children or adults whose disabilities restrict their diet. Meal modifications and substitutions shall be made on a case-by-case basis and must be supported by a medical statement with the required information when the modification or substitution cannot be made within the CACFP meal pattern. Meal substitutions or modifications may result in a different price, to which both parties must agree. There will be no additional charge to the child or adult for such substitutions or modifications.
- L. This Contract shall be construed under the laws of the Commonwealth of Pennsylvania. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts of the Commonwealth of Pennsylvania.
- M. The Sponsor shall be responsible for ensuring the resolution of program review and audit findings.
- N. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- O. This Contract must be reviewed and approved by DFN prior to execution, as noted in the final approval on the cover page.

### 2. Signature Authority

- A. The Sponsor shall retain signature authority for the policy/agreement with DFN, and other agreements and forms necessary to participate in CACFP.
- B. The Sponsor shall retain signature authority for the Monthly Claim for Reimbursement in the Child Nutrition Program Electronic Application and Reimbursement System (CN PEARS).

C. The Sponsor is responsible for reviewing the data prior to the submission of the monthly Claim for Reimbursement.

D. The FSMC may not be given access to CN PEARS.

### 3. Meal Requirements/Menus

A. The FSMC agrees to supply meals/snacks inclusive or exclusive of milk to the Sponsor for the prices as described in Attachment B, Price Per Meal Rates, in compliance with this Contract and Federal regulations and policies applicable to the CACFP in accordance with Title 7 CFR §226.20.

B. The FSMC will provide (check all that apply):

Trays

Serving utensils, i.e., spoons, tongs, ladles

Eating utensils

Condiments

Disposable paper supplies, including but not limited to paper plates, napkins, and cups

Safe transportation containers

Cleaning of safe transportation containers

Pick up transportation containers

Oven(s)

Refrigerator(s)

Cooler(s)

Other (List)

C. Menus: Sponsors are required to have a one-month menu for each meal type. The cycle menu must contain the components for each meal.

The Sponsor has the right to request of the FSMC changes, additions, or deletions to the cycle menu during the Contract to meet the needs of the children or adults. To provide a better meal, the Sponsor may request additional items and, if the additional cost is acceptable, have the items added or substituted on the cycle menu.

### 4. Orders

A. Sponsor estimations of services specified in this solicitation do not serve as actual purchases. Except as provided herein, in the event a Sponsor's requirements for services set forth in the schedule do not result in orders in the amount or quantities described as "estimated" in the solicitation, it will not constitute the basis for an equitable price adjustment under this Contract.

B. The Sponsor will order meals/snacks inclusive or exclusive of milk on a weekly basis, notifying the FSMC days preceding the week of delivery. Orders will include totals for each site and each type of meal/snack inclusive or exclusive of milk.

C. The Sponsor reserves the right to increase or decrease the number of meals ordered on a forty-eight (48) hour notice or less as mutually agreed upon between the parties of this Contract.

D. The FSMC cannot hold the Sponsor or facility to purchase requirements in excess of the total orders under the Contract; nor can the FSMC obligate the Sponsor to place orders to meet or exceed a minimum quantity of meals or dollar amount under this Contract. The utilization of the FSMCs for services will be dependent upon the needs and requirements of the Sponsor.

E. The Sponsor reserves the right to add or delete sites and provide one (1) week's written notice to the FSMC. DFN must approve the addition of a site and the FSMC would need to agree to the change. The Sponsor and the FSMC reserve the right to renegotiate the per meal price when sites are added or removed from the program. However, the negotiated price per meal may not result in a material change. Either party reserves the right to cancel the Contract and provide 30 days written notice.



## 5. Delivery

- A. The FSMC shall deliver the meals/snack(s) to site(s) at the specified site location(s) at the delivery time(s) listed on Attachment A, Site Information.
- B. The FSMC shall not deliver incomplete, damaged, or spoiled meals/snacks.
- C. The FSMC shall provide a delivery slip with the date, meal type (breakfast, lunch, supper, snack), and the number of meals/snack(s) delivered. The Sponsor's authorized representative must sign the delivery slip, verify the condition of the meals, and check the meal temperatures at the time of delivery.

## 6. Food Handling

The Sponsor and the FSMC shall ensure that in storing, preparing, handling, transporting, and serving food, proper sanitation and health standards are met which conform with all applicable Federal, State, and Local laws and regulations.

## 7. Renewals

- A. This Contract may be renewed by mutual agreement for four (4) additional one-year periods.
- B. All Contract renewals shall be for a period of one Federal program year beginning October 1 and ending September 30, with mutual agreement between the Sponsor and the FSMC. Renewal Contracts cannot be effective prior to the final approval date by DFN and signed by both parties. Failure to have Renewal Contracts fully executed by September 30 of the program year will lapse this Contract and require the Sponsor to re-bid the Contract.
- C. Renewal Contracts are contingent upon fulfillment of all Contract provisions. If DFN determines during an Administrative Review, Procurement Review, audit, etc., that the FSMC is not meeting contractual obligations and is responsible for noncompliance of program regulations, DFN may decline to approve a Renewal Contract until it can be demonstrated that the FSMC is capable of meeting contractual obligations and being in compliance with program regulations.
- D. Contract Cost Increase: The price per meal in a Renewal Contract cannot exceed the annual percentage increase of the Consumer Price Index for all Urban Consumers (CPI-U), U.S. base, for Food Away from Home, as computed and published by the U.S. Department of Labor for the most recent twelve-month period for which the CPI data is available.

## 8. Health Certifications

- A. The FSMC shall maintain State and/or Local health certifications for any facility in which it proposes to prepare meals and shall maintain their health certification for the duration of the Contract as required under Title 7 CFR §226.6 (i) (3).
- B. The FSMC must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform with the standards set by local health authorities. The results of the inspections must be submitted promptly to the Sponsor and to DFN.
- C. The FSMC must ensure that health and sanitation requirements are met at all times.
- D. The FSMC shall immediately correct any problems found as a result of a health inspection.

## 9. Emergency Situations

- A. In an event of unforeseen emergency circumstances, the FSMC shall notify the Sponsor by telephone, text, email or in person of the following:
  - 1. The impossibility of on-time delivery,
  - 2. The circumstance(s) precluding delivery, and
  - 3. A statement of whether succeeding deliveries will be affected.
- B. When an emergency exists, which might prevent the FSMC from delivering a specific meal/snack component, the FSMC shall notify the Sponsor immediately so substitutions can be agreed upon.
- C. Emergency circumstances at the site precluding the utilization of meals are the concern of the Sponsor. The Sponsor may cancel orders provided it gives the FSMC at least 48 hours' notice, or a time agreed upon by both parties.

- D. Adjustments for emergencies affecting the FSMC's ability to deliver meals, or the Sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the FSMC and the Sponsor.

#### 10. USDA Foods

If the Sponsor receives USDA donated foods, the FSMC will discount the invoiced cost of food. In accordance with Title 7 CFR §250.51, the FSMC must credit the Sponsor for the value of the donated foods received for use in the Sponsor's program year. The FSMC must provide such credit whether or not the donated foods are used in the year of receipt.

#### 11. Payment Terms/Method

##### A. Invoices

1. The FSMC shall invoice the Sponsor after the end of each month for amounts due based on delivery slips. Each invoice will give a detailed breakdown of the number of meals delivered to each site during the preceding period. Invoices must be itemized by site, meal type, and price per meal cost. The Sponsor shall make payments within 30 business days of the invoiced date. The Sponsor must retain this documentation.
2. The FSMC shall not bill for meals that are incomplete, spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the Sponsor for each food component in the meal pattern, not delivered at the specified time, or do not otherwise meet the requirements of the Contract.
3. The Sponsor will pay the FSMC for all meals delivered in accordance with the Contract and the regulations. Neither USDA nor DFN assume any liability for payment or differences between the number of meals delivered and the number of meals served.
4. No payment will be made for meals unless the required delivery receipts have been signed by the Sponsor.
5. No payments will be made for deliveries made later than                    hours after specified meal delivery time.
6. Payments on any claim shall not preclude the Sponsor from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Contract and bid specifications.
7. The payment of interest and late fees from CACFP funds is prohibited.
8. Any costs incurred under this Contract that does not meet the requirements of regulations are unallowable.
9. DFN may randomly request Sponsors to submit copies of invoices for compliance with the above items.
10. Upon termination of this Contract, all outstanding amounts shall immediately become due and payable.

##### B. Advance Payment – Indicate whether or not the Sponsor will consider an advance. (Choose one)

No, the Sponsor will not consider providing an advance payment to the FSMC.

Yes, the FSMC may provide an explanation regarding the financial benefits of allowing an advance and the Sponsor may consider a request from the FSMC for an advance payment. If an advance is paid it must be reconciled by the end of the first six months of the Contract year.

C. Payment Incentives – Indicate whether or not the Sponsor will consider payment incentives. (Choose one)

No, the Sponsor will not consider any payment incentives such as discounts or credits for prompt payment, electronic payment, etc.

Yes, the Sponsor will consider payment incentives such as discounts or credits for prompt payment, electronic payment, etc. Payment incentives only apply if the invoice is paid according to payment terms.

12. Record Keeping, Books, and Reports

- A. The FSMC will maintain records supported by delivery tickets, purchase orders, production records for this Contract, or other evidence for inspection and reference to support payments.
- B. The Sponsor will maintain books and records pertaining to this Contract, including but not limited to delivery tickets and invoices.
- C. The FSMC will maintain records needed by the Sponsor to meet its program responsibilities and shall submit all required reports to the Sponsor promptly after the end of each month, unless more frequent reports are required by the Sponsor.
- D. The availability of any books and records pertaining to this Contract will be available for a period of three (3) years from the date of submission of the final claim for reimbursement or until the final resolution of any audits. Records must be made available for inspection and audit by representatives of DFN, representatives of the USDA, the Sponsor, and the Comptroller General of the United States at any reasonable time and place.
- E. The Sponsor and the FSMC must provide all documents as necessary for any applicable single, program, or financial audit.
- F. If audit findings regarding the program records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Title 2 CFR §200.333)
- G. Should the Sponsor have any concern as to the FSMC's compliance of regulatory rules due to internal audits, monitoring, an Administrative Review, or a Procurement Review conducted by DFN, the Sponsor shall have the right to request an audit of the FSMC and the selection of the auditor(s) to perform the audit. The FSMC will be responsible for bearing the costs that occur as a result of this audit.
- H. The Sponsor is responsible for ensuring resolution of program review and audit findings.

13. Licenses and Fees

- A. The Sponsor and the FSMC shall obtain and post all licenses and permits as required by Federal, State, and/or Local law.
- B. The FSMC shall comply with all Sponsor building rules and regulations when dropping off the meals.

14. Civil Rights

- A. Both the SFA and FSMC hereby agree that it will comply with:
  - 5. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
  - 6. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
  - 7. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
  - 8. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
  - 9. 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);
  - 10. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
  - 11. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
  - 12. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42, and 50.3);

13. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, 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 Contract;
14. The USDA nondiscrimination 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).
- B. 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.
- C. By accepting this assurance, the SFA and FSMC agree 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 Sponsor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA

#### 15. Term and Termination

- A. The Sponsor or the FSMC may terminate the Contract for cause or for convenience by giving 30 days written notice.
- B. At any time, because of circumstances beyond the control of the FSMC, the FSMC or the Sponsor may terminate the Contract by giving 10 days written notice to the other party.
- C. Force Majeure. Neither the FSMC nor the Sponsor shall be responsible to the other for losses should the fulfillment of the terms of the contract be delayed or prevented by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, wars, acts of public enemies, strikes, work stoppages, natural disasters, acts of God, civil disorders, public health crises, freight embargos, or loss or malfunctions of utilities, respectively, and which by the exercise of due diligence they were unable to prevent.
- D. The Sponsor is protected under the Commonwealth of Pennsylvania's Tort Claims Act (act), and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Contract, to the extent permitted by law.

- E. The Sponsor will have the option to cancel this Contract should the Federal government withdraw funds to support the CACFP.

16. Noncompliance

If the FSMC does not comply with terms of this Contract on any given day, the Sponsor has the right to reject meals and obtain meals from other FSMCs. The contracted FSMC will bear any excess costs to the Sponsor and the FSMC will not receive adjustments for meals procured at less than cost.

17. Nonperformance by the FSMC

- A. In the event of the FSMC's nonperformance under this Contract and/or the violation or breach of the contract terms, the Sponsor shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- B. The Sponsor shall notify DFN in the event of nonperformance by the FSMC.

18. Certifications

- A. The FSMC shall sign the Certification Regarding Debarment and Suspension, Appendix A, which is made a part of this Contract. (Title 2 CFR Part 180.) This certification assures the Sponsor that the FSMC has not been debarred from entering into contracts with the Federal Government, or any other entity receiving Federal funds, or suspended from entering contracts during a time when the vendor is being investigated for a legal action which is being taken to debar the vendor from contracting activities.
- B. The FSMC shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (Title 42 U.S.C. 7401-7671), and the Federal Water Pollution Control Act (Title 33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. Violations can be reported electronically at <https://www.epa.gov/enforcement/report-environmental-violations>.
- C. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- D. The FSMC shall sign the Lobbying Certification, Appendix B, which is made a part of this Contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, Appendix B. If no lobbying activity occurred, the FSMC is still required to sign the Disclosure of Lobbying Activities, Appendix B. (Title 2 CFR Part 418).
- E. The FSMC shall sign the Certification of Independent Price Determination, Appendix C.

19. Insurance

- A. The FSMC is required to be insured adequately to support the terms of the Contract. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the Commonwealth of Pennsylvania. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
- B. The FSMC shall have in effect during all times under this Contract, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury.
  - 1. General Liability
  - 2. Worker's Compensation
  - 3. Vehicle Insurance
- C. The contract of insurance shall provide for notice to the Sponsor of cancellation of insurance policies 30 days before such cancellation is to take effect.

### Certification Regarding Debarment and Suspension

This certification is required by the regulations implementing Executive Order 12549 and 12689, “Debarment and Suspension” (Title 2 CFR Parts 180). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals:
- (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - (b) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of FSMC	_____
Name of Authorized Representative	_____
Title of Authorized Representative	_____
Signature of Authorized Representative	_____

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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:

- (1) 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.
- (2) 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 of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of FSMC

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Name of Authorized Representative

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Title of Authorized Representative

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Signature of Authorized  
Representative

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**Disclosure of Lobbying Activities**  
**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

**Applicable**                      **Not Applicable**  
 (This form must be signed regardless of Applicability)

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change  For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime  Subawardee  Tier, if known:  Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:   Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description:  CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)   <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)</div>		
11. Amount of Payment (check all that apply):  \$ _____ Actual      \$ _____ Planned	13. Type of payment (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify:	
12. Form of Payment (check all that apply):  _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:   <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
15. Are Continuation Sheet(s) SF-LLL-A Attached:      Yes _____ (Number _____)      No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <b>(in blue ink only)</b> _____ Name: _____ Title: _____ Telephone: _____ Date: _____	



## Instructions for Completion Of SF-LLL, Disclosure of Lobbying Activities

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets, if yes.
17. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

## Independent Price Determination Certificate

Both the Sponsor and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

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 Sponsor

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 FSMC

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (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 offeror 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 offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror 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 Food Service Management Company certifies that:

- (1) He or she is the person in the offeror'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 other offeror'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.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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 FSMC Authorized Representative Signature

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 FSMC Authorized Representative Title

In accepting this offer, the Sponsor certifies that no representative of the Sponsor has taken any action that may have jeopardized the independence of the offer referred to above.

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 Sponsor Authorized Representative Signature

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 Sponsor Authorized Representative Title

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

### Sample Minimum Food Specifications

These are minimum specifications. The Sponsor is encouraged to provide more details that align with the one-month menu for all meal types.

#### Meat/Seafood

All meats, meat products, poultry, poultry products, and fish must be government inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No. 1 or U.S. No. 2.
- Poultry shall be U.S. Government Grade A.
- Seafood to be top grade; frozen fish must be a nationally distributed brand, packed under continuous inspection of USDA.

#### Dairy Products

All dairy products must be Government inspected.

- Fresh eggs shall be USDA Grade A or equivalent, 100% candled.
- Frozen eggs must be USDA inspected.
- Milk shall be pasteurized Grade A.

#### Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color – U.S. Grade A Fancy.
- Canned fruits and vegetables selected to requirements U.S. Grade A Choice or fancy (fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

#### Baked Products

- Bread, rolls, cookies, pies, cakes, and pudding either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable.

#### Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards.

## Infant Meal Pattern

Breakfast	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk <sup>1</sup> or formula <sup>2</sup>	6-8 fluid ounces breastmilk <sup>1</sup> or formula <sup>2</sup> ; and  0-4 tablespoons infant cereal <sup>2,3</sup> 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 <sup>4</sup> ; or a combination of the above <sup>5</sup> ; and  0-2 tablespoons vegetable or fruit or a combination of both <sup>5,6</sup>

<sup>1</sup> 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.

<sup>2</sup> Infant formula and dry infant cereal must be iron-fortified.

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

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

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

<sup>6</sup> 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 <sup>1</sup> or formula <sup>2</sup>	6-8 fluid ounces breastmilk <sup>1</sup> or formula <sup>2</sup> ; and  0-4 tablespoons infant cereal <sup>2,3</sup> 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 <sup>4</sup> ; or a combination of the above <sup>5</sup> ; and  0-2 tablespoons vegetable or fruit or a combination of both <sup>5,6</sup>

<sup>1</sup> 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.

<sup>2</sup> Infant formula and dry infant cereal must be iron-fortified.

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

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

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

<sup>6</sup> Fruit and vegetable juices must not be served.

## Infant Meal Pattern

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

<sup>1</sup> 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.

<sup>2</sup> Infant formula and dry infant cereal must be iron-fortified.

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

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

<sup>5</sup> 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).

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

<sup>7</sup> Fruit and vegetable juices must not be served.



## CHILD MEAL PATTERN

<b>Breakfast</b> (Select all three components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (at-risk afterschool programs and emergency shelters)
Fluid Milk <sup>3</sup>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both <sup>4</sup>	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq) <sup>5,6,7</sup>				
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 <sup>8</sup> , 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) <sup>8,9</sup>				
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

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

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

<sup>3</sup> 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.

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

<sup>5</sup> 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.

<sup>6</sup> 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.

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

<sup>8</sup> 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).

<sup>9</sup> 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 <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (at-risk afterschool programs and emergency shelters)
Fluid Milk <sup>3</sup>	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 <sup>4</sup>	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 <sup>5</sup>	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 <sup>6</sup>	½ cup	¼ cup	½ cup	½ cup
Fruits <sup>6,7</sup>	½ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq) <sup>8,9</sup>				
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 <sup>10</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

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



## Appendix E

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

<sup>3</sup> 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.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

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

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

<sup>7</sup> 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.

<sup>8</sup> 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.

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

<sup>10</sup> 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 <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (at-risk afterschool programs and emergency shelters)
Fluid Milk <sup>3</sup>	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 <sup>4</sup>	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	⅓ cup	⅓ 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 <sup>5</sup>	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
Vegetables <sup>6</sup>	½ cup	½ cup	¾ cup	¾ cup
Fruits <sup>6</sup>	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq) <sup>7,8</sup>				
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 <sup>9</sup> , 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) <sup>9,10</sup>				
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

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

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

<sup>3</sup> 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.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

## Appendix E

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

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

<sup>7</sup> 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.

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

<sup>9</sup> 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).

<sup>10</sup> 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

<b>Breakfast</b> (Select all three components for a reimbursable meal)	
Food Components and Food Items <sup>1</sup>	Minimum Quantities
Fluid Milk <sup>2</sup>	8 fluid ounces
Vegetables, fruits, or portions of both <sup>3</sup>	½ cup
Grains (oz eq) <sup>4,5,6</sup>	
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 <sup>7</sup> , cereal grain, and/or pasta	1 cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>7,8</sup>	
Flakes or rounds	2 cups
Puffed cereal	2 ½ cups
Granola	½ cup

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

<sup>2</sup> 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.

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

<sup>4</sup> 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.

<sup>5</sup> 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.

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

<sup>7</sup> 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).

<sup>8</sup> 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

<b>Lunch and Supper</b> (Select all five components for a reimbursable meal)	
Food Components and Food Items <sup>1</sup>	Minimum Quantities
Fluid Milk <sup>2,3</sup>	8 fluid ounces
Meat/meat alternates	
Lean meat, poultry, or fish	2 ounces
Tofu, soy product, or alternate protein product <sup>4</sup>	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 <sup>5</sup>	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 <sup>6</sup>	½ cup
Fruits <sup>6,7</sup>	½ cup
Grains (oz eq) <sup>8,9</sup>	
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 <sup>10</sup> , cereal grain, and/or pasta	1 cup

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

<sup>2</sup> 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.

<sup>3</sup> A serving of fluid milk is optional for suppers served to adult participants.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

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

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

## Appendix E

<sup>7</sup> 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.

<sup>8</sup> 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.

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

<sup>10</sup> 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 <sup>1</sup>	Minimum Quantities
Fluid Milk <sup>2</sup>	8 fluid ounces
Meat/meat alternates	
Lean meat, poultry, or fish	1 ounce
Tofu, soy product, or alternate protein product <sup>3</sup>	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 <sup>4</sup>	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	1 ounce
Vegetables <sup>5</sup>	½ cup
Fruits <sup>5</sup>	½ cup
Grains (oz eq) <sup>6,7</sup>	
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 <sup>6</sup> , cereal grain, and/or pasta	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>8,9</sup>	
Flakes or rounds	1 cup
Puffed cereal	1 ¼ cup
Granola	¼ cup

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

<sup>2</sup> 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.

<sup>3</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

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

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

<sup>6</sup> 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.

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

## Appendix E

<sup>8</sup> 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).

<sup>9</sup> 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 1 ½ cups for adults.



## Child and Adult Care Food Program Site Information

**Sponsor Name:** \_\_\_\_\_

**FSMC Name:** \_\_\_\_\_

Site Name	Complete Site Address	Site Contact Name	Site Contact Phone Number	Meal Service Specifications			
				Meal Type	Meal Service Time	Number of Daily Servings	Delivery Time

**Child and Adult Care Food Program**  
**Price Per Meal Rates**

**Sponsor Name:** \_\_\_\_\_  
**FSMC Name:** \_\_\_\_\_

**Indicate whether FSMC will provide meals/snacks inclusive or exclusive of milk to the Sponsor:**

**The FSMC agrees to supply meals/snacks to the Purchaser for the prices listed below:**

Meal Type	Unitized or Bulk Form	Estimated Daily Servings	Estimated Serving Days Per Year	Price per Meal	Estimated Total
Grand Total of Agreement					

**Child and Adult Care Food Program**  
**Payment Terms/Method**

**Sponsor Name:** \_\_\_\_\_  
**FSMC Name:** \_\_\_\_\_

**Payment Terms/Method - Advance: Section 11.B of the Request for Quote or the Invitation for Bid**

<b>To be completed by the Sponsor:</b>	
<p>No, the Sponsor will not consider providing an advance payment to the FSMC.</p> <p>Yes, the Sponsor will consider paying the FSMC an advance of operational expenses to be reconciled by the end of the first six months of the Contract Year..</p>	
<b>To be completed by the FSMC:</b>	The FSMC is requesting an advance of:
<b>To be completed by the Sponsor (after quote/bid submittal):</b>	

**Payment Terms/Method - Incentives: Section 11.C of the Request for Quote or the Invitation for Bid**

<b>To be completed by the Sponsor:</b>	
<p>No, the Sponsor will not consider any payment incentives such as discounts or credits for prompt payment, electronic payment.</p> <p>Yes, the Sponsor will consider payment incentives such as discounts or credits for prompt payment, electronic payment.</p>	
<b>To be completed by the FSMC:</b>	
<p>The FSMC will offer an annual electronic payment credit off of subsequent invoice after setup of:</p>	
<p>A prompt payment is one that is received within _____ days of the invoice date</p>	