

**REQUEST FOR PROPOSAL (RFP)  
FOR THE SUPPLY AND DELIVERY OF  
MEALS AND SNACKS TO THE CHILD AND  
ADULT CARE FOOD PROGRAM (CACFP)**  
DISTRICT OF COLUMBIA CHILD NUTRITION PROGRAMS

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SECTION A: Introduction

FORM A.1: COVER PAGE – REQUEST FOR PROPOSAL (RFP)

RFP #			
RFP Publication Date: March 25, 2021		RFP Due Date and Time: April 15, 2021 COB 5PM	

**Issued by:** Educare DC

Street Address:	<b>640 Anacostia Ave NE</b>
City, State, Zip Code:	<b>NE, Washington DC - 20019</b>
Contact Name:	<b>Barbara Ledyard</b>
Telephone Number:	<b>202 7275604</b>
Email Address:	<b>bledyard@educaredc.org</b>

**Bidding Company Name:**

Street Address:	
City, State, Zip Code:	
Contact Name:	
Telephone Number:	
Email Address:	

**By submitting this bid, the bidder 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. *The parties hereto are fully authorized and have executed this agreement:***

Name of Institution Representative (Print): \_\_\_\_\_

Signature	Date
-----------	------

Name of Bidding Company Representative (Print): \_\_\_\_\_  
 Title of Bidding Company Representative: \_\_\_\_\_

Signature	Date
-----------	------

**Total Estimated Amount of Proposal (Completed by bidder):**

Base year:	
Option Year 1- See C.3	
Option Year 2- See C.3	
Option Year 3 – See C.3	

## A.2: BIDDER CHECKLIST

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**Bidders:** Use this checklist to ensure that your response is complete and will be considered for award. Items listed below should be complete and signed when applicable.

- Section A forms completed and signed
  - Form A.1, Cover Page
  - Form A.4, Unit Price Schedules and Instructions
  - Form A.6, including:
    - BUSINESS LICENSE
    - ADDITIONAL DETAILS IF ANSWERING YES TO ANY OF THE QUESTIONS UNDER "CLAIMS AND SUITS"
  - Form A.7, USDA Debarment and Lobbying Form
  - Form A.8, Certificate of Independent Price Determination
  - Form A.9, Clean Air and Water Certification (if applicable)
  - Form A.10, Local Foods
  - Form A.11, Values Statement
- Section B.3, Insurance
- 1 Original and 4 bid copies submitted
- All Requested 21 Day Cycle Menus
- Most recent health inspection by state/local health department
- [Optional] [Samples provided by date listed](#)

FORM A.3: NOTICE OF ACCEPTANCE

**NOTE:** *This page is completed only if the Institution awards the contract to the bidder that submitted the bid information contained in this package.*

This document contains a Request for Proposals (RFP) that sets forth the terms, conditions, and specifications for the furnishing of meals 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). **Acceptance of bid may be subject to OSSE approval. The bidder should fill, sign, and date this form and notify the Institution of acceptance by providing a copy of the completed form to the email address on Form A.1. Upon acceptance, the bidding company is awarded a contract whose terms will not deviate materially from this RFP.**

Contract Start Date: 5/1/2021	Contract End Date: 6/30/2022
Prompt Payment Discount:	% For payment within: days
Total Contract Base Year Amount:	\$

\_\_\_\_\_  
**Print Name of Institution Authorized Representative**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature of the Institution Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name of Bidding Company Authorized Representative**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature of Bidding Company Authorized Representative**

\_\_\_\_\_  
**Date**

**Institution Representative and/or Vendor Authorized Representative reserves the right to terminate this contract as specified in B.5. of this document.**

FORM A.4: UNIT PRICE SCHEDULES AND INSTRUCTIONS

**Instructions:**

Column A = The **Institution** shall indicate which meal types the Vendor 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 Vendor 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 Vendor 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 Vendor will not be providing a meal type, this will be left blank.

Column D = The **Bidder** 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 **Bidder** 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.

The Bidder may complete Unit Price Schedule Chart A to include or exclude milk. If excluding milk, the Bidder may fill out the prices of milk in Unit Price Schedule Chart B.

**Example Unit Price Schedule Chart (actual schedule on next page)**

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 6-11 Months Breakfast	( )	x	x	=	
Infant 6-11 Months Lunch	( )	x	x	=	
Infant 6-11 Months Snack	( )	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)	( b )	50 x	240 x	\$1.55 =	\$18,600.00
Fluid milk, low-fat (1%), plain	( )	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	=	
<b>TOTAL</b>					<b>\$32,928</b>

**Note on food specifications:** The meal requirements summarized in the Unit Price Schedule are incomplete. Bidders must familiarize themselves with all the terms, conditions, and specifications of this solicitation before submitting a bid. Bidders should learn CACFP meal pattern requirements before filling out the Unit Price Schedule.

**Note on quantities:** Since this contract is a requirements contract, the quantities contained in the schedule are merely estimates.

**Note on unit prices:** Unit prices should reflect all costs incurred furnishing food for the Institution. Prices should include the costs of proper packaging as required in the specifications and delivery to the designated sites. Prices should also include taxes, but the bidder, at no additional charge, must pay any charges or taxes required to be paid under future laws to the Institution. Discounts may be considered if prior experience of the Institution indicates that discounts are generally taken. The Vendor agrees to discount the unit price for each meal based on the total Planned Assistance Level offered to the Institution.

**In event of a discrepancy between the unit price and the total price, the unit price shall govern.**

**Unit Price Schedule Chart A**

A. Meal Type	(u or b)	B. Estimated quantities per day	C. Estimated # of serving days per year	D. Unit price	E. Total price
Infant 0-5 Months All Meals/Snacks: Infant Formula	( NA )	NA x	NA x	=	
Infant 6-11 Months All Meals: infant formula, fruit and/or vegetables, grain or meat/meat alternate	( NA )	NA x	NA x	=	
Infant 6-11 Months Snack: infant formula, fruit and/or vegetables, grain	( NA )	NA x	NA x	=	
<b>Child and Adult Breakfast:</b> Fluid milk, fruit and/or vegetables, grains, optional meat/meat alternate.					
Child Ages 12-24 months:	( b )	64 x	280 x	=	
Child Ages 2-5:	( b )	144 x	280 x	=	
Child Ages 6-12:	( )	x	x	=	
Child Ages 13-18:	( )	x	x	=	
Adult:	( )	x	x	=	
Food Service Worker:	( )	x	x	=	
<b>Child &amp; Adult Lunch and/or Supper:</b> Fluid milk, vegetables, fruit, grains and meat/alternates.					
Child Ages 12-24 months:	( b )	(lunch +supper) 96 x 64 lunch 32 supper	280 x	=	
Child Ages 2-5:	( b )	( lunch +supper) 216 x 144 lunch 72 supper	280 x	=	
Child Ages 6-12:	( )	x	x	=	
Child Ages 13-18:	( )	x	x	=	
Adult:	( )	x	x	=	
Food Service Worker:	( )	x	x	=	
<b>Child &amp; Adult Snack:</b> choose 2 of – Fluid milk, fruit, vegetables, grains, meat/alternates					
Child Ages 12-24 months:	( b )	64 x	280 x	=	
Child Ages 2-5:	( b )	144 x	280 x	=	
Child Ages 6-12:	( )	x	x	=	
Child Ages 13-18:	( )	x	x	=	
Adult:	( )	X	X	=	
Food Service Worker:	( )	x	x	=	
<b>Total:</b>		<b>728 x</b>	<b>280x</b>	=	

**Unit Price Schedule Chart B**

A. Meal Type	(u or b)	B. Estimated quantities per day	C. Estimated # of serving days per year	D. Unit price	E. Total price
Infant 0-11 Months: Formula	( NA )	NA x	NA x	=	
<b>Children Ages 12-24 months</b>					
Whole, plain	( b )	NA x	NA x	=	
Whole, plain, lactose-free	( b )	NA x	NA x	=	
Soy (USDA creditable types)	( b )	NA x	NA x	=	
<b>Children Ages 2-5</b>					
Low-fat (1%), plain	( b )	NA x	NA x	=	
Fat-free (skim), plain	( b )	NA x	NA x	=	
Low-fat (1%), plain, lactose-free	( b )	NA x	NA x	=	
Fat-free (skim), plain, lactose-free	( b )	NA x	NA x	=	
Unflavored soy (USDA creditable types)	( b )	NA x	NA x	=	
<b>Children Ages 6-18, Adults, and Food Service Workers</b>					
Low-fat (1%), plain	( )	0 x	0 x	=	
Low-fat (1%), flavored	( )	0 x	0 x	=	
Fat-free (skim), plain	( )	0 x	0 x	=	
Fat-free (skim), flavored	( )	0x	0x	=	
Low-fat (1%), plain, lactose-free	( )	0 x	0 x	=	
Low-fat (1%), flavored, lactose-free	( )	0 x	0 x	=	
Fat-free (skim), plain, lactose-free	( )	0 x	0 x	=	
Soy (USDA creditable types)	( )	0 x	0 x	=	
<b>Total:</b>		<b>0</b>	<b>0</b>		

FORM A.5: MEAL QUANTITY AND DESTINATION INFORMATION

This form provides the names of delivery destinations and estimated meal quantities as required by 7 CFR 226.6(i)(1). The Institution reserves the right to add or delete centers by amending this Form. Deletion or addition of centers will be made not less than one week prior to the required date of service. The Vendor's invoice shall show the transportation cost as a separate item for each center. **Any change in transportation cost that occurs as a result of adding or deleting center shall be negotiated and formalized in a contract modification.**

\* Br = Breakfast / L = Lunch / Sn = Snack / Sp = Supper

Name of Destination	Address	Contact or Authorized Institution Designee	Number of Meals by Type/Day				Delivery Time
			Infant	Child 12-24 mths	Child 3-5 years	Child 6-18 & Adult	
1. Educare DC	640, Anacostia Ave NW Washington DC :20019		Br	0	32	112	7.30 am- 8.00 am
			L	0	32	112	10.30 am – 11.00 am
			Sn	0	32	112	2.00 pm – 2.15 pm
			Sp	0	16	66	10.30 am – 11.00 am ( with lunch)
2.IDEA	1027, 45 <sup>th</sup> street NE, Washington DC :20019		Br	0	32	32	8.00am – 8.15 am
			L	0	32	32	11.00 am – 11.15 am
			Sn	0	32	32	2.00 pm – 2.15 pm
			Sp	0	16	16	10.30 am – 11.00 am ( with lunch)
3.			Br				
			L				
			Sn				
			Sp				

**Commented [HS(1)]:** HERE FOR MY REFERENCE. DELETE BEFORE SENDING: (i) *Standard contract.* Each State agency shall develop a standard contract in accordance with §226.21 and provide for its use between institutions and food service management companies. The contract shall expressly and without exception stipulate:  
(1) The institution shall provide the food service management company with a list of the State agency approved child care centers, day care homes, adult day care centers, and outside-school-hours care centers to be furnished meals by the food service management company, and the number of meals, by type, to be delivered to each location;

**Commented [HS(2)]:** This is good.

FORM A.6: PRE-QUALIFICATION QUESTIONNAIRE

Company Name:	
Address:	
Contact Name:	Title:
Telephone:	Fax:
Email:	
Website:	
Company's Dun & Bradstreet Report Number:	

**\*\*Educare DC** has the right to request Dun & Bradstreet reports as it deems necessary. Please attach a copy of your business license.

**Answer the following questions in the space provided or by attaching additional pages.**

List key personnel, title(s) and years with your company:
Type of Organization: <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Other (Please Specify): <input type="radio"/> Individual <input type="radio"/> Joint Venture
How many years has your organization been in business as a school or child care food provider?
How many years has your organization been in business under its present business name?
Is your organization a franchise operator? <input type="radio"/> Yes <input type="radio"/> No
Will your organization use any subcontractors for this contract? <input type="radio"/> Yes <input type="radio"/> No
Financial Stability – List trade, bank & Insurance References we can contact:
List at least <b>three</b> references of on-going or recently performed school or child care food procurement:
Institution:
Contact Name and Telephone:
Work description:
Contract Term:
Institution:
Contact Name and Telephone:
Work description:
Contract Term:
Institution:
Contact Name and Telephone:
Work description:
Contract Term:
<b>Claims and Suits: (If answering yes to any of the following, please attach additional details)</b>
1. Has your organization ever failed to complete work awarded to it? <input type="radio"/> Yes <input type="radio"/> No
2. Are any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? <input type="radio"/> Yes <input type="radio"/> No
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? <input type="radio"/> Yes <input type="radio"/> No
4. Has your organization ever been temporarily closed by the Health Department for <b>any</b> reason? <input type="radio"/> Yes <input type="radio"/> No
5. Will your organization subcontract any part of this contract (subcontracting assembly of meals is not permitted)? <input type="radio"/> Yes <input type="radio"/> No

FORM A.7: USDA DEBARMENT AND LOBBYING

**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 bid 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 whom this bid 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.

Form AD-1048 (6/04)

**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 bid, 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 bid.

\_\_\_\_\_  
Vendor Company Name

\_\_\_\_\_  
Name of CACFP Institution

\_\_\_\_\_  
Name(s) of Vendor Authorized Representative(s)

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

Form AD-1048 (1/92)

**U. S. DEPARTMENT OF AGRICULTURE**  
**Permanent Certification Regarding Lobbying**  
**Applicable to Grants, Sub-grants, 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:

- 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.

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**Vendor Company Name**

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**Name(s) of Vendor Authorized Representative(s)**

---

**Title(s)**

---

**Signature(s)**

---

**Date**

FORM A.8: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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(a) By submitting this bid, the bidder certifies [and in the case of a joint bid, each party thereto certifies as to its own organizations,] that in connection with this procurement:

(a)(1) The Bidder arrived at the prices independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(a)(2) Unless otherwise required by law, the bidder did not knowingly disclose the prices quoted in this bid directly or indirectly to any other bidder or competitor. The bidder will likewise not disclose the prices prior to bid opening.

(a)(3) The bidder has not attempted, and will not attempt, to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

(b)(1) She is the person within the bidder's organization responsible for deciding the prices offered herein and that she has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(b)(2) She is not the person within the bidder's organization responsible for deciding the prices offered herein, but that she has been authorized, in writing, to act as agent for the persons responsible for such decisions 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: that she has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

Contractor'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 bid referred to above.**

CACFP Institution Authorized Representative:

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Title Date

FORM A.9: CLEAN AIR AND WATER CERTIFICATION

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This form is applicable only if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7401-7671q) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1367) and is listed by EPA, or the contract is not otherwise exempt.

The Bidder certifies as follows:

1. Any facility to be utilized in the performance of this proposed contract has not been listed on the Environmental Protection Agency List of Violating facilities.
2. The Bidder will promptly notify the Contracting Officer, prior to award, 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. The Bidder will include substantially this certification, including this paragraph (3) in every non-exempt sub-contract.

---

Name and Title of Bidder Representative

---

Signature

Date

FORM A.10: LOCAL FOODS

Percentage of Locally Grown or Raised Foods to be Utilized in Menus:	<b>10%</b>
----------------------------------------------------------------------	------------

Evaluation criteria in Section B.5 gives some weight in awarding the contract to whether bidders can provide locally grown or raised fruit, vegetables, and meat. Local means food grown or raised in Delaware, D.C., Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.

---

Name and Title of Bidder Representative

---

Signature

---

Date

The Vendor shall supply to the Institution upon request: CN labels, product formulation statements, standardized recipes, yogurt labels, ready-to-eat cereal labels, and WG/WGR documentation.



## SECTION B: SOLICITATION INFORMATION AND INSTRUCTIONS

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### B.1. SOLICITATION OVERVIEW

---

1. Educare DC in the District of Columbia is seeking a Vendor to furnish and deliver meals and snacks to two (2) destinations participating in the Child and Adult Care Food Program (CACFP), with estimated quantities listed in Form A.5.
2. All Institutions listed in B.1.1. are approved by OSSE to provide meals and snacks to children participating in CACFP.
3. This is an RFP, which is a formal method of procurement where an entity publicly solicits proposals. This RFP will result in the award of a firm fixed-price contract. The Institution(s) listed in B.1.1. have discretion to award the contract to the responsive and responsible bidder whose offer is most advantageous to the Institution, based upon the evaluation criteria listed in B.5. Proposals will be evaluated using the weighted criteria stated in the RFP. The Institution(s) will seek approval from OSSE to award the contract to the chosen bidder. Once awarded the contract, the Vendor will follow all specifications, terms, and conditions of this solicitation.
4. Bidders shall submit their bids on an “all or none” basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the Institutions during the term of the contract to secure all its needs from the successful Vendor. Such contract shall bind the Vendor to perform all such work ordered by the Institution, at prices specified in the contract.
5. The specifications, terms, and conditions of this solicitation are established by 7 CFR 226, USDA child nutrition policies, the DC Healthy Schools Act as amended, and the Healthy Tots Act of 2014.
6. The Vendor shall not sub-contract with another company to fulfill its obligations under this RFP; and shall not assign, without the advance written consent of the Institution, the contract or any interest therein. In the event of any assignment, the Vendor shall remain liable to the Institution as principal for the performance of all obligations under this RFP.
7. The Vendor must conduct all program operations in accordance with federal regulations, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 250, 2 CFR 200.318, 2CFR Part 180 and FNS instructions, policies and memoranda, as applicable, in addition to all state and local regulations, policies and procedures, including but not limited to the DC Healthy Schools Act, the Healthy Tots Act and all OSSE memorandum and requirements. It is the duty of the Bidder to apprise itself of all Program requirements and to bid only on those contracts for which it has the applicable knowledge and can suitably comply.

### B.2. GLOSSARY

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As used herein:

- a) **“Bid”** means an offer to perform the work described in this RFP, in accordance with the terms, conditions and specifications of this solicitation, and at the fixed unit price recorded in Form A.4.
- b) **“Bidder”** means a Vendor submitting a bid in response to this RFP.

- c) **“Bulk”** means food that is delivered by component in order to facilitate family style meal service.
- d) **“CACFP”** means the Child and Adult Care Food Program. This USDA program reimburses eligible institutions for some costs of food that meets regulatory meal patterns and specifications and is served to enrollees and staff performing food service labor.
- e) **“CN Label”** means the Child Nutrition Labeling Program, which is a voluntary federal labeling program administered by the Food and Nutrition Service (FNS) in conjunction with the Food Safety and Inspection Service (FSIS), and Agricultural Marketing Service (AMS) of the U.S. Department of Agriculture, and National Marine Fisheries Service of the U.S. Department of Commerce (USDC) for the Child Nutrition Programs. The program requires an evaluation of a product’s formulation by FNS to determine its contribution toward the meal pattern requirements.
- f) **“Delivery Destination” or “Destination”** means the place, listed in Form A.5., where the Vendor will deliver, unload, and deposit the requested food items according to procedures in Section D.
- g) **“Farm to School”** connects schools and local farms with the objectives of serving healthy meals in schools; improving student nutrition; providing agriculture, health, and nutrition education opportunities; and supporting local and regional farmers. Farm to School, at its core, is about establishing relationships between local foods and school children by way of including, but not limited, to:
  - i. Locally grown, unprocessed products in school meals – breakfast, lunch, after-school snacks; in classrooms; and in taste tests;
  - ii. Educational activities related to agriculture, food, health, or nutrition such as nutrition education curricula, farm tours, farmer in the classroom sessions, culinary education, educational sessions for parents and community members, and visits to farmers’ markets; and
  - iii. School gardens as an opportunity for hands-on learning.
- h) **“FNS”** means Food and Nutrition Services, a division of the USDA.
- i) **“Good Food Purchasing Program’s core values”** means the following five core values established by the Center for Good Food Purchasing for its Good Food Purchasing Program: Local economics; Nutrition; Valued workforce; Environmental sustainability; and Animal welfare.
- j) **“HACCP”** means Hazard Analysis and Critical Control Points, which is a preventative system to reduce the risk of foodborne illness through appropriate food handling, monitoring, and record keeping.
- k) **“HACCP Plan”** - The written document based upon principles of HACCP specific to a facility that identifies procedures to be followed to prevent foodborne illness.

- l) **“HSA”** means the Healthy School Act, D.C. Law 18-209, passed by the City Council for the District of Columbia to establish local nutritional standards for school meals, and its subsequent amendments;
- m) **“Institution”** means a sponsoring organization, child care center, at-risk afterschool care center, outside-school-hours care center, emergency shelter, and/or adult day care center which enters into an agreement with OSSE to operate a CACFP program and seeks to contract with a Vendor to provide meals and snacks.
- n) **“Locally-grown”** means from a grower in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.
- o) **“OSSE”** means the Office of the State Superintendent of Education, the District of Columbia agency responsible for ensuring that institutions adhere to CACFP requirements.
- p) **“Plant-based food option”** means food or beverages that are free of animal products; and with respect to the meat/meat alternate component of a meal, provide a source recognized by the USDA as a meat alternate free of animal products for the purposes of NSLP.
- q) **“Product Formulation Statement”** is a signed certified document that provides a way for a manufacturer to demonstrate how a product may contribute to the meal pattern requirements of Child Nutrition (CN) programs. A PFS is typically provided for processed products that do not have a CN Label. Program operators may request a signed manufacturer’s PFS when purchasing a processed product without a CN Label. USDA does not approve a manufacturer’s PFS. Program operators are ultimately responsible for ensuring menu items meet meal pattern requirements.
- r) **“RFP”** means a Request for Proposals. It is the document used to solicit bids through a formal advertising method of procurement. In the case of this program, the RFP becomes the basis for a contract upon acceptance by the institution.
- s) **“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.
- t) **“Unprocessed”** means foods that are nearest their whole, raw, and natural state, and contain no artificial flavors or color, synthetic ingredients, chemical preservatives, or dyes. Food which undergoes the following processes shall be deemed to be unprocessed: cooling, refrigerating, or freezing; size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, or grinding; drying or dehydration; washing; the application of high water pressure or “cold pasteurization”; packaging such as placing eggs in cartons, and vacuum packing and bagging, such as placing vegetables in bags; butchering livestock, fish, or poultry; and the pasteurization of milk.
- u) **“Vegetarian food option”** means food or beverages that are free of meat, poultry, and seafood; with respect to the meat/meat alternate

component of a meal, provide a source recognized by the USDA as a meat alternate free of meat, poultry, and seafood for the purposes of the NSLP.

- v) **“Vendor”** means a successful bidder who is awarded a contract by an Institution or SFA under the Child Nutrition Programs.

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

### B.3 INSURANCE

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1. The Vendor is required to be insured adequately to support the terms of the contract. The Vendor shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the District of Columbia and have an A.M. Best Company rating of A-VIII or higher. A Certificate of Insurance of the Vendor’s insurance coverage indicating these amounts must be submitted at the time of award.
2. The Vendor shall ensure that all policies provide that the Institution shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Vendor shall provide the Institution with ten (10) days prior written notice in the event of non-payment of premium.
3. The Vendor shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent Vendor’s liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/person.
4. The general liability policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.
5. The Institution shall be named as additional insured on the General Liability and Automobile insurance policy. The Vendor must provide a waiver of subrogation in favor of the Institution for General Liability, Automobile, and Worker’s Compensation.
6. The Vendor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
7. The Vendor shall provide Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
8. The Vendor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
9. The Vendor shall provide employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit. Bidder must enter amounts of coverage carried for each insurance category below:

- α) General Liability: [Enter Amount](#)

- b) Workman's Compensation: [Enter Amount](#)
  - c) Vehicle Insurance: [Enter Amount](#)
  - d) Employer's Liability Insurance: [Enter Amount](#)
10. In addition, the Vendor shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the Institution. The Vendor further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.

#### B.4 BIDDING SUBMISSION INSTRUCTIONS

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1. Bidders are expected to carefully examine the specifications, attached schedules, attachments, and terms and conditions of this RFP. Failure to do so shall be at the bidder's risk.
2. Explanations requested by Bidders
  - a) The Bidder may request, in writing, any desired explanation regarding the meaning or interpretation of the RFP. The request must be submitted 10 days before the bidding deadline or no later than **April 2, 2021**. Please direct any questions to Barbara Ledyard at [bledyard@educaredc.org](mailto:bledyard@educaredc.org).
  - b) Oral explanations or instructions given before the award of the contract shall not be binding. The Institution will distribute written RFP amendments to all prospective bidders if containing information necessary for submitting bids or if lack of access to amendment information would be prejudicial to uninformed bidders.
  - c) Prospective bidders must acknowledge amendment receipt by signing and returning the amendment. The Institution must receive this acknowledgement prior to the bidding deadline.
3. Bidders must submit a proposal with all items requested by the Bidder's Checklist (Form A.2). As further explained in B.5, these items, along with reference checks and past experience of the Institution, form the basis for bid evaluation.
4. The Institution will reject bids unless the bidder submits 1 original and 4 copies.
5. Bids shall be deposited at the issuing Institution's address specified on Form A.1. and no later than the exact time and date indicated. Bids will also be accepted electronically via email to Barbara Ledyard at [bledyard@educaredc.org](mailto:bledyard@educaredc.org) and copy Jamal Berry at [jberry@educaredc.org](mailto:jberry@educaredc.org). **Please include in the subject line "CACFP Bid"**. If the bid is submitted by mail, please mail one (1) original and four (4) copies to Barbara Ledyard at Educare DC 640 Anacostia Avenue NE Washington, DC 20019, ATTN: CACFP BID. Whether submitted by mail or email, **submission must be received by 5 PM on April 7, 2021**.
6. The Institution reserves the right to waive informalities and minor irregularities in bids received. In event of a discrepancy between the unit price and the total price in Form A.4, the unit price shall govern.
7. Late Bids, Modification of Bids, or Withdrawal of Bids
  - a) Any bid 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 no later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid

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submitted in response to an RFP requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).

- b) Bidders may mail bid withdrawals or modifications using the same procedures as above in (a) except that withdrawal of bids by email is authorized. A Bidder may withdraw their bid in person before the time set for receipt of bids. Bidders withdraw through an authorized representative whose identity is made known to the Institution and who signs a receipt for the bid.
  - c) A U.S. Postal Service postmark on the wrapper or original receipt from the Postal service is the only acceptable evidence to establish the date of mailing a late bid, modification, or withdrawal sent either by registered or certified mail. If neither postmark shows a legible date, the bid, 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, the Institution may accept any late modification if made by a successful bidder and results in terms more favorable to the Institution.
8. No changes in the specifications or general conditions are allowed. Erasures on this bid shall be initialed by the bidder prior to submission.

#### B.5 AWARDING OR REJECTING THE CONTRACT

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- 1. The Institution reserves the right to reject bids
  - a) When any one person, by or in the name of a clerk, partner, or other person, submits more than one bid.
  - b) When there are sound documented business reasons in the best interest of the Institution.
  - c) When a bidder has previously failed to perform properly, or complete on time, contracts of a similar nature.
  - d) When investigation shows that a bidder is not in a position to perform the contract.
- 2. Any bid which is not rejected will be evaluated by using scores described in the B.5.3 chart. The chart assigns scores for each criteria category, which are weighted by relevant importance and provide the Institution with a basis for making an intelligent award decision.
  - a) 40% weight for: Total Bid Cost during the base year
    - i. The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed on Form A.4 or another form providing equivalent information.
    - ii. Unit prices shall include taxes, but the bidder, at no additional charge, must pay any charges or taxes required to be paid under future laws to the Institution.
    - iii. Discounts may be considered if prior experience of the Institution indicates that discounts are generally taken. However, the Vendor agrees to discount the unit price for each meal based on the total PAL offered to the Institution.
  - b) 20% weight for: The method of approach and implementation, including:

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- i. Menus and meet federal and local requirements (Show variety in nutritional food choice including vegetarian options) –5 points
  - ii. Menus meet additional specifications in the RFP—5 points
  - iii. Food & Packaging (Appearance, Quality, Taste and Acceptance) –5 points
  - iv. Geographic Preference – use locally grown or raised foods to maximum extent possible - 5 points
- c) Bidder’s Experience, Expertise, & Reliability (Based on past experience and/or 3-5 references) – 25 points
- i. Knowledge of USDA, District requirements –5 points
  - ii. Dependability (on-time deliveries, accuracy filling orders) –5 points
  - iii. Inspection for production facility (Facility be used must have passed USDA or Health Department Inspection, and maintain a comprehensive HACCP plan) –5 points
  - iv. Customer Service (responsiveness in communication, proven track record, adept at fixing issues promptly) –5 points
  - v. Financial and technical resources (as demonstrated by reference checks, business license, certificate of occupancy, and two years of audited financial statements) –5 points
- d) Proven Organizational Capacity – 10 points
- i. Compliance with public policy
  - ii. Seasons delivering meals/ in operation
  - iii. Experience performing contracts at this scale
  - iv. Organizational structure designed to provide good internal operations and customer service
- e) Community Connection, Values Alignment– 5 points
- i. Response to Value Statement (Form A.11).
  - ii. Interest in CACFP business, good fit

3. Evaluation Score Chart

Numeric Rating	Adjective	Description
1	Unsatisfactory	Fails to meet minimum requirements; major deficiencies which are not correctable
2	Below Average	Marginally meets minimum requirements; significant deficiencies which may be correctable
3	Average	Meets requirements; only minor deficiencies which are correctable
4	Very Good	Meets requirements; no deficiencies
5	Exceptional	Exceeds most, if not all requirements; no deficiencies

4. OSSE approval is required before the Institution accepts bids worth more than \$50,000 or awards the contract to a bidder who did not submit the lowest bid. Approval is rendered within 10 working days of receipt.

5. If accepted, a copy of this RFP and one copy of the contract will be forwarded to the successful bidder with the notice of award for signature (Form A.2). The copy marked "original" shall be governing should there be a variance between that copy of the bid and other copies submitted by the bidder.

## SECTION C: PROVISIONS GOVERNING CONTRACT RELATIONSHIP

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### C.1. SETTLEMENT OF BID PROTESTS, DISPUTES, AND CONTRACTUAL ISSUES

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The Institution is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the institution of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the institution unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

### C.2. TERMINATION OF THE CONTRACT

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1. Either party may terminate this agreement upon 30 days' written notice.
2. Availability of funds
  - a) The Institution shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child Nutrition Programs including, but not limited to, the Child and Adult Care Food Program.
  - b) It is further understood that, in the event of cancellation of the contract, the Institution shall be responsible for products that have already been delivered in accordance with this contract.
3. The Institution reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract, including failure to deliver food items within the times specified herein. The Institution shall notify the Vendor, in writing, of specific instances of non-compliance. In instances where the Vendor 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 Vendor 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.
4. The Institution may terminate the contract for default, without advance notice if a health department or other government agency revokes a Vendor's license or closes the Vendor's facilities for health code violations. The Vendor shall be liable for any damages incurred by the Institution.
5. The Institution shall give written notice to the Vendor and terminate the right of the Vendor 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 Vendor to any officer or employee of the Institution with a view towards 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. The Institution shall set time in accordance with OSSE instructions and guidance in accordance with the nature of the incident.

6. In the event this contract is terminated, the Institution shall be entitled:
  - a) To pursue the same remedies against the Vendor as it could pursue in the event of a breach of the contract by the Vendor, and
  - b) 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 Vendor in providing any such gratuities to any such officer or employee.
7. If circumstances beyond the Vendor's control, and without the Vendor's fault or negligence, cause food items to be unavailable, the Vendor shall not be liable for any excess costs. Unavailable means the food items are impossible to source from regular or any alternative supplier in time to meet delivery schedules. Examples of circumstances beyond the Vendor's control include fires, floods, epidemics, and unusually severe weather.
8. 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.

### C.3. CONTRACT RENEWAL

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1. The Institution reserves the right to extend the terms and conditions of the Base Year Contract for three (3) additional one (1) year periods.
2. Option Year One Requirements: **May 1, 2021 to June 30, 2022**
  - a) Vendor seeking approval from Educare DC to exercise Option Year One must provide an updated Pricing Sheet for Option Year One no later than **March 30, 2022**. Any price changes to items must comply with specifications as set forth in C.4.
  - b) Any price increases or decreases will be agreed to in writing by all Parties and new Pricing Sheets for Option Year One will be signed by the parties and entered into agreement documents no later than **April 15, 2022**
3. Option Year Two Requirements: **July 1, 2022 to June 30, 2023**
  - a) Vendor seeking approval from Educare DC to exercise Option Year Two must provide an updated Pricing Sheet for Option Year Two no later than **March 30, 2023**. Any price changes to items must comply with specifications as set forth in C.4.
  - b) Any price increases or decreases will be agreed to in writing by all Parties and new Pricing Sheets for Option Year Two will be signed by the parties and entered into agreement documents no later than **April 15, 2023**.
4. Option Year Three Requirements: **July 1, 2023 to June 30, 2024**
  - a) Vendor seeking approval from Educare DC to exercise Option Year Three must provide an updated Pricing Sheet for Option Year Three no later than **March 30, 2024**. Any price changes to items must comply with specifications as set forth in C.4.
  - b) Any price increases or decreases will be agreed to in writing by all Parties and new Pricing Sheets for Option Year Three will be signed by the parties and entered into agreement documents no later than **April 15, 2024**.

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#### C.4. ECONOMIC PRICE ADJUSTMENT AND PRICE RENEGOTIATION

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Renegotiation of product prices (as applicable) will not be allowed in the initial term of the agreement. Renegotiation will be allowed in the subsequent years of the agreement based on changes in product prices. An economic price adjustment allows the Vendor to increase their price to the Institution and allows the Institution to demand a price reduction. If the Vendor requests a price increase for products under the agreement, the annual percentage increase must be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) for the applicable area (Washington D.C. area, or Southern region) for the most recent 12-month period immediately preceding the month in which the contract expires. Before any fee or price increases can be implemented, the Vendor must document through cost documentation or price analysis the need for such price increase. Any increase or decrease in price will be documented as set forth in Form A.4. Price increases for costs not directly related to the products (e.g., gas prices for delivery) will be considered on a case-by-case basis and may be denied.

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### SECTION D: DELIVERY REQUIREMENTS

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#### D.1. DELIVERY DESTINATIONS AND QUANTITIES

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1. The Vendor will furnish meals and snacks to the delivery destinations specified in form A.5.
2. The Institution reserves the right to add or delete delivery destinations. This shall be done by amendment of Form A.5. 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.
3. Requirements Contract
  - a) This is a requirements contract for the products and services specified in the RFP and attachments for the period set forth therein. The quantities specified herein are estimates only and are not purchased hereby. In the event that the Institution's requirements for the products set forth herein do not result in orders in the amounts or quantities described as "estimated" in the RFP and attachments, except as may be otherwise provided herein, 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 Vendor 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 Vendor for services specified in this RFP will be dependent upon the needs and requirements of the Institution.

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#### D.2. ORDERING AND DELIVERY PROCEDURES

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1. Every **Wednesday** the Institution will order the meals and snacks desired for the following week. These orders give notice of the quantities of meal and snack types to be delivered to each destination on the days covered by the order. The Institution reserves the right to increase or decrease the number of meals or snacks ordered with 48-hour notice.
2. Each day, the Vendor's personnel will deliver the ordered number of meals and snacks at times, and to the destinations, set in Form A.5. Additionally, the Vendor's personnel will unload the food items at a location designated by the Institution. The Institution will also notify the Vendor of where to place the unloaded food items.
3. Packing and marking specifications
  - a) The Vendor shall pack and mark all items in accordance with the requirements set herein and good commercial practice.
  - b) Labels shall be in accordance with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder. The Vendor shall ship containers in compliance with the National Motor Freight Classification. To ensure that the receiving activity properly handles and stores items, the Vendor shall use standard commercial precautionary markings such as "KEEP FROZEN" or "KEEP REFRIGERATED."
  - c) Fluid milk delivered shall have expiration date on each carton container. The expiration date shall exceed at least 10 (10) days beyond the day of delivery, with the exception of milk alternatives such as soy milk, which must have an expiration or best used by date with no less than 60 days remaining beyond the date of delivery.
  - d) Juices delivered shall have the expiration or Best Used By date on each carton container, with no less than ten (10) days remaining beyond the date of delivery.
  - e) 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
  - f) 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.
  - g) 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.
  - h) Cold Meal Unit or Unnecessary to Heat – Container and overlay to be plastic or paper and non-toxic.
  - i) The Vendor shall deliver all refrigerated food at an internal temperature of 41° Fahrenheit or below with a minimum remaining shelf life or best used by life of ten (10) days.
  - j) The Vendor shall deliver all frozen food items at zero degrees Fahrenheit or below. Frozen products must not show evidence of thawing or re-freezing, freezer burn, or any off color or odors. Frozen products must have a minimum remaining shelf life or best if used by life of forty-five (45) days.
4. Accepting and rejecting delivery

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- a) The Institution accepts deliveries when a designee signs a delivery ticket specifying the food items delivered and accepted.
  - b) The Institution and its designees reserve the right to inspect and determine the quality of food delivered and reject any items:
    - i. When delivery does not comply with the requirements and specifications of this contract.
    - ii. When delivery arrives **30 minutes** later than the times specified in Form A.5.
    - iii. When food items are spoiled, unwholesome, missing required components, do not conform with menus or the Vendor otherwise fails to comply with the requirements, terms, conditions, and/or specifications of this RFP.
  - c) The Vendor will prepare delivery tickets and provide three copies to the destination at delivery. Tickets must be itemized to show the number of snacks and meals (by type) delivered to each destination. Institution designees at each delivery destination will check the adequacy of delivery and meals before signing the delivery ticket. The delivery ticket shall be prepared in accordance with Federal and District regulations and must contain at least the following information:
    - i. Ticket number;
    - ii. Date of Delivery;
    - iii. Delivery Departure Time;
    - iv. Delivery Departure Temperature(s);
    - v. Delivery Address;
    - vi. Requisition Number;
    - vii. Name of food items;
    - viii. Item Number;
    - ix. Quantity of Items Delivered per meal type and infant/child age group;
    - x. Unit Price;
    - xi. Extended Amount;
    - xii. Carrier Operator's Name;
    - xiii. **For lunches or suppers delivered to child development facilities eligible for Healthy Tots Act subsidies (destinations noted in Form A.5):** Name of any unprocessed, locally grown foods and the name and address of the local farms where the food was grown.
    - xiv. Value of donated foods used in preparing delivered food.
    - xv. Name, Signature and Telephone Number of Institution designee, receiving the item; and
    - xvi. Acknowledgement of receiving the items by the Institution designee.
  - d) The Institution will provide the Vendor with a written reason for rejecting the food items
5. Effects of rejection

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- a) The Vendor will not be paid for rejected goods.
  - b) The Vendor is liable for costs transporting rejected goods and for the costs of replacing rejected goods.
  - c) The Vendor may not commingle backhauled foods from multiple clients, distributors, or any other similar party.
  - d) The Vendor may not use backhauled food as substitutes.
  - e) The Vendor may only use backhauled foods in end products that are delivered to the Institution from where they were received.
6. Any deviations from the delivery requirements including package size and content by the Vendor may be allowed only upon written request from the Vendor and approved by Patricia Dela Torre, Director of Comprehensive Services via email @ [pdelatorre@educaredc.org](mailto:pdelatorre@educaredc.org).
7. Payment Method
- a) The Vendor will submit an itemized invoice to the Institution bi-weekly, or monthly, (monthly net 30 invoice preferred) as specified. At minimum, each invoice shall provide:
    - i. The number of meals by meal type (breakfast, lunch, dinner, snack) and meal pattern type (infant ages 0-5 months & 6-11 months, children ages 12-24 months, 2-5, 6-13, 13-18, adults, food service workers) delivered to each destination.
    - ii. The total costs for each destination
    - iii. The menu applicable to that delivery
    - iv. Clear documentation for crediting the value of donated foods
  - b) The Institution makes payment at the unit price provided by the Vendor on Form A.4.
  - c) As specified in this RFP, the Institution will not pay the Vendor for rejected meals.

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### D.3. EMERGENCIES PRECLUDING DELIVERY

1. If emergencies beyond the Vendor's preclude milk deliveries on:
  - a) A temporary basis: then OSSE may approve meal and snack service without milk during a specified emergency period agreed by Vendor and Institution
  - b) An ongoing basis: then OSSE may approve meal or snack service that uses an amount of whole dry or fat-free milk that is equivalent to the fluid milk requirements for children for a specified emergency period agreed by Vendor and Institution.
2. If an emergency precludes the Vendor from delivering any meal or snack to any destination, then the Vendor shall immediately notify the institution by telephone or email of the following:
  - a) Impossibility of on-time delivery
  - b) The meals or snacks and delivery destinations affected
  - c) Circumstance(s) precluding delivery
  - d) Statement of whether or not subsequent deliveries will be affected

3. The parties may agree to a substitute for that meal or snack which complies with USDA meal pattern requirements.
4. An Institution designee may give the Vendor an alternate delivery date, which shall satisfy the needs of the affected destination(s). The Vendor shall be required to deliver only quantities for which an order was made by the Institution prior to delivery.
5. The Vendor is liable for any costs incurred by the Institution in replacing the affected items, unless meeting the conditions of C.2.6.
6. Emergency circumstances preventing the Institution from accepting or utilizing meals are concerns of the Institution. The Institution may cancel orders if giving at least 48-hour notice.
7. Once either **a)** a public radio/TV announcement of system-wide closing of schools is made, for Institutions that follow DCPS closures, **OR b)** the Institution announces a closing via public announcement or direct contact with vendor due to inclement weather, all orders scheduled for delivery to Educare DC and Educare at IDEA Site for that/those day(s) shall be automatically cancelled and Educare DC shall not assume responsibility for attempted deliveries. In such circumstances Educare DC shall have the right to adjust delivery plans at its discretion.
8. Otherwise, when schools are closed for snow or other emergencies requiring short notice, the Vendor shall call Patricia Dela Torre at (202)741-5946 for disposition of orders. With OSSE approval, the Institution may request temporary changes to meal patterns or menus to ensure that children receive the meals they need to remain healthy and active.

#### D.4. NON-EMERGENCY FOOD SUBSTITUTIONS

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1. As need arises, the Institution reserves the right to purchase small quantities of infant formula and other food items from local vendors.
2. An Institution may vary the meal pattern with a nutritionally sound alternative that is approved by the USDA and necessary to meet ethnic, religious, economic, or physical needs of children.
3. The Institution reserves the right to obtain products from other sources if products are rejected due to any of the reasons stated in D.2.8, or when the Vendor's facilities are closed by the Health Department for health code violations. The Vendor shall be responsible for any excess cost, and will receive no adjustment in the event the products are procured at a lower cost. The Institution or agency inspecting shall notify the Vendor, in writing, as to the number of products rejected and the reasons for rejections.
4. If as a result of an Administrative Review by the State Agency, the Institution does not receive reimbursement for meals served that were not in compliance with the Federal regulations, the Vendor shall not be paid for disallowed meals. The amount of the disallowance shall be deducted from the Vendor's invoice(s).
5. The Vendor and Institution may agree to alter the menu during the menu cycle, or may agree to substitute some food components within a meal as need arises.
6. The Institution reserves the right to accept foods donated from the USDA which would otherwise be purchased from the Vendor.
7. A parent or guardian may accept offered infant formula or provide breastmilk.

8. The Vendor must make reasonable modifications to accommodate children with disabilities. This includes providing special meals, at no extra charge, to children with a disability when the disability restricts the child's diet. Substitutions must be made to meals for children with a disability that restricts the child's diet on a case-by-case basis and only when supported by a written statement from a State licensed healthcare professional who is authorized to write medical prescriptions under State law. The Vendor must communicate all requests for accommodating meal modifications to the Institution and the Institution reserves the right to approve or deny these requests based on federal and local regulations.

#### D.5. SPECIFICATIONS FOR PACKAGING MATERIAL AND NON-FOOD ITEMS

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##### 1. Requested non-food items

- a) Meals shall be delivered with the following disposable utensils: plates, napkins, cups, forks and spoons.
- b) Meals shall be delivered with the following serving equipment: food will arrive in food warmers that keep the temperature at 140 degrees F or higher as per Food Safety guidelines.
- c) The Vendor shall retrieve non-disposable utensils or serving equipment when delivering the next meal.

2. Styrofoam ban: Effective January 1, 2016, it is illegal for businesses and organizations that serve food to use food service products made of expanded polystyrene, commonly known as foam or Styrofoam. The law applies to any food service products designed for one-time use. These include take-out containers, bowls, plates, trays, cups, and other items. Businesses or organizations that sell or provide food are subject to the requirements of the law.

Certain foam products are exempt from the ban, including products packaged outside the District of Columbia, products used to package raw meat or seafood, and products purchased in bulk for home use. Find more information here: <http://doee.dc.gov/foam>.

3. Plastic Straw Ban: On October 29, 2018 DC imposed new restrictions on the use of single-use plastic straws and stirrers. For more information visit <https://doee.dc.gov/foodserviceware>. Compliant alternatives include: paper, hay, BPI-Certified PLA, reusable straws made of stainless steel or glass. However, in compliance with the Americans with Disabilities Act, the Vendor must keep a stock of plastic straws available as an accommodation.
4. Effective January 1, 2017 organizations using disposable products for food service may only use recyclable or compostable materials including:
  - a) Products made solely of rigid plastic
  - b) Products made of pulp or paper with a wax coating or with/without a plastic coating
  - c) Products certified compostable by the Biodegradable Products Institute. For a list of certified products visit [bplworld.org](http://bplworld.org)

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## SECTION E: FOOD ITEM REQUIREMENTS

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### E.1. FOOD SPECIFICATIONS

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1. The Vendor will deliver the food items specified by the menu cycle and any non-food items that are both (a) requested by the Institution in this RFP or when setting the menu and (b) essential to the conduct of food service.
2. All products furnished must meet or exceed U.S. Department of Agriculture requirements set out in attachments, attached hereto and made a part hereof and shall include, at a minimum, the portions specified by the U.S. Department of Agriculture for each meal, which are included with this RFP. More information is available at <http://www.fns.usda.gov/cnd>.
3. All meals and snacks delivered must meet or exceed the minimum meal pattern and component requirements summarized in Schedules C, D, E & F and provided in 7 CFR 226. Meals shall be prepared and assembled under properly controlled temperatures.
4. The Institution will indicate on the Unit Price Schedule (Form A.4) whether the Vendor must deliver unitized or bulk meals and snacks.
5. Local Foods
  - a) Preference will be given to bidders who can provide locally grown fruit, vegetables, and meat. Local means food in Delaware, D.C., Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.
  - b) At least one lunch or supper component that is not fluid milk must be unprocessed and locally grown if served in a child development facility that is eligible for Healthy Tots Act subsidies. Locally grown means food grown in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.
  - c) On aggregate, meals served during the service year shall contain the percentage of locally grown or raised foods that the Vendor specifies in Form A.8
6. The Institution may not serve deep-fat fried foods that are prepared on site.
7. Fruits and Vegetables
  - a) The Vendor agrees to purchase locally-grown fruits and vegetables when available.
  - b) Fruits and vegetables shall be graded U.S. #1 commercial, unless otherwise stated
  - c) A vegetable serving may contain any combination of fresh, frozen, or canned vegetables, dry beans and peas or vegetable juice.
  - d) A fruit serving may contain fresh, dried, frozen, or canned fruits, or fruit juice. All canned fruit must be packed in natural juice.
  - e) Vegetable or fruit juice must be pasteurized and full-strength and may be served at only one meal or snack per day. The Vendor may not provide fruit or vegetable juices to infants. The same product may not comprise part of the fruit or vegetable component more than 4 times per week. Exceptions are made for oranges and bananas.
  - f) The Vendor may not offer the same fruit component in two separate meals on the same day.
  - g) The Vendor must offer fresh fruit or vegetables at least 2 times a day.
8. Milk
  - a) 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 . . .”

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- b) Fluid milk must be served as a beverage and/or on cereal.
- c) Milk served to children 6 or older or for adult food service workers cannot exceed 1% milk fat.
- d) Fat content requirements by age:
  - i. Children ages 12-24 months: whole milk only
  - ii. Ages ≥2: Low-fat (1percent or less) or fat-free (skim).
- e) Milk may be lactose free or substituted with creditable soy types as required.
- f) Milk Substitute Nutritional Requirements (such as Soy Milk)

Nutrient	Per Cup
Calcium	276 mg
Protein	8 mg
Vitamin A	500 IU
Vitamin D	100 IU
Magnesium	24 mg
Phosphorus	222 mg
Potassium	349
Riboflavin	.44 mg
Vitamin B-12	1.1 mcg

- g) The following is the exclusive list of creditable soy milks for the CACFP: 8<sup>th</sup> 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, Great Value Regular Soymilk, WhiteWave Foods and Silk Original Soymilk.

9. Grains

- a) CACFP Afterschool Meal Program: Under the Healthy Schools Amendment Act of 2011 and its subsequent amendments, all grain products must be whole grain-rich. “Whole grain-rich” means grains meeting FNS whole-grain requirements, having at least 50% whole grains and where the remaining grains are enriched.
- b) Meat and meat alternates may be used to meet the entire breakfast grains requirement a maximum of three times a week.
- c) Breakfast cereals are defined in 21 CFR 170.3(n)(4) as ready-to-eat and instant and regular hot cereals. They must not contain more than 6 grams of sugar per dry ounce.

10. Vendors will describe any other alternative meal capabilities they can offer (vegan, dairy-free, etc.)

11. [If the Institution is an LEA]: Under the amendments to the D.C. Healthy Schools Act, the Vendor must provide a vegetarian food option as the main course for breakfast and lunch daily at all grade levels. This option must be rotated daily to avoid repetition and must be clearly labeled or identified as vegetarian. Vendors are encouraged to serve plant-based food options as the main course at breakfast and lunch daily to each student.

12. Meat and alternatives

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- a) All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal.
- b) All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.
- c) All meat or meat alternative products require CN labels, specifications and nutritional analysis, as applicable.
- d) Meat and meat alternatives with the exception of Hot Dogs, and Stromboli Beef and Cheese must not contain artificial flavoring, artificial colors, monosodium glutamate (MSG), Butylated Hydroxytoluene (BHT), Sodium Nitrite, and Sodium Bisulfate.
- e) All meat and meat alternates must be fully cooked.
- f) Products must meet the following quality requirements
  - i. Beef: USDA Grade A or better, 80% lean or better
  - ii. Pork: US No. 1 or No. 2
  - iii. Poultry: U.S. Government Grade A
  - iv. Seafood: Top grade
  - v. Eggs: USDA Grade A
- g) Alternate meat products must be made from edible and safe plant or animal sources and processed to remove some portion of the non-protein constituents. The Vendor must provide documentation proving that the contains at least 18% protein by weight when fully hydrated or formulated and 80% of the protein is casein as determined by the Protein Digestibility Corrected Amino Acid Score. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on a prepared basis. For a protein product mix, manufacturers should provide information on the amount by weight of dry alternate protein product in a protein mix, hydration instructions and how to combine the mix with meat or meat alternates. Acorns, chestnuts and coconuts are not meat alternates.
- h) Yogurt may not contain more than 23 grams of sugar per 6 ounces, may be plain or flavored, sweetened or unsweetened.
- i) Cooked dry beans or peas may be counted as either a vegetable or meat alternate, but not as both at the same meal.

13. Infant meals

- a) At every meal and snack, infants may be served breastmilk or formula or portions of both. However, it is recommended that breastmilk be served in place of formula from birth through 11 months.
- b) Infant formula must be iron-fortified and meet specifications outlined in USDA Memo Code [CACFP 02-2018](#).
- c) Meals are reimbursable when providing meal components that an infant is developmentally ready to accept. All food must be of a texture and consistency that is age appropriate. Sometimes, solid food is not developmentally appropriate for infants who

are 6 months or older. Institution must supply solid foods for a reimbursable meal even if a parent or guardian supplies breastmilk.

- d) All grain servings must be whole grain-rich. Infant cereal must be iron-fortified.
  - e) Infants may not be served fruit or vegetable juices.
14. Condiments will include jellies, ketchup, mustard, mayonnaise, salad dressing, dips, and hot sauce, as appropriate for the meal. All condiments must be individually packaged. All provided condiments will be articulated on monthly menus. All condiments should be .9 g – 1.5 oz. per serving

## E.2. SANITATION AND PREPARATION

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1. The Vendor shall ensure that its food preparation and transportation facilities meet Federal, State, District, and local health and sanitation requirements at all times.
2. The Institution, OSSE, and the U. S. Department of Agriculture reserve the right to inspect the Vendor'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. Inspections will be accomplished in accordance with USDA regulations.
3. The Vendor 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. Results of the inspections shall be submitted to the Institution and OSSE.
4. Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.
5. The Vendor 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.
6. The Vendor maintain an in-house HACCP continuous quality control program for the inspection and monitoring of incoming ingredients against specifications and grade and microbiological standards. The program must extend to the finished products, not just ingredients alone.
7. The Vendor shall develop and maintain a food safety program (HACCP) to ensure compliance with food handling, preparation, holding, storing and distribution industry standards.
8. The Vendor shall monitor and evaluate the food safety program (HACCP) to ensure compliance with current Federal, State, and Local Food Safety Standards and Regulations.
9. The Vendor shall develop and maintain a program for warehousing and distribution to ensure the following:
  - a) Usage of first-in-first-out principles;
  - b) Product shelf life is monitored;
  - c) Items are free of damage;
  - d) Correct items and quantities are selected and delivered;

- e) Customer satisfaction is monitored;
  - f) Product discrepancies and complaints are resolved and corrective action is initiated;
  - g) Supplier of Federal Drug Administration (FDA) initiated food recalls are promptly reported to the Contracting Officer's Technical Representative (COTR);
  - h) Compliance with Environmental Protection Agency (EPA) and Office of Safety and Health Administration (OSHA) requirements; and
  - i) Salvaged items or products are not to be used.
10. The Vendor shall establish and maintain a stored products pest management program that establishes pest management practices for food and other collected non-food items. Also, the Vendor shall monitor and evaluate the program for compliance in accordance with accepted industry standards. These standards shall include but not be limited to the Code of Federal Regulations, Title 21, part 110, Good Manufacturing Practices, the Federal Drug and Cosmetic Act of 1938, and pertinent state and local laws and regulations.

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## SECTION F: OTHER VENDOR REQUIREMENTS

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### F.1. OTHER SERVICES REQUIRED FROM VENDOR

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1. Vendor agrees to make available to Institutions a knowledgeable representative who is well versed in all aspects of the associated Federal and State regulations and in the process of accounting for and reporting commodities usage on a timely and accurate basis. In the event the Vendor has not shipped to the Institution all products in their possession that contain commodities by the end of the service year they may carry the balance over to next service year provided that a contract with the Institution is in effect for the next service year or in the process of renewal. If the contract is not renewed, the Vendor will, at the Institution discretion, pay the Institution the value of the remaining commodities or deliver the unopened cases to the Institution designated by the Institution for the benefit of the programs.
2. The Vendor must keep the Institution informed of new products, new brands or labels, or promotions that would be advantageous to the operations of the Institution's program, inclusive of point-of-sale materials and give-a-way promotions.
3. "Buy America" Provisions - [Applicable to SFAs only](#)
  - a) The Vendor agrees to purchase food and food products in accordance with the "Buy America" Provisions in the Richard B. Russell National School Lunch Act's (NSLA) including Public Law 105-336, section 12(n) of the NSLA (42 USC 1760(n) to purchase domestically grown and processed Foods, to the maximum extent practicable. This provision supports American agriculture. A domestic commodity or product is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were domestically grown.
  - b) The Institution shall require the Vendor to provide assurance to comply with Buy American provision by providing grower product label/information so that the Institution can determine country of origin before ordering.

- c) Limited exceptions to the Buy American provision will be allowed. To allow the exception, the Institution shall determine that other domestic sources of the product are not available, the product is not easily substituted, and it is not the best time to purchase a product. Educare DC must approve the use of non-domestic product (s) before delivery. OSSE must approve all exemptions. If exception shall be allowed; it is as a last resort. These exceptions include:
    - i. A product not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality; or
    - ii. Costs of a United States product is significantly higher than the non-domestic product.
    - iii. The Vendor must notify the Institution of any food items that is not in compliance with the "Buy American" clause (non-domestic product(s)).
4. Vendor Record-Keeping
- a) The Vendor shall maintain records demonstrating that the Institution is fulfilling its responsibilities under applicable law to provide meals and snacks to children enrolled in CACFP programs. These records should include delivery tickets, purchase orders, production records for this contract and other evidence to prove payment, claims, and the number of meals provided.
  - b) At a minimum, the Vendor shall keep records demonstrating for each delivery:
    - i. the number of meals by meal type (breakfast, lunch, dinner, snack) and meal pattern type (infant ages 0-5 months & 6-11 months, children ages 12-24 months, 2-5, 6-13, 13-18, adults, food service workers) delivered to each delivery destination.
    - ii. the total costs charged to each delivery destination
    - iii. the menu controlling that delivery
    - iv. receipts of payment from the Institution.
  - c) The books and records of the Vendor 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. The books and records shall be made available for audit by OSSE, USDA, and Institution representatives, and the Comptroller General of the United States at any reasonable time and place.
5. The Vendor will enter into adequate data sharing, reporting, and crediting agreements with any and all distributors delivering processed end products to the Institution.

## F.2. RESPONSIBLE VENDORS REQUIREMENTS

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### **Equal Opportunity**

The following clause is applicable when a contract is worth more than \$10,000 unless the 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 Vendor agrees as follows:

1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, disability, age, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are

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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 Vendor 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 Vendor will, in all solicitation or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, disability, age, sex, or national origin.
3. The Vendor 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 Vendor'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 Vendor 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 Vendor 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 Vendor'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 Vendor 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 Vendor 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 Vendor may request the United States to enter into such litigation to protect the interests of the United States, in the event the Vendor becomes involved in, or is threatened with, litigation with a sub-Vendor 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

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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.

The Vendor 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 team "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 Vendor or sub-Vendor to be utilized in the performance of a contract or sub-contracts. Where a location or site of operations

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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 Vendor 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.

**Contract Work Hours and Safety Standards Act**

The Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C §327-330, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the Vendor shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.

SCHEDULE A: INSTITUTION SAMPLE MENU

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**\* INSTITUTION  
shall attach a sample  
CYCLE MENU**

**Provide a minimum of -21 serving days of menus for each meal type included in this solicitation.**

**A separate cycle menu shall be provided for infant meals if this solicitation includes infant meals.**

SCHEDULE B: VENDOR SAMPLE MENU

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**VENDOR**  
**shall attach a proposed**  
**CYCLE MENU**

**Provide a minimum of 21 serving days of menus for each meal type included in this solicitation. A month is strongly encouraged. A separate cycle menu shall be provided for infant meals if this solicitation includes infant meals.**

**SCHEDULE C: MEAL PATTERNS FOR CHILDREN AGES 1-18**

1. Provide three components at breakfast (milk, fruit or vegetables, and grains)

<b>Breakfast</b> (Select all three components for a reimbursable meal)			
<b>Food Components and Food Items</b>	<b>Ages 1-2</b>	<b>Ages 2-5</b>	<b>Ages 6-12 &amp; 13-18<sup>1</sup></b>
<b>Fluid Milk</b>	<b>4 fluid ounces<sup>2</sup></b>	<b>6 fluid ounces<sup>3</sup></b>	<b>8 fluid ounces<sup>4</sup></b>
<b>Vegetables<sup>5</sup>, fruits,<sup>6</sup> or portions of both<sup>7</sup></b>	<b>¼ cup</b>	<b>½ cup</b>	<b>½ cup</b>
<b>Grains<sup>8</sup></b>	<b>½ oz. or equivalent</b>	<b>½ oz. or equivalent</b>	<b>1 oz. or equivalent</b>
Whole grain-rich bread	½ slice	½ slice	1 slice
Whole grain-rich bread product, such as biscuit, roll or muffin	¼ cup	¼ cup	½ cup
Whole grain-rich cooked breakfast cereal, cereal grain, and/or pasta	¼ cup	¼ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold)			
Flakes or rounds	½ cup	½ cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup
Granola	1/8 cup	1/8 cup	¼ cup

<sup>1</sup> Larger portions than specified may be needed to serve nutritional needs of children 13-18 years.

<sup>2</sup> Milk must be unflavored, whole milk, and may be lactose free or creditable soy types.

<sup>3</sup> Milk must be unflavored and either low-fat (1 percent or less) or fat-free (skim), and may be lactose free or creditable soy types.

<sup>4</sup> Milk must be unflavored, low fat (1 percent or less) or fat-free (skim), and may be lactose free or creditable soy types.

<sup>5</sup> 1 cup of leafy greens is equivalent to a ½ cup of vegetables.

<sup>6</sup> A ¾ cup of dried fruit is equivalent to a ½ cup of fruit.

<sup>7</sup> Vendor may provide both fruit and vegetable servings at breakfast

<sup>8</sup> Meat and meat alternates may be used to meet the entire breakfast grains requirement a maximum of three times a week. One ounce of an edible portion of meat and meat alternates is equal to one ounce equivalent of grains.

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2. Provide five components at lunch and supper (milk, fruit, vegetables, grains, meat/alternates)

<b>Lunch and Supper (Select all five components for a reimbursable meal)</b>			
<b>Food Components and Food Items</b>	<b>Ages 1-2</b>	<b>Ages 2-5</b>	<b>Ages 6-12 &amp; 13-18<sup>1</sup></b>
<b>Fluid Milk</b>	<b>4 fluid ounces</b>	<b>6 fluid ounces</b>	<b>8 fluid ounces</b>
<b>Meat/meat alternates<sup>12</sup></b>	<b>1 oz. or equivalent</b>	<b>1 ½ oz. or equivalent</b>	<b>2 oz. or equivalent</b>
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces
Tofu, or like alternate protein products <sup>9</sup>	1 ounce	1 ½ ounce	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces
Large Egg	½	¾	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp.	3tbsp.	4tbsp.
Yogurt	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce= 50% <sup>10</sup>	¾ ounce = 50%	1 ounce = 50%
<b>One or two vegetable<sup>11</sup> servings</b>	<b>⅛ cup</b>	<b>¼ cup</b>	<b>½ cup</b>
<b>Zero or one fruit servings</b>	<b>⅛ cup</b>	<b>¼ cup</b>	<b>½ cup</b>
<b>Grains</b>	<b>½ oz. or equivalent</b>	<b>½ oz. or equivalent</b>	<b>1 oz. or equivalent</b>
Whole grain-rich bread	½ slice	½ slice	1 slice
Whole grain-rich bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving
Whole grain-rich cooked breakfast cereal, <sup>11</sup> cereal grain, and/or pasta	¼ cup	¼ cup	½ cup

<sup>9</sup> Only edible portions of meat or alternates count towards weight

<sup>10</sup> These products may not meet more than 50% of the meat/alternate requirement.

<sup>11</sup> Cooked dry beans or peas may be counted as either a vegetable or meat alternate, but not as both at the same meal.

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3. Provide two of the five bolded components for snack (milk, meat/alternates, vegetables, fruit, grains)

<b>Snack</b> (Select two of the five components for a reimbursable snack)			
<b>Food Components and Food Items</b>	<b>Ages 1-2</b>	<b>Ages 3-5</b>	<b>Ages 6-12 &amp; 13-18<sup>1</sup></b>
<b>Fluid Milk<sup>2</sup></b>	<b>4 fluid ounces<sup>3</sup></b>	<b>4 fluid ounces<sup>4</sup></b>	<b>8 fluid ounces<sup>5</sup></b>
<b>Meat/meat alternates<sup>12</sup></b>	<b>½ oz. or equivalent</b>	<b>½ oz. or equivalent</b>	<b>1 oz. or equivalent</b>
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce
Tofu, soy product, or alternate protein products	½ ounce	½ ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce
Large egg	½	½	½
Cooked dry beans or peas	<sup>1/8</sup> cup	<sup>1/8</sup> cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp.	1 tbsp.	2tbsp.
Yogurt, <sup>13</sup> plain or flavored unsweetened or sweetened	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce
<b>Vegetables<sup>15</sup></b>	<b>½ cup</b>	<b>½ cup</b>	<b>¾ cup</b>
<b>Fruits<sup>7</sup></b>	<b>½ cup</b>	<b>½ cup</b>	<b>¾ cup</b>
<b>Grains<sup>10</sup></b>	<b>½ oz. or equivalent</b>	<b>½ oz. or equivalent</b>	<b>1 oz. or equivalent</b>
Whole grain-rich bread	½ slice	½ slice	1 slice
Whole grain-rich bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving
Whole grain-rich cooked breakfast cereal, cereal grain, and/or pasta	¼ cup	¼ cup	½ cup
Whole grain-rich ready-to-eat breakfast cereal (dry, cold)			
Flakes or rounds	½ cup	½ cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup
Granola	<sup>1/8</sup> cup	<sup>1/8</sup> cup	¼ cup

SCHEDULE D: INFANT MEAL PATTERNS

Birth through 5 months: All Meals and Snacks	
4-6 fluid ounces breastmilk <sup>12</sup> or formula	

6 months through 11 months		
Food Component and Food Items	Breakfast, Lunch, or Dinner	Snacks
Breastmilk or Infant Formula	6-8 fluid ounces breastmilk or formula; <b>and</b>	2-4 fluid ounces breastmilk or formula; <b>and</b>
Grains or Meat/Alternates	0-4 tablespoons: infant cereal 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 ½ cup of yogurt; or a Combination of the above; <b>and</b>	0-1/2 slice bread; or 0-2 crackers; or 0-4 tablespoons infant cereal or ready-to-eat breakfast Cereal; <b>and</b>
Vegetable or fruit or a combination of both	0-2 tablespoons	0-2 tablespoons

<sup>12</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.

**SCHEDULE E: ADULT MEAL PATTERNS**

Served to adults performing labor necessary for food service operations.

Food Components and Food <sup>1</sup> Items	Breakfast	Lunch & Supper	Snack
<b>Fluid Milk<sup>13</sup></b>	<b>8 fluid ounces</b>	<b>8 fluid ounces</b>	<b>8 fluid ounces</b>
<b>Meat/meat alternates</b>	<b>2 oz. or equivalent</b>	<b>2 oz. or equivalent</b>	<b>1 oz. or equivalent</b>
Lean meat, poultry, or fish		2 ounces	1 ounce
Tofu, or like alternate protein products <sup>14</sup>		2 ounces	1 ounce
Cheese		2 ounces	1 ounce
Large Egg		1	½
Cooked dry beans or peas <sup>15</sup>		½ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters		4tbsp.	2tbsp.
Yogurt		8 ounces or 1 cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds <sup>16</sup>		1 ounce = 50%	1 ounce = 50%
<b>Fruit<sup>17</sup> and/or Vegetables<sup>18</sup></b>	<b>1/2 cup combined</b>		
<b>Fruit<sup>17</sup></b>		<b>½ cup</b>	<b>½ cup</b>
<b>Vegetables<sup>18</sup></b>		<b>½ cup</b>	<b>½ cup</b>
<b>Grains (oz. eq)</b>	<b>2 oz. or equivalent</b>	<b>2 oz. or equivalent</b>	<b>1 oz. or equivalent</b>
Whole grain-rich bread	2 slices	2 slices	1 slice
Whole grain-rich bread product, such as biscuit, roll or muffin	2 servings	2 servings	1 serving
Whole grain-rich cooked breakfast cereal, cereal grain, and/or pasta	1 cup	1 cup	½ cup
Whole grain-rich ready-to-eat breakfast cereal (dry, cold)			
Flakes or rounds	2 cups		1 cup
Puffed	2 ½ cups		1 ¼ cups
Granola	½ cup		¼ cup

<sup>13</sup> Milk must be unflavored, lactose-free, creditable soy milk, low-fat (1% or less) or fat-free (skim). Six ounces (or ¾ cup) of yogurt may satisfy the milk requirement once per day, but may not be credited as both milk and a meat alternate in the same meal.

<sup>14</sup> Only edible portions of meat or alternates count towards weight

<sup>15</sup> Cooked dry beans or peas may be counted as either a vegetable or meat alternate, but not as both at the same meal.

<sup>16</sup> These products may not meet more than 50% of the meat/alternate requirement.

<sup>17</sup> A ¾ cup of dried fruit is equivalent to a ½ cup of fruit.

<sup>18</sup> 1 cup of leafy greens is equivalent to a ½ cup of vegetables.

**SCHEDULE F: GRAIN-BASED DESSERTS**

<b>Grain Based Desserts No Longer Allowable in the CACFP</b>		
<b>Group C</b>	<b>Oz Eq for Group C</b>	<b>Minimum Serving Size for Group C</b>
<ul style="list-style-type: none"> <li>• Cookies (plain-includes vanilla wafers</li> <li>• Pie crust (in dessert pies, cobbler, fruit turnovers)</li> </ul>	1 oz. eq = 34 gm or 1.2 oz. 3/4 oz. eq = 26 gm or 0.9 oz. 1/2 oz. eq = 17 gm or 0.6 oz. 1/4 oz. eq = 9 gm or 0.3 oz.	1 serving = 31 gm or 1.1 oz. 3/4 serving = 23 gm or 0.8 oz. 1/2 serving = 16 gm or 0.6 oz. 1/4 serving = 8 gm or 0.3 oz.
<b>Group D</b>	<b>Oz Eq for Group D</b>	<b>Minimum Serving Size for Group D</b>
<ul style="list-style-type: none"> <li>• Doughnuts (cake and yeast raised, unfrosted)</li> <li>• Cereal bars, breakfast bars, granola bars (plain)</li> <li>• Sweet roll (unfrosted)</li> <li>• Toaster pastry (unfrosted)</li> </ul>	1 oz. eq = 55 gm or 2.0 oz. 3/4 oz. eq = 42 gm or 1.5 oz. 1/2 oz. eq = 28 gm or 1.0 oz. 1/4 oz. eq = 14 gm or 0.5 oz.	1 serving = 50 gm or 1.8 oz. 3/4 serving = 38 gm or 1.3 oz. 1/2 serving = 25 gm or 0.9 oz. 1/4 serving = 13 gm or 0.5 oz.
<b>Group E</b>	<b>Oz Eq for Group E</b>	<b>Minimum Serving Size for Group E</b>
<ul style="list-style-type: none"> <li>• Cereal bars, breakfast bars, granola bars (with nuts, dried fruit, and/or chocolate pieces)</li> <li>• Cookies (with nuts, raisins, chocolate pieces and/or fruit purees)</li> <li>• Doughnuts<sup>4</sup> (cake and yeast raised, frosted or glazed)</li> <li>• Sweet rolls<sup>4</sup> (frosted)</li> <li>• Toaster pastry<sup>4</sup> (frosted)</li> </ul>	1 oz. eq = 69 gm or 2.4 oz. 3/4 oz. eq = 52 gm or 1.8 oz. 1/2 oz. eq = 35 gm or 1.2 oz. 1/4 oz. eq = 18 gm or 0.6 oz.	1 serving = 63 gm or 2.2 oz. 3/4 serving = 47 gm or 1.7 oz. 1/2 serving = 31 gm or 1.1 oz. 1/4 serving = 16 gm or 0.6 oz.
<b>Group F</b>	<b>Oz Eq for Group F</b>	<b>Minimum Serving Size for Group F</b>
<ul style="list-style-type: none"> <li>• Cake (plain, frosted)</li> <li>• Coffee cake</li> </ul>	1 oz. eq = 82 gm or 2.9 oz. 3/4 oz. eq = 62 gm or 2.2 oz. 1/2 oz. eq = 41 gm or 1.5 oz. 1/4 oz. eq = 21 gm or 0.7 oz.	1 serving = 75 gm or 2.7 oz. 3/4 serving = 56 gm or 2 oz. 1/2 serving = 38 gm or 1.3 oz. 1/4 serving = 19 gm or 0.7 oz.

Source: USDA, CACFP 16-2017, Grain –Based Desserts in the Child and Adult Care Food Program, Exhibit A: Grain Requirement for Child Nutrition Programs. 6/30/2017. Retrieved from:

<https://fns-prod.azureedge.net/sites/default/files/cacfp/CACFP16-2017os.pdf>

<https://foodbuyingguide.fns.usda.gov/Content/TablesFBG/ExhibitA.pdf>

[https://www.cacfp.org/files/3815/8439/2062/2020\\_FNS\\_Crediting\\_Handbook.pdf](https://www.cacfp.org/files/3815/8439/2062/2020_FNS_Crediting_Handbook.pdf)

## ATTACHMENT A: OPTIONS FOR INSTITUTIONS TO CHOOSE

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### **Options to Award Multiple Contracts (B.1 & B.5)**

Educare DC may deem it necessary to award this bid to multiple Vendors based on the ability of one or more Vendors to effectively supply all products listed at competitive prices. Educare DC reserves the right to award to multiple Vendors, using criteria as specified in the evaluation and award provision section.

**Vendors should provide pictures of their meals in lieu of food tasting.**

### **Reserving the Right to Buy Off-Bid (E.3.)**

Educare DC reserves the right to make opportunity buys from reputable local farmers due to seasonal volume, weather considerations, etc. If product is purchased directly from the farmer or cooperative, the Vendor may be asked to deliver the locally grown produce to regular delivery sites.

### **Incorporating School Garden Produce (E.3.)**

Educare DC reserves the right to purchase or accept produce that is sold or donated by any garden operated by, or on behalf of, a D.C. Public School or D.C. Public Charter School, a community-based organization, or community garden within the District of Columbia. Educare DC may approach the Vendor to informally solicit bids in accordance with D.C. MUN. REGS. tit. 27 § 1800 (2019) when purchasing produce from an eligible garden that does not appear on this RFP's price list and valued between \$10,000 and \$100,000.

### **Reserving the Right to Contact Additional References (Form A.6)**

List at least 3 references of on-going or recently performed school or child care food procurement: Educare DC reserves the right to contact additional references to supplement those given in the questionnaire.

### **GFPP Preamble Language (E.1.)**

Educare DC works to provide the highest quality meals to its participants and views meals as an essential component to participant health, wellbeing, and future success. Educare DC is participating in the Good Food Purchasing Program, a metric-based, flexible framework that encourages large institutions to direct their purchasing power towards five core values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition. To help Educare DC make progress toward this goal, Vendor may be asked to source produce adhering to these values.

### **Vegetarian option (E.1.12) If the Institution is not an LEA**

The Vendor must provide a vegetarian food option as the main course for any meal or snack served at all grade levels if the meal is provided at a Public School. This option must be rotated daily to avoid repetition and must be clearly labeled or identified as vegetarian. Vendors are encouraged to serve plant-based food options as the main course at breakfast and lunch daily to each participant.

### **Vegetarian option (E.1.12) If the Institution is an LEA**

Under the amendments to the D.C. Healthy Schools Act, the Vendor must provide a vegetarian food option as the main course for breakfast and lunch daily at all grade levels. This option must be rotated daily to avoid repetition and must be clearly labeled or identified as vegetarian. Vendors are encouraged to serve plant-based food options as the main course at breakfast and lunch daily to each participant. In addition, the Vendor must provide a vegetarian food option as the main course at any other meal or snack served at all grade levels. Vendors are encouraged to serve plant-based food options as the main course at breakfast and lunch daily to each participant.

**Farm to School Language (F.1.)**

As feasible, Educare DC hopes to coordinate staff and participant visits to farms. The District understands the busy nature of farm life, so educational opportunities may be tailored to the interest level and capacity of each farmer.

**Vendor providing materials/information to highlight farm-to-school programs (F.1)**

- The Vendor will provide the Institution with materials (menus, posters, displays, etc.) providing information about the farm/farmers/school garden from which food was source.
- The Vendor will provide the Institution with information highlighting nutrition, agriculture, and food system careers to showcase career opportunities within food-related fields.

**Vendor supporting programs that highlight farm-to-school programs (F.1)**

- The Vendor will support the Institution by providing materials, data, and/or staffing for implementing waste audits or other hands-on educational activities related to food waste education and work with the Institution to implement at least two strategies recommended by the waste audit report or findings.
- The Vendor will participate in the Institution farm to school events like Strawberries and Salad Greens Day and Growing Healthy Schools Month, schedule permitting.
- The Vendor will visit the Institution cafeteria, classrooms, and/or the school garden at least once annually to promote the importance of farming and agriculture with participants.
- The Vendor will host at least one educational session for the Institution families and community members annually.
- The Vendor will participate in "Meatless Mondays" campaign or any equivalent meatless day program.
- The Vendor will provide garden maintenance such as watering, weeding, and harvesting.

**Farm to School Delivery (D.2)**

- When feasible, the Vendor will deliver produce within 24 to 48 hours of harvest, unless the product can be cold stored for longer periods of time or delivered frozen.
- The Vendor will provide only disposable flatware, dishes, napkins or other service items that are compostable.

**Local foods requirement (E.1)**

- 15% of total dollars spent annually on foods costs for the Institution will come from local farms or producers as based on HSA or from GFPP Level 1 local food sources. The Vendor will submit reports to the Institution outlining local food costs.
- The Vendor will offer menu items that are culturally appropriate for institution's demographic composition.

**Traceability Language (F.1.)**

The vendor must provide fresh fruit and vegetables in season.

The Vendor will provide a quarterly summary report, stating the farm supplies, local produce, amount and type purchased for that period.

The Vendor will provide a quarterly summary report, documenting:

- All farm and local produce suppliers (Include name and contact info);
- Amount and type (for example, fresh fruit and vegetables) of items purchased for that period.

The report must be forwarded each quarter (**deadline confirmed upon acceptance of RFP**) to Patricia Dela Torre, Director of Comprehensive Services, via email to [pdelatorre@educaredc.org](mailto:pdelatorre@educaredc.org); or mailed to her at Educare DC, 640 Anacostia Ave, NE., WDC, 20019.

**Commented [PDT4]:** Deleted the whole paragraph and substitute it with this one sentence.

**( Week 1)**

**Site/Center Name: Educare DC**

Meal Type	Components	Minimum Serving Sizes			Day of Week				
		Ages 1-2	Ages 3-5	Ages 6-12 & 13-18	Monday	Tuesday	Wednesday	Thursday	Friday
<b>BREAKFAST</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk
	Grains	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c cooked	Whole wheat flakes	Wheat bagel With cream cheese	WG Toasted Oats	Rice Crispies	WG Apple Oatmeal
	Meat/ Alternate (May replace grains 3x/wk maximum)	1 oz.**	1-½ oz. **	2 oz. **					
	Fruit/Vegetable	¼ c.	½ c.	½ c.	Pear slices	Banana slices	Mixed fruit	Apple Slice	Peach slice
<b>LUNCH/SUPPER</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk
	Grains	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c	WG Ziti with chicken	WW Bread	WW Roll	WW Bread	WW Bread
	Meat/Alternate**	1 oz.**	1-½ oz. **	2 oz. **	Chicken	Chicken chili	Hamburger Slider	Ravioli with tomato sauce	BBQ chicken leg
	Fruit	1/8 c.	¼ c.	½ c.	Banana	Pineapple chunks	Watermelon	Oranges	Apple sauce
	Vegetable	1/8 c.	¼ c.	½ c.	Tossed Salad	Broccoli Cheese Salad	Bean Medley	Peas	California blend vegetables
	Other (optional)								
<b>SNACK- choose 2</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)					
	Bread/Alternate	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c	Wheat Thins	Granola	WW Pita Pizza	Soft Pretzel	Soft Breadsticks
	Meat/Alternate**	1 oz.**	1-½ oz. **	2 oz. **	String Cheese	Vanilla Yogurt	Cheese		Cheese cubes
	Fruit	½ c.	½ c.	¾ c.				Applesauce	
	Vegetable	½ c.	½ c.	¾ c.					
	Other (optional)								

\*WW - Whole Wheat    \*WG- Whole Grain

**( Week 2)**

**Site/Center Name: Educare DC**

Meal Type	Components	Minimum Serving Sizes			Day of Week				
		Ages 1-2	Ages 3-5	Ages 6-12 & 13-18	Monday	Tuesday	Wednesday	Thursday	Friday
<b>BREAKFAST</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk
	Grains	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c cooked	WG Rice Chex	WW Blueberry Bagel with butter	WG Kix	Bran Muffin	WG Blueberry Peach Oatmeal
	Meat/ Alternate (May replace grains 3x/wk maximum)	1 oz.**	1-½ oz. **	2 oz. **					
	Fruit/Vegetable	¼ c.	½ c.	½ c.	Tangerine	Banana slices	Mixed fruit	Applesauce	Pears
<b>LUNCH/SUPPER</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk
	Grains	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c	WG Roll	WW Bread	WW Bread	Brown Rice	WG Pasta
	Meat/Alternate**	1 oz.**	1-½ oz. **	2 oz. **	Turkey Sloppy Joe	Cheese Melt	Shepherd's Pie	Maryland Style Chicken	WG Mac and Cheese
	Fruit	1/8 c.	¼ c.	½ c.	Banana	Watermelon	Peaches	Oranges	Apple sauce
	Vegetable	1/8 c.	¼ c.	½ c.	Corn and Edamame	Tomato Soup	Pineapple Mango Salsa	Snap Peas and Carrot	Mixed vegetables
	Other (optional)								
<b>SNACK- choose 2</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)					
	Bread/Alternate	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c	Graham Crackers	Saltines	WW Flatbread	WG Cereal Snack Mix	Triscuits
	Meat/Alternate**	1 oz.**	1-½ oz. **	2 oz. **		Yogurt	Cheese		Cucumber slices
	Fruit	½ c.	½ c.	¾ c.	Diced Peaches			Diced Pears	
	Vegetable	½ c.	½ c.	¾ c.					
	Other (optional)								

\*WW - Whole Wheat

\* WG – Whole Grain

**( Week 3)**

**Site/Center Name: Educare DC**

Meal Type	Components	Minimum Serving Sizes			Day of Week				
		Ages 1-2	Ages 3-5	Ages 6-12 & 13-18	Monday	Tuesday	Wednesday	Thursday	Friday
<b>BREAKFAST</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk
	Grains	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c cooked	Whole wheat flakes	Wheat bagel With cream cheese	WG Toasted Oats	Rice Crispies	WG Oatmeal
	Meat/ Alternate (May replace grains 3x/wk maximum)	1 oz.**	1-½ oz. **	2 oz. **					
	Fruit/Vegetable	¼ c.	½ c.	½ c.	Banana slices	Peach slice	Oranges	Apple sauce	Mixed Fruit
<b>LUNCH/SUPPER</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk
	Grains	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c	WG Pasta	WG Pizza	WW Bread	WG Pasta	WW Bread
	Meat/Alternate**	1 oz.**	1-½ oz. **	2 oz. **	WW Turk-a -roni	Cheese	Chicken Nuggets	Spinach Manicotti	BBQ chicken leg
	Fruit	1/8 c.	¼ c.	½ c.	Banana	Pineapple chunks	Watermelon	Pears	Melon
	Vegetable	1/8 c.	¼ c.	½ c.	Southwest Salad	Garden Salad	Potato Soup	Winter Blend Vegetables	Sweet Potato
	Other (optional)								
<b>SNACK- choose 2</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)					
	Bread/Alternate	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c	Wheat Thins	Granola	Soft Pretzel WW Pita Pizza	WW Pita	Soft Breadsticks
	Meat/Alternate**	1 oz.**	1-½ oz. **	2 oz. **	String Cheese	Vanilla Yogurt		Cheese	Cheese cubes
	Fruit	½ c.	½ c.	¾ c.			Applesauce		
	Vegetable	½ c.	½ c.	¾ c.					
	Other (optional)								

\*WW - Whole Wheat      \*WG – Whole Grain

**( Week 4)**

**Site/Center Name: Educare DC**

Meal Type	Components	Minimum Serving Sizes			Day of Week				
		Ages 1-2	Ages 3-5	Ages 6-12 & 13-18	Monday	Tuesday	Wednesday	Thursday	Friday
<b>BREAKFAST</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk
	Grains	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c cooked	WG Rice Chex	Wheat bagel With cream cheese	WG Toasted Oats	WG Kix	WG Oatmeal
	Meat/ Alternate (May replace grains 3x/wk maximum)	1 oz.**	1-½ oz. **	2 oz. **					
	Fruit/Vegetable	¼ c.	½ c.	½ c.	Pear slices	Oranges	Mixed fruit	Apple Slice	Peach slice
<b>LUNCH/SUPPER</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk
	Grains	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c	WG Ziti with chicken	WW Bread	WW Roll	WW Bread	WW Bread
	Meat/Alternate**	1 oz.**	1-½ oz. **	2 oz. **	Chicken	Chicken chili	Hamburger Slider	Ravioli with tomato sauce	BBQ chicken leg
	Fruit	1/8 c.	¼ c.	½ c.	Banana	Apple sauce	Pineapple Chunks	Watermelon	Tangerine
	Vegetable	1/8 c.	¼ c.	½ c.	Tossed Salad	Broccoli Cheese Salad	Bean Medley	Peas	California blend vegetables
	Other (optional)								
<b>SNACK- choose 2</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)					
	Bread/Alternate	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c	Graham Crackers		WW Flatbread	Soft Pretzel	Soft Breadsticks
	Meat/Alternate**	1 oz.**	1-½ oz. **	2 oz. **		Vanilla Yogurt	Cheese		Cheese cubes
	Fruit	½ c.	½ c.	¾ c.	Mixed Fruit	Banana		Applesauce	
	Vegetable	½ c.	½ c.	¾ c.					
	Other (optional)								

\*WW - Whole Wheat \* WG- Whole Grain

**( Week 5)**

**Site/Center Name: Educare DC**

Meal Type	Components	Minimum Serving Sizes			Day of Week				
		Ages 1-2	Ages 3-5	Ages 6-12 & 13-18	Monday	Tuesday	Wednesday	Thursday	Friday
<b>BREAKFAST</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk
	Grains	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c cooked	Whole wheat flakes	Wheat bagel With cream cheese	Bran Muffin	Rice Crispies	WG Apple Oatmeal
	Meat/ Alternate (May replace grains 3x/wk maximum)	1 oz.**	1-½ oz. **	2 oz. **					
	Fruit/Vegetable	¼ c.	½ c.	½ c.	Pear slices	Banana slices	Mixed fruit	Apple Slice	Melon
<b>LUNCH/SUPPER</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk	Whole Milk 1% Milk
	Grains	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c	WG Ziti with chicken	WW Bread	WW Roll	WW Bread	WW Bread
	Meat/Alternate**	1 oz.**	1-½ oz. **	2 oz. **	Chicken	Chicken chili	Hamburger Slider	Ravioli with tomato sauce	BBQ chicken leg
	Fruit	1/8 c.	¼ c.	½ c.	Banana	Pineapple chunks	Watermelon	Oranges	Apple sauce
	Vegetable	1/8 c.	¼ c.	½ c.	Tossed Salad	Broccoli Cheese Salad	Bean Medley	Peas	California blend vegetables
	Other (optional)								
<b>SNACK- choose 2</b>	Fluid Milk*	½ c. (4 fl. oz.)	¾ c. (6 fl. oz.)	1 c. (8 fl. oz.)					
	Bread/Alternate	½ slice, or ¼ c.	½ slice or ¼ c	1 slice or ½ c	Wheat Thins	Granola	Saltines	Soft Pretzel	Soft Breadsticks
	Meat/Alternate**	1 oz.**	1-½ oz. **	2 oz. **	String Cheese	Yogurt	Cheese		Cheese cubes
	Fruit	½ c.	½ c.	¾ c.				Applesauce	
	Vegetable	½ c.	½ c.	¾ c.					
	Other (optional)								

\*WW - Whole Wheat \* WG – Whole Grain