Child and Adult Care Food Program

Formal Purchase Food Service Agreement

Request for Proposal (RFP) – Unitized Meals Only



Solicitation and Sample Agreement

Presented by:

Agency Name: Impact LA

**Solicitation** (Scope of Work)

2 CFR 200.319(d)(1)(2)

1. The Vendor will provide the following prepared meals [select all that apply]:  
    Breakfast  Lunch  Supper  Snack
2. The Vendor will provide milk for each of the prepared meals [select all that apply]:

Breakfast  Lunch  Supper  Snack

1. The meals, including snacks, will be [select one option]:

Delivered by the Vendor  Picked up by the Agency

1. The agreed upon delivery schedule is as follows [select all that apply]:

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

1. The agreed upon time of delivery is as follows [select all that apply]:

Morning  Afternoon  Evening

1. The delivery time agreed upon by both parties is between the hours of [insert the delivery window timeframe]: 2PM and 6PM
2. The number of delivery sites, agreed upon by both parties, is [enter the number of delivery sites]:

all Northern California centers. Note: Specify the delivery site details, address, city, state, zip, and delivery dates and times, agreed upon by both parties, in the space provided under the section titled *Delivery Site Details*.

1. Proper containers to maintain the required temperatures of food and milk, while in transit, will be provided by [select one option]:

The Vendor  The Agency

1. Meal substitutions for program participants with disabilities or dietary restrictions will be provided by [select one option]:

The Vendor  The Agency

1. The number of meals and cost of each meal, to be supplied per this agreement, will be as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Meal Type** | **Estimated Servings Per Day\*** | **Estimated Number of Serving Day** | **Unit Price Per Meal  (Proposed by Vendor)** | **Total Price  (Proposed by Vendor)** |
| Breakfast |  |  | $       each | $ |
| AM Snack |  |  | $       each | $ |
| Lunch |  |  | $       each | $ |
| PM Snack |  |  | $       each | $ |
| Supper | 592 | 100 | $       each | $ |
| Evening Snack |  |  | $       each | $ |

\*The Agency may adjust the number of meals per the details provided in Item No. 11

1. The Vendor agrees to allow the Agency to adjust the number of meals each [select a frequency]:

Daily  Weekly  Monthly

1. As noted above, in Item 10, the adjustment to the number of meals must be submitted by the Agency to the Vendor in the following format [select one option]: By Phone  By Email  By Fax
2. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that are delivered outside of the agreed upon delivery time [select one option]:

Yes  No

1. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that do not meet the sanitation and safety requirements at the time of delivery [select one option]:

Yes  No

1. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that do not meet the CACFP meal requirements [select one option]:

Yes  No

1. The Vendor agrees, in carrying out the provisions of this agreement, they will provide a detailed invoice (for each billing cycle) that details the total number of meals and snack, by meal type, with the price per meal, total charges, and any taxes or additional fees assessed at the time of invoice [select one option]:

Yes  No

1. The Vendor agrees to provide temperature logs to the Agency [select one option]:

Yes  No

1. The Vendor agrees to serve meals and snacks that meet the CACFP Meal Pattern requirements as specified in 7 CFR, sections 226.20(a) through 226.20(c), as applicable, **and** must always meet the current regulations (including any changes or updates to the meal pattern requirements over the course of the contract) [select one option]:

Yes  No

1. The Vendor understands that the Agency is unable to use federal funds to cover the cost of the meals that do not meet the federal requirements [select one option]:  
    Yes  No
2. The Vendor agrees to sign and return the following certifications: Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Equal Employment, Drug-Free Workplace Requirements, and any other required certifications (if applicable) [select one option]:   
    Yes  No
3. The Vendor agrees to submit a proposed 21-Day Cycle Menu (please refer to the Sample 21-Day Cycle Menu provided on Page       by the Agency) [select one option]:  
    Yes  No

1. Please specify all delivery sites, delivery location details, and delivery time details

|  | **Name of Entity** | **Address** | **City** | **Day** | **Time** | **Window** |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Apricot Valley Elementary | 1320 Henley Pkwy, Patterson, CA 95363 | Patterson | Mon - Fri | Morning  Afternoon  Evening | 2PM to 6PM |
| 2 | Grayson Elementary School | 301 Howard Rd, Westley, CA 95387 | Westley | Mon - Fri | Morning  Afternoon  Evening | 2PM to 6PM |
| 3 | Creekside Middle School | 535 Peregrine Dr, Patterson, CA 95363 | Patterson | Mon - Fri | Morning  Afternoon  Evening | 2PM to 6PM |
| 4 | Northmead Elementary School | 625 L St, Patterson, CA 95363 | Patterson | Mon - Fri | Morning  Afternoon  Evening | 2PM to 6PM |
| 5 | Las Palmas Elementary | 624 W Las Palmas Ave, Patterson, CA 95363 | Patterson | Mon - Fri | Morning  Afternoon  Evening | 2PM to 6PM |
| 6 | Walnut Grove Elementary | 775 N Hartley St, Patterson, CA 95363 | Patterson | Mon - Fri | Morning  Afternoon  Evening | 2PM to 6PM |
| 7 |  |  |  |  | Morning  Afternoon  Evening |  |
| 8 |  |  |  |  | Morning  Afternoon  Evening |  |
| 9 |  |  |  |  | Morning  Afternoon  Evening |  |
| 10 |  |  |  |  | Morning  Afternoon  Evening |  |

1. Any additional requirements agreed upon between the Agency and the Vendor must be notated below at the time of this agreement [enter the specific details or enter N/A]:

* Deliver fresh meals daily and/or weekly.
* Assist with providing refrigerator for food storage.

**Schedule of Events (Key Action Dates)**

Prospective Vendors are hereby advised of the following Schedule of Events (Key Action Dates) as it relates to the Agency’s solicitation and sample agreement. Prospective Vendors must adhere to the Request for Proposal (RFP) timeline as specified below. Please note, the Agency may modify any part of the RFP prior to the date fixed for submission of proposals by the issuance of an Addendum to the original location of the Request for Proposal.

| **Date** | **Action** |
| --- | --- |
| 12/15/2023 | Public Notice – Request for Proposal |
| 12/20/2023 | Questions from prospective vendors must be received by 6:00  a.m.  p.m. |
| 12/25/2023 | Answers from Agency will be provided to prospective vendors by 12:00  a.m.  p.m. |
| 12/28/2024 | Proposals must be received by 6:00  a.m.  p.m. |
| 1/2/2024 | Notification of selected Vendor |

**Term of Agreement**

The term of the Agreement will be for a one-year period beginning January 8, 2024 through January 8, 2025 and may have up to four (4) optional renewal years upon agreement by both parties. The Agreement may not exceed $425,174.4 over the entire term of the agreement. The effective date is either the proposed award date or the date of approval of the Agreement by the Agency, whichever is later. Work shall not commence until the effective date.

**Evaluation and Award**

The agency staff shall evaluate each proposal to determine how responsive the firm is to the specific requirements contained in this RFP. Each proposal will be examined for the presence of required information as specified in the submission requirements of this RFP. The submission requirements are mandatory and failure to fully comply may be deemed grounds for automatic rejection. Award, if made, will be to the to the responsible Vendor whose proposal is most advantageous to the Agency, with price and other factors considered. Each prospective vendor will be evaluated on the following factors:

|  |  |  |  |
| --- | --- | --- | --- |
| Evaluation Criteria | Maximum Points | Scoring Matrix | |
| Administrative Requirements: did the respondent include all required information in accordance with the solicitation instructions and requirements? | 10 points (pts) | Yes | 10 pts |
| No | 0 pts |
| Experience with the Child and Adult Care Food Program (CACFP) | 10 points (pts) | Yes | 10 pts |
| No | 0 pts |
| Does the respondent demonstrate a complete understanding of the agency’s food service program and its service requirements, as described in the solicitation, and do they demonstrate the ability to perform those services to the agency’s satisfaction? | 20 points (pts) | Yes | 20 pts |
| No | 0 pts |
| The financial stability of the respondent. | 15 points (pts) | Yes | 15 pts |
| No | 0 pts |
| Corporate capability and experience as measured by years in the food service management industry. | 10 points (pts) | 9+ years | 10 pts |
| 7-8 years | 8 pts |
| 5-6 years | 6 pts |
| 3-4 years | 4 pts |
| Less than 3 years | 2 pts |
| Corporate capability and experience as measured by current number of California SFA’s served. | 10 points (pts) | 20 + | 10 pts |
| 15—19 | 8 pts |
| 10—14 | 6 pts |
| 5—9 | 4 pts |
| Less than 5 | 2 pts |
| Cost (the total anticipated contract value) | 25 points (pts) | Lowest | 25 pts |
| 2nd Lowest | 20 pts |
| 3rd Lowest | 15 pts |
| 4th Lowest | 10 pts |
| 5th Lowest | 5 pts |
| Total Points Possible | 100 points | Total Points Assessed: | |

**Sample 21-Day Cycle Menu** (The Agency is providing a *Sample* 21-Day Cycle Menu – please see below)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Monday** | **Tuesday** | **Wednesday** | **Thursday** | **Friday** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Meal Pattern Requirements**

The meal pattern requirements may change over the course of the contract and the vendor is obligated to provide meals and snacks that always meet the current regulations.

[7 CFR 226.20(a): Requirements for meal – Food components](https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-226/subpart-E/section-226.20#p-226.20(a))

[7 CFR 226.20(b): Requirements for meal – Infant meals](https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-226/subpart-E/section-226.20#p-226.20(b))

[7 CFR 226.20(c): Requirements for meal – Meal patterns for children age1 through 18 and adult participants](https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-226/subpart-E/section-226.20#p-226.20(c))

**Submission of Proposals**

1. Proposals should provide straightforward and concise descriptions of the proposing firm’s ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
2. All documents contained in the original proposal package shall have original signatures and must be signed by a person who is authorized to bind the proposing firm.
3. A non-responsive proposal is one that does not meet the basic proposal requirements.
4. Proposals shall be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
5. The agency reserves the right to reject all proposals. The agency is not required to award an agreement.
6. Before submitting proposals to this solicitation, proposers should review such response, correct all errors, and confirm compliance with the RFP requirements.
7. The agency may reject any and all overly responsive proposal(s) and may waive any immaterial deviation in a proposal. The agency’s waiver of an immaterial deviation shall in no way modify the proposal document nor excuse the proposer from full compliance with all requirements if awarded the Contract.
8. No oral understanding or agreement shall be binding upon either party.

**Award and Protest**

If any proposing firm, prior to the award of the Contract(s), files a protest with Impact LA [insert Agency name] and the, on the grounds that the (protesting) firm would have been awarded a Contract had Impact LA [insert Agency Name] correctly applied the evaluation standard in the RFP, or had Impact LA [insert Agency Name] followed the evaluation and scoring methods in the RFP, the Contract(s) shall not be awarded until either the protest has been withdrawn or the Department of Social Services [or CACFPB] has decided the matter. It is suggested that the firm submit any protest by certified or registered mail.

Within five (5) working days after filing the initial protest, the protesting firm shall file with the Impact LA [insert Agency Name] a full and complete written statement specifying the grounds for the protest. It is suggested that the firm submit this complete written statement by certified or registered mail.

**The Americans with Disability Act Amendments Act of 2008**

The American with Disability Act (ADA) Amendments Act (ADAAA) of 2008 was signed into law in September 2008 and became effective on January 1, 2009. The detailed guidance is referenced in Public Law, Sections 110-325, ADAAA.

Title II of the Americans with Disabilities Act of 1990 and the ADAAA prohibits discrimination based on disability by state and local governments. The ADA and Section 504 of the Rehabilitation Act of 1973 address issues pertaining to both physical access and program access.

Per the U.S. Department of Agriculture (USDA) Policy Memo, CACFP 14-2017: Modifications to Accommodate Disabilities in the Child and Adult Care Food Program; program operators must ensure that breakfast, lunch, snack, or milk (meals) offered through the CACFP meet the respective meal pattern requirements established in the program regulations. Federal law and USDA regulations further require program operators to make reasonable modifications to accommodate participants with disability, which includes providing special meals, at no extra charge, to participants with a disability that restricts the participant’s diet.

Program operators must accommodate meal modifications within the Child Nutrition Programs (CNP). The program operator (agency) will notify the vendor, of any meal modification(s) necessary within their CNP, at least 7 days hours/days (e.g., 48 hours) prior to the delivery of the meal **or** when the agency receives notification of the required meal modification(s).

**Nondiscrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at <http://www.ascr.usda.gov/complaint_filing_cust.html> and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

(1)       Mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410

(2)       Fax:    202-690-7442

(3)       E-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**Authorization Agreement**

We,       [insert name of prospective vendor], by our signature on this document certify the following:

1. We will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. The terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the RFP issued by Impact LA [insert Agency name].
5. That we have made examinations and verifications and are fully conversant with all conditions under which services are to be performed for Impact LA [insert Agency name].
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

Vendor Name:

Address:

City:       State:       Zip:

Email Address:

Web Site Address:

Name of Authorized Representative:

Title of Authorized Representative:

Signature of Authorized Representative:

Date Signed:

Child and Adult Care Food Program

Formal Purchase Food Service Agreement

Request for Proposal (RFP) – Unitized Meals Only



Sample Agreement\*

Presented by:

Agency Name: Impact LA

*\*After selection and award of a vendor, the following sample   
agreement will be completed by the Agency and signed by both parties.*

|  |  |  |
| --- | --- | --- |
| **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_****Pages** | **AGREEMENT OR PURCHASE ORDER NUMBER** | **AGENCY CNIPS ID** |
|  |  |
| **PROGRAM YEAR** |
|  |

|  |  |
| --- | --- |
|  | |
| 1. | This Agreement is entered into between the Agency (program operator) and Vendor named below: |
|  | **AGENCY’S NAME (PROGRAM OPERATOR)** |
|  |  |
|  | **VENDOR NAME (AWARDED VENDOR)** |
|  |  |
| 2. | The initial term (base year) of this Agreement is (must include month/date/year):             ,       through            , |
| 3. | The maximum amount of this Agreement is (must include maximum amount to this Agreement in dollars and cents): $      . |
|  | Both parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this agreement: CPU 20 – Formal Purchase Food Service Agreement (Request for Proposal - Unitized Meals Only) |

|  |  |  |  |
| --- | --- | --- | --- |
| **Exhibits** | **Title** | **# of Pages** | **Included** |
| Exhibit A | Scope of Work | Page(s) |  |
| Exhibit B | General Terms and Conditions | Page(s) |  |
| Exhibit C | Cost Per Meal Table | Page(s) |  |
| Exhibit D | Certifications (if applicable) | Page(s) |  |
| Exhibit E | 21-Day Cycle Menu from Vendor | Page(s) |  |
| Exhibit F | Nondiscrimination Statement | Page(s) |  |

*\*If any additional documents were included in this agreement, they must be notated (attach an additional page if necessary).*

In witness whereof, this Agreement has been executed by the parties hereto. The Agency’s solicitation and Vendor’s proposal (response) are incorporated by reference and made a part of this Agreement.

**Important:** This Agreement is not effective until fully executed (signed by both parties with signature dates). The effective date of this Agreement must be on or after the executed signature dates (by both parties).

|  |  |
| --- | --- |
| **VENDOR** | |
| VENDOR’S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* | |
|  | |
| BY *(Authorized Signature)* | DATE SIGNED |
| ✍ |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING *(If other than an individual, state whether a corporation, partnership, etc.)* | |
|  | |
| ADDRESS | |
|  | |
| **AGENCY (Program Operator)** | |
| AGENCY’S NAME (Program Operator) | |
|  | |
| BY *(Authorized Signature)* | DATE SIGNED |
| ✍ |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING *(If other than an individual, state whether a corporation, partnership, etc.)* | |
|  | |
| ADDRESS | |
|  | |

**Exhibit A (Scope of Work)**

2 CFR 200.319(d)(1)(2)

**Point of Contacts**

|  |  |
| --- | --- |
| Agency Name: | Vendor Name: |
| Program Operator Contact: | Authorized Representative: |
| Address: | Address: |
| Phone: | Phone: |
| Fax: | Fax: |
| Email: | Email: |

**Term of Agreement**

The term of the Agreement will be for a one-year period beginning       through       and may have up to four (4) optional renewal years upon agreement by both parties. The Agreement may not exceed $      over the entire term of the agreement. The effective date is either the proposed award date or the date of approval of the Agreement by the Agency, whichever is later. Work shall not commence until the effective date.

1. The Vendor will provide the following prepared meals [select all that apply]:  
    Breakfast  Lunch  Supper  Snack
2. The Vendor will provide milk for each of the prepared meals [select all that apply]:

Breakfast  Lunch  Supper  Snack

1. The meals, including snacks, will be [select one option]:

Delivered by the Vendor  Picked up by the Agency

1. The agreed upon delivery schedule is as follows [select all that apply]:

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

1. The agreed upon time of delivery is as follows [select all that apply]:

Morning  Afternoon  Evening

1. The delivery time agreed upon by both parties is between the hours of [insert the delivery window timeframe]:       and
2. The number of delivery sites, agreed upon by both parties, is [enter the number of delivery sites]:

     . Note: Specify the delivery site details, address, city, state, zip, and delivery dates and times, agreed upon by both parties, in the space provided under the section titled *Delivery Site Details*.

1. Proper containers to maintain the required temperatures of food and milk, while in transit, will be provided by [select one option]:

The Vendor  The Agency

1. Meal substitutions for program participants with disabilities or dietary restrictions will be provided by [select one option]:

The Vendor  The Agency

1. The number of meals and cost of each meal, to be supplied per this agreement, will be as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Meal Type** | **Estimated Servings Per Day\*** | **Estimated Number of Serving Day** | **Unit Price Per Meal  (Proposed by Vendor)** | **Total Price  (Proposed by Vendor)** |
| Breakfast |  |  | $       each | $ |
| AM Snack |  |  | $       each | $ |
| Lunch |  |  | $       each | $ |
| PM Snack |  |  | $       each | $ |
| Supper |  |  | $       each | $ |
| Evening Snack |  |  | $       each | $ |

\*The Agency may adjust the number of meals per the details provided in Item No. 11

1. The Vendor agrees to allow the Agency to adjust the number of meals each [select a frequency]:

Daily  Weekly  Monthly

1. As noted above, in Item 10, the adjustment to the number of meals must be submitted by the Agency to the Vendor in the following format [select one option]:

By Phone  By Email  By Fax

1. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that are delivered outside of the agreed upon delivery time [select one option]:

Yes  No

1. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that do not meet the sanitation and safety requirements at the time of delivery [select one option]:

Yes  No

1. The Vendor agrees that the Agency is not required or expected to pay the Vendor for meals that do not meet the CACFP meal requirements [select one option]:

Yes  No

1. The Vendor agrees, in carrying out the provisions of this agreement, they will provide a detailed invoice (for each billing cycle) that details the total number of meals and snack, by meal type, with the price per meal, total charges, and any taxes or additional fees assessed at the time of invoice [select one option]:

Yes  No

1. The Vendor agrees to provide temperature logs to the Agency [select one option]:

Yes  No

1. The Vendor agrees to serve meals and snacks that meet the CACFP Meal Pattern requirements as specified in 7 CFR, sections 226.20(a) through 226.20(c), as applicable, **and** must always meet the current regulations (including any changes or updates to the meal pattern requirements over the course of the contract) [select one option]:

Yes  No

1. The Vendor understands that the Agency is unable to use federal funds to cover the cost of the meals that do not meet the federal requirements [select one option]:  
    Yes  No
2. The vendor agrees to sign and return the following certifications: Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Equal Employment, Drug-Free Workplace Requirements, and any other required certifications (if applicable) [select one option]:   
    Yes  No
3. The Vendor agrees to submit a proposed 21-Day Cycle Menu (please refer to the Sample 21-Day Cycle Menu provided in the Solicitation, on Page       by the Agency) [select one option]:  
    Yes  No
4. Please specify all delivery sites, delivery location details, and delivery time details:

|  | **Name of Entity** | **Address** | **City** | **Day** | **Time** | **Window** |
| --- | --- | --- | --- | --- | --- | --- |
| 1 |  |  |  |  | Morning  Afternoon  Evening |  |
| 2 |  |  |  |  | Morning  Afternoon  Evening |  |
| 3 |  |  |  |  | Morning  Afternoon  Evening |  |
| 4 |  |  |  |  | Morning  Afternoon  Evening |  |
| 5 |  |  |  |  | Morning  Afternoon  Evening |  |
| 6 |  |  |  |  | Morning  Afternoon  Evening |  |
| 7 |  |  |  |  | Morning  Afternoon  Evening |  |
| 8 |  |  |  |  | Morning  Afternoon  Evening |  |
| 9 |  |  |  |  | Morning  Afternoon  Evening |  |
| 10 |  |  |  |  | Morning  Afternoon  Evening |  |

1. Any additional requirements agreed upon between the Agency and the Vendor must be notated below at the time of this agreement [enter the specific details or enter N/A]:



**Mid-Contract Price Changes**

The Vendor agrees to consult with the Agency regarding any unexpected or unforeseen circumstances that may result in a modification to the originally agreed upon cost per meal (for fixed-price contracts only) contract at the time of execution (base year or optional renewal years).

Should it become necessary to implement a price adjustment, the Vendor agrees to support the action by an appropriate standard or cost index (e.g., Consumer Price Index).

The Vendor agrees to provide the proposed modification and supporting documentation in writing, to the Agency, with an appropriate response time of at least       (e.g., a 30-day notice with a 2-week review and response time).

The Vendor acknowledges that any proposed modification may be accepted or denied at the sole discretion of the Agency, the Vendor is not authorized to implement any proposed modification without the acceptance and approval by the Agency.

**Cost Price Index**

The contract price may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home insert one CPI regional index: Los Angeles, West Region, San Francisco or San Diego (CPI)].

The       (Agency to insert Month/Year) CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the Agency. CPI Fee increases for the upcoming Contract renewal year must be submitted to the Agency. Of note, the CPI fee increases should be applied to individual meal or unit costs.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the Agency to rebid the Contract.

**Exhibit B**

**General Terms and Conditions**

**General:**

* The Agency and Vendor agree to operate in accordance with the Child and Adult Care Food Program (CACFP) regulations set forth in Title 7, Code of Federal Regulations (7 CFR), Part 226.
* The Agency will monitor for compliance with the terms of this agreement, including the review of the Vendor’s meal documentation, as specified above, to assure that the provided meals meet the CACFP meal pattern requirements prior to submitting the request for CACFP meal reimbursements in the Child Nutrition Information and Payment System (CNIPS).
* The Agency agrees to pay for the number of meals ordered for the amount specified within this agreement, unless otherwise negotiated and agreed upon with the Vendor. The Agency agrees that any adjustments to the number of meals ordered must be communicated to the vendor within the agreed upon timeframe, as specified in this agreement.
* The Agency will notify the vendor, of any meal modification(s) necessary within their CNP, at least       hours/days (e.g., 48 hours) prior to the delivery of the meal **or** when the agency receives notification of the required meal modification(s). [ADA Amendments Act of 2008]
* The Agency 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; 7 CFR 226.6(i)(1).
* The Vendor shall maintain such records (supported by invoices, receipts or other evidence) as the institution will need to meet its responsibilities under this part, and shall promptly submit invoices and delivery reports to the institution no less frequently than monthly; 7 CFR 226.6(i)(2).
* The Vendor shall have Federal, State or local health certification for the plant in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times. In addition, the State agency may require the food service management company to 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 prepared. These bacteria 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 prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the institution and to the State agency; 7 CFR 226.6(i)(3).
* The meals served under the contract shall conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the institution and food service management company; 7 CFR 226.6(i)(4).
* The books and records of the food service management company pertaining to the institution's food service operation shall be available for inspection and audit by representatives of the State agency, of the Department, and of the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved; 7 CFR 226.6(i)(5).
* The Vendor shall operate in accordance with current Program regulations; 7 CFR 226.6(i)(6).
* The Vendor shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract; 7 CFR 226.6(i)(7).
* Meals shall be delivered in accordance with a delivery schedule prescribed in the contract; 7 CFR 226.6(i)(8).
* Increases and decreases in the number of meal orders may be made by the institution, as needed, within a prior notice period mutually agreed upon in the contract; 7 CFR 226.6(i)(9).
* All meals served under the Program shall meet the requirements of 7 CFR 226.20; 7 CFR 226.6(i)(10).
* All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State agency determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the State agency may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the State agency has evidence which indicates that this requirement is necessary to ensure compliance with 7 CFR 226.20. 7 CFR 226.6(i)(11).
* The Vendor agrees to ensure their food preparation facility is adequate to prepare the required and agreed on number of meals and snacks.
* The Vendor agrees to adhere to all federal, state, and local health and sanitation and certification requirements (the Vendor will provide a copy of such certifications upon request by the Agency).
* The Vendor agrees that it will make any and all modifications according to the ADAAA of 2008.
* The Vendor agrees to provide meals and snacks in accordance with the current CACFP Meal Pattern; 7 CFR 226.20.
* The Vendor agrees to provide all requested documentation to the Agency, prior to or at the time of the scheduled delivery or pick-ups, including but not limited to the following:
* Dated menus for all meals/snacks. The menus must specify each food item that meets the meal pattern requirements, type of milk, foods that are whole grain or whole grain-rich, names of breakfast cereals, etc.
* Documents that include the number of meals provided and delivered, specific foods provided to meet all required meal pattern requirements, serving size information for each food item, and the total quantities of all foods (optional unless requested by the Agency).
* Product information detailing the packaging, nutrition facts label, and ingredients for items (if served) such as breakfast cereal, tofu, yogurt, whole grain or whole grain-rich foods, tofu, etc.
* Product information for combination foods that contain more than one food component (e.g., meat and grain), child nutrition labels or product formulation statements for commercially prepared items (e.g., chicken nuggets, fish sticks, ravioli, meatballs, etc.), and standardized recipes for in-house prepared dishes (e.g., chicken noodle casserole).

**Termination [2 CFR Appendix II to Part 200]:**

* The Agreement may be terminated without cause by the Agency upon written notice to the Vendor, thirty days (30 days) prior to the date of termination.
* The Agency may terminate this Agreement should the Vendor fail to perform the requirements of this Agreement at the time and in the manner herein provided.
* Upon termination of the Agreement prior to the end of the contract period, the Agency will pay Vendor for all meals and snacks provided up to the effective date of termination. The Vendor shall submit all required documentation and other information.

**Contract Management [7 CFR 226.22(l)] and [2 CFR 200.318(i)]:**

* Agency shall maintain a contract administration system ensuring that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
* The Agency must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

**Compliance [7 CFR 226.22(l)] and 2 CFR Appendix II to Part 200:**

* Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](https://www.govinfo.gov/link/uscode/41/1908), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
* All contracts awarded in excess of $10,000 by institutions and their contractors shall contain a provision requiring compliance with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR part 60). 7 CFR 226.22(l)(3).
* For Agreements over $100,000, Vendor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1837(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Vendor shall report any violations to FNS and to the U.S. EPA Assistant Administrator for Enforcement (EN-329). 7 CFR 226.22(l)(6).
* Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](https://www.govinfo.gov/link/uscode/31/1352)) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](https://www.govinfo.gov/link/uscode/31/1352). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. 2 CFR Appendix II to Part 200.
* Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](https://www.ecfr.gov/current/title-2/section-180.220)) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](https://www.ecfr.gov/current/title-2/part-180) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 2 CFR Appendix II to Part 200.
* Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163). 7 CFR 226.22(l)(7).

**Force Majeure**

* + - 1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
      2. Force majeure does not include any of the following occurrences:
* Late delivery of meals caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market.
* Late performance by a Vendor unless the delay arises out of a force majeure occurrence.
* Inability of either the Vendor to acquire or maintain any required insurance, bonds, licenses, or permits.
  + - 1. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following workday or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand, sent by postal mail with a certified return receipt requested, or sent electronically and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall not extend the total contract period beyond one year.
      2. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

**The Americans with Disability Act Amendments Act of 2008**

The American with Disability Act (ADA) Amendments Act (ADAAA) of 2008 was signed into law in September 2008 and became effective on January 1, 2009. The detailed guidance is referenced in Public Law, Sections 110-325, ADAAA. Title II of the Americans with Disabilities Act of 1990 and the ADAAA prohibits discrimination based on disability by state and local governments. The ADA and Section 504 of the Rehabilitation Act of 1973 address issues pertaining to both physical access and program access.

Per the U.S. Department of Agriculture (USDA) Policy Memo, CACFP 14-2017: Modifications to Accommodate Disabilities in the Child and Adult Care Food Program; program operators must ensure that breakfast, lunch, snack, or milk (meals) offered through the CACFP meet the respective meal pattern requirements established in the program regulations. Federal law and USDA regulations further require program operators to make reasonable modifications to accommodate participants with disability, which includes providing special meals, at no extra charge, to participants with a disability that restricts the participant’s diet.

Program operators must accommodate meal modifications within the Child Nutrition Programs (CNP). The program operator (agency) will notify the vendor, of any meal modification(s) necessary within their CNP, at least       hours/days (e.g., 48 hours) prior to the delivery of the meal **or** when the agency receives notification of the required meal modification(s).

**Exhibit C**

**Cost Per Meal Table**

The number of meals and cost of each meal, to be supplied per this agreement, will be as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Meal Type** | **Servings Per Day\*** | **Number of Serving Days** | **Unit Price**  **Per Meal** | **Total Price** |
| Breakfast |  |  | $       each | $ |
| AM Snack |  |  | $       each | $ |
| Lunch |  |  | $       each | $ |
| PM Snack |  |  | $       each | $ |
| Supper |  |  | $       each | $ |
| Evening Snack |  |  | $       each | $ |
| **Grand Total** |  |  |  | $ |

\*The Agency may adjust the number of meals per the details provided in the Cost Per Meal table.

**Exhibit D**

**Certifications**

(Attach all certificates that are necessary for the contract, if applicable)

**Exhibit E**

**21-Day Cycle Menu from Vendor**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Monday** | **Tuesday** | **Wednesday** | **Thursday** | **Friday** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Exhibit F**

**Nondiscrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at <http://www.ascr.usda.gov/complaint_filing_cust.html> and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

(1)       Mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410

(2)       Fax:    202-690-7442

(3)       E-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.