



REQUEST FOR PROPOSAL (RFP) FOR THE FURNISHING OF MEALS

DISTRICT OF COLUMBIA CHILD NUTRITION PROGRAMS

CEDAR TREE ACADEMY PUBLIC CHARTER SCHOOL

2019 - 2020

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SECTION A: COVER PAGE – REQUEST FOR PROPOSAL (RFP)

RFP#: 06-01-2019-CTA**Bid Opening:**Issue Date: May 17, 2019**Date:** June 18, 2019Closing Date: June 17, 2019**Time:** 2:00 p.m**Location:** 701 Howard Road, SE

Issued By:

Name: Cedar Tree Academy Public Charter SchoolAddress: 701 Howard Road SECity, State, ZIP: Washington DC 20020Telephone Number: 202-610-4193Name of Company: Enter Name of Company HereStreet Address: Enter Address of Company HereCity, State, ZIP: Enter City, State, ZIP of Company HereTelephone Number: Enter Telephone Number of Company Here

Signature of Authorized Representative: _____

Title: Enter Title of Authorized Representative HereDate: [Click here to enter a date.](#)**Total Estimated Amount of Proposal:**

- **Base Year:** [Click here to enter text.](#)

Note:

By submission of this bid, the vendor 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 and Title of Institution/SFA Official

Signature

Date: _____

Name and Title of Vendor Official

Signature

Date: [Click here to enter a date.](#)



SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES & PRICE/COST

B.1 OVERVIEW

1. [Cedar Tree Academy PCS](#) in the District of Columbia is seeking a Vendor to furnish and deliver meals to [one](#) school sites participating in the Child Nutrition Programs including but not limited to the National School Breakfast (SBP), Lunch (NSLP), After-School Snack (ASSP), Fresh Fruit and Vegetable Program (FFVP), Child and Adult Care Food At-Risk Supper Program (CACFP), and the Summer Food Service Program (SFSP) established by the United States Department of Agriculture (USDA) code of Federal regulations, and the Healthy Schools Act sets forth the terms and conditions applicable to the proposed procurement. The successful bidder shall deliver in accordance with the menu requirements for each applicable program.

This solicitation is for the purpose of entering into a contract for the operation of a food service program for [Cedar Tree Academy PCS](#), herein referred to as the SFA.

The bidder is herein referred to as the Vendor. The contract will be between the SFA and Vendor.

2. [Cedar Tree Academy PCS](#) seeks **Unitized** meals. If more than one type of meal service is requested, detail is provided in C.1.
3. The Vendor will be responsible for accommodating disabilities in the School Meals Programs, in accordance with federal regulations
4. The purpose of this solicitation is to award a Vendor(s) to provide meals to [Cedar Tree Academy PCS](#), who shall also be recognized as the Ordering Agency
5. [Cedar Tree Academy PCS](#) contemplates award of an RFP in accordance with the Federal Procurement requirements and DC Public Charter School Board regulations and guidelines, as applicable.
6. The purpose of this solicitation is to award a **Fixed Price Contract**.

B.2 REQUIREMENTS BY YEAR

Base Year Requirements (2019 – 2020)

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Breakfast Meal (PK3 – PK4) Bread/Grain, Fruit, Milk Condiments, Utensils/Napkins	25,200	Each	Click here to enter text.	Click here to enter text.
2	Breakfast Meal (K-5) Bread/Grain, Fruit, Milk Condiments, Utensils/Napkin	10,800	Each	Click here to enter text.	Click here to enter text.
3	Breakfast Meal (6-8) Bread/Grain, Fruit, Milk Condiments, Utensils/Napkin	0	Each	Click here to enter text.	Click here to enter text.
4	Breakfast Meal (9-12) Bread/Grain, Fruit, Milk Condiments, Utensils/Napkin		Each	Click here to enter text.	Click here to enter text.
5	Lunch Meal (PK3 – PK4) Meat/Meat Alt Bread/Grain, Fruit Vegetable, Milk Condiments Utensils/Napkin	45,000	Each	Click here to enter text.	Click here to enter text.
6	Lunch Meal (K – 5) Meat/Meat Alt Bread/Grain, Fruit Vegetable, Milk Condiments Utensils/Napkin	14,400	Each	Click here to enter text.	Click here to enter text.
7	Lunch Meal (6 - 8) Meat/Meat Alt Bread/Grain, Fruit Vegetable, Milk Condiments Utensils/Napkin	0	Each	Click here to enter text.	Click here to enter text.
8	Lunch Meal (9 - 12) Meat/Meat Alt Bread/Grain, Fruit Vegetable, Milk Condiments Utensils/Napkin	0	Each	Click here to enter text.	Click here to enter text.
9	Snack Meal Fruit or Vegetable Bread/Grain Meat/Meat Alt Utensils/Napkin	26,100	Each	Click here to enter text.	Click here to enter text.
10	Supper Meal Meat/Meat Alt Bread/Grain, Fruit Vegetable, Milk Condiments and Utensils/Napkin	0	Each	Click here to enter text.	Click here to enter text.

Please note, all meal components must be in compliance with USDA meal pattern requirements, the requirements set out in section B.3, and all applicable attachments.

B.3 FOOD SPECIFICATIONS

All food items should meet all meal requirements set forth in 7 CFR 210.10 for lunch and snack, all meal requirements set forth in 7 CFR 220.8 for breakfast, the Final Rule: Child Nutrition Program Flexibilities for Milk, Whole Grains, and Sodium Requirements, the Healthy Schools Act, and Attachments A, B, C, and D within this RFP. Food items should also meet the following:

1. Meat / Meat Alternate

2. All meat and meat products, shall have been slaughtered, processed and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration. Meat and Meat alternatives with the exception of Hog Dogs, and Stromboli Beef and Cheese must not contain artificial flavoring, artificial colors, monosodium glutamate (MSG), Butylated Hydroxytoluene (BHT) Sodium Nitrite and Sodium Bisulfate.
 - Fully cooked
 - Beef – USDA Grade or better, 80% lean or better
 - Pork (US No. 1 or 2)
 - Poultry – US Government Grade A
 - Seafood – top grade
 - Eggs – USDA Grade A
 - Tofu – must be commercially prepared, with basic ingredients being whole soybeans, one or more food-grade coagulants (typically a salt or an acid), and water. A 2.2 oz. (¼ cup) serving of tofu that contains at least 5 grams of protein is creditable as 1 oz. equivalent meat alternate.
 - Soy Yogurt – a ½ cup (4 fluid oz.) serving is creditable as 1 oz. equivalent meat alternate.

3. Dairy

- All milk must be fat-free (skim) or low-fat (1% fat or less)
- At least two different milk varieties must be offered with each meal
- Fluid milk substitutes must meet the requirements in 7 CFR 210.10(d)
- 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

4. Salad Bar not applicable

- Salad bar must offer from every vegetable subgroup daily unless the subgroup is offered that day in another way.
 - Dark green vegetables
 - Beans and peas (legumes)
 - Red-orange vegetables
 - Starchy vegetables
 - Other vegetables
- Only low fat and fat free dressings are to be offered – must be offered in single serve packets

5. Alternative Meals

- ☐ At a minimum, the vendor must have the capability of providing a meat-free meal daily.
- ☐ Vendors will describe any other alternative meal capabilities they can offer (vegan, dairy-free, etc.)

6. Condiments

- 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 and nutrient analysis.
- All condiments should be .9 g – 1.5 oz. per serving

7. Utensils

- All appropriate utensils will be provided for eating – fork or spoon, napkin, straw. All utensils must meet the requirements set forth in C.4 Specifications for packaging.

8. Other

- Optional Clause: Preference will be given to Vendors who can provide locally grown or processed foods (from Delaware, D.C., Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia).

Upon award of the contract, the Vendor shall supply to the SFA the ingredient specifications and nutrient analysis of all items that are to be processed. The nutrient analysis shall indicate the portion size by weight and nutrient contribution as prescribed in accordance with USDA requirements for each food component provided. The Vendor shall also include the name of the software system used to prepare the analysis.

B.4 DEFINITIONS

These terms when used in this RFP have the following meanings:

- a) **"Alternative breakfast serving model"** means a model of serving breakfast, such as breakfast in the classroom or breakfast on grab-and-go carts, in which breakfast is; offered in one or more locations with high student traffic other than the cafeteria; and available after the start of the school day or both before and after the start of the school day; and that has been proven to increase student participation in breakfast relative to the traditional serving model, in which breakfast is served in the cafeteria before the start of the school day.
- b) **"Animal product"** means meat, poultry, seafood, dairy, eggs, honey, and any derivative thereof.
- c) **"Bid"** means an offer to perform the work described in the Request for Proposal at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- d) **"Bidder"** means a vendor submitting a bid in response to this Request for Proposal.
- e) **"Breakfast in the classroom"** means an alternative serving model where students eat breakfast in the classroom after the start of the school day.
- f) **"Vendor"** means a successful bidder who is awarded a contract by an Institution under the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch Programs and the Child and Adult Care Food At-Risk Supper Program, under the U. S. Department of Agriculture:
- g) **"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.
- h) **"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.
- i) **"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.
- j) **"LEA"** means Local Education Agency;
- k) **"SFA"** means School Food Authority;

- l) **“Request for Proposal”**, hereafter referred to as RFP, means the document used in soliciting bids through the formal advertising method of procurement. In the case of this program, the RFP becomes the contract upon acceptance by the Institution;
- m) **“Institution”** means the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch Programs and the Child and Adult Care Food At-Risk Supper Program institution that issues this RFP;
- n) **“Unitized meal”** means an individual pre-portioned 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;
- o) **“DoD Fresh”** means fresh fruits and vegetables available to eligible schools participating in NSLP through the Department of Defense Fresh Fruit and Vegetable Program;
- p) **“Donated Foods”** means foods purchased by USDA for donation in food assistance programs, or for donation to entities assisting eligible persons, in accordance with legislation authorizing such purchase and donation. Donated foods are also referred to as USDA Foods;
- q) **“Commodity Offer Value”** means the minimum value of donated foods that the distributing agency must offer to a school food authority participating in NSLP each school year. The commodity offer value is equal to the national per-meal value of donated food assistance multiplied by the number of reimbursable lunches served by the school food authority in the previous school year;
- r) **“Planned Assistance Level” (PAL)** means the total value of USDA foods available to eligible schools based on prior year participation in NSLP or an estimate provided by the State Agency;
- s) **“Entitlement”** means the value of donated foods a distributing agency is authorized to receive in a specific program, in accordance with program legislation;
- t) **“FFVP”** means the Fresh Fruit and Vegetable Program that provides all children in participating schools with a variety of free fresh fruits and vegetables throughout the school day. It is an effective and creative way of introducing a variety of fresh fruits and vegetables as healthy snack options;
- Vendor must supply SFA with a variety of fruits and vegetables each week that are different from the produce being served with school meals that day;
 - FFVP must be offered at least twice per week with a vegetable served as the tasting at least once a week. SFA reserves the right to order the fruits and vegetables to accommodate additional feeding days per week;
 - SFA shall send the Vendor a copy of their FFVP allocated funding, and Vendor will not spend more than allocated. Serving sizes and types of fruits and vegetables will be altered to fit within the budget;

- u) **"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.
- v) **"Product Formulation Statement"** means a manufacturer's product formulation statement (PFS) 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.
- w) **"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;
- x) **"Locally-grown"** means from a grower in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, and West Virginia;
- y) **"Locally-processed"** means processed at a facility in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.
- z) **"Geographic Preference"** applies when procuring unprocessed locally grown or locally raised agricultural products in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, and West Virginia (**optional**);
- aa) **"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;
- bb) **"Sustainable Agriculture"** means an integrated system of plant and animal production practices having a site-specific application that will, over the long-term satisfy human food and fiber needs. Enhance environmental quality and the natural resource base upon which the agriculture economy depends, make the most efficient use of nonrenewable resources and on-farm resources and integrate, where appropriate, natural biological cycles and

controls, sustain the economic viability of farm operations, and enhance the quality of life for farmers and society as a whole.

- cc) **"FNS"** – Food and Nutrition Services (USDA);
- dd) **"FDA"** – Food and Drug Administration ;
- ee) **"FSIS"** – USDA Food Safety and Inspection Service;
- ff) **"HACCP"** – Hazard Analysis and Critical Control Points (HACCP) - A preventative system to reduce the risk of foodborne illness through appropriate food handling, monitoring, and record keeping.
- gg) **"HACCP Plan"** - The written document based upon principles of HACCP specific to a facility that identifies procedures to be followed to prevent foodborne illness.
- hh) **"Good Agricultural Practices (GAPs) and Good Handling Practices" (GHPs)** - US Department of Agriculture (USDA) and FDA best practices to verify that fruits and vegetables are produced, packed, handled, and stored in the safest manner possible to minimize risks of microbial food safety hazards.
- ii) **"The Agricultural Marketing Service" (AMS)** develops descriptions for fresh produce quality and condition called U.S. Grade Standards. This uniform language is used to describe measurable quality and condition defects or absence of defects, such as shape, color, decay, bruising, etc. Grade standards help the buyer and the seller.
- jj) **What is Farm to School?** – 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:

Local Products in School Meals – breakfast, lunch, after-school snacks; and in classrooms: Snacks, taste tests, and educational tools.

Food systems nutrition education curriculum, and experiential learning opportunities such as school gardens, farm tours, farmer in the classroom sessions, culinary education, educational sessions for parents and community member, and visits to farmers' markets.

- kk) **Buy American Provision** – Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to

purchase, to the maximum extent practicable, domestic commodities or products. This Buy American Provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. <https://fns-prod.azureedge.net/sites/default/files/cn/SP38-2017os.pdf>



B.5 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- B.5.1 By submission of 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:
- B.5.2 The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B.5.3 Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly or indirectly to any other bidder or to any competitor;
- B.5.4 No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.
- B.5.5 Each person signing this bid certifies that:
- B.5.6 He is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a) (1) through (a) (3) above; or
- B.5.7 He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein, but that he has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify: and he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

Signature:

Vendor's Authorized Representative

[Click here to enter text.](#)

Title

[Click here to enter a date.](#)

Date

In accepting this bid, the institution 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.

Authorized Institution Representative

(Accepting a bid does not constitute acceptance of the contract.)

Note: Institution and Bidder shall execute this Certificate of Independent Price Determination

B.6 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.

Signature:

Vendor's Authorized Representative

[Click here to enter text.](#)

Title

[Click here to enter a date.](#)

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete This Form to Disclose Lobbying Activities Pursuant To 31 U.S.C. 1352

Type of Federal Actions:	Status of Federal Actions:	Report Type:	
<input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	<input type="checkbox"/> Bid/Offer/ Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-Award	<input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change <input type="checkbox"/> Post-Award	
		For Material Change Only:	
		Year: _____	Quarter: _____
		Date of Last Report: _____	
4. Name and address of Reporting Entity: Prime _____ Sub-awardee _____ Tier _____, if known: Congressional District, if known:			
5. If Reporting Entity in Number 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:			
6. Federal Department/Agency:			
7. Federal Program Name/Description:		CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____			
9. Award Amount, if known: \$ _____			
Attach Continuation Sheet(s) SF-LLL-A, If Necessary			
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned			

12. Form of Payment (check all that apply)☐ a. Cash☐ b. in-kind, Specify: ☐ Nature _____ ☐ Value _____**13. Type of Payment (check all that apply):**☐ a. retainer☐ b. one-time fee☐ c. commission☐ d. contingent fee☐ e. deferred☐ f. other; specify: _____**14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted for payment indicated in item:****Attach continuation sheet (s) SF-LLL, if necessary****15. Continuation Sheet(s) SF-LLL-A attached** ☐ Yes ☐ No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Print Name:

Title:

Telephone No:

Date:

INSTRUCTIONS FOR COMPLETION OF SF-LLL**DISCLOSURE OF LOBBYING ACTIVITIES**

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

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



16. The certifying official shall sign and date the form, print his or her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



B.7 REQUIREMENTS REGARDING PRICING, BIDDING, AND ORDERING

Bidders are asked to submit prices on the following meal types meeting the contract specifications set forth in Section B.3 for meals to be delivered to all the schools stated in Schedule A. For example:

A	B	C	D	E
Meal Type	Estimated Daily Servings	Estimated Serving Days	Unit Price	Subtotal Price
Breakfast	20	180	\$1.50	\$5,400.00
Lunch	50	180	\$2.50	\$22,500.00
Snack	50	180	\$0.75	\$6,750.00

F. USDA Foods \$_____ + DOD Fresh \$16,123.21 = Planned Assistance Level (PAL)\$16,123.21

G. Total Contract Price _____

- A. Institution shall indicate which meal types the Vendor will be providing meals for during the contract period. If unitized meals will be required, the institution must indicate so by placing "unitized meal" in parentheses after the meal type.
- B. Institution shall fill in the estimated number of meals that will be served each day by meal type during the contract period.
- C. Institution shall fill in the number of anticipated operating days that meals will be served during the contract period.
- D. The vendor shall insert the appropriate unit price for each meal type as indicated by the institution.
- E. Institution shall calculate subtotal of each meal type by multiplying B times C times D = Subtotal.
- F. The Planned Assistance Level (PAL) is equal to the sum of USDA Foods and DOD Fresh.
- G. Institution shall calculate total price by subtracting F from E = Total Contract Price.

1. Entitlement Discount Formulation – Example

Bidders will discount the unit price for each meal based on the total entitlement offered to the SFA using the below formula.

Vendor may pass the value of donated foods to the school by either:

- a) A discount or rebate for the case value of the amount of USDA Foods transferred to the Vendor (see Commodity Discount Calculation).

Entitlement Discount Calculation						
USDA Foods		DoD Fresh Fruits & Vegetable Program		Total USDA Foods Planned Assistance Level	Total Estimated Meals	Per Meal Entitlement
\$4,800.00		\$200.00		\$5,000.00	9,000	\$0.56
Meal Type	Estimated Daily Meals	% Meal Type	Estimated Total Serving Days	Total Estimated Meals Served	Vendor Price per Meal	Total Price
Lunch	50	100%	180	9,000	\$2.50	\$22,500.00
Vendor Price per Meal		Entitlement Discount		Adjusted Meal Price	Estimated Total Meals	Total Price
\$2.50		\$0.56		\$1.96	9,000	\$17,500.00
Total Savings						

- b) A discount or rebate for the value of amount commodities used in each meal delivered.

In either case the vendor must pass on the total value of USDA Foods received to the schools.

NOTE: In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

2. Basis and Award of Bid

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 Institution 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.

Award will be made to a responsive, responsible bidder or bidders based on the criteria in section M of this RFP.

3. Requirements Contract

- a) This is a requirements contract for the services specified in the RFP and attachments for the period set forth therein. The quantities or such services specified herein are estimates only and are not purchased hereby. In the event the Institution's requirements for services, set forth in, 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 the Schedule will be dependent upon the needs and requirements of the Institution.
- e) The Bidder 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, 3016.36, 3017, 3018, 3019.40, 2 CFR Part 200, 2 CFR Part 180 and FNS (USDA) instructions, policies and memorandum, as applicable, in addition to all state and local regulations, policies and procedures, including but not limited to the DC Healthy Schools Amendments Act of 2012, and all State Agency memorandum and requirements. It is the duty of the Vendor to apprise themselves of all Programs requirements and to bid only on those contracts for which it has the applicable knowledge and can suitably comply.

4. Pricing

Pricing shall be on menus which meet the Child Nutrition Meal Pattern requirements and Food Specifications as required by the Institution. Bid price must include price of food, milk, packaging, transportation and all other related costs (i.e. condiments, utensils, etc.).

5. Evaluation of Bidders

Each bidder will be evaluated based on the criteria set forth in Section M of this RFP.

6. Meal Orders

Institutions will order meals on Wednesday of the week preceding the week of delivery or another day that is agreed upon amongst the Institution and Vendor; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each public/private school type meal.

The Institution reserves the right to increase or decrease the number of meals ordered on a forty-eight hour notice or less if mutually agreed upon between the parties to this contract.

7. Menu Cycle Change Procedure

Meals shall be delivered on a daily basis in accordance with the menu requirements. Deviation (s) from the menu cycle shall be permitted only upon authorization of the Institution. Menus will be submitted one (1) month in advance of meal service for approval by Institution. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the Vendor from delivering a specified meal component, he shall notify the Institution immediately so substitutions can be agreed upon. The Institution reserves the right to suggest menu changes within the vendor's food cost periodically throughout the contract period.

8. Non-compliance

The Institution reserves the rights to inspect and determine the quality of food delivered and reject any meals, which do not comply with the requirements and specifications of the contract. The Vendor shall not be paid for:

- a) Meals that are spoiled or unwholesome at time of delivery;
- b) Meals that do not meet meal requirements set forth in 7CFR 210.10 and 7 CFR 220.8
- c) Meals that do not meet the specifications of this RFP
- d) Unauthorized menu changes;
- e) Incomplete meals;
- f) Meals not delivered within the specified delivery time period;
- g) Adulterated meals; and

The institution reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons, including closure of the Vendor by the Health Department for health

code violations. The Vendor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lower cost. The Institution or agency inspecting shall notify the Vendor, in writing, as to the number of meals rejected and the reasons for rejections.

If as a result of an Administrative Review by the State Agency, the Vendor shall not be paid for disallowed meals, if the SFA does not receive reimbursement for meals served that were not in compliance with the Federal regulations. The amount of the disallowance shall be deducted from the Vendor's invoice(s).



B.8 SUBMISSION OF BIDS

- a) This is an RFP, which means that it is a formal method of procurement that must be publicized, including evaluation factors, and the contract will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) Bidders are expected to examine carefully the specifications, schedules, attachments, terms, and conditions of this RFP. Failure to do so shall be at the bidder's risk.
- c) Bids shall be executed and submitted in duplicate (2 copies). If accepted, this RFP will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" shall govern should there be a variance between that copy of the bid and other copies submitted by the bidder. No change in the specifications or general conditions is allowed. The bidder shall initial erasures on this bid prior to submission.
- d) A copy of a current State or local health certificate assuring that all regulations for the preparation of food and the facilities are being met shall be submitted with the bid. Failure to comply with any of the above shall be reason for rejection of the bid.

FORMAT OF BIDS

The Format of the submitted proposal should have four (4) sections:

Section One will be titled Executive Summary. The Procurement Officer can review this section to determine if the vendor meets the Qualifications of the Bidder.

Section Two will be titled Pricing. In the Pricing section, the vendor places their proposed price per meal charged to the SFA.

Section Three will be titled Method of Approach and Implementation Plan. This section describes how the vendor will complete the Scope of Work responsibilities to the extent possible for evaluation purposes. This will include the 21 day cycle menu with all applicable nutritional information.

Section Four will be titled Bidder's Experience, Expertise and Reliability. In this section the vendor provides information about their knowledge and dependability. This will include the two (2) most recent health inspections.

Additionally, this RFP packet must be completed, including the Vendor Pre-Qualification Questionnaire outlined below.

VENDOR PRE-QUALIFICATION QUESTIONNAIRE

Company Name: Click here to enter text.

Address: Click here to enter text.

Contact Name: Click here to enter text. Title: Click here to enter text.

Telephone: Click here to enter text. Fax: Click here to enter text.

Email Address: Click here to enter text.

Website: Click here to enter text.

Company's Dun & Bradstreet Number: Click here to enter text.

Cedar Tree Academy PCS has the right to request Dunn & Bradstreet reports as it deems necessary.

List key personnel, title(s) and years with your Company:

Click here to enter text.

Type of Organization: ☐Corporation ☐Partnership ☐Other Click here to enter text.
☐Individual ☐Joint Venture (Please Specify)

How many years has your organization been in business as a school meal service provider?

Click here to enter text.

How many years has your organization been in business under its present business name?

Click here to enter text.

Does your organization qualify as a Certified Business Enterprise (CBE)? If so, please provide a copy of your certification. If not, could you qualify? Would you be willing to pursue certification?

Click here to enter text.

Is your organization a franchise operator?

Click here to enter text.

Will your organization use sub-Vendors for this contract?

Click here to enter text.

Financial Stability – List Trade, Bank & Insurance References we can contact:

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

List at least three references of on-going or recently performed services for Child Nutrition Programs in schools. Please also include the general scope of services, the term of your contract, and the name and telephone number of person(s) we may contact:

1. School: [Click here to enter text.](#)
 Contact: [Click here to enter text.](#)
 Telephone: [Click here to enter text.](#)
 Scope of Work: [Click here to enter text.](#)
 Contract Term: [Click here to enter text.](#)
2. School: [Click here to enter text.](#)
 Contact: [Click here to enter text.](#)
 Telephone: [Click here to enter text.](#)
 Scope of Work: [Click here to enter text.](#)
 Contract Term: [Click here to enter text.](#)
 Contract Term: _____
3. School: [Click here to enter text.](#)
 Contact: [Click here to enter text.](#)
 Telephone: [Click here to enter text.](#)
 Scope of Work: [Click here to enter text.](#)
 Contract Term: [Click here to enter text.](#)

Claims and Suits: (if the answer to any of the following questions is yes, please attach details.)

1. Has your organization ever failed to complete any work awarded to it? Choose an item.
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? Choose an item.
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? Choose an item.
4. Has your organization ever been temporarily closed by the Health Department for **any** reason? Choose an item.

1. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the RFP specifications, etc., must be requested, in writing, prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an RFP shall be furnished to all prospective bidders as an

amendment to the RFP, if such information is necessary to bidders in submitting bids on the RFP, or if the lack of such information would be prejudicial to uninformed bidders.

2. Acknowledgement of Amendments to RFPs

Signing and returning the amendment must acknowledge receipt of an amendment to an RFP by a bidder. Such acknowledgement must be received prior to the hour and date specified for bid opening. **See Attachment E.**

3. Bidders Having Interest in More Than One Bid

If more than any one person, by or in the name of a clerk, partner, or other person submits one bid, all such bids shall be rejected.

4. Time for Receiving Bids

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

5. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk and he cannot secure relief on the plea of error.

6. Award of Contract

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

7. Late Bids, Modifications of Bids or Withdrawals 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 not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid 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) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by email, fax and telegram is authorized. A bid may also be withdrawn, in person, by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c) The only acceptable evidence to establish the date of mailing of a late bid, modifications, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the 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, a late modification of an otherwise successful bid, which makes its terms more favorable to the Institution, will be considered at any time it is received and may be accepted.



SECTION C: SPECIFICATIONS / WORK STATEMENT

C.1 SCOPE

Cedar Tree Academy PCS is seeking a Vendor to furnish meals (unitized) to be served to children participating in the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch, After-School Snack, FFVP, Child and Adult Care Food At-Risk Supper Program, and the Summer Food Service Program (SFSP) established by the United States Department of Agriculture code of federal regulations and sets forth the terms and conditions applicable to the proposed procurement. All Meals furnished by the Vendor must also be in compliance with the Healthy Schools Act.

1. Vendor agrees to deliver meals (unitized) and milk to locations set out in **Schedule A**, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
2. Vendor agrees to deliver **Unitized** meals. The SFA reserved the right to determine the type of meal served at each site, to each grade, and for each meal service. If more than one type of meal service is requested, site, meal, and grade specific details are included here: [Click here to enter text.](#)
3. All meals furnished must meet or exceed U.S. Department of Agriculture requirements set out in attachments, attached hereto and made a part hereof. <http://www.fns.usda.gov/cnd>
4. **All meals furnished must meet or exceed the Healthy Schools Act requirements which can be found at <https://code.dccouncil.us/dc/council/code/titles/38/chapters/8A/>.** The Healthy Schools Act (HSA) Requirements are available in Attachment D.
5. Vendor shall furnish meals as ordered by the Institution during the period of **August 26, 2019 to June 19, 2020**. Meals shall be served according to Schedule B.
6. USDA Foods
 - a. The Vendor must credit the SFA for the value of all donated foods received for use in the SFAs meal service in the school year (including both planned assistance level and bonus foods), and including the value of donated foods contained in processed end products in accordance with § 250.51 (a);
 - b. The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited, is shown in Section B.7.
 - c. The method of determining the donated food values to be used in crediting is in accordance with §250.51 (c), or based on actual donated food values;
 - d. Activities relating to donated foods that the Vendor will be responsible for, in accordance with §250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250; are listed here:

- i. The Vendor will use all donated beef and pork products, and all processed end products, in the SFA's food service;
 - ii. The Vendor will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service;
 - iii. The procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value;
 - iv. The Vendor will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;
 - v. The Vendor will comply with the storage and inventory requirements for donated foods;
 - vi. The distributing agency, the SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the Vendor's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods;
 - vii. The Vendor will maintain records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b); and
 - viii. The extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.
7. Per 7 CFR210.16(a)(6), all federally donated foods received by the SFA and made available to the Vendor must accrue only to the benefit of the SFAs nonprofit food service and shall be fully utilized therein. The Vendor agrees to use all available USDA Foods and DOD fresh fruits and vegetables in meals prepared according to NSBP and NSLP standards. The Vendor will pass along the USDA Foods Planned Assistance Level (PAL) value available to the schools. The commodities can be utilized for those schools that have participated in the NSLP program for one year.
8. In the event a Vendor has not fully utilized the USDA Foods planned assistance level (PAL) by the end of the school year, the SFA may submit a request to the State Agency to carry the balance over to next school year. Vendor must credit SFA for the value of unused USDA food by the end of the school year in which the USDA Foods were received. If the contract is not renewed, the Vendor will, at the State Agency's discretion, pay the value of the remaining commodities or return the unopened cases for the benefit of the school. However, the Vendor cannot pay the SFA for any unused beef, pork, or processed products, but instead must return these to the SFA.
9. The Vendor agrees to serve locally-grown and unprocessed foods from growers engaged in sustainable agriculture practices whenever possible, and at minimum once daily.
10. The Vendor agrees to assume the responsibility of adhering to the Buy American provision on behalf of the SFA. The SFA participates in the NSLP and SBP and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or

products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21 (d). "Substantially" means over 51% from American products. The Vendor must be able to provide product label information that clearly shows country of origin for all food and beverage products in the meal program. For products which do not have country of origin labels, the Vendor must provide certification of domestic origin. In the event that the Vendor cannot obtain a domestic product due to availability and/or a significantly higher cost, and cannot find an appropriate substitute, the Vendor may request an exception from the SFA. Exceptions may be requested at any point during the school year, are approved at the discretion of the SFA, must be submitted prior to the purchase of the non-domestic food, and limited exceptions will be allowed. To request an exception, the Vendor must submit in writing to the SFA:

- i. Alternative substitute(s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute(s); and
 - b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- ii. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.
- iii. The time period for which the Vendor is requesting to purchase this item from a non-domestic source.

11. The Vendor must keep SFA 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.
12. 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 SFA and the SFA reserves the right to approve or deny these requests based on federal and local regulations.
13. The Vendor shall submit samples of all food items indicated in this Offer to the SFA on or before June 7, 2019. Failure to submit samples shall be cause for rejection of the offer. Samples shall be evaluated to determine compliance with all characteristics listed in the Invitation for Bid. Failure to furnish samples by the time specified herein shall be cause for the offer to be rejected.
14. The Vendor shall submit five (5) samples of five (5) breakfast and five (5) lunch meals, according to the food specifications per the attached sample menu attached.

15. Failure of samples to conform to all characteristics listed in the food specification attached hereto may be cause for rejection of the offer.
16. Products delivered under any resulting contract shall strictly comply with the approved samples and according to the specifications.
17. The Vendor can offer a la carte food service program if free, reduce and paid reimbursable meals are available for all eligible students upon approval from the SFA.
18. The food service operation must always remain in conformance with [Cedar Tree Academy PCS](#) agreement under the Program. The Vendor's operations must remain in conformance with this agreement.

C.2 USE OF ADVISORY GROUP/MENUS

1. [Cedar Tree Academy](#) is responsible for the formation and establishment of an advisory board composed of students, teacher, parents and administrative staff to assist in menu planning, taste testing, surveys, enhancement of the eating environment, program promotion, and related student-community support activities. The vendor is required to be an active participant in this advisory board.
2. Vendor is required to submit a 21 day cycle menu for each feeding program (i.e. breakfast, lunch, supper, after-school snack). Menus must be in compliance with the Child Nutrition meal pattern for each feeding program. The Vendor must comply with the 21 cycle day sample menu submitted for the first 21 day of the meal service unless changes are approved by the SFA. The SFA shall approve menus no later than two weeks prior to service. Vendor proposals must identify if they plan to change the 21 day menu included in the RFP. If so, the Vendor must identify how it will change the menu and the financial impact to revenues and expenses.

C.3 APPLICABLE DOCUMENTS

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, 250, 2 CFR 200.318-.326, 2 CFR Appendix II to Part 200, Part 180 and FNS instructions, policies and memorandum, as applicable, in addition to all state and local regulations, policies and procedures, including but not limited to the Healthy Schools Act and all State Agency memorandum and requirements. It is the duty of the Vendor to apprise themselves of all Programs requirements and to bid only on those contracts for which it has the applicable knowledge and can suitably comply.

C.4 SPECIFICATIONS

1. Packaging:

- a) The Vendor shall pack and mark all items in accordance with good commercial practice. Labels shall be in accordance with the Federal, Food, Drug, and Cosmetic Act and regulations promulgated there under. The 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, KEEP REFRIGERATED".
- b) Hot Meal Unit-Packaging must be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° or (204° C) or higher.
- c) Cold meal units or those unnecessary to heat must have plastic or paper containers and overlays and must be non-toxic.
- d) Cartons – Each carton shall be labeled. Label to include:
 - Processors' Name and Plant Address
 - Item Identity, Meal type
 - Date of Production
 - Quantity of Individual Units Per Carton
- e) Meals shall be delivered with the following non-food items: condiments, straws for milk, napkins, single service ware, etc.
- f) The Vendor must use packaging allowable per the Sustainable DC Omnibus Amendment Act of 2014. This Act bans the use of disposable food service ware made of expanded polystyrene, commonly known as foam or Styrofoam™, and other products that cannot be recycled or composted. The ban on foam began on **January 1, 2016** and applies to all District businesses and organizations that serve food. The additional recyclable and compostable requirements became effective on **January 1, 2017**. On **October 29, 2018**, new restrictions on the use of single-use plastic straws and stirrers took effect. For more information, visit <https://doee.dc.gov/foodserviceware>
 - a. District Business and organizations using disposable products for food service may only use recyclable or compostable materials when serving consumers. Compliant products for consumer use include:
 - i. Products made solely of rigid plastic or made of pulp or paper with or without a plastic coating
 - ii. Products made entirely of paper or pulp without a plastic coating
 - iii. Products made of paper or pulp with a wax coating
 - iv. Products certified compostable by the Biodegradable Products Institute. For a list of certified products, visit bpiworld.org.
 - b. Single-use plastic straws and stirrers are now banned from use in District schools and any entity that serves food or beverages. As a reminder, expanded polystyrene foam containers (Styrofoam) have also been banned since January 2016.

Schools must transition to compostable or reusable alternatives if they would like to continue to provide straws with meals. Compliant alternatives include:

- i. Paper
- ii. Hay
- iii. BPI-certified PLA
- iv. Reusable straws made out of materials like stainless steel or glass.

Pursuant to the Americans with Disabilities Act (ADA) and the DC Human Rights Act, students with disabilities may request single-use plastic straws to consume food and beverages. Schools must keep a stock of plastic straws available to meet the needs of students with disabilities and remain compliant with those laws.

2. Food Preparation:

Meals shall be prepared and assembled under properly controlled temperatures.

3. Food Specifications

Bids are to be submitted on the menu cycle included and shall include at a minimum, the portions specified by the USDA for each meal, which are included with this RFP.

C.5 WAREHOUSE, PREP AREA (KITCHEN), AND DISTRIBUTION FOOD SAFETY

1. If the Vendor's facility is a long distance call from the District, the Vendor agrees to pay for all collect calls or otherwise provide direct telephone contact at no cost to the Ordering Agencies.
2. The Vendor shall provide a copy of licenses and permits that are required by USDA, and Federal and Local laws and regulations.
3. In the event the Vendor's license is revoked or if the Vendor receives an unfavorable rating notice in accordance with its local jurisdiction, or the Vendor's facilities are closed for health code violations, the Vendor shall notify the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) prior to the next scheduled delivery.
4. [Cedar Tree Academy PCS](#) reserves the right to terminate the contract for default without advance notice in the event the Vendor is closed for the reasons cited in C.5.3 above.
5. The Vendor shall develop and maintain a food safety program (HACCP) to ensure compliance with food handling, preparation, holding, storing and distribution industry standards.
6. 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.
7. The Vendor shall keep records of food safety inspections performed by the USDA's FSIS, and/or State/Local inspector. The records shall be made available upon request to the District Government's Health Department and to [Cedar Tree Academy PCS](#). Any findings by a USDA's FSIS, State or Local inspection of the Vendor facility that documents a critical sanitary deficiency shall be reported immediately to the Contracting Officer with an attached report of the corrective action taken within seven (7) working days from discovery.
8. The Vendor shall ensure that all products produced conform in every respect to the requirements of the Federal Food, Drug and Cosmetics Act, and grade standards of USDA that are in effect by the contract award date or become effective after contract award.

C.6 VENDOR'S RESPONSIBILITY TO PROVIDE QUALITY ASSURANCE

1. HACCP Standards

The Vendor shall 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 and ingredients compliance with portion size and nutrient content.

2. 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.



SECTION D: GENERAL CONDITIONS

D.1 DELIVERY REQUIREMENTS

- a) The Vendor shall deliver only items and quantities ordered by the SFA and as specified under Section B of the contract.
- b) Meals shall be delivered daily to the delivery sites (see Schedule A), unloaded, and placed in the designated location by the Vendor's personnel at each of the locations and times listed in Schedule A.
- c) The Vendor shall place all deliveries in a location assigned by person (s) designated by the Ordering Agency. Deliveries will not be accepted at the entrance of the facility unless approved by the SFA. Refrigerated items must be placed in the refrigerator or freezer, and not left on the floor of the kitchen area or outside of the designated area.
- d) The Vendor shall be responsible for delivery of all meals and products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the safeguard of food at delivery in accordance with State or local health codes.
- e) The institution reserves the right to add or delete schools. This shall be done by amendment of Schedule A. Deletion or addition of public/private schools shall be made not less than one week prior to the required state of service. Any change in transportation cost that occurs as a result of adding or deleting schools shall be negotiated and noted in the modification. The Vendor's invoice shall show the cost as a separate item for that school.
- f) Any deviations from the delivery requirements including package size and content by the Vendor may be allowed only upon written request from the Contracting Officer's Technical Representative (COTR) and approved by the Contracting Officer.
- g) The Vendor shall not change the package size or content without obtaining written approval from the COTR.
- h) The Vendor shall deliver all refrigerated food at an internal temperature of 41° Fahrenheit or below.
- i) 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.
- j) Unless otherwise specified in this bid, each case, crate, barrel, or package delivered under this contract must be plainly stencil marked or securely tagged stating the Vendor's name and purchase order number. Failure to comply with these instructions shall place the material at the Vendor's risk.
- k) If a delivery cannot be fulfilled for any reason, the Vendor shall immediately notify the SFA designated representative. The Vendor shall provide SFA with the reason for non-delivery. If the

reason is accepted, the SFA designee shall give the Vendor an alternate delivery date, which shall satisfy the needs at the site(s) missed in the delivery process. The Vendor shall be required to deliver only quantities for which an order was made by SFA prior to delivery.

- l) Fluid milk delivered shall have an expiration date on each carton container. The expiration date shall exceed at least five (5) days beyond the day of delivery.
- m) Juices delivered shall have the Best Used By date on each carton container. The date shall exceed at least ten (10) days beyond the day of delivery.
- n) The Vendor shall not make deliveries to [Cedar Tree Academy PCS](#) on Saturday, Sunday, or on school and legal holidays unless specified otherwise.
- o) Once a public radio/TV announcement of system-wide closing of schools due to inclement weather is made, all orders scheduled for delivery to [Cedar Tree Academy PCS](#) for that day (s) shall be automatically cancelled and [Cedar Tree Academy PCS](#) shall not assume responsibility for attempted deliveries. In such circumstances shall have the right to adjust delivery plans at its discretion.
- p) When schools are closed for snow or other emergencies requiring short notice, the Vendor shall call [LaTonya Henderson 202-610-4193](#) for disposition of orders.

D.2 EMERGENCIES

In the event of unforeseen emergency circumstances, the Vendor shall immediately notify the COTR by telephone at [202-610-4193](#) followed by email at Lhenderson@Cedartree-dc.org of the following:

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

No payments will be made for deliveries made later than 30 minutes after specified delivery window.

Emergency circumstances at the school precluding utilization of meals are the concern of the SFA. The SFA may cancel orders provided it gives the Vendor at least 48 hour notice.

D.3 SUPERVISION AND INSPECTION

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.

D.4 RECORD-KEEPING

- a) Production Records and delivery tickets must be prepared by the Vendor. Production Records and delivery tickets must be itemized to show the number of meals of each type delivered to each school. Designees of the Institution at each school will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Institution only if signed by the Institution's designee at the school. The institution must retain a copy of all signed Production Record/Delivery tickets. Production Records approved and provided by the state agency must be used.
- b) The delivery ticket shall contain information in accordance with applicable Federal, state and local regulations and shall include but is not limited to the following:
1. Ticket number;
 2. Date of Delivery;
 3. Delivery Address;
 4. Requisition Number;
 5. Item Type;
 6. Item Number;
 7. Quantity of Items Delivered;
 8. Unit Price;
 9. Extended Amount;
 10. Temperature and Time When Meal Components Left Production Facility;
 11. Temperature and Time of Meal Components in Route to Destination (in the event that more than 59 minutes are required for delivery);
 12. Temperature and Time of Meal Components Upon Arrival and Delivery at Destination;
 13. Carrier Operator's Name;
 14. Name, Signature and Telephone Number of SFA designee, receiving the item; and
 15. Acknowledgement of receiving the items by the SFA designee.
- c) The Vendor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims. The above mentioned records must be made available to the SFA within 24 hours upon request.
- d) 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 and audit by representatives of the State Agency, representatives of the U.S. Department of Agriculture, the Institution, and the Comptroller General of the United States at any reasonable time and place.

D.5 METHOD OF PAYMENT

The Vendor shall submit its itemized invoice to the Institution bi-weekly, or monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each school during the preceding two weeks or month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the school representative of the Institution has signed the required delivery receipts.

D.6 INSPECTION OF FACILITY

- a) The Institution, the State Agency, and the USDA 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.
- b) The Vendor's facilities shall be subject to periodic inspections by USDA, state and local health departments, or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations.
- c) The Vendor's facilities shall be subject to periodic inspection by State and local health departments or any other agency designated to inspect meal quality for the State. This shall be accomplished by using Federal (USDA), state or local laws and regulations.

D.7 INSURANCE

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. A certificate of Insurance of the Vendor's insurance coverage indicating these amounts must be submitted at the time of award.

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.

- 1. General Liability: Enter Amount
- 2. Workman's Compensation: Enter Amount
- 3. Vehicle Insurance: Enter Amount

The SFA 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 SFA for General Liability, Automobile, and Worker's Compensation.

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 SFA. The Vendor further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.

The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

D.8 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 National School Breakfast and Lunch Programs, the Child and Adult Care Food At-Risk Supper Program and the Summer Food Service Program.
- b) It is further understood that, in the event of cancellation of the contract, the Institution shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

D.9 NUMBER OF MEALS AND DELIVERY TIMES

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

D.10 TERMINATION

- a) The SFA or the Vendor may terminate the contract for cause or for convenience, by giving sixty (60) days written notice.
- b) Neither the Vendor nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of either the Vendor or the SFA, respectively, and which by the exercise of due diligence it is unable to prevent.
- c) The Institution reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract. The Institution shall notify the Vendor, in writing, of specific instances of non-compliance. In instances where the Vendor has been notified on 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.
- d) 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 toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Institution makes such findings shall be an issue and may be reviewed in any competent court.

- e) In the event this contract is terminated, as provided in paragraph (c) hereof, 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.
- f) 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.

D.11 SUB-CONTRACTS AND ASSIGNMENTS

Subcontracting is prohibited for schools operating CACFP or SFSP.

D.12 ECONOMIC PRICE ADJUSTMENT AND PRICE RENEGOTIATION

Renegotiation of meal prices (as applicable) will be allowed in the subsequent years of the agreement. An economic price adjustment allows the vendor to increase their price to the SFA and allows the SFA to demand a price reduction. If the vendor requests a price increase, 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, or ten percent, whichever is less. Before any fee or price increases can be implemented, the Vendor must document through cost or price analysis the need for such price increase. The SFA must forward all documentation to the OSSE for review and approval.

D.13 SETTLEMENT OF BID PROTESTS, DISPUTES, AND CONTRACTUAL ISSUES

The non-Federal entity alone must be 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 non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

D.14 CONTRACT WORK HOURS AND SAFETY STANDARDS

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.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SECTION E: GENERAL PROVISIONS

E.1 EQUAL OPPORTUNITY

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

During the performance of this contract, the 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 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
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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.
8. 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 vendor as a result of such direction by the contracting agency.
9. The Vendor shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; title 7 CFR Part 15, 15a and 15b; the Americans with Disabilities Act; the FNS instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

E.2 CLEAN AIR AND WATER

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean air Act (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 Vendor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 17401-7671q, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1367, 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.

2. 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.
3. 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.
4. To insert the substance of the provisions of this clause in any non-exempt sub-contract, including this paragraph (a) (4).
5. The terms used in this clause have the following meanings:
 - a) The term "Air Act" means the Clean Air Act, as amended (41 USC 1857 et seq., as amended by Public Law 91-604).
 - b) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500).
 - c) 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(f)), 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)).
 - d) 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).
 - e) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency, in accordance with the requirement of the Air Act or Water Act and regulations issued pursuant thereto.
 - f) 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 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.

E.3 CLEAN AIR AND WATER CERTIFICATION

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean air Act (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 (), has not () been listed on the Environmental Protection Agency List of Violating facilities.
2. He 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. He will include substantially this certification, including this paragraph (c) in every non-exempt sub-contract.

E.4 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.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be one (1) year from the date of award.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

[Cedar Tree Academy PCS](#) may extend the term of this contract for a period of up to **four (4) one-year** option periods, or successive fractions thereof, by written notice to the Vendor before the expiration of the contract; provided that the Institution give the Vendor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the [Cedar Tree Academy PCS](#) to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Vendor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

Cedar Tree Academy PCS will make payments to the Vendor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.2 INVOICE SUBMITTAL

1. The Vendor shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the LEA/SFA Financial Officer. The address of the Financial Officer is:

Cedar Tree Academy PCS
(PDF format ONLY)
Invoice@Cedartree-dc.anybill.com

2. Vendor must provide the SFA with a separate monthly invoice for Fresh Fruit and Vegetable Program (FFVP) purchases (i.e. fruits and vegetables, dips, small supplies, service fees including hourly wages for staff responsible for preparation and delivery to classrooms;
3. To constitute a proper invoice, the Vendor shall submit the following information on the invoice:
 - a) Vendor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
 - b) Contract number and invoice number;
 - c) Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
 - d) Invoices shall only include dates from one calendar month
 - e) Other supporting documentation or information, as required by the LEA/SFA;
 - f) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - g) Name, title, phone number of person preparing the invoice;
 - h) Name, title, phone number and mailing address of person (if different from the person identified in (f) above) to be notified in the event of a defective invoice; and
 - i) Authorized signature.

SECTION H: INSURANCE

H.1 GENERAL REQUIREMENTS

The Vendor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Vendor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Vendor shall require all of its sub-vendors to carry the same insurance required herein. The Vendor shall ensure that all policies provide that the CO 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 CO with ten (10) days prior written notice in the event of non-payment of premium.

H.2 COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Vendors. The 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. The Vendor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

H.3 AUTOMOBILE LIABILITY INSURANCE

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.

H.4 WORKERS' COMPENSATION INSURANCE

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.

H.5 EMPLOYER'S LIABILITY INSURANCE

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.

SECTION I: INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

I.1 METHOD OF AWARD

1. Cedar Tree Academy PCS reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
2. The Institution may award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid, or multiple contracts to responsive and responsible bidders on the basis of school and/or campus, if it is deemed to be in the best interest of the Institution.

SECTION J: PREPARATION AND SUBMISSION OF BIDS

1. The Institution may reject as non-responsive any bid that fails to conform in any material respect to the RFP.
2. The Institution may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
3. The bidder must bid on all Contract Line Item Numbers (CLINs) to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.
4. The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

SECTION K: FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which they work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules, and liability concerning the services to be performed.

SECTION L: QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically to the Institution contact's e-mail address. The prospective bidder should submit questions no later than 5 days prior to the closing date and time indicated for this solicitation. The Institution may not consider any questions received less than 5 days before the date set for submission of bids. The Institution will furnish responses to the Vendor contact's e-mail address. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by Institution officials before the award of the contract will not be binding.

ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible and responsive bidder(s) whose offer is most advantageous to the Institution, based upon the evaluation criteria specified. Proposals will be evaluated using the weighted criteria stated in the RFP.

M.2 TECHNICAL RATING SCALE

Bids will be evaluated using the following criteria:

- **Pricing – 45 points**
 - Total Bid Cost (Base Year)
- **Method of Approach and Implementation – 35 points**
 - Bid Submittal Requirement – 1-5 points
 - Utilization of USDA Foods – 1-5 points
 - Staff Professional Development (*Training capabilities: the Bidder and its staff, in conjunction with the SFA must participate in training programs*) – 1-5 points
 - Food & Packaging (*Appearance, Quality, Taste and Acceptance*) – 1-5 points
 - Menus (*Menus meet federal and state requirements. Show variety in nutritional food choice including vegetarian options*) – 1-5 points
 - Nutritional Analysis (*Nutritional Analysis of the sample breakfast and lunch menus submitted*) – 1-5 points
 - Geographic Preference – use locally grown or raised foods to maximum extent possible (*Bidder must submit certification of percentage of locally grown or raised foods to be utilized in menus. SFA reserves the right to audit the actual percentage used once the bid is awarded*) - 1-5 points
- **Offeror's Experience, Expertise, & Reliability – 20 points**
 - **References and Performance Evaluation** (*SFA will contact three to five schools for purposes of this section and evaluation (M.3)*) – 1-5 points
 - **Inspection for production facility**(*Facility be used must have passed USDA or Health Department Inspection, and maintain a comprehensive HACCP plan*) – 1-5 points
 - **Basic Business License and Certificate of Occupancy** – 1-5 points
 - **U.S Department of Agriculture Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** (*SFA reserves the right to verify bidder's certification*) – 1-5 points

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

M.3 VENDOR REFERENCE EVALUATION

	Ref 1	Ref 2	Ref 3	Ref 4	Ref 5
Name of SFA					
<u>Refer to the rating scale below to answer the following questions:</u>					
How would you rate the quality of the food?					
How would you rate the timeliness and accuracy of the vendor's deliveries?					
How would you say the students like and accept the meals?					
How attractive and easy to use is the vendor's packaging?					
How well would you say that the vendor responds to delivery problems, menu revisions and request, etc.					
How would you rate the timeliness in submitting the monthly menus for posting on SFA's website					
How would you rate the vendor use of locally grown or raised foods					
How would you rate the timeliness in submitting the nutrient analysis					
Total Evaluation Points					

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

SCHEDULE A: SCHOOL SITES

Site	Address	Telephone / Fax	Authorized Designee	Type of Meal	Quantity of Meals	Delivery Window
Cedar Tree Academy	701 Howard Rd, SE	202-610-4193	LaTonya Henderson	Breakfast	350	5:30-6:45a
				Lunch	350	10:30-11:00a
				Snack	0	
				Supper	0	
				Breakfast		
				Lunch		
				Snack		
				Supper		
				Breakfast		
				Lunch		
				Snack		
				Supper		
				Breakfast		
				Lunch		
				Snack		
				Supper		
				Breakfast		
				Lunch		
				Snack		
				Supper		
				Breakfast		
				Lunch		
				Snack		
				Supper		

I certify that the above items have been checked for accuracy and are in agreement with the bid specifications submitted for approval.

Signature _____	Click here to enter text. Title _____
Click here to enter text. Telephone Number _____	Click here to enter a date. Date _____

SCHEDULE B: 2019 – 2020 SCHOOL YEAR CALENDAR

CEDAR TREE ACADEMY PCS

2019 - 2020 Calendar

Aug-19							Sep-19							Oct-19						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		
Nov-19							Dec-19							Jan-20						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	
Feb-20							Mar-20							Apr-20						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
						1	1	2	3	4	5	6	7				1	2	3	4
2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11
9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
23	24	25	26	27	28	29	29	30	31					26	27	28	29	30		
May-20							Jun-20							Jul-20						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24/31	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	

School Closed/Holiday

Half Day

First and Last Day of School

ATTACHMENT A: CHILD NUTRITION MEAL PATTERN



United States Department of Agriculture

Effective July 1, 2019 (SY 2019-2020)

Lunch Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Food Components	Amount of Food ^a per Week (minimum per day)		
Fruits (cups) ^b	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^b	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^c	½	½	½
Red/Orange ^c	¾	¾	1¼
Beans and peas (legumes) ^c	½	½	½
Starchy ^c	½	½	½
Other ^{c d}	½	½	¾
Additional Vegetables to Reach Total ^e	1	1	1½
Grains (oz eq) ^f	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^g	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-max calories (kcal) ^h	550-650	600-700	750-850
Saturated fat (% of total calories) ^h	<10	<10	<10



Sodium Target 2 (mg) ^{a i}	≤935	≤1,035	≤1,080
<u>Trans fat</u> ^{h j}	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans</u> fat per serving.		

^a Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is $\frac{1}{8}$ cup.

^b One quarter-cup of dried fruit counts as $\frac{1}{2}$ cup of fruit; 1 cup of leafy greens counts as $\frac{1}{2}$ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger amounts of these vegetables may be served.

^d This category consists of "Other vegetables" as defined in paragraph (c)(2)(iii)(E) of this section. For the purposes of the NSLP, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in paragraph (c)(2)(iii) of this section.

^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^f At least half of the grains offered weekly must be whole grain-rich as specified in FNS guidance, and the remaining grain items offered must be enriched.

^g All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service.

^h The average daily calories for a 5-day school week menu must be within the range (at least the minimum and no more than the maximum values). Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent are not allowed.

ⁱ Sodium Target 1 is effective from July 1, 2014 (SY 2014-2015) through June 30, 2024 (SY 2023-2024). Sodium Target 2 (shown) is effective July 1, 2024 (SY 2024-2025).

^j Food products and ingredients must contain zero grams of trans fat (less than 0.5 grams) per serving.

Effective July 1, 2019 (SY 2019-2020)

Breakfast Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Food Components	Amount of Food ^a per Week (minimum per day)		
Fruits (cups) ^{b c}	5 (1)	5 (1)	5 (1)
Vegetables (cups) ^{b c}	0	0	0
Dark green	0	0	0
Red/Orange	0	0	0
Beans and peas (legumes)	0	0	0
Starchy	0	0	0
Other	0	0	0
Grains (oz eq) ^d	7-10 (1)	8-10 (1)	9-10 (1)
Meats/Meat Alternates (oz eq) ^e	0	0	0
Fluid milk (cups) ^f	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-max calories (kcal) ^{g h}	350-500	400-550	450-600
Saturated fat (% of total calories) ^h	<10	<10	<10
Sodium Target 2 (mg) ^{h i}	≤485	≤535	≤570
<u>Trans</u> fat ^{h j}	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans</u> fat per serving.		

^aFood items included in each group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One quarter cup of dried fruit counts as $\frac{1}{2}$ cup of fruit; 1 cup of leafy greens counts as $\frac{1}{2}$ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups, as defined in §210.10(c)(2)(iii) of this chapter.

^d At least half of the grains offered weekly must be whole grain-rich as specified in FNS guidance, and the remaining grain items offered must be enriched. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^e There is no meat/meat alternate requirement.

^f All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service.

^g The average daily calories for a 5-day school week menu must be within the range (at least the minimum and no more than the maximum values).

^h Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

ⁱ Sodium Target 1 is effective from July 1, 2014 (SY 2014-2015) through June 30, 2024 (SY 2023-2024). Sodium Target 2 (shown) is effective July 1, 2024 (SY 2024-2025).

^j Food products and ingredients must contain zero grams of trans fat (less than 0.5 grams) per serving.

ATTACHMENT A' - CHILD NUTRITION PROGRAM FLEXIBILITIES FOR MILK, WHOLE GRAINS, AND SODIUM REQUIREMENTS

Milk Flexibility

- Allows flavored, low-fat milk in schools (lunch, breakfast, a la carte)
 - Also allowed in Child and Adult Care Food Program (ages 6+)
- Schools must offer unflavored milk at each meal service in NSLP/SBP.
- Variety must not be limited to flavored milk choices.

Whole Grain-Rich Flexibility

- At least half of the weekly grains offered in the NSLP and SBP must be whole grain-rich.
- Other grains in the weekly menu must be enriched.
- No change to the *whole grain-rich* criteria specified in FNS memo SP 30-2012 (Elements 1 and 2)
- *Whole grain-rich* products must contain at least 50 percent whole grains and the remaining grains in the product must be enriched.

Sodium Flexibility

- Retains Target 1 through SY 2023-2024
- Moves Target 2 to SY 2024-2025
- Removes Final Target

Sodium Reduction: Timeline & Amount			
Age/Grade Group	Baseline: Average Current Sodium Levels As Offered¹ (mg)	Target 1: July 1, 2014 SY 2014-2015 (mg)	Target 2: July 1, 2024 SY 2024-2025 (mg)
School Breakfast Program			
K-5	573 (elementary)	≤ 540	≤ 485
6-8	629 (middle)	≤ 600	≤ 535
9-12	686 (high)	≤ 640	≤ 570
National School Lunch Program			
K-5	1,377 (elementary)	≤ 1,230	≤ 935
6-8	1,520 (middle)	≤ 1,360	≤ 1,035
9-12	1,588 (high)	≤ 1,420	≤ 1,080

ATTACHMENT B: CHILD AND ADULT MEAL PATTERN FOR BREAKFAST, LUNCH, AND SUPPER FEEDING PROGRAMS – PK3 AND PK4

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both⁴	¼ cup	½ cup	½ cup	½ cup
Grains (oz. eq.)^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	½ cup	½ cup	¾ cup	¾ cup

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

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

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

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

⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement. These are identified in the Crediting Handbook, Exhibit A in superscripts 3 and 4.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains. Nuts and seeds may be used to meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirements.

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

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

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served.

Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ½ cup for children ages 6-12.

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp.	3 tbsp.	4 tbsp.	4 tbsp.
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	½ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	½ cup	¼ cup	½ cup	½ cup
Grains (oz. eq.)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

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

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

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

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

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

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

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

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement. These are identified in the Crediting Handbook, Exhibit A in superscripts 3 and 4.

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

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

ATTACHMENT C: ADDITIONAL CONSIDERATIONS - PK3 & PK4 STUDENTS

Preventing choking hazards in preschoolers:

Foods that are as wide around as a nickel, which is about the size of a young child's throat, need modification to their shape, size, and texture before offering them to children during meals and snacks.

Common foods that may cause choking and need modification to be served to young children under age four are listed below. This list is not inclusive and can be found in the NUTRITION AND WELLNESS TIPS FOR YOUNG CHILDREN: PROVIDER HANDBOOK FOR THE CACFP, Supplement A: Practice Choking Prevention

<https://www.fns.usda.gov/sites/default/files/supplementA.pdf>.

- Whole grapes, cherries, berries, melon balls, or cherry and grape tomatoes
- Whole pieces of canned fruit
- Small pieces of raw vegetable (carrot rounds, string beans) and raw fruits (apples, fruits with hard pits or seeds)
- Hot dog-shaped foods, including sausages, meat sticks, cheese sticks, or hot dogs (even when cut into rounds)
- Peanut and nuts or chunks or spoonfuls of peanut butter or nut and seed butters
- Whole beans
- Hard pretzels
- Whole-grain kernels
- Tough meat or large chunks of meat, like meatballs or chicken chunks

Accommodation for motor development:

Children's fine motor skills of grasping, pinching, and hand-eye coordination need to be taken into account when developing a menu appropriate for these ages. Supplying foods that match children's abilities reduces spills and food waste, builds self-confidence and reinforces self-help skills. Finger foods for children of these ages should be easy to grasp as well as manipulate. PK3 and PK4 students must follow the CACFP meal pattern unless students are co-mingled with other grades and the SFA has approved serving the NSLP meal pattern.

ATTACHMENT D: HEALTHY SCHOOLS ACT REQUIREMENTS



Public Schools, Public Charter Schools, and private schools participating in the National School Lunch Program are eligible for additional meal reimbursements and subsidies, provided that the meals meet all of the requirements outlined in the Healthy Schools Act (HSA). The following HSA requirements list will support each eligible School Food Authority (SFA) in complying with these requirements. Compliance with HSA requirements will be verified during each SFAs Administrative Review. For additional information, please reach out to your Program Specialist.

Component/Requirement	Breakfast	Lunch
FRUITS	One (1) different fruit (and/or vegetable substitution) must be offered each day.	One (1) different fruit must be offered each day.
	Two (2) fresh fruits must be offered each week.	Three (3) fresh fruits must be offered each week.
	100% juice can be reimbursable as a fruit only once per week	100% juice can be reimbursable as a fruit only once per week
VEGETABLES	Vegetables from the dark-green, red/orange, legumes, starchy and other vegetables subgroups may be substituted for fruits to meet the fruit variety criteria for breakfast.	One (1) different vegetable must be served each day.
		Two (2) additional servings must be offered weekly from any of the following vegetable subgroups: dark-green, red/orange, or legumes.
GRAINS		At least three (3) different types of grains must be offered each week.
Reporting of Local Items	Each SFA must complete and submit a quarterly Locally Grown Food Item Tracking Log to osse.lg@dc.gov .	
Menu Posting	All menus and nutritional information must be posted online if the school has a website.	

ATTACHMENT E: OSSE REQUIRED 2019-2020 SFA AMENDMENTS TO STATE AGENCY PROTOTYPE CONTRACT FORM #1

 <p>Division of Health and Wellness 1050 First Street, NE 6th Floor Washington, DC 20002 Telephone: 202-727-1839 Fax: 202-724-7656 Web Address: www.osse.dc.gov</p>	<p style="text-align: center;">Form #1</p> <p style="text-align: center;">OSSE REQUIRED 2019-2020 SFA AMENDMENTS TO STATE AGENCY PROTOTYPE CONTRACT</p>
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2019-2020 SFA Amendment (s) to SA Prototype Contract

(This form is required for School Food Authorities altering, adding and/or deleting to sections of SA Prototype Contract)

Regulations require that any changes by the SFA to the 2019-2020 SA Prototype Contract be approved by the SA prior to executing the contract. Therefore, any changes by the SFA to the contract clauses/sections of the SA prototype contract must be specified below on this form referencing the applicable page number and section specifying the proposed amendment. This form must be submitted with the entire attached RFP contract to Barbara Adams at Barbara.a.adams@dc.gov for her review and approval 21 days prior to solicitation of bid(s). Once the amendments are approved by SA, this page must be resubmitted with the executed contract signed by the SFA's authorized official and the Vendor awarded the contract agreeing to the approved amendments.

Changes to the prototype contract are to be kept to a minimum. Please note: Rearranging and/or additional pages cannot be added to the existing SA prototype contract for SA review/approval including all attachments. Doing so will result in your submission being returned in its entirety unapproved.

Please complete the following information (page number, section, section name and section number):

SFA Name: Cedar Tree Academy PCS Contract #: 06-01-2019-CTA

SFA Amendments: Submitted by LaTonya Henderson Date: _____ Phone: 202-610-4193

1. SFA proposed amendments to this section

Page #: _____ Section Name: _____ Section #: _____

2. SFA proposed amendments to this section

Page #: _____ Section Name: _____ Section #: _____

3. SFA proposed amendments to this section

Page _____ Section Name: _____ Section #: _____

4. SFA proposed amendments to this section

Page _____ Section Name: _____ Section _____

5. SFA proposed amendments to this section

Page #: _____ Section Name: _____ Section #: _____

Approved by SA: No request Date: 5/8/19

The parties below agree to the approved amendments by SA as a part of this contract. (Original Signature Required)

The parties below agree to the proposed amendments by the SFA as part of this contract. (Original Signature Required)

SFA Representative: _____ VENDOR Representative: _____

Date: _____ Date: _____

ATTACHMENT F: DEBARMENT & SUSPENSION

Special Note: Regulations in 2 CFR 180.300 provide SFA's with three options for obtaining satisfaction that prospective Vendors are not suspended, debarred or disqualified, including: (a) Checking www.sam.gov. When exercising this option, school districts should ensure they document that the bidder/offeror was checked against the system; or (b) Collecting a certification from that person if allowed by this rule; or (c) Adding a clause or condition to the covered transaction with that person.

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should be proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant is a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Form AD-1048 (6/04)



OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION (OSSE)

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 REVERSE

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name: Click here to enter text.	PR / Award Project Number Name: Click here to enter text.
Name of Authorized Representative: Click here to enter text.	Title: Click here to enter text.
Signature: Click here to enter text.	Date: Click here to enter text.



ATTACHMENT G: 21 DAY CYCLE MENU

Note: All Bidders are required to submit a sample **21 day cycle menu** for each feeding program (i.e. breakfast, lunch, supper, after-school snack). Submitted menus must be in compliance the Child Nutrition meal pattern for each feeding program. **The 21 day sample menu for two entrées (vegetarian and non-vegetarian) submitted must be adhered to for the first 21 day of the meal service unless changes are approved by the SFA.**

Vendor must submit sample menus and nutrient analysis for breakfast and lunch with each bid document



ATTACHMENT H: OSSE SCHOOL NUTRITION PROGRAMS TEAM SAMPLE PRODUCTION RECORD

Note: All Bidders are required to submit a sample of their production records if they choose to use a production record that is not identical to the Attachment H document.

[illegible]