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# REQUEST FOR PROPOSAL (RFP) - FOOD SERVICE MANAGEMENT COMPANY

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DISTRICT OF COLUMBIA CHILD NUTRITION PROGRAMS

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## SECTION A: INTRODUCTION

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

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RFP#: 202123

Issue Date: October 28, 2021

Closing Date: November 24, 2021

**Issued By:**

SFA Name: LEARN DC

SFA Address: 100 Duncan Ave. SW

SFA City, State, ZIP: Washington DC, 20032

SFA Telephone Number: 202-949-0930

**Bidder Information:**

Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_ Date: [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 Food Service Management Company certifies that, in the event they receive an award under this solicitation, they shall operate the food service program in accordance with all applicable and current State and Federal program regulations, and the attached terms, conditions and specifications as set forth in the RFP.

***The parties hereto are fully authorized and have executed this agreement:***

\_\_\_\_\_  
*Name and Title of SFA Official*

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Name and Title of FSMC Official*

\_\_\_\_\_  
*Signature*

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

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## A.2 BIDDER CHECKLIST

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

- ☐ Section A
  - ☐ A.1: Cover Page
  - ☐ A.2: Bidder Checklist
- ☐ Section B
  - ☐ B.2: Base Year Requirements
  - ☐ B.3: Certification of percentage of local foods to be utilized in meals
  - ☐ B.6(c): Two bid copies
  - ☐ B.6(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
  - ☐ B.8:
    - ☐ FSMC Pre-Qualification Questionnaire
    - ☐ Business License
    - ☐ Certificate of Occupancy
    - ☐ Two years of audited financial statements
- ☐ Section C:
  - ☐ C.1: Response to values statement
  - ☐ C.1.14-15: Samples provided by date listed
- ☐ Section D
  - ☐ D.6(b) Two most recent health inspections
  - ☐ D.7 Insurance amounts
- ☐ Attachment E: Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ☐ Attachment F: Certificate of Independent Price Determination
- ☐ Attachment G: Permanent Certification Regarding Lobbying
- ☐ Attachment H:
  - ☐ 21 Day Cycle Menus for each meal program requested:
    - ☐ Breakfast
    - ☐ Lunch
    - ☐ Afterschool Snack
    - ☐ Supper
  - ☐ Nutrient Analysis for each meal program requested:
    - ☐ Breakfast
    - ☐ Lunch

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

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### B.1 OVERVIEW

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1. **LEARN DC** in the District of Columbia is seeking a Food Service Management Company (FSMC) to prepare, furnish, and provide meals and services to **one** school sites participating in the Child Nutrition Programs including but not limited to the National School Lunch Program (NSLP), School Breakfast (SBP), Afterschool Snack (ASP), Fresh Fruit and Vegetable Program (FFVP), Child and Adult Care Food (CACFP), and the Summer Food Service Program (SFSP) established by the United States Department of Agriculture (USDA). The Code of Federal Regulations, and the DC Healthy Schools Act and its subsequent amendments set 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 **LEARN DC**, herein referred to as the School Food Authority or SFA.

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

- While the sites and number of meals is accurate for the Base Year, the SFA plans to add **50** of each meal type in Option Year 1 and **50** more of each meal type in Options Year 2 (etc.). Any bidder should be prepared to serve the total number of meals in the option years, as follows:
  - **216** in Option Year 1
  - **270** in Option Year 2

By bidding on this RFP, bidder is certifying that it is willing and able to serve this many meals in the Option Years.

2. **LEARN DC** seeks Unitized meals. If more than one type of meal service is requested, detail is provided in C.1.
3. **LEARN DC** seeks meals to be **Delivered**. If more than one type of meal service is requested, detail is provided in C.1.
4. The FSMC will be responsible for accommodating disabilities in the School Meals Programs, in accordance with federal and District requirements.
5. The purpose of this solicitation is to award a FSMC contract to provide meals to **LEARN DC**.
6. **LEARN DC** contemplates award of an RFP in accordance with Federal and District procurement requirements and the D.C. Public Charter School Board regulations and guidelines as applicable.
7. The purpose of this solicitation is to award a **Fixed Price Contract**.

8. The following cost shall be included in the calculation of firm fixed unit price per meal:
- Purchase food costs, including, but not limited to, the cost of the processed donated foods net of the value of the USDA donated foods, beverages, merchandise, and supplies and sales use and other taxes related to these purchases;
  - Non-food items that are necessary for the meal to be served and eaten;
  - FSMC(s) salaries, wages, and taxes for employees assigned to [LEARN DC](#) school facility;
  - FSMC(s) salaried benefits, retirement plans and cost of administering such plans for services for employees working at [LEARN DC](#) school facility;
  - FSMC(s) hourly wages and taxes for employees assigned to [LEARN DC](#) school facility;
  - FSMC(s) hourly benefits, retirement plans and the cost of administering such plans for services for employees working at [LEARN DC](#) school facility;
  - All insurance maintained pursuant to the contract;
  - All cleaning supplies necessary to maintain sanitation of kitchen facilities;
  - Uniforms and aprons;
  - Kitchen small wares;
  - Printing expenses, including but not limited to menus and marketing materials;
  - Office supplies for use by employees working at [LEARN DC](#) school facility;
  - Marketing or promotion or proprietary materials, signage and related materials purchased on behalf of FSMC (s) salaries, wages, and taxes for employees assigned to [LEARN DC](#) Food Services;
  - Staff Training; and
  - Cooking classes for students and Room Parents.

## B.2 REQUIREMENTS FOR THE BASE YEAR (2021 – 22)

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	<b>Breakfast Meal (PK3 – PK4)</b> Bread/Grain, Fruit, Milk Condiments and Utensils/Napkin	10,080	Each	Click here to enter text.	Click here to enter text.
2	<b>Breakfast Meal (K – 5)</b> Bread/Grain Fruit, Milk Condiments and Utensils/Napkin	9,000	Each	Click here to enter text.	Click here to enter text.
3	<b>Breakfast Meal (6 - 8)</b> Bread/Grain Fruit, Milk Condiments and Utensils/Napkin		Each	Click here to enter text.	Click here to enter text.
4	<b>Breakfast Meal (9-12)</b> Bread/Grain Fruit, Milk Condiments and Utensils/Napkin		Each	Click here to enter text.	Click here to enter text.
5	<b>Lunch Meal (PK3 – PK4)</b> Meat/Meat Alt Bread/Grain, Fruit Vegetable, Milk Condiments and Utensils/Napkin	10,080	Each	Click here to enter text.	Click here to enter text.
6	<b>Lunch Meal (K - 5)</b> Meat/Meat Alt Bread/Grain, Fruit Vegetable, Milk Condiments and Utensils/Napkin	9,000	Each	Click here to enter text.	Click here to enter text.
7	<b>Lunch Meal (6 – 8)</b> Meat/Meat Alt Bread/Grain, Fruit Vegetable, Milk Condiments and Utensils/Napkin		Each	Click here to enter text.	Click here to enter text.
8	<b>Lunch Meal (9 – 12)</b> Meat/Meat Alt Bread/Grain, Fruit Vegetable, Milk Condiments and Utensils/Napkin		Each	Click here to enter text.	Click here to enter text.
9	<b>Snack Meal</b> Fruit or Vegetable Bread/Grain Meat/Meat Alt Utensils/Napkin	19,200	Each	Click here to enter text.	Click here to enter text.
10	<b>Supper Meal</b> Meat/Meat Alt Bread/Grain, Fruit Vegetable, Milk Condiments and Utensils/Napkin		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.

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### B.3 FOOD SPECIFICATIONS

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All food items must 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 Healthy Schools Act and its subsequent amendments, and Attachments A, B, C, and D within this RFP. Food items must also meet the following:

#### 1. Meat / Meat Alternate

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 alternates 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

#### 2. Dairy

- All milk must be fat-free (skim) or low-fat (1% fat or less) and unflavored.

#### 3. Fruit

- One different fruit must be offered each day at breakfast and each day at lunch.
- Two fresh fruits must be offered each week at breakfast, and three fresh fruits must be offered each week at lunch.
- Pasteurized, full-strength 100% fruit juice can be reimbursable as a fruit (comprising one-half of the fruits component) only once per week for each meal service (breakfast and lunch).
- Cut fruit to be offered when possible.

#### 4. Salad Bar Choose an item.. **not applicable**

- Salad bars must offer from every vegetable subgroup daily unless the subgroup is offered that day in another way. The bidder may find a non-exhaustive list of examples of each vegetable subgroup at <https://www.isbe.net/Documents/vegetable-subgroups.pdf>. Bidders should consult the USDA Food Buying Guide for more information on which vegetables belong to which subgroup.

#### 5. Grains

- All grain products must be whole-grain rich, meaning that the product contains at least 50% whole grains and the remaining grains must be enriched.

#### 6. Alternative Meals

- ☐ Under the amendments to the D.C. Healthy Schools Act, the FSMC must provide a vegetarian food option as the main course for breakfast and lunch daily at all grade levels. This option must be rotated daily to avoid repetition and must be clearly labeled or identified as vegetarian. FSMCs are encouraged to serve plant-based food options as the main course at breakfast and lunch daily to each student.
- ☐ Bidders will describe any other alternative meal capabilities they can offer (vegan, dairy-free, etc.).

**7. Condiments**

- Condiments will include jellies, ketchup, mustard, mayonnaise, salad dressing, dips, and hot sauce, as appropriate for the meal. All provided condiments will be articulated on monthly menus and nutrient analysis.

**8. 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.

**9. Other**

- Optional Clause: Preference will be given to FSMCs who can provide locally grown unprocessed foods (from Delaware, D.C., Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia). Bidders should certify below the percentage of locally grown or raised foods to be utilized in meals.

Percentage of Locally Grown or Raised Foods to be utilized in meals: 10%

\_\_\_\_\_  
*Name and Title of FSMC Official*

\_\_\_\_\_  
*Signature*

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

Upon award of the contract, the FSMC 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 FSMC shall also include the name of the software system used to prepare the analysis.

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## B.4 DEFINITIONS

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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 food service management company 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) **“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.
- g) **“DoD Fresh”** means fresh fruits and vegetables available to eligible schools participating in NSLP through the Department of Defense Fresh Fruit and Vegetable Program.
- h) **“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.
- i) **“End Product”** means a finished product that contains processed donated foods.
- j) **“Entitlement”** means the value of donated foods a distributing agency is authorized to receive in a specific program, in accordance with program legislation.
- k) **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:

- Locally grown, locally processed, and unprocessed foods in school meals – breakfast, lunch, after-school snacks--in classrooms, and as taste tests;
- Educational activities related to agriculture, food, health or nutrition such as nutrition education curricula, farm tours, farmer in the classroom sessions, culinary education, educational sessions for parents and community members, and visits to farmers' markets; and
- School gardens as an opportunity for hands-on learning.

- l) **"FDA"** means the Food and Drug Administration.
- m) **"FNS"** means the Food and Nutrition Services (USDA).
- n) **"Food Service Management Company"** or FSMC, means a commercial enterprise or a private non-profit organization which is or may be contracted with by the school food authority to manage any aspect of the school food service;
- o) **"Fresh Fruit and Vegetable Program (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.
- p) **"FSIS"** means the USDA Food Safety and Inspection Service.
- q) **"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.
- r) **"HACCP"** means Hazard Analysis and Critical Control Points, which is a preventative system to reduce the risk of foodborne illness through appropriate food handling, monitoring, and record keeping.
- s) **"HACCP Plan"** means the written document based upon principles of HACCP specific to a facility that identifies procedures to be followed to prevent foodborne illness.
- t) **"HSA"** means the Healthy School Act, D.C. Law 18-209 passed by the City Council for the District of Columbia to establish local nutritional standards for school meals, and its subsequent amendments.
- u) **"Locally-grown"** means from a grower in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, and West Virginia.
- v) **"Planned Assistance Level" (PAL)** means the total value of donated foods or USDA Foods available to eligible schools based on prior year participation in NSLP or an estimate provided by the State Agency.

- w) **“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.
- x) **“Product Formulation Statement”** means 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.
- y) **“Request for Proposal,”** or 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 SFA.
- z) **“SFA”** means School Food Authority.
- aa) **“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.
- bb) **“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.
- cc) **“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.
- dd) **“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.

## B.5 REQUIREMENTS REGARDING PRICING, BIDDING, AND ORDERING

Bidders are asked to submit prices on the meal types listed in Section B.2 meeting the contract specifications for meals at all of the schools listed in Schedule A. The SFA anticipates receiving the following Planned Assistance Level in the USDA Foods and/or DOD Fresh programs:

**USDA Foods \$0 + DoD Fresh \$0 = Estimated Planned Assistance Level (PAL) allocated for meals \$0**

### 1. Entitlement Program Requirements

- FSMC must credit the SFA for the total value of all donated foods received and provide clear documentation of the value per 250.51(b) using one of the value pass through methods below.
- The FSMC further agrees to credit the SFA for the sale of any by-products produced while processing donated foods. The FSMC may credit the net market value of the byproduct after subtracting necessary expenses.
- The FSMC agrees that all end product labels meet federal labeling requirements in 7 CFR 250.33(e) and 7 CFR 250.38(b)(6) and (c)(9).
- The FSMC will enter into adequate data sharing, reporting, and crediting agreements with all distributors delivering processed end products to the SFA.

### 2. USDA Foods Program Value Calculations and Pass Through Methods:

The FSMC will calculate the value of each type of donated food (for example, apples) by

- a. [The cost-per-pound USDA donated food prices posted annually by USDA, and found on the Food Distribution web page](#)

FSMC may pass the value of donated foods to the SFA by one of the following methods:

- a. [Indirect discount \(net off invoice\) compensating the SFA for the value of the donated foods used in its sale of end products;](#)

### 3. 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 SFA during the term of the contract to secure all its needs from the successful FSMC. Such contract shall bind the FSMC to perform all such work ordered by the SFA at prices specified in the contract. Award will be made to a responsive, responsible bidder or bidders based on the criteria in section L of this RFP.

### 4. 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 SFA’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 SFA shall not be required to purchase from the FSMC requirements in excess of the limit on total orders under this contract, if any.
- c) The SFA may issue orders that provide for service to or performance at multiple destinations.
- d) The SFA 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 FSMC for services specified in the schedule will be dependent upon the needs and requirements of the SFA.
- e) The FSMC must conduct all program operations in accordance with Federal regulations, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 250, 2 CFR Part 200, 2 CFR Part 180 and USDA instructions, policies, and memoranda, as applicable, in addition to all state and local regulations, policies, and procedures, including but not limited to the DC Healthy Schools Act and its subsequent amendments, and all State Agency memoranda and requirements. It is the duty of the FSMC to apprise itself of all Program requirements and to bid only on those contracts for which it has the applicable knowledge and can suitably comply.

## 5. Pricing

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

## 6. Evaluation of Bidders

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

## 7. Meal Orders

SFAs will order meals on **Tuesday** of the week preceding the week of service or another day that is agreed upon amongst the SFA and FSMC; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each school type meal.

The SFA 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, as long as such change does not result in a material change to the contract (i.e., the value of the additional goods will not exceed 10% of the value of the contract).

## 8. Menu Cycle Change Procedure

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

#### 9. Non-compliance

The SFA reserves the right to inspect and determine the quality of food provided and reject any meals, which do not comply with the requirements and specifications of the contract. The FSMC 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; and
- g) Adulterated meals.

The SFA reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons, including closure of the FSMC by the health department for health code violations. The FSMC shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lower cost. The SFA or agency inspecting shall notify the FSMC, 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 SFA does not receive reimbursement for meals served that were not in compliance with the Federal regulations, the FSMC shall not be paid for disallowed meals. The amount of the disallowance shall be deducted from the FSMC's invoice(s).

#### B.6 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 SFA, 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.
- a) 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. Bidders are not allowed to

change specifications or general conditions, and bidders shall initial any erasures on this bid prior to submission.

- c) 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.

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## B.7 FORMAT OF BIDS

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

**Section One** will be titled Executive Summary. The Procurement Officer can review this section to determine if the FSMC meets the Qualifications of the Bidder. Bidders can use the Bidder Checklist in Section A.2 to determine whether all necessary documents have been completed and signed for submission.

**Section Two** will be titled Pricing. In the Pricing section, the FSMC 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 FSMC 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 bidder provides information about their knowledge and dependability. Additionally, this RFP packet must be completed, including the FSMC Pre-Qualification Questionnaire outlined below. [LEARN DC](#) reserves the right to contact additional references to supplement those given in the questionnaire.

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B.8 FSMC PRE-QUALIFICATION QUESTIONNAIRE

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Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

Company's Dun &amp; Bradstreet Number: \_\_\_\_\_

\*\*[LEARN DC](#) has the right to request Dunn & Bradstreet reports as it deems necessary.

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

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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?

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

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Is your organization a franchise operator?

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Will your organization use subcontractors for this contract?

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Financial Stability: Please include a copy of your business license, certificate of occupancy, and two years of audited financial statements.

List Trade, Bank & Insurance References we can contact:

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List at least three references of on-going or recently performed Child Nutrition Programs Services at schools or similar institutions. 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: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Term: \_\_\_\_\_
2. School: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Term: \_\_\_\_\_
3. School: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Term: \_\_\_\_\_

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 closure of the bid period and with sufficient time allowed for a reply to reach all bidders before the closing of the bid period. 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 closing of the bid period.

## 3. Bidders Having Interest in More Than One Bid

Each entity may submit only one bid. If more than any one representative of an entity submits more than one bid, all such bids shall be rejected.

## 4. Time for Receiving Bids

Bids shall be submitted at the address specified on the RFP of the SFA no later than the exact time and date indicated on the face of this RFP.

## 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 SFA, price and other factors considered. Consideration shall be given to such matters as FSMC integrity, compliance with public policy, record of past performance, and financial and technical resources.
- b) The SFA 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 SFA 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 upon 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 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup> 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 SFA, will be considered at any time it is received and may be accepted.

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## SECTION C: SPECIFICATIONS / WORK STATEMENT

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### C.1 SCOPE

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**LEARN DC** is seeking a Food Service Management Company (FSMC) to furnish **Unitized** meals to be served to children participating in the Child Nutrition Programs including but not limited to the National School Lunch Program, School Breakfast Program, Afterschool Snack, Fresh Fruit and Vegetable Program, Child and Adult Care Food, and the Summer Food Service Program established by the United States Department of Agriculture. As part of waste management, the FSMC will be responsible for monitoring daily meal participation with the goal of reducing food waste. The SFA shall be billed for meals served to students plus a monthly waste management fee, instead of being billed for meals ordered. The monthly waste management fee will take the place of costs associated with food waste due to leftover meals and incentivize the FSMC to decrease waste.

The monthly waste management fee will be determined prior to awarding the contract and can be renegotiated once a year during price negotiations for potential contract extensions.

The code of federal regulations and the D.C. Healthy Schools Act, and its subsequent amendments, set forth the terms and conditions applicable to the proposed procurement. All meals furnished by the FSMC must also be in compliance with the Healthy Schools Act and its subsequent amendments.

#### Values Statement

**LEARN** is committed to serving healthful, delicious, and nutritionally sound meals to its students to promote a healthy lifestyle and diet. **LEARN DC's** goals for school meals include are detailed below. The SFA seeks a FSMC that is able and enthusiastic to work with the SFA to achieve these goals.

Serve meals appealing to Pre-K3 to 1<sup>st</sup> grade and Elementary Schools. Must have easy to eat meals with preference for sliced fruit daily that are pre-packaged.

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Bidders should respond to the above values statement by explaining here how their values align with the SFA's and what steps they are willing to take to help achieve them.

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1. FSMC agrees to furnish meals 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. FSMC agrees to serve and provide Unitized meals. The SFA reserves the right to determine the type of meal served at each site, to each grade, and for each meal service. SFA prefers cut fruit but will accept whole fruit. FSMC to provide two costing models that include cut fruit 3X a week and whole fruit daily.
3. FSMC agrees to **deliver** meals. The SFA reserved the right to determine the type of meal preparation at each site, to each grade, and for each meal service.
4. All meals furnished must meet or exceed USDA requirements set out in attachments, attached hereto and made a part hereof. <http://www.fns.usda.gov/cnd>
5. **All meals furnished must meet or exceed the requirements of the Healthy Schools Act and its subsequent amendments, 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.
6. FSMC shall furnish meals as ordered by the SFA during the period of **01-01-2022** to 7-31-2022. Meals shall be served according to Schedule B. SFA will work with FSMC to determine best start date.
7. USDA Foods
  - a. The FSMC 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 USDA Foods and bonus foods), and including the value of donated foods contained in processed end products in accordance with §250.51(a);
  - b. The method of determining the donated food values to be used in crediting, 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.5, D.5, and G.1.
  - 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 FSMC 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 FSMC will use all donated beef and pork products, and all processed end products, in the SFA's food service;

- ii. The FSMC 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 FSMC will prepare and serve meals in accordance with 7 CFR part 250.50 (d)(1);
  - iv. The FSMC will order or select donated foods, in coordination with the recipient agency and in accordance with 7 CFR part 250.58(a);
  - v. The payment of processing fees or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with the requirements in 250 part C
  - vi. The procurement of processed end products on behalf of the SFA or acting of intermediary in passing the donated food value in processed end products on to the recipient agency, 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;
  - vii. The FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;
  - viii. The FSMC will comply with the storage and inventory requirements for donated foods in 250.14;
  - ix. The distributing agency, the SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods;
  - x. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b); and
  - xi. The extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.
- e. Per 7 CFR210.16(a)(6), all federally donated foods received by the SFA and made available to the FSMC must accrue only to the benefit of the SFA's nonprofit food service and shall be fully utilized therein.
  - f. SFAs that have participated in Child Nutrition Programs for one year and are in good standing can use USDA Foods.
  - g. In the event a FSMC has not fully utilized the USDA Foods PAL by the end of the school year, the FSMC 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 FSMC will, at the State Agency's discretion, pay the value of the remaining donated foods or return the unopened cases for the benefit of the school. However, the FSMC cannot pay the SFA for any unused beef, pork, or processed end products, but instead must return these to the SFA.

7a. USDA Foods

- a. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's 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 250.36;
- b. The method of determining the donated food values to be used in crediting, 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, D.5, and G.1.
- c. 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. Activities relating to donated foods that the FSMC will be responsible for in accordance with the applicable requirements in 7 CFR part 250; are listed here:
  - i. The FSMC 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;
  - ii. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service.
  - iii. The FSMC must compensate the distributing agency or the SFA, as appropriate, for the loss of donated foods, or for the loss of commercially purchased foods substituted for donated foods in accordance with 250.33.3.c
  - iv. The FSMC will comply with the storage, food safety, quality control and inventory management requirements for donated foods per 250.35;
  - v. The distributing agency, the SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods;
  - vi. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 250.37;
  - vii. The extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.
  - viii. The FSMC will not commingle backhauled foods or use the backhauled food as substitutes. The FSMC may only use backhauled foods in end products that are delivered to the SFA from which they were received, in accordance with 7 CFR 250.38(b)(5), (c)(11).
  - ix. The FSMC will obtain independent CPA audits and correct any deficiencies identified in the audits, in accordance with 7 CFR 250.38(c)(18)
  - x. The FSMC will enter into adequate data sharing, reporting, and crediting agreements with any and all distributors delivering processed end products to the SFA.
  - xi. FSMC agrees to provide a performance bond or letter of credit to the SFA as part of this bid that protects the value of donated foods to be received for processing in accordance with 7 CFR 250.32(a); 250.38(c)(5).

- xii. End product data schedules [two options] [Option 1 for contracts with in-state processors: The FSMC agrees to submit an end product data schedule in accordance with 7 CFR 250.33 and before processing donated foods into end products. A new submission is required for each new end product or when altering the ingredients or other pertinent information in an existing end product. The FSMC will submit the data schedule to [OSSE/distributing agency] and, if containing donated red meat or poultry, to the USDA. The data schedule should include a description of the end product; the types and quantities of donated foods included; the types and quantities of other ingredients included; the quantity of end product produced; and the processing yield of donated food. Option 2 for contracts with multi-state processors: The FSMC agrees to submit an end product data schedule to the USDA in accordance with 7 CFR 250.33 and before processing donated foods into end products. A new submission is required for each new end product or when altering the ingredients or other pertinent information in an existing end product. The data schedule should include a description of the end product; the types and quantities of donated foods included; the types and quantities of other ingredients included; the quantity of end product produced; and the processing yield of donated food.]
    - d. Per 7 CFR210.16(a)(6), all federally donated foods received by the SFA and made available to the FSMC must accrue only to the benefit of the SFA's nonprofit food service and shall be fully utilized therein.
    - e. SFAs that have participated in the Child Nutrition Programs for one year and are in good standing can use USDA Foods.
    - f. In the event a FSMC has not fully utilized the USDA Foods PAL by the end of the school year, the FSMC must credit the 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 FSMC will, at the State Agency's discretion, pay the value of the remaining donated foods or return the unopened cases for the benefit of the school. However, the FSMC cannot pay the SFA for any unused beef, pork, or processed end products, but instead must return these to the SFA.
- 8. For the FFVP, the FSMC 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 produce will not be served with breakfast, lunch, or afternoon snack.
  - 9. 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.
  - 10. SFA shall send the FSMC a copy of their FFVP allocated funding, and FSMC will not spend more than allocated. Serving sizes and types of fruits and vegetables will be altered to fit within the budget.

11. The FSMC 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 FSMC 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 FSMC must provide certification of domestic origin. In the event that the FSMC cannot obtain a domestic product due to availability and/or a significantly higher cost, and cannot find an appropriate substitute, the FSMC 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 FSMC 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 FSMC is requesting to purchase this item from a non-domestic source.
12. The FSMC must keep SFA informed of new products, new brands or labels, or promotions that would be advantageous to the operations of the SFA's program, inclusive of point-of-sale materials and give-away promotions.
13. The FSMC agrees to make available to the SFA a knowledgeable K-12 representative who is well versed in all aspects of the associated Federal and State regulations and in the process of accounting for and reporting USDA Foods usage on a timely and accurate basis.
14. The FSMC must make reasonable modifications to accommodate children with disabilities. This includes providing special meals, at no extra charge, to students with disabilities 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 SFA will provide FSMC with all documentation for approved meal modifications.

15. The FSMC shall submit five (5) samples each of five (5) breakfast and five (5) lunch meals, according to the food specifications per the sample menu to the SFA on or before TBD. Failure to submit samples shall be cause for rejection of the offer.
16. Samples shall be evaluated to determine compliance with all characteristics listed in the Request for Proposal. Failure of samples to conform to all characteristics listed in the food specifications may be cause for rejection of the offer. Products provided under any resulting contract shall strictly comply with the approved samples and according to the specifications.
17. The FSMC can offer a la carte food service program if free, reduced, and paid reimbursable meals are available for all eligible students upon approval from the SFA.
18. Per 7CFR 210.16(a)(2), the food service operation must always remain in conformance with LEARN DC's agreement under the Program. The FSMC's operations must remain in conformance with this agreement.
19. Per 7 CFR 210.16(a)(3), LEARN DC will monitor the food service operation through periodic on-site visits.
20. Per 7 CFR 210.21(e), at no time and in no place on school premises or at any school-sponsored event may the SFA or the FSMC directly or indirectly restrict the sale or marketing of fluid milk.
21. LEARN DC retains control of the non profit School Food Service account and overall financial responsibility for the nonprofit food service account and establish all prices, as well as maintaining responsibility for the implementation of the free and reduced price policy.
22. LEARN DC retains signature authority of the State Agency and SFA agreement, free and reduced price policy statement and claims for reimbursement.
23. The FSMC shall maintain such records as the SFA will need to support its claim for reimbursement, and at a minimum, report claim information to the SFA promptly at the end of each month. Such records shall be made available to the SFA upon request, and shall be retained for three years after the current school year, in accordance with 7 CFR210.23(c).
24. Free and Reduced Price Meal Process – the SFA determines eligibility for free and reduced price meals and free milk in accordance with 7 CFR 245 and 7 CFR 210.16(a)(5). Such responsibilities include conducting any hearings related to such determinations and verification of applications for free and reduced price meals.
25. Professional Standards – Employees of the SFA and of the FSMC must comply with the requirements contained within the Professional Standards regulations. The FSMC is responsible for ensuring that all FSMC staff are meeting all Professional Standards regulations.

26. Adult Meals – Adult meal charges will be established by the SFA in accordance with USDA Food and Nutrition Instruction 782-5, Pricing of Adult Meals in the National School Lunch and School Breakfast Programs.

## C.2 USE OF ADVISORY GROUP/MENUS

1. **LEARN DC** is responsible for the formation, establishment of, and scheduling of periodic meetings of an advisory board composed of FSMC staff, students, teachers, 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. FSMC is responsible for participating in periodic meetings with the advisory board.

2. **LEARN DC** received permission from OSSE to request the menus from the FSMC. FSMC 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 and the requirements of the D.C. Healthy Schools Act and its subsequent amendments. The FSMC must comply with the 21 day cycle menu submitted for the first 21 days of the meal service; thereafter, changes may be made with the approval of the SFA. The SFA shall approve menus no later than two weeks prior to service. FSMC proposals must identify if they plan to change the 21 day menu included in the RFP. If so, the FSMC must identify how it will change the menu and the financial impact to revenues and expenses.

## C.3 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

**LEARN DC** is committed to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms when possible in accordance with 2 CFR 200.321. The SFA commits to all necessary and affirmative steps to assure such contracting, including:

- Placing such qualified businesses on solicitation lists;
- Assuring such businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller quantities to permit maximum participation by such businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation by such businesses;
- Using the service and assistance, as appropriate, of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the FSMC, if subcontracts are to be let, to also take these affirmative steps.

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## C.4 APPLICABLE DOCUMENTS

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The FSMC must conduct all program operations in accordance with federal regulations, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 250, 2 CFR 200.318-.326, 2 CFR Appendix II to Part 200, Part 180 and FNS instructions, policies and memoranda, as applicable, in addition to all state and local regulations, policies and procedures, including but not limited to the Healthy Schools Act and its subsequent amendments and all State Agency memoranda and requirements. It is the duty of the FSMC to apprise themselves of all Program requirements and to bid only on those contracts for which it has the applicable knowledge and can suitably comply.

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## C.5 SPECIFICATIONS

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### 1. Packaging:

- a) The FSMC 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 thereunder. The FSMC shall ship containers in compliance with the National Motor Freight Classification. To ensure that the receiving entity properly handles and stores items, the FSMC 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° (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 provided with the following non-food items: condiments, straws for milk, napkins, single service ware, etc.
- f) The FSMC 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](http://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.6 WAREHOUSE, PREP AREA (KITCHEN), AND DISTRIBUTION FOOD SAFETY

1. The FSMC shall provide a copy of licenses and permits that are required by USDA and Federal and Local laws and regulations.
2. In the event the FSMC's license is revoked or if the FSMC receives an unfavorable rating notice in accordance with its local jurisdiction, or the FSMC's facilities are closed for health code violations, the FSMC shall notify the SFA immediately.
3. [LEARN DC](#) reserves the right to terminate the contract for default without advance notice in the event the FSMC is closed for the reasons cited in C.5.2 above.
4. The FSMC shall develop and maintain a food safety program (HACCP) to ensure compliance with food handling, preparation, holding, storing and distribution industry standards.

5. The FSMC shall monitor and evaluate the food safety program listed above to ensure compliance with current Federal, State, and Local Food Safety Standards and Regulations.
6. The FSMC 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 [LEARN DC](#). Any findings by a USDA's FSIS, State or Local inspection of the FSMC facility that documents a critical sanitary deficiency shall be reported immediately to the SFA with an attached report of the corrective action taken within seven (7) working days from discovery.
7. The FSMC 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.

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#### C.7 STORED PRODUCTS PEST MANAGEMENT PROGRAM

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The FSMC shall establish and maintain a stored products pest management program that establishes pest management practices for food and other collected non-food items. Also, the FSMC shall monitor and evaluate the program for compliance in accordance with accepted industry standards. These standards shall include but not be limited to the Code of Federal Regulations, Title 21, part 110, Good Manufacturing Practices, the Federal Drug and Cosmetic Act of 1938, and pertinent state and local laws and regulations.

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#### C.8 FSMC'S RESPONSIBILITY TO PROVIDE QUALITY ASSURANCE

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##### 1. HACCP Standards

The FSMC 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, not just ingredients alone.

2. The FSMC 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 provided;
  - 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 SFA;
  - 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.

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#### C.9 FARM TO SCHOOL

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1. The FSMC agrees to serve locally-grown or raised unprocessed foods from growers engaged in sustainable agriculture practices whenever possible, and at minimum once daily.
2. The FSMC will provide a quarterly summary report, stating which farm supplies the locally grown or raised agricultural products, amount, and type purchased for that period.
3. The FSMC will participate in SFA farm to school events by sourcing local produce for Strawberries and Salad Greens Day and Growing Healthy Schools Month.

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## SECTION D: GENERAL CONDITIONS

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### D.1 DELIVERY REQUIREMENTS

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- a) The FSMC shall provide only items and quantities ordered by the SFA and as specified under Section C of the contract.
- b) Meals shall be provided daily to each of the locations and times listed in Schedule A.
- c) The FSMC shall place all deliveries in a location assigned by person(s) designated by the SFA. 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 FSMC shall be responsible for providing all meals and products at the specified time. Adequate refrigeration or heating shall be provided during delivery and service of all food to ensure the safeguard of food in accordance with State or local health codes.
- e) The SFA reserves the right to add or delete sites so long as that addition or deletion does not result in a material change (*i.e.*, the value of the additional goods will not exceed 10% of the value of the contract). This shall be done by amendment of Schedule A. Deletion or addition of 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 FSMC's invoice shall show the cost as a separate item for that school.
- f) Any deviations from the requirements including package size and content by the FSMC may be allowed only upon written request from the SFA.
- g) If utilizing unitized meals, the FSMC shall not change the package size or content without obtaining written approval from the SFA
- h) The FSMC shall ensure all refrigerated food is kept at an internal temperature of 40° Fahrenheit or below.
- i) The FSMC shall ensure all frozen food items are kept 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 FSMC's name and purchase order number. Failure to comply with these instructions shall place the material at the FSMC's risk.
- k) If a meal service cannot be fulfilled for any reason, the FSMC shall immediately notify the SFA's designated representative. The FSMC shall provide SFA with the reason. If the reason is accepted, the SFA designee shall give the FSMC an alternate meal service time, which shall satisfy the needs at

the site(s) missed in the meal service. The FSMC shall be required to provide only quantities for which an order was made by SFA prior to meal service.

- 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 FSMC shall not schedule deliveries to [LEARN DC](#) 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 meal service scheduled to [LEARN DC](#) for that day (s) shall be automatically cancelled and [LEARN DC](#) shall not assume responsibility for meals. In such circumstances [LEARN DC](#) shall have the right to adjust meal service plans at its discretion.
- p) When schools are closed for snow or other emergencies requiring short notice, the FSMC shall call [Andrea Groening](#) 202.949.0930 for disposition of orders.

## D.2 EMERGENCIES

In the event of unforeseen emergency circumstances, the FSMC shall immediately notify the SFA by telephone at 202.949.0930 followed by email at [agroeninger@learncharter.org](mailto:agroeninger@learncharter.org) of the following:

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

No payments will be made for deliveries made later than 45 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 FSMC at least 48-hour notice.

In the event of school closures or students transitioning to a virtual posture due to public health or other emergencies, the SFA's needs will change with respect to quantities needed and may change with respect to delivery times and packaging. The quantities estimated in the pricing sheet are based on in-person meal service, which the SFA hopes will be the predominant form of meal service for the base year and all option years. If the SFA has to switch to a full or hybrid virtual posture, food requirements are likely to be 50% percent less for that period of the contract. The SFA will communicate any change in plans to the FSMC within 24 hours of being informed by the District government. Please list the options (specifications and cost) for "to-go" packaging for meals in the pricing sheet.

Please list the sanitary precautions the FSMC has put in place to control transmission and/or contamination (for example, personal protective equipment, physical distancing, contactless delivery options, and/or extra sanitation and cleaning):

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### D.3 SUPERVISION AND INSPECTION

The FSMC 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 FSMC. Production records and delivery tickets must be itemized to show the number of meals of each type delivered to each school. Designees of the SFA at each school will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the SFA only if signed by the SFA's designee at the school. The SFA must retain a copy of all signed delivery tickets. Production Record templates must be approved by the state agency prior to use, or the FSMC may use the state agency provided template in Attachment I. The FSMC is responsible for completing all portions of the production record before, during and after meal service and information must accurately reflect the number of each meal component served to students. Production records must be completed according to federal regulations.
- 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 FSMC 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 FSMC 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 SFA, and the Comptroller General of the United States at any reasonable time and place.

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#### D.5 METHOD OF PAYMENT

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The FSMC shall submit its itemized invoice to the SFA Monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals provided 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 SFA has signed the required delivery receipts. All systems of sales utilized must provide clear documentation of crediting for the value of the donated foods contained in the meals.

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#### D.6 INSPECTION OF FACILITY

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- a) The SFA, the State Agency, and the USDA reserve the right to inspect the FSMC'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 service of meals.
- a) The FSMC's facilities shall be subject to periodic inspection by USDA, District health departments or any other agency designated to inspect meal quality for the State. Bidders shall submit their two (2) most recent health inspections.

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#### D.7 INSURANCE

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The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the District of Columbia and have an A.M. Best Company rating of A-VIII or higher. The FSMC shall require all of its subcontractors to carry the same insurance required herein. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award.

The FSMC shall ensure that all policies provide that the SFA 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 FSMC shall provide the SFA with ten (10) days prior written notice in the event of non-payment of premium.

The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent FSMC's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/person.

The general liability policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The FSMC shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

The FSMC 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.

The FSMC 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.

The FSMC 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.

1. General Liability: 1,000,000
2. Workman's Compensation: 1,000,000
3. Vehicle Insurance: 1,000,000
4. Employer's Liability Insurance: 1,000,000

The SFA shall be named as additional insured on the General Liability and Automobile insurance policy. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, and Worker's Compensation.

In addition, the FSMC 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 FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.

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#### D.8 AVAILABILITY OF FUNDS

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- a) The SFA 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 Lunch Program, School Breakfast Program, Fresh Fruit and Vegetable Program, the Child and Adult Care Food Program, and the Summer Food Service Program.

- b) It is further understood that, in the event of cancellation of the contract, the SFA shall be responsible for meals that have already been assembled and provided in accordance with this contract.

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#### D.9 NUMBER OF MEALS AND DELIVERY TIMES

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The FSMC 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 provided meals is determined.

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#### D.10 TERMINATION

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- a) The SFA or the FSMC may terminate the contract for cause or for convenience, by giving sixty (60) days written notice.
- b) Neither the FSMC 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, or for any acts not within the control of either the FSMC or the SFA, respectively, and which by the exercise of due diligence it is unable to prevent.
- c) The SFA reserves the right to terminate this contract if the FSMC fails to comply with any of the requirements of this contract. The SFA shall notify the FSMC, in writing, of specific instances of non-compliance. In instances where the FSMC has been notified on non-compliance with the terms of the contract, and has not taken immediate corrective action, the SFA shall have the right, upon written notice, to immediately terminate the contract and the FSMC shall be liable for any damages incurred by the SFA. The SFA shall negotiate a re-purchase contract on a competitive basis to arrive at a fair and reasonable price.
- d) The SFA shall give written notice to the FSMC and terminate the right of the FSMC to proceed under this contract if the SFA finds that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the FSMC to any officer or employee of the SFA 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 SFA 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 SFA shall be entitled:
  - a. To pursue the same remedies against the FSMC as it could pursue in the event of a breach of the contract by the FSMC, 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 FSMC in providing any such gratuities to any such officer or employee.

- f) The rights and remedies of the SFAs 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.

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#### D.11 SUB-CONTRACTS AND ASSIGNMENTS

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Subcontracting is prohibited for schools operating CACFP or SFSP.

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#### D.12 ECONOMIC PRICE ADJUSTMENT AND PRICE RENEGOTIATION

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Renegotiation of meal prices (as applicable) will not be allowed in the initial term of the agreement. Renegotiation will be allowed in the subsequent years of the agreement based on changes in meal prices (see Section F.2 for details on option years). An economic price adjustment allows the FSMC to increase their price to the SFA and allows the SFA to demand a price reduction. If the FSMC requests a price increase for meals under the agreement, the annual percentage increase must be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) for the applicable area (Washington D.C. area, or Southern region) for the most recent 12-month period immediately preceding the month in which the contract expires. Before any fee or price increases can be implemented, the FSMC must document through cost documentation or price analysis the need for such price increase. Any increase or decrease in price will be documented as set forth in B.2. Price increases for costs not directly related to the products (e.g., gas prices for delivery) will be considered on a case-by-case basis and may be denied.

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

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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.

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#### D.14 CONTRACT WORK HOURS AND SAFETY STANDARDS

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The FSMC 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 FSMC 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 FSMC 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.

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## SECTION E: GENERAL PROVISIONS

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### E.1 EQUAL OPPORTUNITY

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(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 FSMC agrees as follows:

1. The FSMC will not discriminate against any employee or applicant for employment because of race, color, disability, age, sex, or national origin, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. The FSMC 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 FSMC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SFA setting forth the provisions of this Equal Opportunity clause.
3. The FSMC will, in all solicitation or advertisements for employees placed by or on behalf of the FSMC, state that all qualified applicants will receive consideration for employment without regard to race, color, disability, age, sex, or national origin.
4. The FSMC 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 SFA, advising the labor union or workers' representative of the FSMC'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 FSMC 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 FSMC 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 SFA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the FSMC'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 FSMC 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 FSMC 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 SFA may direct as a means of enforcing such provisions, including sanctions for non-compliance. The FSMC may request the United States to enter into such litigation to protect the interests of the United States, in the event the FSMC becomes involved in, or is threatened with, litigation with a sub-FSMC or FSMC as a result of such direction by the SFA.
9. The FSMC 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.

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## E.2 CLEAN AIR AND WATER

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

The FSMC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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## E.3 CLEAN AIR AND WATER CERTIFICATION

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(Applicable only if the contract exceeds \$150,000 or the SFA has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 USC 1319 (c) (1)) and is listed by EPA, or is not otherwise exempt.)

The bidder certifies as follows:

1. Any facility to be utilized in the performance of this proposed contract has not been listed on the Environmental Protection Agency List of Violating facilities.
2. He will promptly notify the SFA, 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.

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## SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

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### F.1 TERM OF CONTRACT

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

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### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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LEARN DC 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 FSMC before the expiration of the contract; provided that the SFA gives the FSMC preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the LEARN DC 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 FSMC may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the SFA prior to expiration of the contract.

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## SECTION G: CONTRACT ADMINISTRATION

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### G.1 INVOICE PAYMENT

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LEARN DC will make payments to the FSMC, 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, including those for USDA Foods.

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### G.2 INVOICE SUBMITTAL

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

LEARN DC  
100 Duncan Ave. SW  
Washington DC, 20032  
202-949-0930

2. FSMC 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 FSMC shall submit the following information on the invoice;
  - a) FSMC'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 meals 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 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.

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## SECTION H: INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

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### H.1 METHOD OF AWARD

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1. **LEARN DC** reserves the right to accept/reject any/all bids resulting from this solicitation. The SFA 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 SFA may award a single contract resulting from this solicitation to the responsive and responsible bidder who submits the most favorable proposal, taking all factors into consideration.

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## SECTION I: PREPARATION AND SUBMISSION OF BIDS

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1. The SFA may reject as non-responsive any bid that fails to conform in any material respect to the RFP.
2. The SFA 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.

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## SECTION J: FAMILIARIZATION WITH CONDITIONS

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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.

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## SECTION K: QUESTIONS ABOUT THE SOLICITATION

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If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically to the SFA contact's e-mail address. The prospective bidder should submit questions no later than **7** days prior to the closing date and time indicated for this solicitation. The SFA may not consider any questions received less than **6** days before the date set for submission of bids. The SFA will furnish responses to the FSMC 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 SFA 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.

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## **SECTION L: EVALUATION FACTORS**

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### **L.1 EVALUATION FOR AWARD**

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

## L.2 TECHNICAL RATING SCALE

Bids will be evaluated using the following criteria:

- **Pricing – 40 points**
  - Total Bid Cost (*Base Year*)
- **Method of Approach and Implementation – 30 points**
  - Menus (*Menus and nutrient analysis meet federal and state requirements and any other requirements in RFP. Show variety in nutritional food choice including vegetarian options*) – **5 points**
  - Menus meet additional specifications in the RFP **5 points**
  - Utilization of USDA Foods – **5 points**
  - Food & Packaging (*Appearance, Quality, Taste and Acceptance*) – **5 points**
  - Staff Professional Development (*Training capabilities: the Bidder and its staff, in conjunction with the SFA must participate in training programs*) – **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*) - **5 points**
- **Bidder's Experience, Expertise, & Reliability (Based on past experience or 3-5 references) – 20 points**
  - Knowledge of USDA, District requirements –**5 points**
  - Dependability (*on-time deliveries, accuracy filling orders*) –**5 points**
  - Inspection for production facility (*Facility be used must have passed USDA or Health Department Inspection, and maintain a comprehensive HACCP plan*) –**5 points**
  - Customer Service (*responsiveness in communication, proven track record, adept at fixing issues promptly*) **5 points**
- **Proven Organizational Capacity – 5 points**
  - Seasons delivering meals/ in operation
  - Experience at this scale
  - Organizational structure designed to provide good internal operations and customer service
- **Community Connection, Values Alignment– 5 points**
  - Interest in SFA business, good fit
  - Value for Dollar response
  - Education/engagement and farm to school (if applicable)

Numeric Rating	Adjective	Description
0	Completely Deficient	Element is missing or is completely nonresponsive to the request
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	Meal Service Time
				Breakfast Lunch Snack Supper			
LEARN DC	100 Duncan Ave. SW Washington DC, 20032	(202) 949-0930	Shiyi Van Gorden	Breakfast Lunch Snack Supper	115 109 160	TBD	
				Breakfast Lunch Snack Supper			
				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.

Click here to enter text.

Signature

Title

Click here to enter text.

Click here to enter a date.

Telephone Number

Date



# LEARN Charter School Network

## 2021-2022 **FAMILY** School Calendar – **DC Campus**

July 2021				
M	Tu	W	Th	F
			1	2
5 <sup>H</sup>	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

August 2021 <sup>(2)</sup>				
M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30 <sup>F</sup>	31			

September 2021 <sup>(21)</sup>				
M	Tu	W	Th	F
		ER 1	2	3
6 <sup>H</sup>	7	ER 8	9	10
13	14	ER 15	16	17
20	21	ER 22	23	24
27	28	ER 29	30	

October 2021 <sup>(18)</sup>				
M	Tu	W	Th	F
				1
4	5	ER 6	7	8 <sup>PC</sup>
11 <sup>H</sup>	12 <sup>PL</sup>	ER 13	14	15
18	19	ER 20	21	22
25	26	ER 27	28	29

November 2021 <sup>(15)</sup>				
M	Tu	W	Th	F
1	2	ER 3	4	5 <sup>Q1</sup>
8	9	ER 10	11 <sup>H</sup>	12 <sup>PL</sup>
15	16	ER 17	18	19
22 <sup>PL</sup>	23 <sup>PL</sup>	24 <sup>H</sup>	25 <sup>H</sup>	26 <sup>H</sup>
29	30			

December 2021 <sup>(16)</sup>				
M	Tu	W	Th	F
		ER 1	2	3
6	7	ER 8	9	10
13	14	ER 15	16	17
20	21	ER 22	23 <sup>H</sup>	24 <sup>H</sup>
27 <sup>H</sup>	28 <sup>H</sup>	29 <sup>H</sup>	30 <sup>H</sup>	31 <sup>H</sup>

January 2022 <sup>(20)</sup>				
M	Tu	W	Th	F
3	4	ER 5	6	7
10	11	ER 12	13	14
17 <sup>H</sup>	18	ER 19	20	21 <sup>Q2</sup>
24	25	ER 26 <sup>PC</sup>	27	28
31				

February 2022 <sup>(15)</sup>				
M	Tu	W	Th	F
	1	ER 2	3	4
7	8	ER 9	10	11
14	15	ER 16	17	18
21 <sup>H</sup>	22 <sup>H</sup>	23 <sup>H</sup>	24 <sup>H</sup>	25 <sup>H</sup>
28				

March 2022 <sup>(22)</sup>				
M	Tu	W	Th	F
	1	ER 2	3	4
7	8	ER 9	10 <sup>PC</sup>	11
14	15	ER 16	17	18
21	22	ER 23	24	25
28	29	ER 30	31	

April 2022 <sup>(15)</sup>				
M	Tu	W	Th	F
				1
4	5	ER 6	7	8 <sup>Q3</sup>
11 <sup>H</sup>	12 <sup>H</sup>	13 <sup>H</sup>	14 <sup>H</sup>	15 <sup>H</sup>
18 <sup>PL</sup>	19	ER 20	21	22
25	26	ER 27	28	29

May 2022 <sup>(21)</sup>				
M	Tu	W	Th	F
2	3	ER 4	5	6
9	10	ER 11	12	13
16	17	ER 18 <sup>PC</sup>	19	20
23	24	ER 25	26	27
30 <sup>H</sup>	31			

June 2022 <sup>(15)</sup>				
M	Tu	W	Th	F
		ER 1	2	3
6	7	ER 8	9	10
13	14	ER 15	16	17 <sup>H</sup>
20	21	Q4 22 <sup>L</sup>	23 <sup>PL</sup>	24 <sup>PL</sup>
27	28	29	30	

<b>F</b>	First Day of School
<b>L</b>	Last Day of School
<b>H</b>	Holiday/School Break
<b>PC</b>	Parent/Teacher Report Card Conferences
<b>Q</b>	End of Quarter

<b>PL</b>	Professional Learning - ALL staff reports
<b>ER</b>	Early Release for Professional Learning 1:30 Student Dismissal, 1:45-4:30 Professional Learning
<b>( )</b>	Monthly instructional days 8:30am – 4:00pm

- **School Hours**

- 8:30am – 4:00pm

- **School Calendar**

- **180** student attendance days (instructional days)
- Classes begin on Monday, August 30, 2021
- Classes end on Wednesday, June 22, 2022

- **Quarters**

Q

- Quarter 1: Friday, November 5, 2021 (46 days)
- Quarter 2: Friday, January 21, 2022 (40 days)
- Quarter 3: Friday, April 8, 2022 (48 days)
- Quarter 4: Wednesday, June 22, 2022 (46 days)

- **Parent/Teacher Report Card Conference Days**

PC

- Quarter 1 Progress Check – Friday, October 8, 2021: No classes
- Quarter 2 Progress Check – Wednesday, January 26, 2022: Early release
- Quarter 3 Progress Check – Thursday, March 10, 2022: No classes
- Quarter 4 Progress Check – Wednesday, May 18, 2022: Early release

- **School Vacations and Holidays – Schools are closed**

H

- Labor Day: September 6
- Indigenous Peoples' Day: Monday, October 11
- Veteran's Day: November 11
- Thanksgiving Break: Wednesday, November 24 – Friday, November 26
- Winter Break: Thursday, December 23 – Friday, December 31
- Dr. Martin Luther King Day: January 17
- February Break: Monday, February 21 – Friday, February 25
- Spring Break: Monday, April 11 – Friday, April 15
- Memorial Day: May 30
- Juneteenth Observed: June 17

- **Professional Learning Days – Non-attendance days for students**

- All staff reports **Professional Learning** throughout the year:
  - October 12
  - November 12
  - November 22-23
  - April 18
  - June 23-24

## SCHEDULE C: SUMMARY OF OPERATIONAL RESPONSIBILITIES

Item	FSMC	SFA
<b>Food &amp; Supplies</b>		
Direct purchase of food and related supplies including paper	X	
Ownership of inventory of food and related supplies		X
Laundry, linen, and uniforms	X	
Seasonal decorations and merchandising	X	
<b>Sanitation &amp; Housekeeping</b>		
Usual and customary cleaning of good equipment	X	
Usual and customary cleaning of food preparation, storage, and dish room areas	X	
Usual and customary cleaning of serving area equipment, counters, and floors		X
Usual and customary cleaning of dining area equipment, counters, tables, & chairs		X
Usual and customary cleaning of dining area floors and carpet		X
Heavy cleaning such as: hoods, windows, carpets, ceilings, draperies, blinds, light fixtures		X
Transporting refuse to immediate refuse collection area	X	
Removing refuse from immediate refuse collection area		X
Setting up and cleaning up of food service areas for non-food service functions		X
Pest control		X
Janitorial supplies (for food service areas)	X	
Internal transportation and related expenses	X	
Cleaning of grease traps (if applies)		X
Cleaning of exhaust hoods (if applies)		X
<b>Space, Equipment, &amp; Maintenance</b>		
Space rent		X

Preventative maintenance of food service large equipment (stoves/ovens, refrigerator, freezer, ice-maker, disposal, steamer, steamtable (s), tilt-topped table, fryer)		X
Maintenance of food service fire extinguishing equipment		X
Maintenance of food service facilities		X
Equipment preventive maintenance & repair		X
Equipment replacement		X
Taking of small wares/equipment inventory	X	
Small wares base and replacement cost		X
Payment of utilities for food service areas		X
<b>Office &amp; Administrative</b>		
Office Furniture		X
Computer hardware/software	X	
Office Supplies	X	
POS System		X
Basic Business License		X
Comprehensive insurance as described on Certificate of Insurance	X	X
Monthly financial reporting	X	
General SFA reporting – Health Inspection, other	X	
Telephone and data communications infrastructure		X
Internal communication systems		X
Advertising/Marketing		X
<b>Function Related</b>		
Facilities Scheduling (Event Management – booking and coordinating spaces)		X
Planning and contracting function menus and services	X	

Setting up and breaking down up of tables, chairs, and related equipment		X
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## ATTACHMENT A: CHILD NUTRITION MEAL PATTERN

<b>Lunch Meal Pattern</b>				
	<b>Preschool</b>	<b>Grades K-5</b>	<b>Grades 6-8</b>	<b>Grades 9-12</b>
<b>Food Components</b>	<b>Amount of Food per Week (minimum per day)</b>			
Fruits (cups)	1½ (¼)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups)	1½ (¼)	3¾ (¾)	3¾ (¾)	5 (1)
Dark Green	N/A	½	½	½
Red/Orange		¾	¾	1¼
Beans and Peas (Legumes)		½	½	½
Starchy		½	½	½
Other		½	½	¾
Additional Vegetables to Reach Total		1	1	1½
Grains (ounce equivalents (oz. eq.), unless otherwise indicated)	1 ¼ slices/servings (¼ slice/serving) or 1½ cup (¼ cup)	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz. eq.)	7½ (1½)	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups)	3½ (¼)	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>				
Min-Max Calories (kcal)	N/A	550-650	600-700	750-850
Saturated Fat (% of total calories)	N/A	<10	<10	<10
Sodium Target 1: meet by July 1, 2014 (SY 2014–2015) (mg)	N/A	≤1,230	≤1,230	≤1,230
Sodium Target 2: meet by July 1, 2017 (SY 2017–2018) (mg)		≤935	≤1,035	≤1,080
Trans Fat	N/A	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving. (This does not apply to naturally occurring <i>trans</i> fats, present in some meat and dairy products.)		

**Breakfast Meal Pattern**

	Preschool	Grades K-5	Grades 6-8	Grades 9-12
<b>Food Components</b>	<b>Amount of Food per Week (minimum per day)</b>			
Fruits (cups)	2½ (½)	5 (1)	5 (1)	5 (1)
Vegetables (cups)	May count toward Fruits requirement.	May credit toward Fruits requirement. <sup>1</sup>		
Grains (oz. eq. unless otherwise indicated)	1 ¼ slices/servings (½ slice/serving) or 1¼ cup (¼ cup)	7-10 (1)	8-10 (1)	9-10 (1)
Meats/Meat Alternates (oz. eq.)	May substitute for Grains up to 3 times per week.	May credit toward Grains requirement if at least 1 oz. eq. of Grains is offered.		
Fluid milk (cups)	3 ¾ (¾)	5 (1)	5 (1)	5 (1)
	<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>			
Min-Max Calories (kcal)	N/A	350-500	400-550	450-600
Saturated Fat (% of total calories)	N/A	<10	<10	<10
	<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>			
Sodium Target 1: meet by July 1, 2014 (SY 2014-2015) (mg)	N/A	≤40	≤600	≤640
Sodium Target 2: meet by July 1, 2017 (SY 2017-2018) (mg)		≤485	≤335	≤70
<i>Trans fat</i>	N/A	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving. (This does not apply to naturally occurring <i>trans</i> fats, present in some meat and dairy products.)		

<sup>1</sup> Vegetables are not required in the SBP, but schools may choose to offer vegetables in place of fruits. To offer starchy vegetables in place of fruits, at least 2 cups of red/orange, dark green, legumes, or "other" vegetable subgroups must also be offered on a menu within the week. Effective February 15, 2019, through September 30, 2019, Federal funds may not be used to enforce this provision. This means that, through September 30, 2019, schools may offer any vegetable in place of fruits at breakfast, including potatoes and other starchy vegetables, without including vegetables from other subgroups in the weekly menus (Consolidated Appropriations Act, 2019, Section 768).

## AFTERSCHOOL SNACKS

### SELECT TWO OF THE FOUR COMPONENTS FOR A REIMBURSABLE SNACK

FOOD COMPONENTS AND FOOD ITEMS <sup>1</sup>	CHILDREN AGES 1 and 2	CHILDREN AGES 3-5	CHILDREN AGES 6-12 <sup>1</sup>
<b>Milk</b>			
fluid milk	4 fl oz (1/2 cup)	4 fl oz (1/2 cup)	8 fl oz (1 cup)
<b>Vegetable or Fruit<sup>2, 9</sup></b>			
Juice <sup>2, 9</sup> , fruit, and/or vegetable	1/2 cup	1/2 cup	3/4 cup
<b>Grains/Breads<sup>3, 4</sup></b>			
Bread	1/2 slice	1/2 slice	slice
Cornbread or biscuit or roll or muffin	1/2 serving	1/2 serving	1 serving
Cold dry cereal <sup>4</sup>	1/4 cup or 1/3 oz <sup>4</sup>	1/3 cup or 1/2 oz <sup>4</sup>	3/4 cup or 1 oz <sup>4</sup>
Cooked cereal grains	1/4 cup	1/4 cup	1/2 cup
Cooked pasta or noodles	1/4 cup	1/4 cup	1/2 cup
<b>Meat/Meat Alternate<sup>5, 6, 7</sup></b>			
Lean meat or poultry or fish	1/2 oz	1/2 oz	oz
Alternate protein products	1/2 oz	1/2 oz	oz
Cheese	1/2 oz	1/2 oz	oz
Egg (large)	1/2 large egg	1/2 large egg	1/2 large egg
Cooked dry beans or peas	1/8 cup	1/8 cup	1/4 cup
Peanut or other nut or seed butters	1 Tbsp	1 Tbsp	2 Tbsp
Nuts and/or seeds	1/2 oz	1/2 oz	oz
Yogurt <sup>8</sup>	2 oz or 1/4 cup	2 oz or 1/4 cup	4 oz or 1/2 cup

Children age 12 and older may be served larger portions based on their greater food needs. They may not be served less than the minimum quantities listed in this column.

Full strength vegetable and/or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice.

<sup>3</sup> Grains/Breads must be whole-grain or enriched, or made from whole-grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole-grain, enriched, or fortified.

<sup>4</sup> Either volume (cup) or weight (oz), whichever is less.

A serving consists of the edible portion of cooked lean meat or poultry or fish. Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.

Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

®Yogurt may be plain or flavored, unsweetened, or sweetened – commercially prepared.

Juice may not be served when milk is the only other component.

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Updated December 2007

Introduction ■ **I-15**

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

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Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (at-risk afterschool programs and emergency shelters)
Fluid Milk <sup>3</sup>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both <sup>4</sup>	¼ cup	½ cup	½ cup	½ cup
Grains (oz. eq.) <sup>5,6,7</sup>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>8</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>8,9</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	¼ cup	¼ cup	¼ cup	¼ cup

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

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

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

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

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

<sup>6</sup> Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains. 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.

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

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

<sup>9</sup> Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (at-risk afterschool programs and emergency shelters)
Fluid Milk <sup>3</sup>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Meat/meat alternates</b>				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products <sup>4</sup>	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	¾ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp.	3 tbsp.	4 tbsp.	4 tbsp.
Yogurt, plain or flavored unsweetened or sweetened <sup>5</sup>	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables <sup>6</sup>	⅓ cup	¼ cup	½ cup	½ cup
Fruits <sup>6,7</sup>	⅓ cup	¼ cup	½ cup	½ cup
Grains (oz. eq.) <sup>8,9</sup>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>10</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

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

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

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

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

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

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

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

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

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

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

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## ATTACHMENT C: ADDITIONAL CONSIDERATIONS - PK3 & PK4 STUDENTS

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### **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/tn/reducing-risk-choking-young-children-mealtimes>.

- 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 National School Lunch Program (NSLP)-participating private schools in the District of Columbia are eligible for the following local meal reimbursements and subsidies (in addition to USDA reimbursements and subsidies), provided that the meals meet all requirements outlined in the Healthy Schools Act of 2010 (HSA), as amended by the Healthy Students Amendment Act of 2018. The following HSA requirements list will support each eligible School Food Authority (SFA) in complying with these requirements.

TOPIC AREA	HSA REQUIREMENT
NUTRITIOUS MEALS	Schools shall provide a vegetarian food option as the main course for breakfast and lunch every day at all grade levels. This option must be rotated daily to avoid repetition and must be clearly labeled or identified as vegetarian.
	Schools are encouraged to serve plant-based food options as the main course at breakfast and lunch each day to each student.
	Schools shall provide meals that meet the dietary needs of children with diagnosed medical conditions as required by a licensed physician.
	Schools must reasonably accommodate religious and non-medical dietary restrictions. SFAs may not require a student requesting a plant-based or other non-medical dietary accommodations to obtain a note from a doctor.
	All milk shall be unflavored.
	All grain products shall be whole-grain rich, meaning that the product contains at least 50% whole grains and the remaining grains must be enriched.
	Schools shall solicit input from students, faculty, and parents through taste tests, comment boxes, surveys, a student nutrition advisory council, or other means, regarding nutritious meals that appeal to students.
	Schools shall promote healthy eating to students, faculty, staff, and parents.
	Schools shall provide at least 30 minutes for students to eat lunch and sufficient time during the lunch period for every student to pass through the food service line.
	Schools shall make cold, filtered water available free to students through water fountains or other means when meals are served.
PRICING	Schools shall offer free breakfast to all students.
	Schools shall not charge students for lunch meals if the student qualifies for reduced-price meals.
BREAKFAST SERVING MODELS	<p>If more than 40% of the students at a school qualify for free or reduced-price meals, and breakfast participation is below 75% of average daily attendance:</p> <ul style="list-style-type: none"> <li>• Elementary schools must offer breakfast in the classroom each day.*</li> <li>• Middle schools and high schools must offer alternative breakfast serving models each day.</li> </ul>
PROCUREMENT	Schools shall participate in <a href="#">federal nutritional and food distribution programs</a> whenever possible.
	Schools are encouraged to procure food in a manner consistent with the Good Food Purchasing Program's (GFPP) core values.

	DC Public Schools (DCPS) Central Office shall conduct a GFPP baseline assessment by Dec. 31, 2019. DCPS Central Office shall use findings from the assessment to increase food procurement consistent with the GFPP's core values. DCPS Central Office must complete a follow-up assessment annually to demonstrate progress toward the GFPP core values.
FARM TO SCHOOL	Schools shall serve locally grown, locally processed, and unprocessed foods from growers engaged in sustainable agriculture practices whenever possible. Preference shall be given to fresh unprocessed agricultural products grown and processed in the District of Columbia, Maryland, and Virginia. <ul style="list-style-type: none"> <li>• "Locally grown" means from a grower in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, and West Virginia.</li> <li>• "Locally processed" means processed at a facility in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.</li> <li>• "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.</li> </ul>
	Each SFA must complete and submit a quarterly Locally Grown Food Item Tracking Log to <a href="mailto:osse.lg@dc.gov">osse.lg@dc.gov</a> in order to receive the local reimbursement of 5 cents.
PUBLIC DISCLOSURE	Schools shall inform families that vegetarian food options and milk alternatives are available upon request.
	Food service providers shall provide the following information to the school and to OSSE upon request: <ul style="list-style-type: none"> <li>• Breakfast and lunch menus;</li> <li>• Nutritional content of each menu item;</li> <li>• Ingredients for each menu item (if requested by parents/legal guardians); and</li> <li>• Location where fruits and vegetables served in schools are grown and processed.</li> </ul>
	Schools shall provide the following information in the school's office, on the school's website, and to parents and legal guardians upon request: <ul style="list-style-type: none"> <li>• Breakfast and lunch menus;</li> <li>• Nutritional content of each menu item;</li> <li>• Ingredients for each menu item (if requested by parents/legal guardians); and</li> <li>• Location where fruits and vegetables served in schools are grown and processed.</li> </ul>
COMPETITIVE FOODS	Schools shall not permit third parties, other than school-related organizations and school meal service providers, to sell foods or beverages of any type to students on school property from 90 minutes before the school day begins until 90 minutes after the school day ends.
	Foods and beverages that do not meet the nutritional requirements of the <a href="#">NSLP competitive food service and standards</a> shall not be used as incentives, prizes, or awards or advertised or marketed through posters, signs, book covers, scorecards, supplies, equipment, or other means.**

\*Schools may request a waiver for one school year.

\*\* Special exemptions can be requested from OSSE on an infrequent basis.

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## ATTACHMENT E: DEBARMENT & SUSPENSION

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**Special Note:** Regulations in 2 CFR 180.300 provide SFA's with three options for obtaining satisfaction that prospective FSMCs are not suspended, debarred or disqualified, including: (a) Checking [www.sam.gov](http://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.

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

## ATTACHMENT F: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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.
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.
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 closure of the bid period, directly or indirectly or indirectly to any other bidder or to any competitor.
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.
5. Each person signing this bid certifies that:
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
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:**

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Food Service Management Company's Authorized Representative

[Click here to enter text.](#)

Title

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

Date

**In accepting this bid, the SFA certifies that the SFA's officers, employees, or agents have not taken any action that may have jeopardized the independence of the bid referred to above.**

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Authorized SFA Representative

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

**Note: SFA and Bidder shall execute this Certificate of Independent Price Determination.**

## ATTACHMENT G: 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:

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Food Service Management Company'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)**

\$ \_\_\_\_\_

☐ Actual ☐ 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., Request for Proposal (RFP) number; Request for Proposal (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

## ATTACHMENT H: 21 DAY CYCLE MENU

**Note:** LEARN DC received permission from OSSE to request the menus. All Bidders are required to submit a sample **21 day cycle menu** for each Child Nutrition Program (i.e. breakfast, lunch, supper, after-school snack). Submitted menus must be in compliance with the Child Nutrition Program meal pattern for each meal service. **The 21 day sample menu for three entrées (vegetarian and two non-vegetarian) submitted must be adhered to for the first 21 day of the meal service.**

**FSMC must submit sample menus and nutrient analysis for breakfast and lunch with each bid document.**

**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.

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## MODIFICATION TO AN EXISTING CONTRACT

This document acts as a modification to an existing contract to provide meals under the National School Lunch Program (NSLP), School Breakfast Program (SBP), After-School Snack Program (ASSP), and At-Risk Supper Program.

This document is in reference to a contract agreement dated \_\_\_\_/\_\_\_\_/\_\_\_\_ between the following parties LEARN DC and FSMC TBD.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and /or additions outlined below. These additions shall be made valid as if they are included in the original stated contract.

### STATED CONTRACT FOR:

FSMC NAME: hereby agree to adhere to the following provisions:

#### SODIUM TARGET LEVELS

For the 2021-22 school year, lunches and breakfasts offered through the NSLP and SBP must meet the target 2 weekly sodium levels defined in 7 CFR 210.10(c) and 220.8(c). The previous flexibility in the U.S. Department of Agriculture's (USDA) final rule, Child Nutrition Programs: Flexibilities for Milk, Whole Grains, and Sodium Requirements (83 FR 63775), that allowed target 1 to continue through the end of the 2023-24 school year, is no longer available. The tables below indicate the previous (target 1) and current (target 2) sodium reduction targets for the NSLP and SBP. Sodium levels are listed in milligrams (mg). Meals offered on average over the week must meet the sodium target for each grade group. Target 2 is required for the 2021-22 school year.

**Table 2. Sodium Reduction Targets for the NSLP**

Grade Group	Target 1 (mg) Meet by July 1, 2014 (SY 2014-15)	Target 2 (mg) Meet for SY 2020-21
K-5	≤ 1,230	≤ 935
6-8	≤ 1,360	≤ 1,035
9-12	≤ 1,420	≤ 1,080

**Table 1. Sodium Reduction Targets for the SBP**

Grade Group	Target 1 (mg) Meet by July 1, 2014 (SY 2014-15)	Target 2 (mg) Meet for SY 2020-21
K-5	≤ 540	≤ 485
6-8	≤ 600	≤ 535
9-12	≤ 640	≤ 570

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated modification.

This modification of agreement shall be binding upon and attest to the benefit of parties, their successors and assigns:

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***Name of SFA***

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***SFA Official's printed name and title***

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***SFA Official's Signature***

***Date***

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***Name of Contractor***

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***Contractor Official's printed name and contact information (email, phone number)***

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***Contractor Official's Signature***

***Date***