

Child and Adult Care Food Programs

Request for Proposal

Fixed-Price Catering Contract

Institution Name: Boys & Girls Clubs of the Valley (Formerly Boys & Girls Clubs of East Valley and Metro Phoenix)

Solicitation/RFP Number: 012020

Solicitation Release Date: October 2, 2020

Solicitation Due Date: October 22, 2020

Solicitation Due Time: 2:00 pm

Submittal Location: Program Service Center 4309 E. Belleview St. Bldg 14, Phoenix, AZ 85008

Offer Opening Date: October 22, 2020

Offer Opening Time: 2:10 pm

Offer Opening Location: Program Service Center 4309 E. Belleview St. Bldg 14, Phoenix, AZ 85008

Description of Procurement:

Competitive sealed proposals for the materials or services specified will be received by **Boys & Girls Clubs of the Valley** at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read. Offers must be in the actual possession of **Boys & Girls Clubs of the Valley** on or prior to the time and date, and at the submittal location indicated above. **Late offers will not be considered.**

Offers must be submitted in a sealed envelope or package with the Solicitation/RFP Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with seventy-two (72) hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer listed below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Institution Procurement Officer/Contact: Valerie Pearson

Procurement Officer/Contact Phone Number: (602) 343-1263

Procurement Officer/Contact E-Mail Address: valerie.pearson@bgcaz.org



OFFER AND AWARD
Solicitation/RFP Number: 012020

The Undersigned hereby offers and agrees to furnish the materials, service(s), or construction in compliance with all the terms, conditions, specifications, and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

Offeror's DUNS Number: _____

Acknowledgement of Amendment(s):
(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated)

Amendment Number

Date

ACCEPTANCE OF OFFER AND AWARD

Solicitation/RFP Number: 012020

Your Offer is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the Institution.

This Contract shall henceforth be referred to as Contract Number _____.

Signature

Date

Printed Name

Title

Institution Name: Boys & Girls Clubs of the Valley



TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Offer and Award Form	2
	Table of Contents	3
1	Scope of Work	5
2	Special Terms and Conditions	7
3	Uniform Terms and Conditions	16
4	Special Instructions to Offeror	23
5	Uniform Instructions to Offeror	26
6	These standard documents must be completed and returned by the Offeror. Other documents may be required. Refer to <i>Special Instructions to Offeror</i>	
Attachment 6.1	Pricing	31
Attachment 6.2	Purchasing/Supplier Information and Food Preparation	32
Attachment 6.3	Menu	33
Attachment 6.4	Safety and Quality Control Measures	34
Attachment 6.5	Qualifications of Offeror	35
Attachment 6.6	Offeror's References	36
Attachment 6.7	Offeror's Discontinued or Terminated Services	37
Attachment 6.8	Offeror's Catering Company Information	38
Attachment 6.9	Offeror's Adherence to Federal Guidelines	39
Attachment 6.10	Certificate of Independent Price Determination	40
Attachment 6.11	Certification Regarding Lobbying and Disclosure of Lobbying Activities	41
Attachment 6.12	Deviations and Exceptions	44
Attachment 6.13	Confidential/Proprietary Form	45
Attachment 6.14	IRS W-9 Form	46



TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
Attachment 6.15	Statement of No Bid	47
Attachment 6.16	Offeror's Farm to/Local Grown Purchasing Information N/A	48
Exhibit A	Boys & Girls Clubs of the Valley Additional Program Information	49
Exhibit B	Meal Patterns – CACFP (Breakfast, Lunch/Supper, Snack)	53
Exhibit C	Meal Pattern – Summer Food Service Program (SFSP)	55
Exhibit D	CACFP Arizona Menu Best Practices	56
Exhibit E	Sample Production Record	57
Exhibit F	Summary of Recordkeeping Requirements	58

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

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To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.



Section 1 Scope of Work

BACKGROUND

Boys & Girls Clubs of the Valley, hereby referred to as the Institution, seeks to contract with a Caterer to prepare and deliver specified meals under the: **Child and Adult Care Program (CACFP) and Simplified Summer Food Service Program (SFSP)**. The specified meals include **BREAKFAST/LUNCH/ SNACK/SUPPER**

The Institution has **13** sites* and currently serves approximately **600** children per day, ages **5-18**. It serves approximately **1050** meals daily and requires catering services for the upcoming program year. The Caterer must follow the United States Department of Agriculture (USDA) regulations regarding contracting for the Child and Adult Care Food Program. *See Exhibit A for detailed list of sites, temporary closures, and meal order trends.

This Request for Proposal (RFP) is intended to provide a basis for selection of a Caterer. The selected Caterer shall be responsible for the delivery of meals **INCLUSIVE** of milk or juice and shall bring meals that comply with CACFP **and SFSP** requirements.

The meals will be delivered in **UNITIZED** form. The Caterer shall transport the meals to the site location(s) on the day(s) and times(s) listed in Exhibit A.

In submitting a proposal, the Caterer agrees that it shall perform the work described in their RFP Proposal and Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any Federal or State regulatory body or governmental agency. By reading and accepting this pre-qualification outline, the interested Caterer acknowledges that the Institution has no obligation to contract, unless, in its sole opinion, it is in its best interest to do so.

Institution Responsibilities:

A. The Institution must adhere to the Code of Federal Regulations (CFR) in the oversight of the food service program and shall remain responsible for ensuring that the food service operation conforms to its agreement with the State agency. [7 CFR 226.21(a)]

B. The Institution will maintain a written code of conduct that prohibits real or apparent conflict of interest and disciplinary actions that are to be applied for violations of such standards. [2 CFR 200.318(c)(1)]

C. The Institution will maintain written procurement procedures that ensure full and open competition exists to the maximum extent possible. [2 CFR 200.319]

D. The Institution will conduct all procurement for the Child Nutrition Programs in accordance with 2 CFR 200.318-326.

METHOD OF APPROACH AND IMPLEMENTATION PLAN

1. Food Purchase Specifications. The Caterer shall purchase all food and non-food at the lowest price possible consistent with maintaining quality standards and service. The Caterer shall be responsible for purchasing standards and specifications to bring about the best quality and price for the Institution's food service program. Specifications shall cover items such as a grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. Official U.S. grade standards for all meal components are available from: <http://www.fns.usda.gov/fdd/specifications-us-grade-standards>. The Caterer must submit a plan on how the caterer will purchase food to keep costs low and quality high.

Beef	USDA inspected	Fresh fruits	US Fancy
Poultry	USDA inspected	Canned fruits	US Fancy
Variety meats	High quality	Canned vegetables	US Fancy
Dairy products	Grade A	Frozen fruits	High quality
Eggs	Fresh Grade A	All other items	High quality
Fish	Government Inspected		

2. Meal Pattern and Food Preparation.

A. The Caterer shall assure that each meal provided to the Institution under this Agreement meets the minimum requirements as to the meal pattern and nutritional content as specified and approved by the CACFP.

B. All meals served under the Program shall meet the requirements of 7 CFR 226.20. [7 CFR 226.6(i)(10)]



C. The Caterer shall work with the Institution regarding requests made to meet USDA and ADE menu and meal pattern best practices.

D. All breakfasts, **snacks**, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the SA (State Agency) determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the SA (State Agency) may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the SA (State Agency) has evidence indication that this requirement is necessary to ensure compliance with 7 CFR 226.20. [7 CFR 226.6(i)(11)]

3. Menu Preparation and Approval.

A. The Caterer must provide menus to the Institution on a weekly basis if no cycle menus are used; or, if cycle menus are used, they must be furnished monthly or as the cycle runs. [7 CFR 226.6(i)(4)]

Complete Attachment 6.3.

B. The Caterer shall provide the Institution, for approval, a proposed menu for the designated operational period at least **10 business days** prior to the beginning of the period to which the menu applies.

C. The Institution shall notify the Caterer in writing within **5 business days** of receipt of the next period's proposed cycle menu, of any changes, additions, or deletions

D. Any changes to the menu made after Institution approval must be agreed upon by the Institution and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties.

E. The Caterer shall adjust the menus at the request of the Institution whenever the Institution determines certain items to be unacceptable. Such items can be determined to be unacceptable because of:

- (1) A monotonous diet resulting from items served frequently or the similarity to other items;
- (2) The nutritional needs of the students;
- (3) Susceptibility to spoilage; and
- (4) Excessive waste resulting from unpopularity of items with students.

F. The Institution shall be responsible for informing the Caterer of its reasons for determining that a meal is unacceptable in writing within forty-eight (48) hours of when the meal is delivered to the site.

G. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than one week after request except that in the case of spoilage adjustment shall be made in such a manner that the children in attendance on the day spoilage is discovered shall receive acceptable meals meeting meal requirements.

4. Applying a Geographical Preference Option. 7 CFR 210.21(g) (N/A)



Section 2

Special Terms and Conditions

1. Definition of Terms.

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "ADE" means the Arizona Department of Education.
- B. "CACFP" means Child and Adult Care Food Program.
- C. "Caterer" means a company that will provide offsite food preparation and the delivery of meals to the Institution.
- D. "CFR" means Code of Federal Regulations.
- E. "CN" means Child Nutrition.
- F. "Contractor" means any person who has a contract with the Institution.
- G. "FNS" means Food Nutrition Services.
- H. "Procurement Officer" means the person duly authorized by the Institution to enter into and administer Contracts, direct contract changes, and make written determinations with respect to this Contract.
- I. "Solicitation" means the Request for Proposal (RFP).
- J. "SFSP" means Summer Food Service Program (Simplified).
- K. "Sponsor" means the same as "Arizona Schools", but also includes nonprofit ownership's participating in the educational system of the State, public, or nonprofit residential childcare institution (RCCI) which operates principally for the care of children.
- L. "USDA" means United States Department of Agriculture.

Contract:

2. Contract Term. 7 CFR 210.16(d)

- A. The term of this Contract shall commence on the date the Institution signs the Offer and Award Form, signifying the Institution's acceptance of the Caterer's proposal, but no earlier than **October 1, 2020**. The contract will remain in effect for a term of up to twelve (12) months, unless terminated, canceled, or extended as otherwise provided herein, but will run no later than **September 30, 2021**.
- B. The contract must be up to one (1) year with the option to have four (4) additional one-year extensions.
- C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.

3. Contract Termination.

- A. The contract may be terminated for cause and for convenience by the Institution. [Appendix II to 2 CFR 200(B)]
- B. Either party may cancel for cause with thirty (30) days written notification.
- C. The Institution may cancel the contract under the Arizona Revised Statutes 38-511 (Cancellation for conflict of interest www.azleg.state.az.us/ars/38/00511.htm) for a violation of that statute. This notice complies with the requirements of that statute.

4. Subcontracting. Caterer shall not subcontract any portion of this Contract.

Financial:

5. Availability of Funds. Every payment obligation of the Institution under this Contract will be contingent upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the Institution at the end of the period for which funds are available. No liability shall accrue to the Institution in the event this provision is exercised, and the Institution shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.



6. Invoicing/Payment.

- A. The Caterer shall present to the Institution an invoice accompanied by reports no later than the **3rd business** day of each **MONTH** which itemizes the previous period's delivery.
- B. The Institution shall pay the Caterer by the **20th** day of each **MONTH** the full amount as presented on the itemized invoice.
- C. The Institution shall notify the Caterer within forty-eight (48) hours of receipt of any discrepancy in the invoice.
- D. The Institution shall pay the Caterer for all meals delivered when due in accordance with the contract.
- E. No payment shall be made for meals that are spoiled or unwholesome at the time of service, do not meet specifications developed by the Institution for each food component specified in 7 CFR 226.20, or do not otherwise meet the requirements of this Agreement.
- F. No deduction in payment shall be made by the Institution unless the Institution notifies the Caterer in writing within forty-eight (48) hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.
- G. The caterer agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this contract.
- H. In cases of nonperformance or noncompliance on the part of the Caterer, the Caterer shall pay the Institution for any excess costs the Institution incurs by obtaining meals from another source.

Neither ADE nor USDA shall assume any liability for payment of the difference between the number of meals prepared and delivered by the Caterer and the number of meals served by the Institution that are eligible for reimbursement. In addition, neither ADE nor USDA shall be responsible for resolving issues of partial or non-payment per the terms of this contract.

7. Payroll Taxes and Costs. The Caterer shall pay its employees directly and shall withhold and pay all applicable Federal and State employment taxes and payroll insurance with respect to its employees, including an applicable income, social security, Medicare and employment taxes, and workers compensation costs.

8. Pricing Adjustments.

- A. Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal.
- B. The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. Any requested increase(s) shall be based on a cost increase to the Caterer that was clearly unpredictable at the time of the Offer and is directly correlated to the price of the services contractually covered. A price increase adjustment should only be considered at the time of a Contract Extension (Renewal) and shall be a factor in the extension review process.
- C. All written requests for price adjustments made by the caterer shall be initiated at least ninety (90) calendar days in advance of any desired price increase. The ninety (90) calendar days advance notice is required to allow the Procurement Officer sufficient time to make a fair and equitable determination to any such request. The Procurement Officer shall determine whether the requested price increase or an alternate option is in the best interest of the Institution.

Program:

9. CACFP Nutrition Standards. The Caterer shall provide meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The Caterer must follow a Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR 226.20 for CACFP. [7 CFR 226.6(i)(10)]

10. Health Certification and Safety.

- A. The Institution must have the County required number of Food Safety inspections completed at each site where meals are served.
- B. The Caterer must have the County required number of Food Safety inspections completed every year at the facility in which meals are prepared. The Caterer shall maintain this health certification for the duration of the contract.



C. The Caterer shall provide the Institution with copies of the current health inspections. The Caterer also agrees to notify the Institution of the results of any health inspection that is made during the duration of this agreement.

D. The Caterer shall maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety requirements.

E. The Caterer shall assure that all food is properly stored, prepared, packaged, and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated. [7 CFR 226.6(i)(3)]

11. Institution Representative Duties.

A. The Institution shall ensure that an Institution representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivery.

B. The Institution shall assure the Caterer that the Institution representative will be trained and knowledgeable in the record keeping and meal requirements of the CACFP and with local health and safety codes.

12. Institution Specific Responsibilities.

A. Cleaning: The Institution shall be responsible for cleaning the eating areas daily.

B. Contract Documents: The Institution will prepare all contract documents.

13. Licenses.

A. The Caterer shall maintain, in current status, all Federal, State, and local licenses and permits required for the operation of the business conducted by the Caterer.

B. The Caterer must have a State or local "Permit to Operate" for any facility where it prepares meals. The Caterer shall maintain a current "Permit to Operate" for the duration of the contract. **Include a copy of license (Permit to Operate) in section one of the Offer.**

14. Meal Accommodations.

A. The Institution is required, based on Federal law and USDA regulations, to make reasonable modifications to accommodate children with disabilities. Modifications would include providing special meals, at no extra charge, to children with a disability when the disability restricts the child's diet. Modification requests shall be supported by a written statement from a State licensed healthcare professional. [SP 59-2016 and SP 26-2017]

B. If the modification can be made while adhering to the CACFP meal pattern, the modification must be supported by the CACFP Participant Menu Modification Form and can be signed by a parent or guardian.

C. The Institution and the Caterer shall work together to implement procedures for parents or guardians to request modifications to meal service for children with disabilities and to resolve grievances. [7 CFR 15b.25 and 7 CFR 15b.6(b)]

15. Meal Delivery.

A. The Caterer's meal delivery vehicle shall be adequately constructed so as to protect the food, foodservice equipment, and utensils from contamination at all times during transportation. The delivery vehicle interior surfaces shall be clean at all times during transportation of meals.

(1) During the transportation of meals, hot foods that are temperature controlled for safety, must be kept at a minimum temperature of 135° F at all times.

(2) During the transportation of meals, cold foods that are temperature controlled for safety, must be kept at or below 41° F at all times and be transported in containers capable of maintaining temperatures at or below 41° F.

B. The Caterer must monitor and document temperatures of menu items prior to transport, upon arrival, and at the time of serving. A temperature log for each menu item served shall be completed daily and maintained. The Caterer's temperature log must be made available to the Institution when requested.

16. Meal Estimates.

A. The Institution shall provide in writing, before the first day of operation, a reasonably accurate estimate of the number of meals to be delivered to the Institution each day.



- B. The Caterer shall allow the Institution to increase or decrease the number of meal orders, as needed.
- C. The Institution shall notify the Caterer in writing of necessary increases or decreases in the number of meal orders within **48** hours of the scheduled delivery time.
- D. Errors in meal order counts made by the Institution shall be the sole responsibility of the Institution.

17. Menu Records and Documentation.

- A. The Caterer shall maintain full and accurate records/production worksheets that document:
 - (1) The menus provided to the Institution during the term of the contract;
 - (2) A listing of all components of each meal; and
 - (3) An itemization of the quantities and portion sizes of each component used to prepare each meal.
- B. The Caterer agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide when calculating and recording the quantity of food prepared for each meal.
- C. The Caterer shall also maintain and make available:
 - (1) Recipes, Nutrition Facts labels, and any necessary Child Nutrition (CN) labels or product specification sheets related to the menus served;
 - (2) Records of nutrition information for whole grain rich foods, breakfast cereals, and yogurts. See Exhibit A for specific record types. [HNS Memo #27-2018]
 - (3) Such cost records as invoices, receipts, or other documentation that exhibit the purchase, or otherwise availability to the Caterer, of the meal components and quantities itemized in the meal production records;
 - (4) On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the Institution. Meal count documentation shall include the number of meals requested by the Institution in writing.

18. Program Compliance. The Institution shall assure that the Caterer has a copy of 7 CFR 226.20, the Meal Pattern that is to be followed, and all other technical assistance materials pertaining to the food service requirements of the CACFP. The Institution will, within twenty-four (24) hours of receipt from ADE Health and Nutrition, advise the Caterer of any changes in the food service requirements.

19. Program Regulations. The Caterer shall be in conformance with the applicable portions of the Institution's Agreement under the program. [7 CFR 226.6(i)(6)]

20. Records.

- A. The Caterer shall retain all records related to this Agreement in its possession for five (5) years after the expiration of the Contract.
- B. The Caterer shall make books and records pertaining to operations under this Agreement available to the Institution at any reasonable time.
- C. The Caterer shall make books and records pertaining to operations under this Agreement available to the Institution at any reasonable time. The records are subject to inspection or audit by a certified public accountant hired by the Institution, representatives of the Arizona Department of Education (ADE), the US Department of Agriculture, the US General Accounting Office, and the USDA Office of Inspector General (OIG) at any reasonable time and place.
- D. The Institution shall assure records are being completed daily and kept on file.

General Terms:

21. Affordable Care Act. The Caterer understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The Caterer shall bear sole responsibility for providing health care benefits for its employees who provide services to the Institution as required by State or Federal law.

22. Authority. The Institution is the responsible authority without recourse to USDA or ADE for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.



23. Byrd Anti-Lobbying Amendment. Pursuant to 31 USC 1352, the Caterer must submit a Certification Regarding Lobbying and Disclosure of Lobbying Activities which conforms in substance with the language provided in Appendix II to 2 CFR 200(I). Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, and U.S. Code. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. Pursuant to 31 USC 1352, the Caterer must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 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. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. [Appendix II to 2 CFR 200(I)] *A new certification is required for each renewal period - Complete Attachment 6.11 pages 1 and 3.*

24. Certificate of Independent Price Determination.

A. The Caterer admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion. *A new certification is required for each renewal period – Complete Attachment 6.10.*

B. By submission of this offer, the Caterer certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and
- (2) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

25. Civil Rights Compliance. The Caterer shall ensure compliance that in the operation of the Program, no participant shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies and Institutions shall comply with the requirements of: 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; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs; Executive Order 13166; Sections VII, XII and Appendix B, USDA Guidance on Services for Persons with LEP; and Department of Agriculture regulations on nondiscrimination. [7 CFR 210.23(b)]

26. Claim Liability.

A. The Caterer accepts liability caused by the Caterer's negligence or for claims assessed as a result of Federal/State reviews/audits, corresponding with the Caterer's period of liability.

B. The Institution shall be responsible for ensuring the resolution of Program reviews and audit findings. The Caterer shall fully cooperate with the Institution in resolving review and audit issues, and the Caterer shall indemnify the Institution for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from the Caterer's intentional or negligent acts.

C. The Caterer shall indemnify, defend and hold the Institution harmless against any loss of damage (including attorney's fees and costs of litigation) caused by the Caterer's negligent act or omission, theft by the Caterer's employees, or the negligent or intentional acts or omissions of the Caterer's agents or employees. The Caterer shall defend any suit against the Institution alleging personal injury or property damage arising out of the transportation of meals or other items to the Site(s) or out of the acts of the Caterer's employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Caterer to the Food Service Site(s), and shall be liable for any damages agreed to by the parties or awarded as a result of such litigation.

D. The Institution shall promptly notify the Caterer in writing of any claims against the Caterer or the Institution and, in the event a suit is filed, shall promptly forward to the Caterer all papers in connection therewith. The Caterer shall not incur any expense or make any settlement without the Institution's consent. However, if the Caterer refuses or neglects to defend any such suit, the Institution may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Caterer.



27. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The Caterer will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt Federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The Institution will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. [Appendix II to 2 CFR 200(G)]

28. Contract Work Hours and Safety Standard Act. The Caterer shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). [Appendix II to 2 CFR 200(E)]

29. Copeland ‘Anti-Kickback’ Act. The Caterer shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3), if applicable. [Appendix II to 2 CFR 200(D)]

30. Davis-Bacon Act. The Caterer shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), if applicable. [Appendix II to 2 CFR 200(D)]

31. Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

A. By signing the Offer & Award form, the Caterer shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive order 12549 and 12689. [2 CFR 200.213 and Appendix II to 2 CFR 200(H)] The Caterer shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or offer or cancellation of a contract. The Institution also may exercise any other remedy available by law.

B. Certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Section 3017.510, Participants Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

C. The prospective lower tier participant (Caterer) agrees, by signing the Offer and Award form, 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.

32. Energy Policy and Conservation Act. The Caterer shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) [Appendix II to 2 CFR 200(H)]

33. Equal Employment Opportunity. The Caterer shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60). [Appendix II to 2 CFR 200(C)]

34. E-Verify Requirement.

A. The Caterer warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. 23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Caterer may be subject to penalties up to and including termination of the Contract.

C. Failure to comply with an Institution audit process to randomly verify the employment records of the Caterer and subcontractors shall be deemed a material breach of the contract and the Caterer may be subject to penalties up to and including termination of the contract.

D. The Institution retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Caterer or subcontractor is complying with A.R.S. §41-4401(A)(1).



35. Federal Immigration and Nationality Act. By submission of the Offer, the Offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all Federal, State, and local immigration laws and regulations relating to the immigration status of their employees. The Institution may, at its sole discretion, require evidence of compliance during the evaluation process. Should the Institution request evidence of compliance, the Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the time frame specified shall result in the Offer not being considered for contract award.

36. Inclusive Contracting. The Institution must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. [2 CFR 200.321(a)]

37. Insurance Requirements. Contractor shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Institution in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: The Contractor shall provide coverage with limits of liability not less than those stated below for Commercial General Liability, Business Automobile Liability, and Workers' Compensation.

(1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: **“Boys & Girls Clubs of the Valley, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”**

(b) Policy shall contain a waiver of subrogation against the Institution, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

(2) Business Automobile Liability

Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this contract.

• Combined Single Limit (CSL)	\$1,000,000
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(a) The policy shall be endorsed to include the following additional insured language: **Boys & Girls Clubs of the Valley, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired, or borrowed by the Contractor.”**

(b) Policy shall contain a waiver of subrogation against the Institution, as departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(3) Workers' Compensation and Employers' Liability

The Caterer shall maintain a system of coverage for workers' compensation in conformance with applicable State law covering all of its employees who may be employed in connection with food service provided to the Institution.

Employers' Liability	Statutory
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000



(a) Policy shall contain a waiver of subrogation against the Institution, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(b) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

(1) The Institution, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this contract.

(2) The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

(3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Institution. Such notice shall be sent directly to the Institution office and shall be sent by certified mail return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The Institution in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

38. Nonperformance Sanction. If contractors violate or breach contract terms, the Institution can place administrative, contractual, or legal remedies sanctions and penalties as may be appropriate. [7 CFR 210.16(b)(2) and Appendix II to 2 CFR 200(A)]

39. Rights to Inventions. The Caterer shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions made by Nonprofit organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued. [Appendix II to 2 CFR 200(F)]

40. USDA Rights. The Caterer acknowledges that the USDA has copyrights, Patent Rights in Data, and Reporting of Discoveries and Intervention.

Optional Programs:

41. Simplified Summer Food Program

A. *Bid Bond:* For any SFSP Program that is over \$100,000, an irrevocable bid security payable to the Institution is required with each proposal. The Caterer shall obtain a bid bond that is five (5) percent of the amount of the entire contract. [7 CFR 225.15(m)(5)]

B. *Performance Bond:* For any SFSP Program that is over \$100,000, a Performance Bond is required by the Institution as a matter of protection. The Caterer shall obtain a Performance Bond that is ten (10) percent of the entire contract. [7 CFR 225.15(m)(6)]

C. The Caterer shall obtain the bid bond and performance bond from only surety companies listed in the current Department of the Treasury Circular 570. The Caterer may not post any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts. [7 CFR 225.15(m)(7)]

D. All meals prepared by the Caterer for the Simplified Summer Food Service Program shall be unitized with or without milk or juice, unless the Institution has an ADE approved exception to the unitizing requirement for certain components of a meal. [7 CFR 225.6(h)(2)(i)]

E. All meals served will meet the meal pattern requirements listed in 7 CFR 225.16.

F. The meals served under the contract shall conform to the cycle menus and meal quality standards and food specifications approved by ADE and upon which the Proposal was based. The Institution shall approve any changes in the menus no later than



two (2) weeks prior to service after the initial cycle has been used. The Institution shall inform ADE of menu changes for the SFSP. The meals shall be delivered in accordance with the delivery schedule prescribed in the Proposal. [7 CFR 225.6(h)(3)]

G. The Caterer shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
[7 CFR 225.6 (g)(2)(ii)]

H. The Caterer must have State or local health certification for the facility in which it proposes to prepare meals for use in the Simplified Summer Food Program. The Caterer must ensure that health and sanitation requirements are met at all times. In addition, the Caterer must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform to the standards set by local health authorities. The results of the inspections must be submitted promptly to the Institution and ADE. [7 CFR 225.6 (g)(2)(v)]

I. The Institution, shall be responsible for all management responsibilities of the SFSP, as described in 7 CFR 225.15(a)(3). The Institution shall be responsible for determining eligibility of all SFSP sites and will make the final determination of the opening and/or closing dates of all SFSP sites.

J. The Institution, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for pre-approval and during operation of the program. The Institution will provide the Caterer a list of approved sites along with the approved number of meals that will be claimed for reimbursement for each site. The Institution will notify the Caterer of all sites which have been approved, cancelled or terminated subsequent to submission of the initial approved site list and of any changes in the approved meals. Such notification will be provided within the time limits mutually agreed upon in the contract.
[7 CFR 225.6 (g)(2)(iii)]



Section 3

Uniform Terms and Conditions

1. Definition of Terms.

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. "Contractor" means any person who has a Contract with the Institution.
- E. "Days" means calendar days unless otherwise specified.
- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. "Offer" means bid or proposal.
- I. "Offeror" means a vendor who responds to the Solicitation.
- J. "Procurement Officer" means the person, or their designee, duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract.
- K. "Solicitation" means a Request for Proposal (RFP).
- L. "Solicitation Amendment (or Addendum)" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Advice of Counsel. Each party acknowledges that, in executing this contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this contract. Arizona Department of Education (ADE) is not a party to any contractual relationship between the Institution and the Caterer. ADE is not obligated, liable, or responsible for any action or inaction taken by the Institution or the Caterer based on this contract. ADE's review of the contract is limited to assuring compliance with Federal and State procurement requirements. ADE does not review or judge the fairness, advisability, efficiency, or fiscal implications of this contract.

3. Clarifications. Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. It is achieved by explanation or substantiation, either in a written response to an inquiry from the Institution or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

4. Confidential/Proprietary Information.

A. Confidential information request. If the Caterer believes that its Offer contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the Institution of this fact shall accompany the Offer on Attachment 6.13. The Institution shall review the statements on Attachment 6.13 and shall determine in writing whether the information shall be withheld. If the Institution determines to disclose the information, the Institution shall inform Offeror in writing of such determination. ***Complete Attachment 6.13.***

B. Pricing. The Institution will not consider pricing to be confidential or proprietary.



C. Public record. All Offers submitted in response to this solicitation shall become the property of the Institution. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official by appointment.

5. Contract Administration and Operation.

A. Records: Under A.R.S. 35-214 and 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

B. Non-Discrimination: The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall not discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, marital or family status, national origin, veteran's status, sexual preference, or religion. The Caterer agrees to comply with all applicable Federal and State laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal employment opportunity.

C. Audit: Pursuant to A.R.S. §35-24, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the Institution and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

D. Inspection and Testing: The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The Institution shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the contractor's facilities nor testing shall constitute final acceptance of the materials. If the Institution determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Institution for testing and inspection.

E. Notices: Notices to the Contractor required by this Contract shall be made by the Institution to the person indicated on the Offer and Award form submitted by the Contractor unless otherwise stated in the Contract. Notices to the Institution required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice. An Amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract: The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. Property of the Institution: Any materials, including reports, computer programs, and other deliverables, created under this Contract are the sole property of the Institution. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Institution.

6. Contract Changes.

A. Amendments: This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

(1) The parties cannot alter any provision in this Agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this Agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the Agreement. The parties must mutually agree, in a written document signed by both parties and attached to this Agreement, amend, add, or delete an Article or Appendix. Any amendment to this Agreement shall become effective at the time specified in the amendment and after ADE approves it.

B. Subcontracts: The Contractor shall not subcontract any portion of this Agreement.

C. Assignment and Delegation: The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.



7. Contract Claims. All Contract claims and controversies under this Contract shall be resolved according to A.R.S. §15-213 and rules adopted there under.

8. Contract Interpretation.

A. Arizona Law: The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code as adopted by the Institution and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

B. Implied Contract Terms: Each Provision of law and any terms required by law to be in this Contract are a part of this contract as if fully stated in it.

C. Contract Order of Precedence: In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:

- (1) Renewals and Amendments;
- (2) Special Terms and Conditions;
- (3) Uniform Terms and Conditions;
- (4) Statement of Scope of Work;
- (5) Specifications;
- (6) Attachments;
- (7) Exhibits;
- (8) Special Instructions to Offeror; and
- (9) Uniform Instructions to Offeror

D. Relationship of Parties: The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

E. Severability: The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

F. No Parole Evidence: This Contract is intended by the parties as a final and complete expression of their Contract. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

G. No Waiver: Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

9. Contract Termination.

A. Termination for Conflict of Interest: Per A.R.S. §38-511 the Institution may cancel this Contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Institution is, or becomes at any time while the contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when the contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Termination for Gratuities: The Institution may, by written notice, terminate this Contract, in whole or in part, if the Institution determines that employment or gratuity was offered or made by the contractor or a representative of the contractor to any officer or employee of the Institution for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about Contract performance. The Institution, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. Termination for Suspension or Debarment: The Institution may, by written notice to the contractor, immediately terminate this contract if the Institution determines that the contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience: The Institution reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the Institution without penalty recourse. Upon receipt of the written notice, the contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the Institution. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Institution. The contractor



shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default:

(1) In addition to the rights reserved in the Uniform Terms and Conditions, the Institution reserves the right to terminate the contract in whole or in part due to the failure of the contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses, and permits, or to make satisfactory progress in performing the contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the contractor. Circumstances could include:

(a) If the Caterer fails to make delivery of meals, other agreed upon items (i.e. eating utensils, supplies, storage equipment), or to perform the services within the time specified herein.

(b) If the Caterer fails to perform any of the other provisions of this Agreement in accordance with its terms and does not correct such failure within forty-eight (48) hours after requested to do so.

(2) Upon termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be delivered to the Institution.

(3) The Institution may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this contract. The contractor shall be liable to the Institution for any excess costs incurred by the Institution re-procuring the materials or services.

F. Continuation of Performance through Termination: The contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

10. Contractor's Employment Eligibility.

A. By entering the contract, contractor warrants compliance with A.R.S. §41-4401, A.R.S. §23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations.

B. The Institution may request verification of compliance from any contractor or subcontractor performing work under this contract. The Institution reserves the right to confirm compliance in accordance with applicable laws.

C. Should the Institution suspect or find that the contractor or any of its subcontractors are not in compliance, the Institution may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

11. Costs and Payments.

A. Payments: Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net thirty (30) days. Upon receipt and acceptance of goods or services, the contractor shall submit a complete and accurate invoice for payment from the Institution within thirty (30) days. If there is a Purchase Order, the number must be referenced on the invoice.

B. Delivery: Unless stated otherwise in the contract, all prices shall be F.O.B. (Free on Board) destination and shall include delivery and unloading at the destinations.

C. Applicable Taxes:

(1) Payment of Taxes by the Institution. The Institution will pay only the rate and/or amount of taxes identified in the Offer and in any resulting contract.

(2) State and Local Transaction Privilege Taxes. The Institution is subject to all applicable State and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

(3) Tax Indemnification. The Contractor and all Subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall, and require all Subcontractors to, hold the Institution harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.

(4) IRS W-9. In order to receive payment under any resulting contract, contractor shall have a current I.R.S. W-9 Form on file with the Institution. ***Complete Attachment 6.14.***

D. Availability of Funds for the Next Fiscal Year: Funds may not presently be available for performance under this contract beyond the current fiscal year. No legal liability on the part of the Institution for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the contract. The Institution shall make reasonable efforts to secure such funds.



12. Gift Policy. The Institution will not accept gifts, gratuities, or advertising products from vendors. The Institution has adopted a zero-tolerance policy concerning vendor gifts. The Institution may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

13. Inclusive Contracting. Offerors are encouraged to make every effort to utilize subcontractors that are small, women-owned, and/or minority-owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned, and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

14. Institution Contractual Remedies. Appendix II to 2 CFR 200(A)

A. Right to Assurance: If the Institution in good faith has reason to believe that the contractor does not intend to or is unable to perform or continue performing the contract, the Procurement Officer may demand in writing that the contractor give a written assurance of intent or ability to perform. Failure by the contractor to provide written assurance within the number of days specified in the demand may, at the Institution option, be the basis for terminating the contract under the Uniform General Terms and Conditions.

B. Stop Work Order:

- (1) The Institution may, at any time, by written order to the contractor, require the contractor to stop all or any part, of the work called for by this contract for a period of up to ninety (90) days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- (2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be amended in writing accordingly.

C. Non-exclusive Remedies: The rights and the remedies of the Institution under this contract are not exclusive.

D. Nonconforming Tender: Materials supplied under this contract shall fully comply with the contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the Institution may terminate the contract for default under applicable termination clauses in the contract, exercise any of its remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

E. Right to Offset: The Institution shall be entitled to offset against any sums due the contractor, any expenses or costs incurred by the Institution or damages assessed by the Institution concerning the contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

15. Integrity of Offer. By signing this Offer, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the Institution in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted offer or any resulting contract.

16. Offshore Performance. Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Institution or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the Institution shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

17. Risk and Liability.

A. Risk of Loss: The contractor shall bear all loss of conforming material covered under this contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification: To the extent permitted by A.R.S. §41-621 and §35-154, the Institution shall be indemnified and held harmless by the contractor for its vicarious liability as result of entering into this Contract. Each party to this contract is responsible for its own negligence.



(1) The Caterer shall indemnify, defend and hold the Institution harmless against any loss of damage (including attorney's fees and costs of litigation) caused by the Caterer's negligent act or omission, theft by the Caterer's employees, or the negligent or intentional acts or omissions of the Caterer's agents or employees. The Caterer shall defend any suit against the Institution alleging personal injury or property damage arising out of the transportation of meals or other items to the Site(s) or out of the acts of the Caterer's employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Caterer to the Food Service Site(s), and shall be liable for any damages agreed to by the parties or awarded as a result of such litigation.

(2) The Institution shall promptly notify the Caterer in writing of any claims against the Caterer or the Institution and, in the event a suit is filed, shall promptly forward to the Caterer all papers in connection therewith. The Caterer shall not incur any expense or make any settlement without the Institution's consent. However, if the Caterer refuses or neglects to defend any such suit, the Institution may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Caterer.

C. Indemnification - Patent and Copyright: To the extent permitted by A.R.S. §41-621 and §35-154, the contractor shall indemnify and hold harmless the Institution against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of contract performance or use by the Institution of materials furnished or work performed under this contract. The Institution shall reasonably notify the contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure:

(1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

(2) Force Majeure shall not include the following occurrences:

- (a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- (b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- (c) Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

(3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results, or effects of such delay prevent the delayed party from performing in accordance with this contract.

(4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations: The contractor assigns to the Institution any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the contractor toward fulfillment of this contract.

18. Terrorism Country Divestments. Per A.R.S. §35-392, the Institution is prohibited from purchasing from a company that is in violation of the Export Administration Act.

19. Warranties.

A. Liens: The contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality: Unless otherwise modified elsewhere in these terms and conditions, the contractor warrants that for one year after acceptance by the Institution of the materials or services, they shall be:

- (1) Of a quality to pass without objection in the trade under the contract description;
- (2) Fit for the intended purposes for which the materials or services are used;
- (3) Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units;



- (4) Adequately contained, packaged, and marked as the contract may require; and
- (5) Conform to the written promises or affirmations of fact made by the contractor.

C. Fitness: The contractor warrants that any material or service supplied to the Institution shall fully conform to all requirements of the Solicitation and all representations of the contractor and shall be fit for all purposes and uses required by the contract.

D. Inspection/Testing: The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the Institution.

E. Exclusions: Except as otherwise set forth in this contract, there are no express or implied warranties or merchant ability fitness.

F. Compliance with Applicable Laws: The materials and services supplied under this contract shall comply with all applicable Federal, State, and local laws, and the contract shall maintain all applicable licenses and permits. The law of the State of Arizona shall govern this Agreement.

G. Survival of Rights and Obligations after Contract Expiration or Termination:

(1) Contractor's Representations and Warranties: All representations and warranties made by the contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as provided in A.R.S. 12-529, the Institution is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

(2) Purchase Orders: The contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.



Section 4

Special Instructions to Offeror

1. Definition of Terms.

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. “ADE” means the Arizona Department of Education.
- B. “Department” means the Arizona Department of Education.
- C. “Caterer” means the vendor who is providing meals.
- D. “Offeror” means a caterer who responds to a Solicitation.
- E. “Solicitation” means a Request for Proposal (RFP).

2. Authorized Signature.

A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner, or Corporate Officer duly authorized to sign contractual Agreements. Additionally, if requested by Institution, disclosure of ownership information shall be submitted.

- (1) Privately Owned: The Owner must sign the contract.
- (2) Partnership: A Partner must sign the contract.
- (3) Corporation: A Corporate Officer must sign the contract.

B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract.

3. Pre-Offer Conference. (N/A)

4. Proposal Opening. As this is a Request for Proposals, Offers shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will not be read. Proposals will not be subject to public inspection until after contract award.

5. Award of Contract. Award of a contract will be made to the most responsible Offeror whose proposal is determined to be the most advantageous to the Institution, with price and other factors considered, based on the evaluation criteria set forth in the Solicitation. [2 CFR 200.320(d)(4)]

6. Offer Format and Content.

A. One (1) clearly marked original and 3 copies of the Offer shall be submitted.

B. If the Offeror finds it necessary to take exception to any of the requirements specified in this Solicitation, such exceptions shall be clearly indicated on **Attachment 6.12** of the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the Institution thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated on the attachment.

C. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as “standard procedures will be employed” or “well-known techniques will be used”, etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference.

D. Binding and Labeling: Each copy of the Offer shall be presented in three ring binders or folders with the cover indicating the Solicitation/RFP number, the Offeror’s name and address, and copy number (i.e. Copy 2 of 4).

E. Indexing: The sections of each copy of the Offer shall be indexed to indicate the applicable parts and elements. Orderliness of the Offer, readability, and similar factors should be considered in Offer preparation.

F. Required Information. Attachments 6.1 through 6.16 shall be submitted concurrent with and as part of the Offer.



G. Format: The mandatory information to be placed in each copy of the Offer is listed below. Each copy shall furnish sections for information discussed in the Scope of Work. Lack of these submissions may cause the Offer to be declared unacceptable.

(1) **Section One** of the Offer shall be titled **Executive Summary**. This section shall provide a summary narrative and shall also include:

- (a) a signed copy of the Offer and Award Form,
- (b) a signed Certificate of Independent Price Determination (Attachment 6.10), and
- (c) a copy of the license to operate.

(2) **Section Two** of the Offer shall be titled **Pricing**. This section shall include the information described in the Pricing Section on Attachment 6.1.

(3) **Section Three** of the Offer shall be titled **Method of Approach and Implementation Plan**. This section shall provide a narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems, and proposed plans of action. This section shall specifically address or include:

- (a) Provide answers to the questions requested in Attachment 6.2, *Purchasing/Supplier Information and Food Preparation*.
- (b) Provide a menu that shall meet the USDA requirements. The information should be provided on Attachment 6.3.
- (c) Provide answers to the questions requested in Attachment 6.4, *Safety and Quality Control Measures*.
- (d) Provide answers to the questions requested in Attachment 6.16, *Offeror's Farm to/Local Grown Purchasing Information*. (N/A)

(4) **Section Four** of the Offer shall be titled **Experience, Expertise, and Reliability** and shall provide information which reflects the Offeror's experience and reliability. This section shall specifically address or include:

- (a) Provide the information requested in Attachment 6.5, *Qualifications of Offeror*.
- (b) Provide the information requested in Attachment 6.6, *Offeror's References*.
- (c) Provide the information requested in Attachment 6.7, *Offeror's Discontinued or Terminated Services*.
- (d) Provide the information requested in Attachment 6.8, *Offeror's Catering Company Information*.
- (e) Provide the information requested in Attachment 6.9, *Offeror's Adherence to Federal Guidelines*.

(5) **Section Five** of the Offer shall be titled **Required Forms** and shall include the following:

- (a) Provide a signed copy of the Certification Regarding Lobbying, Attachment 6.11 (pages 1 & 3).
- (b) Provide a signed copy of the Deviation and Exceptions Form, Attachment 6.12.
- (c) Provide a signed copy of the Confidential/Proprietary Form, Attachment 6.13.
- (d) Provide a signed copy of the IRS W-9 Form, Attachment 6.14.

7. Evaluation and Selection. Evaluation of Offers will be accomplished in four steps.

A. Step One: The Institution will conduct an initial review of the offer to determine basic responsiveness to the Solicitation and ensure the offer includes all required information.

B. Step Two: The Institution will evaluate the offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work using the ADE RFP Evaluation Rubric.

C. Step Three: The Institution will hold optional discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions and Best and Final Offers from Offerors still considered susceptible of winning contract award(s).

D. Step Four: The Contract award(s) will be made to the responsible Offeror(s) whose offer is determined to be the most advantageous to the Institution, based on the following criteria (in bold print below), which are listed in order of importance.

- (1) **Pricing:** Demonstrated capability to meet the needs of the Institution food operations using the best cost-effective method. Also, the Offeror must meet the pricing information as described in the Pricing Section. (Weight – 37%)
- (2) **Method of Approach and Implementation Plan:** Demonstrated capability to meet the needs of the Institution food operation service as described in the Method of Approach and Implementation Plan section of the Scope of Work. This shall include information on how Offeror plans on conducting business in the Institution. (Weight – 35%)
- (3) **Experience, Expertise, and Reliability:** Demonstrated experience in operating a food service operation in an Institution. This can be Arizona experience, or another food service program, and may include evaluation of references submitted. (Weight –28%)

8. **Discussions.** The Institution reserves the option to conduct discussions with those Offerors who submit Offers determined by the Institution to be reasonably susceptible of being selected for award.



9. Oral Presentation.

A. If the Institution elects to select those identified as being in the competitive range from the written evaluation for an oral presentation prior to final determination of contract award, the Institution will contact the top-scoring Offeror(s) to schedule a date, time, and location. Notification shall be in writing and include the following:

- (1) The questions the Caterer will be asked; and
- (2) Other miscellaneous requirements relative to the presentation.

B. The Institution Commitments made by the Caterer at the oral interview, if any, will be rendered in writing and considered binding.

C. The Institution shall not ask the Caterer any questions that are not part of the Evaluation documents.

10. Final Proposal Revisions.

A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation will be held with all Offerors determined to be in the competitive range.

B. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and the Institution at the conclusion of negotiations.

C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision (Best and Final Offer).

D. The Final Proposal Revision (Best and Final Offer) must be returned, signed, and dated by the Offeror within the time and date specified to be eligible for award.

Section 5



Uniform Instructions to Offeror

1. Definition of Terms.

As used in these instructions, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes to the contract.
- D. "Contractor" means any person who has a contract with the Institution.
- E. "Days" means calendar days unless otherwise specified.
- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. "Caterer" means vendor who is providing meals.
- H. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- I. "Offer" means the bid or proposal.
- J. "Offeror" means a vendor who responds to a Solicitation.
- K. "Procurement Officer" means the person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or his or her designee.
- L. "Responsible Offeror" means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.
- M. "Responsive Offeror" means the Offeror who submits a Proposal that conforms in all material respects to this Request for Proposal, Instruction to Offerors, and the Plans and Specifications which are incorporated herein by this reference.
- N. "Solicitation" means a Request for Proposal (RFP).
- O. "Solicitation Amendment (or Addendum)" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- P. "Subcontract" means any contract, express or implied, between the Contractor and another other party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the contract.

2. Inquiries.

- A. Duty to Examine: It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the offer due date and time nor shall it give rise to any contract claim.
- B. Solicitation Contact Person: Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries: The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry as it may then be identified as an Offer and not be opened until after the offer due date and time.



D. Timeliness: Any inquiry shall be submitted, in writing, as soon as possible and at least seven (7) days before the offer due date and time. Failure to do so may result in the inquiry not being answered.

E. No Right to Rely on Verbal Responses: Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.

F. Solicitation Amendments/Addenda: The Solicitation shall only be modified by a Solicitation Amendment or Addendum. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.

G. Pre-Offer Conference. If a Pre-Offer Conference has been scheduled under this Solicitation, the date, time, and location must appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions about the Solicitation, the procurement process, or the operation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendums.

H. Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation.

A. Forms: An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic, or mailgram offer shall be rejected.

B. Typed or Ink/Corrections: The Offer, and all other correspondence, must be typed or in ink. Erasures, interlineations, or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

C. Evidence of Intent to be Bound: The Offer and Award form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.

D. Exceptions to Terms and Conditions: All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer (Attachment 6.12) in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

E. Subcontracts: The caterer shall not subcontract any portion of this agreement.

F. Cost of Offer Preparation: The Institution will not reimburse any Offeror the cost of responding to a Solicitation.

G. Solicitation Amendments/Addenda: The Solicitation shall only be modified by a Solicitation Amendment or Addendum. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer and shall be submitted no later than the offer due date and time. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.

H. Federal Excise Tax: School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Award Form and provide the tax rate and amount, if applicable, on the Price Sheet.



J. Identification of Taxes in Offer: School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the Institution will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.

K. Disclosure: If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, State, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, and any subsequent contracts, the following shall prevail in the order set forth below:

- (1) Renewals and Amendments;
- (2) Special Terms and Conditions;
- (3) Uniform Terms and Conditions;
- (4) Statement of Scope of Work;
- (5) Specifications;
- (6) Attachments;
- (7) Exhibits;
- (8) Special Instructions to Offeror; and
- (9) Uniform Instructions to Offeror

M. Delivery: Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer.

A. Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

B. Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.

C. Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by the Institution. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the Institution. If an Offeror believes that information in its Offer should remain confidential, it shall complete and submit Attachment 6.13 with the Offer detailing the confidential and proprietary information and the reasons the information should not be disclosed. The Institution and ADE shall make a determination on whether the information on Attachment 6.13 is confidential pursuant to the Procurement Code.

D. Non-collusion, Employment, and Services. By signing the Offer and Award form, or another official contract form, the Offeror certifies that:

- (1) The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been, nor will not be, disclosed directly or indirectly to any other Offeror or to any competitor; no attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- (2) It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, State, and local laws and executive orders regarding employment; and
- (3) By submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and



- (4) By submission of this offer, 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.

5. Additional Offer Information.

- A. Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes: All applicable taxes in the Offer will be considered by the Institution when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes, which are obligations of Offerors in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers: A submitted Offer received after the exact offer due date and exact time shall be rejected except under the circumstances set forth in A.A.C R7-2-1044. The time clock in the Institution's office is the official time, without exception.
- D. Disqualification: The Offer of an Offeror who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold the Offer open for **ninety (90) days**. If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold the offer open for ninety (90) days from the Best and Final due date.
- F. Payment: Payments shall comply with the requirements of A.R.S. 35.342, Net 30 days. Upon receipt and acceptance of goods or services, the contractor shall submit a complete, detailed, and accurate invoice, including all rebates, credits, and discounts for payment within thirty (30) days.
- G. Waiver and Rejection Rights: Notwithstanding any other provision of the solicitation, the Institution reserves the right to:
- (1) Waive any minor informality;
 - (2) Reject any and all offers or portions thereof; or
 - (3) Cancel a solicitation.

6. Award.

- A. Number or Types of Awards: Where applicable, the Institution, reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the Institution. If the Procurement Officer determines that an aggregate award to one Offeror is not in the Institution's interest, "all or none" Offers shall be rejected.
- B. Contract Commencement: An Offer does not constitute a contract, nor does it confer any rights on the Offeror to the award of a contract. A contract is not created until the Offer is accepted in writing by the Institution with an authorized signature of the Offer and Award Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date: The effective date of this contract shall be the date that the Procurement Officer signs the Offer and Award Form or other official contract form, unless another date is specifically stated in the contract.
- D. Governing Board Approval: Final acceptance for the Institution will be contingent upon the approval of their Governing Board, if applicable.

7. Protests.

- A. Protests shall be filed, and shall be resolved, in accordance with the Arizona Administrative Code A.A.C. R7-2-1141 through A.A.C R7-2-1153.



B. A protest must be in writing and must be filed with **Valerie Pearson**. A protest of a solicitation must be received at the contract administrator before the offer due date. A protest of a proposed award or of an award must be filed within ten (10) days after the protester knows or should have known the basis of the protest.

C. A written request for an extension of the time limit for protest filing may be filed. The written request shall be filed with the Contract Administrator before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the Institution that resulted in the inability to be able to file the request within the ten (10) days. The Contract Administrator shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

D. A protest must include:

- (1) The name, address, and telephone number of the interested party;
- (2) The signature of the interested party or the interested party's representative;
- (3) Identification of the solicitation or contract number;
- (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (5) The form of relief requested; and
- (6) Any other information requested by the Contract Administrator.



Section 6
Attachments

Attachment 6.1 - Pricing

This form is to be included in Section Two of the Offer.

Fixed Fee Pricing Summary

The Caterer will be paid at a fixed rate per meal.

The Catering Pricing Proposal for the following CACFP Meal Types

To be completed by the Caterer:

Fixed Price per meal for Lunch/Supper: \$ _____

Fixed Price per meal for Snack: \$ _____

The Pricing Proposal for the Summer Food Service Program (SFSP)

To be completed by the Caterer:

Fixed Price per Meal for the *Summer Food Service Program Breakfast*: \$ _____

Fixed Price per Meal for the *Summer Food Service Program Lunch/Supper*: \$ _____

Fixed Price per Meal for the *Summer Food Service Program Snack*: \$ _____



Attachment 6.2 – Purchasing/Supplier Information and Food Preparation

Answers to the following questions are to be included in Section Three of the Offer.

Please describe the following:

1. Describe your plan on how you will keep costs low and quality high by purchasing all food and non-food items at the lowest price while maintaining quality standards (including the specification items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time) and service.
2. Describe your plan for purchasing a variety of wholesome and nutritious food for preparing and serving meals for the Institution's participants, staff, and employees.
3. List all the suppliers you will use during the term of the contract.
4. Describe how you will work with the Institution to meet USDA and ADE menu and meal pattern best practices.



Attachment 6.3 - Menu

This form (or equivalent) is to be included in Section Three of the Offer.

Breakfast, Lunch, Snack, and Supper menus must follow the meal pattern requirements in 7 CFR 226.20. *See Exhibit B*

SFSP menus must follow the meal pattern requirements in 7 CFR 225.16. *See Exhibit C*

<https://www.azed.gov/hns/cacfp/programforms/>

Center Name:

We proudly participate in
the Child and Adult Care
Food Program! For
information about the
CACFP, please ask our staff.



Week of _____ to _____

(Select One) ▼

BREAKFAST	MON	TUES	WED	THURS	FRI
Grain or Meat/Meat Alt					
Fruit/Vegetable					
Fluid Milk					
Extra					
AM SNACK					
Component 1					
Component 2					
Extra					
LUNCH					
Meat/Alternate					
Grain					
Vegetable					
Fruit or Vegetable					
Fluid Milk					
Extra					
PM SNACK					
Component 1					
Component 2					
Extra					
SUPPER					
Meat/Alternate					
Grain					
Vegetable					
Fruit or Vegetable					
Fluid Milk					
Extra					
EVENING SNACK					
Component 1					
Component 2					
Extra					

Acronyms:

WW: Whole Wheat
WGR: Whole Grain-Rich
HM: Homemade
CN: CN Labeled Food Item

Identification of Mixed Foods

(i.e. fruit salad: apples, peaches, banana)

Required Disclaimers:

All juices served are 100% juice.

Whole milk will be served to children 12-23 months. Children 24 months and older will be served 1% or fat-free milk.

How is water offered and made available to participants throughout the day?

This institution is an equal opportunity provider.



Attachment 6.4 – Safety and Quality Control Measure
Answers to the following questions are to be included in Section Three of the Offer.

Please describe the following:

1. Describe the food safety plan you follow.
2. Describe the “Quality Control” process you will perform when delivering meals to the Institution.
3. Describe your delivery vehicle, including how hot foods are kept hot and cold foods are kept cold.
4. Describe how you will monitor and document temperatures of menu items prior to transport, upon arrival, and at the time of serving.
5. Describe how you will ensure a temperature log for each menu item served will be completed daily and maintained.
6. List any Safe food handling, ServSafe, or Food Handler’s certifications held by your staff.

Please attach the following:

7. Attach a copy of your recent State or local “Permit to Operate” for the facility which you prepare the meals.
8. Attach a copy of your past two (2) food safety inspection reports.
9. Attach at least one sample of a standardized recipe.



Attachment 6.5 - Qualifications of Offeror
This form is to be included in Section Four of the Offer.

Any interested caterer should be presently serving Institutions with comparable size sites or be able to effectively demonstrate sufficient experience and knowledge.

List the following information regarding the current Institutions served by the caterer:

Institution Name	Size (# of participants)	Number of Sites	Current Contract Start Date	Last ADE Review Results



Attachment 6.6 - Offeror's References
This form is to be included in Section Four of the Offer.

List at least three (3) professional references where services provided are similar to those required under this Solicitation. Verify the accuracy of the Points of Contact information before listing it here.

1. Institution Name _____
Address _____
Point of Contact Name and Phone # _____
Participating Programs _____
Number of Students Served _____
Length of Relationship _____
Description of Services _____

2. Institution Name _____
Address _____
Point of Contact Name and Phone # _____
Participating Programs _____
Number of Students Served _____
Length of Relationship _____
Description of Services _____

3. Institution Name _____
Address _____
Point of Contact Name and Phone # _____
Participating Programs _____
Number of Students Served _____
Length of Relationship _____
Description of Services _____



Attachment 6.7 - Offeror's Discontinued or Terminated Services

This form is to be included in Section Four of the Offer.

List the Institution s where your services have been discontinued, terminated, or lost to re-bid in the past (5) years.

1. Institution Name _____

Address _____

Point of Contact Name and Phone # _____

Participating Programs _____

Number of Students Served _____

Length of Relationship _____

Reason for Termination _____

2. Institution Name _____

Address _____

Point of Contact Name and Phone # _____

Participating Programs _____

Number of Students Served _____

Length of Relationship _____

Reason for Termination _____

3. Institution Name _____

Address _____

Point of Contact Name and Phone # _____

Participating Programs _____

Number of Students Served _____

Length of Relationship _____

Reason for Termination _____



Attachment 6.8 - Offeror's Catering Company Information
Answers to the following questions are to be included in Section Four of the Offer.

1. Describe your catering company. Include the following information:
 - a. Leadership background
 - b. History and experience delivering Child Nutrition Programs
 - c. Organizational structure
2. Describe what services your company provides that are different from others.
3. Describe your capabilities to serve the Institution. Do you have the staff and resources to provide effective service?
4. Describe the training program in place for your kitchen and serving staff.
5. Describe your catering facility. Include a description of how you maintain the premises, equipment, and storage in accordance with proper sanitation and health standards.
6. Provide a statement that there is no conflict of interest associated with the award of this contract. No one employed by the Institution is related to or has any other personal or professional relationship with the Caterer and/or his/her family.
 - a. List the names, addresses and phone numbers of all members, owners, shareholders, or others with a financial interest in the Catering contract.



Attachment 6.9 - Offeror's Adherence to Federal Guidelines
Answers to the following questions are to be included in Section Four of the Offer.

1. Describe your understanding of the meal patterns. (single Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR 226.20 for CACFP)
2. Describe your experience with and results from a CACFP Reviews. Give an example of a finding and the corrective action you provided to the Institution.
3. Describe how you will work with the Institution to accommodate meal modifications for participants with disabilities.
4. Describe your level of understanding and comfort with using the Arizona Department of Education (ADE) website for program and menu planning resources.
5. Describe your experience with completing production records and using food labels.
6. Provide a copy of a sample CACFP and SFSP production record.
7. Describe how you maintain meal pattern records and how they are shared with the Institution.



Attachment 6.10 - Certificate of Independent Price Determination

This form is to be included in Section One of the Offer.

Both the School Food Authority and the Caterer (Offeror) shall execute this Certificate of Independent Price Determination.

Name of Caterer

Name of School Food Authority

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

(1) The prices in this Offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and

(3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

(B) Each person signing this Offer on behalf of the Caterer certifies that:

(1) He or she is the person in the Offerors organization responsible within the organization for the decision as to the prices being Offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the Offeror's organization responsible for the decision as to the prices being Offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Signature of Caterer's Authorized Representative

Title

Date

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

Signature of Institution
Authorized Representative

Title

Date

Note: Accepting a bidder's Offer does not constitute award of the contract.



CERTIFICATION REGARDING LOBBYING

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization (Caterer)

Name/Title of submitting Official

Signature

Date



DISCLOSURE OF LOBBYING ACTIVITIES
INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(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 Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
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/her name, title, and telephone number.

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



This form is to be included in Section Five of the Offer.

☐ Check this box if not applicable

(See reverse for public burden disclosure.)

Federal Use Only:

Attachment 6.12 - Deviations and Exceptions

This form is to be included in Section Five of the Offer.

All deviations and exceptions included with the Offer shall be submitted on this attachment. Any exceptions not included shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

Offerors shall clearly indicate all exceptions taken to the provisions or specification in this solicitation document. Any deviation or exception must be clearly stated along with a complete explanation of why the exception was taken and what benefit accrues to the Institution thereby. All exceptions will be reviewed and approved by the Institution and ADE.

Exceptions (mark one):

_____ No exceptions

_____ Deviations/Exceptions taken (List page number, section, item number, and reason)

Page Number: _____

Section: _____

Item Number: _____

Reason: _____

Page Number: _____

Section: _____

Item Number: _____

Reason: _____

Page Number: _____

Section: _____

Item Number: _____

Reason: _____

Signature: _____ Date: _____



Attachment 6.13 - Confidential/Proprietary Form

This form is to be included in Section Five of the Offer.

Under applicable law, all Offers submitted and opened are public records and must be retained by the Institution. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the Institution.

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer.

_____ Confidential/Proprietary materials included and listed below. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions, paragraph 4C). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Institution and the ADE prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

Page Number(s): _____

Section: _____

Reason: _____

Page Number(s): _____

Section: _____

Reason: _____

Page Number(s): _____

Section: _____

Reason: _____

Signature: _____ Date: _____



Attachment 6.14 - W-9 Form
This form is to be included in Section Five of the Offer.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.			
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
	2 Business name/disregarded entity name, if different from above				
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶				
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <small>(Applies to accounts maintained outside the U.S.)</small>				
	5 Address (number, street, and apt. or suite no.) See instructions.				
6 City, state, and ZIP code					
7 List account number(s) here (optional)					
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.					
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.					
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%;">Sign Here</td><td style="width: 60%;">Signature of U.S. person ▶</td><td style="width: 25%;">Date ▶</td></tr></table>			Sign Here	Signature of U.S. person ▶	Date ▶
Sign Here	Signature of U.S. person ▶	Date ▶			
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none">• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>					

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



Attachment 6.15 - Statement of No Bid

If you are not responding to this RFP, please complete and return *only* this form to:

Institution: Boys & Girls Clubs of the Valley

Procurement Officer: Valerie Pearson

Procurement Officer Address: Program Service Center 4309 E. Belleview St. Bldg 14, Phoenix, AZ 85008

Procurement Officer Phone Number: 602-954-8182

Procurement Officer Fax Number: N/A

Procurement Officer Email Address: valerie.pearson@bgcaz.org

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Contact Phone Number: _____

We, the undersigned, have declined to respond to your Child Nutrition Programs RFP for the following reasons:

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements.

_____ Other. (Specify below)

Remarks: _____

Signature: _____ Date: _____



Attachment 6.16 - Offeror's Farm to/Local Grown Purchasing Information
(Geographical Preference Option)

Answers to the following questions are to be included in Section Three of the Offer.

(N/A)



Section 7 Exhibits

Exhibit A – Boys & Girls Clubs of the Valley Additional Program Information

A.1

Locations & Hours

Boys & Girls Clubs of the Valley (BGCAZ) serves kids and teens out-of-school time at locations Valley wide. At the time of this document release, there are 13 locations that are sites under the BGCAZ Child Nutrition Programs sponsorship. Of those 13, there are 11 that are actively serving members currently. The other two locations are expected to start afterschool services when in-person learning resumes.

When schools are closed, locations are open full day Monday – Friday from 7:00 am – 6:00 pm unless otherwise noted in the list of location and office holiday closures. When schools are open and youth are on campus, locations are open Monday – Friday during afterschool hours of approximately 2:30 pm – 7:00 pm.

During the BGCAZ fiscal year 7/1/2020 – 6/30/2021, locations and offices will be closed:

July 3, 2020 Friday Independence Day
Sep 7, 2020 Monday Labor Day
Nov 26, 2020 Thursday Thanksgiving Day
Nov 27, 2020 Friday Day After Thanksgiving
Dec 25, 2020 Friday Christmas Day
Dec 28, 2020 – Dec 31, 2020 Extended Holiday
Jan 1, 2021 Friday New Year's Day
Jan 18, 2021 Monday Martin Luther King Jr
Feb 15, 2021 Monday Presidents Day
May 31, 2021 Monday Memorial Day

Branch	Address
Colangelo Branch	1755 N. 34th Ave. Phoenix, AZ. 85009
Diamondbacks Branch	548 W. Southern Ave. Phoenix, AZ. 85041
Gabel Branch	1330 N. 15th St. Phoenix, AZ. 85006
I.G. Homes Branch	1601 W. Sherman St. Phoenix, AZ. 85007
Littleton Branch	1642 S. 107th Ave. Bldg. A Avondale, AZ. 85323
Parsons Branch	4309 E. Bellevue St. Phoenix, AZ. 85008
Peoria Branch	11820 N. 81st Ave. Peoria, AZ. 85345
Robson Branch	15815 N. 29th St. Phoenix, AZ. 85032
Rosenzweig Branch	2242 W. Missouri Ave. Phoenix, AZ. 85015
Sands Branch	4730 W. Grovers Ave. Glendale, AZ. 85308
Stewart Branch	6629 W. Clarendon Ave. Phoenix, AZ. 85033
Swift Branch	6420 W. Maryland Ave. Glendale, AZ. 85301
Tri-City West Branch	301 E. Western Ave. Avondale, AZ. 85323

Child Nutrition Programs Offered:

Boys & Girls Clubs of the Valley (BGCAZ) operates under CACFP during the school year and SFSP during the summer unless the Federal and State authorize BGCAZ to do otherwise.

*As of September 3, 2020, BGCAZ will be operating SFSP under new guidance from the USDA.



Exhibit A.2

Meals/Snack Types and Delivery Times:

BGCAZ is potentially open to exploring the option for bulk meal service. However, unitized is preferred.

CACFP:

Sites will receive one meal and one snack per day. The meal will be either a lunch or a dinner dependent on the school operating hours.

Meals are expected to be delivered hot with the potential exception for a maximum of one cold-served entrée per week.

Snacks are served cold and may be delivered on the business day prior to service.

SFSP:

When Club is operating full-day, sites will receive breakfast and lunch each day.* When the club is operating afterschool hours, sites will receive dinner and snack.*

Meals are expected to be delivered hot with the potential exception for a maximum of one cold-served entrée per week.

Breakfast items delivered the day prior to service must not require reheating or be manufacturer recommended reheated and must be able to be served and enjoyed cold.

It is preferred to offer one day per week of hot breakfast where the breakfast is delivered early in the morning on the day of service.

**Waivers recently issued by USDA will now allow CACFP meal and snack to be served on the same day and same site as an SFSP Breakfast and Lunch. BGCAZ looking into participating in both programs simultaneously for sites that are operating full day schedules because their districts have not returned to in-person learning yet. There may be a possibility for some sites to need an SFSP Breakfast, SFSP lunch, CACFP Snack, and CACFP Dinner on the same day. (9/28/2020)*

Delivery:

Meals and snacks must be delivered in a manner that meets the temperature requirements stated in Section 2.15.

Lunches and Dinners must arrive no earlier than two hours prior to meal service and no later than 10 minutes prior to meal service.

Lunch claimable meal service begins at 11:00 am and ends at 1:00 pm

Dinner claimable meal service begins at 5:00 pm and ends at 7:00 pm

Snacks are served cold and may be delivered on the business day prior to service.

Breakfasts are generally served cold and may be delivered on the business day prior.

If hot breakfast is delivered the day of service, it can be delivered as early as 7:00 am.

Equipment:

Each location is equipped with a refrigerator. Some locations have warmers to maintain the temperature that the hot hold foods arrive in. No locations have the ability to rapidly reheat food if temperature corrective action is needed.

Delivery check-in and Food Servers:

BGCAZ staff will accompany caterer to the kitchens to check-in meals and supervise the temperature checks upon delivery.

BGCAZ staff will serve the food and snacks. No food service service is needed from the caterer.

Disposable Supplies

Caterer will supply all eating utensils and paper goods need for each meal and snack (trays, bowls, plates, napkins).

BGCAZ will provide staff servers with disposable gloves, thermometers, and probe wipes to temp the food prior to service. BGCAZ will provide cleaning supplies.



Exhibit A.3

Menu Specifications for the Boys & Girls Clubs of the Valley

Information listed below includes Federal and State program requirements as well as specific needs for institution.

All Menus must include the following statements:

- This institution is an equal opportunity provider.
- All milk served is 1% White Milk.
 - Exception: SFSP Lunches: Choice of Milk of 1% White or Nonfat Chocolate
- Drinking water is made available to youth at all times at drinking fountains located in this facility.
- All yogurts contain less than 23 grams of sugars per 6 oz
- Menu items that are made up of a mix of components or different varieties must be detailed out on the menu. Examples include
 - Mixed fruit – list the types of fruit included
 - Sandwich – list type of meat, cheese, veggie, bread, condiment
 - Lasagna – list if it contains meat and what type of meat and what type of noodle such as whole grain rich
- All menu items that are homemade must have “HM” printed next to the item on the menu
- All menu items that require a child nutrition label must have “CN” printed next to the item on the menu
- All menu items that are whole grain rich must have “WGR” printed next to the item on the menu
- All menu items that are Reduced Fat or Fat Free must have “RF” or “FF” printed next to the item on the menu



Afterschool Program Lunch/ Dinner Menu

- Entrees should be hot with the exception of occasional cold sandwiches or wraps
- One fruit and one vegetable must be served with every meal.
- Most grains should be whole grain rich and meet the daily whole grain rich required amounts under CACFP regulations.
- No more than one processed/high fat entrée to be served per week
- Pork: If pork product is included in the menu, an alternative item is requested
 - Pepperoni pizza – offer a portion of cheese alternative
 - Ham sandwich – offer a portion of turkey sandwiches as an alternative
- Two or more fresh vegetables per week
- Two or more fresh fruits per week
 - Whole oranges and apples must be sliced
- No juice for dinner/lunch meals
- No entrée shall be repeated in the 21-day operational cycle unless approval has been received by State agency
- No high-sugar items are permitted.
- Condiments that customarily accompany entrees and vegetables are expected to be provided
 - Includes ketchup and mustard as customary; reduced-fat ranch for salads/raw broccoli/cucumbers
 - - Low sodium (LS) Tajin packets for cucumbers and carrots is preferred

Afterschool Program Snack Menu

The 21-day operational cycle snack menu should contain healthy, nutritious snacks that include whole grain rich options, muffins, fresh fruit and fresh vegetable options, low-fat/sugar yogurt, and cheese options and have a limited amount crackers, juice, and milk. Whole oranges must be sliced. All unitized snack items will be served cold and may be delivered the day prior to service.

Summer Program Menu

- One fruit and one vegetable must be served with every lunch
- Two or more fresh fruits per week for breakfasts
- All grains and breads items must be whole grain or enriched
- Three or more whole grain items to be served per week at lunch
- Two or more fresh vegetables per week for lunches
- Three or more fresh fruits per week for lunches
- No more than two processed/high fat entrées at lunch to be served per week
- Cereals and other breakfast items will support the Boys & Girls Clubs Healthy Lifestyles Outcome and be whole grain and relatively low in sugar to not give the appearance of junk food
- Non-Unitized pizza service is acceptable as all sites are permitted as Eating and Drinking sites and all sites have certified food handlers and managers
- SFSP breakfast enhancement: An extra breakfast component such as a yogurt or cheese stick 1 - 2 times per week on days when meal components are slim and less filling
- Pork: If pork product is included in the menu, an alternative item is requested
 - Pepperoni pizza – offer a portion of cheese alternative
 - Ham sandwich – offer a portion of turkey sandwiches as an alternative
- Lunch/Dinner Entrees should be hot with the exception of occasional cold sandwiches or wraps
- Breakfast entrees may arrive cold and be delivered the day prior. Prefer to have one hot option delivered morning of service per week.



Breakfast Meal Pattern for the CACFP

Child and Adult Care Food Program

Required Components at Breakfast: fluid milk, vegetables/fruits/portions of both, and a grain are required components at breakfast.		Flexibility: a meat/meat alternate may be served in place of the entire grain component up to 3 times per week.		
Food Components and Food Items	Required <u>minimum</u> serving size by age group			
	Ages 1-2	Ages 3-5	Ages 6-18*	Adults
Fluid Milk ¹	4 fl oz or 1/2 cup	6 fl oz or 3/4 cup	8 fl oz or 1 cup	8 fl oz or 1 cup ¹
Vegetables, Fruits, or Portions of Both ²	1/4 cup	1/2 cup	1/2 cup	1/2 cup
Grains (oz eq) ³				
Bread	1/2 slice	1/2 slice	1 slice	2 slices
Bread products, i.e. biscuits, rolls, muffins	1/2 serving	1/2 serving	1 serving	2 servings
Cooked breakfast cereal ⁴ , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1 cup
Ready-to-eat breakfast cereal ⁴ (dry, cold)				
Flakes or rounds	1/2 cup	1/2 cup	1 cup	2 cups
Puffed cereal	3/4 cup	3/4 cup	1-1/4 cup	2-1/2 cups
Granola	1/8 cup	1/8 cup	1/4 cup	1/2 cup
Meat/Meat Alternates⁵ <i>Optional. May be served in place of a grain no more than 3x per week.</i>	1/2 oz	1/2 oz	1 oz	2 oz
Beans or peas	1/8 cup	1/8 cup	1/4 cup	1/2 cup
Natural or processed cheese	1/2 oz	1/2 oz	1 oz	2 oz
Cottage or ricotta cheese	1/8 cup or 1 oz	1/8 cup or 1 oz	1/4 cup or 2 oz	1/2 cup or 4 oz
Eggs	1/4 large egg	1/4 large egg	1/2 large egg	1 large egg
Lean meat, poultry, or fish	1/2 ounce	1/2 ounce	1 oz	2 oz
Peanut butter, soy nut butter, or other nut/seed butters	1 tablespoon	1 tablespoon	2 tablespoons	4 tablespoons
Tofu (store-bought or commercially prepared)	1/8 cup or 1.1 oz with at least 2.5g of protein	1/8 cup or 1.1 oz with at least 2.5g of protein	1/4 cup or 2.2 oz with at least 5g of protein	1/2 cup or 4.4 oz with at least 10g of protein
Yogurt ⁶	1/4 cup or 2 oz	1/4 cup or 2 oz	1/2 cup or 4 oz	1 cup or 8 oz

¹ Fluid milk served must be pasteurized. Whole milk must be served to participants ages 12-23 months. Children 24 months and older must be served 1% or fat-free milk. Participants ages 6 and older may be served flavored low-fat or fat-free milk, however, it is a high-sugar item. Adult participants may be served yogurt in place of milk once per day.

² Pasteurized full-strength juice may only be served once per day. As a best practice, juice should be limited to no more than twice per week and should not be served when milk is also being served.

³ All grains served must be either enriched, whole grain-rich, bran or germ. At least one serving per day must be [whole grain-rich](#). [Grain-based desserts](#) do not count towards meeting the grains requirements.

⁴ [Breakfast cereals](#), including hot cereal and ready-to-eat cereal, must contain no more than 6 grams of sugar per dry oz.

⁵ [Meat and meat alternates](#) may be used to meet the entire grains requirement a maximum of three times a week.

⁶ [Yogurts](#) must contain no more than 23 grams of sugar per 6 ounces.

* Serving sizes for participants ages 13-18 applies to emergency shelters and at-risk afterschool programs.



Snack Meal Pattern for the CACFP

Child and Adult Care Food Program

Select at least two of the five components to serve at snack.

Food Components and Food Items	Required <i>minimum</i> serving size by age group			
	Ages 1-2	Ages 3-5	Ages 6-18*	Adults
Fluid Milk¹	4 fl oz or 1/2 cup	4 fl oz or 1/2 cup	8 fl oz or 1 cup	8 fl oz or 1 cup ²
Meat/Meat Alternates	1/2 oz	1/2 oz	1 oz	1 oz
Lean meat, poultry, or fish	1/2 oz	1/2 oz	1 oz	1 oz
Tofu, soy product, or alternate protein products ³	1/2 oz	1/2 oz	1 oz	1 oz
Cheese	1/2 oz	1/2 oz	1 oz	1 oz
Large egg	1/2	1/2	1/2	1/2
Cooked dry beans or peas	1/8 cup	1/8 cup	1/4 cup	1/4 cup
Peanut butter, soy nut butter, or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt ⁴	2 oz or 1/4 cup	2 oz or 1/4 cup	4 oz or 1/2 cup	4 oz or 1/2 cup
Peanuts, soy nuts, tree nuts, or seeds	1/2 oz	1/2 oz	1 oz	1 oz
Grains (oz eq)⁴				
Bread	1/2 slice	1/2 slice	1 slice	1 slice
Bread products, i.e. biscuits, rolls, muffins	1/2 serving	1/2 serving	1 serving	1 serving
Cooked breakfast cereal ⁵ , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup
Ready-to-eat breakfast cereal ⁷ (dry, cold)				
Flakes or rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	3/4 cup	1-1/4 cup	1-1/4 cup
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup
Vegetables	1/2 cup	1/2 cup	3/4 cup	1/2 cup
Fruits	1/2 cup	1/2 cup	3/4 cup	1/2 cup

¹ Fluid milk served must be pasteurized. Whole milk must be served to participants ages 12-23 months. Children 24 months and older must be served 1% or fat-free milk. Participants ages 6 and older may be served flavored low-fat or fat-free milk, however, it is a high-sugar item.

² ADULTS ONLY: Adult participants may be served yogurt in place of milk once per day.

³ Alternate protein products must meet the requirements in [Appendix A to Part 226](#).

⁴ [Yogurts](#) must contain no more than 23 grams of sugar per 6 ounces.

⁵ Pasteurized full-strength juice may only be served once per day. As a best practice, juice should be limited to no more than twice per week and should not be served when milk is also being served.

⁶ All grains served must be either enriched, whole grain-rich, bran or germ. At least one serving per day must be [whole grain-rich](#). [Grain-based desserts](#) do not count towards meeting the grains requirements.

⁷ [Breakfast cereals](#), including hot cereal and ready-to-eat cereal, must contain no more than 6 grams of sugar per dry oz.

* Serving sizes for participants ages 13-18 applies to emergency shelters and at-risk afterschool programs.

Meal Pattern | April 2020 | Arizona Department of Education | This institution is an equal opportunity provider.



Exhibit C - SFSP Meal Pattern



Arizona Department of Education
Summer Food Service Program

SFSP Meal Patterns

	Breakfast	Lunch or Supper	Snack ¹ (Choose two of the four)
Milk			
Milk, fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ³	1 cup (8 fl. oz.) ³
Vegetables and/or Fruits			
Vegetable(s) and/or fruit(s) or	1/2 cup	3/4 cup total ⁴	3/4 cup
Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetables(s), fruit(s), and juice	1/2 cup (4 fl. oz.)		3/4 cup (6 fl. oz.)
Grains and Breads⁵			
Bread or	1 slice	1 slice	1 slice
Combread, biscuits, rolls, muffins, etc. or	1 serving	1 serving	1 serving
Cold dry cereal or	3/4 cup or 1 oz. ⁶		3/4 cup or 1 oz. ⁶
Cooked pasta or noodle product or	1/2 cup	1/2 cup	1/2 cup
Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads	1/2 cup	1/2 cup	1/2 cup
Meat and Meat alternates	(Optional)		
Lean meat or poultry or fish or alternate protein product ⁷ or	1 oz.	2 oz.	1 oz.
Cheese or	1 oz.	2 oz.	1 oz.
Eggs or	1/2 large egg	1 large egg	1/2 large egg
Cooked dry beans or peas or	1/4 cup	1/2 cup	1/4 cup
Peanut butter or soy nut butter or other nut or seed butters or	2 tbsp.	4 tbsp.	2 tbsp.
Peanuts or soy nuts or tree nuts or seeds or	1 oz.	1 oz. = 50% ⁸	1 oz.
Yogurt, plain or sweetened and flavored	4 oz. or 1/2 cup	8 oz. or 1 cup	4 oz. or 1/2 cup
An equivalent quantity of any combination of the above meat/meat alternates			

For the purpose of this table, a cup means a standard measuring cup.

endnotes

1. Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
2. Must be served as a beverage, or on cereal, or use part of it for each purpose.
3. Must be served as a beverage.
4. Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
5. All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.
6. Either volume (cup) or weight (oz.) whichever is less.
7. Must meet the requirements in Appendix A of the SFSP regulations.
8. No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish.

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Exhibit D - CACFP Arizona Menu Best Practices



The CACFP provides a unique opportunity to shape lifelong nutrition behavior. The Arizona Department of Education (ADE) and the United States Department of Agriculture (USDA) have best practices to ensure participants receive the best nutrition possible while in care. Incorporating just a few or all of the best practices provides participants with nutritious meals and increases the quality of your menu.

USDA

- ☐ Make at least 1 of the 2 required snack components a vegetable or a fruit
- ☐ Serve only unflavored milk to all participants
- ☐ Offer a variety of fruits, especially whole fruits
- ☐ Limit serving processed meats to no more than one serving per week
- ☐ Provide 2 or more servings of whole grain-rich grains per day
- ☐ Serve only natural cheeses and choose low-fat or reduced-fat cheeses

ARIZONA

- ☐ Serve lettuce with an additional vegetable for the vegetable component
- ☐ Limit 100% fruit or vegetable juice to twice per week or less ⚡ **Empower Standard**
- ☐ Increase variety! Limit crackers and breakfast cereal
- ☐ Limit combined entrées to three components or less to ensure a side at all meals
- ☐ Offer a variety of dark green, red, orange, and deep yellow vegetables, including root vegetables and dried peas & beans
- ☐ Source seasonal & local foods to feature on the menu
- ☐ Cook from scratch! Limit commercially processed or frozen entrées



Navigating Menu Changes

Permanent Change: You can change your menu at any time. Your assigned specialist is available for support but does not need to approve changes. Did you discover a new exciting entrée? Go for it!

One-Time Change: Find inspiration from your farmers market and feature local seasonal foods at any time. Just mark your one-time substitution on your posted menu.

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Exhibit E - Sample Production Record
<https://www.azed.gov/hns/cacfp/programforms/>



Menu Production Worksheet for the Child & Adult Care Food Program

BREAKFAST

Date:

Menu:

Anticipated Number of Meal Service

(must exceed or be equal to the number of meals)

Age 1	Age 2	Age 3-5	Age 6-12	Age 13-18	Adult
					

Grain -	
Meat/Alternate -	 (if applicable)
Fruit/Vegetable -	
Milk -	

Component	Food Items				No. of Servings	Purchase Unit (i.e. Pound)	Single Serving Requirement	Total Purchase Units (Based on Anticipated Participation)	Total to Purchase (Based on Anticipated Participation)				
	# of Participants by Age	Multiplier	No. of Servings										
Grain (a Meat/Alternate can be used up to 3 times per week in place of the grain component)	1-2:	0	1	0	1 oz	Obtain from Buying Guide	Obtain from Buying Guide	Must be Rounded Up					
	3-5:	0	1.5	0									
	6-12:	0	2	0									
	13-18:	0	2	0									
	Adult:	0	2	0									
	Type Food Item i.e. Bread									0			
	Additional Food Item (if applicable)									0			
Additional Food Item (if applicable)				0									
Meat/Meat Alternate (a Meat/Alternate can be used up to 3 times per week in place of the grain component)	1-2:	0	1	0	1/2 cup	Obtain from Buying Guide	Obtain from Buying Guide	Must be Rounded Up	Total to Purchase				
	3-5:	0	1	0									
	6-12:	0	2	0									
	13-18:	0	2	0									
	Adult:	0	2	0									
	Type Food Item i.e. Yogurt (if applicable)									0			
	Additional Food Item (if applicable)									0			
Additional Food Item (if applicable)				0									
Fruit/ Vegetable	1-2:	0	1	0	1/4 cup	Obtain from Buying Guide	Obtain from Buying Guide	Must be Rounded Up	Total to Purchase				
	3-5:	0	2	0									
	6-12:	0	2	0									
	13-18:	0	2	0									
	Adult:	0	2	0									
	Type Food Item i.e. Strawberries									0			
	Additional Food Item (if applicable)									0			
Additional Food Item (if applicable)				0									
Fluid Milk	1:	0	1	0	1/2 cup	Obtain from Buying Guide	Obtain from Buying Guide	Must be Rounded Up	Total to Purchase				
	2:	0	1	0									
	3-5:	0	1	0									
	6-12:	0	2	0									
	13-18:	0	2	0									
	Adult:	0	2	0									
	Whole Milk (One-Year-Olds)									0			
2 or Fat-Free (24 months to Adults)				0									

Please note, AZD's Simplified Buying Guide must be used to successfully complete a production worksheet. To access the Simplified Buying Guide, select the hyperlinks within the document or visit our webpage at www.azed.gov/hns/cacfp/

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Exhibit F - Summary of Recordkeeping Requirements

Summary of Recordkeeping Requirements

Sponsors must provide documentation that shows the nutrient content for meal pattern requirements and allow reviewers to clearly identify how each label connects to foods being served. You may make photocopies or cut from actual packaging.

Meal Pattern Recordkeeping	
Food Items	Recordkeeping Required
Whole Grain-Rich Foods	Product Label and at least one of the following: <ul style="list-style-type: none"> • “Whole Wheat” statement on the label* (<i>bread and pasta products only</i>) • Any State agency’s WIC-approved whole grain food list • Label that includes one of the FDA-approved Health Statements • Ingredients List • One or more acceptable forms of Whole Grain-Rich documentation for the National School Lunch Program; • Manufacturer Documentation or Standardized Recipe
Breakfast Cereals	All of the following: <ul style="list-style-type: none"> • Product Label • Nutrition Facts Label • Ingredients List
Yogurts	Both of the following: <ul style="list-style-type: none"> • Product Label • Nutrition Facts Label
Products with Child Nutrition (CN) Labels	Both of the following: <ul style="list-style-type: none"> • Product Label • CN Label

*Note: A “Whole Grain” package statement does not provide sufficient evidence of meeting the whole grain-rich requirement.

