

**OKLAHOMA STATE DEPARTMENT OF
EDUCATION (OSDE)
CHILD NUTRITION PROGRAMS (CNP)
CHILD AND ADULT CARE FOOD PROGRAM (CACFP)
SUMMER FOOD SERVICE PROGRAM (SFSP)
REQUEST FOR PROPOSAL (RFP)**

Agreement Number/County & District Code: 240327

Institution/Sponsor: Regional Food Bank of Oklahoma, Inc.

This packet contains the Request for Proposal (RFP)/Contract with a Vendor or Food Service Management Company (FSMC), which is required. No other templates or forms will be accepted. Institution/Sponsors must ensure that all goods and services are properly procured and that all records relating to the procurement and purchases must be maintained.

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INTRODUCTION

Civil Rights Assurance

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and Food and Nutrition Services (FNS) directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from United States Department of Agriculture (USDA); and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

Contract Procedures

These instructions address procurement related to Vendor contracts. Section 226.2 of CACFP and 225.1 of SFSP regulations defines a vendor as an organization other than a public or private nonprofit school with which a institution/sponsor may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the program.

Facilities that contract for meals from school food authorities (SFAs) are exempt from these procedures to the extent that contracts with SFAs may be procured noncompetitively. As with all other federal funds, the primary objective of these procedures is to ensure *maximum open and free competition*.

Review of Procurement Procedures for Meal Service

For all contracts in excess of \$250,000 per year, the request for proposal (RFP), or competitive sealed proposal (formal advertising), is the procurement method to be used by institutions/sponsors that wish to purchase meal service. Proposals are solicited from an adequate number of known suppliers and publicly advertised in the local paper. The advertisement should be a paid advertisement and not just submitted to a local paper with a request that it be printed as a public service.

Allow ***at least 14 calendar days*** from the public notice to the due date for the proposals. You should also allow a few additional days from the due date of the proposals to the date of the proposal opening to allow for mail. The proposals are to be ***publicly opened*** and a firm-fixed-price contract awarded to the ***responsible bidder*** whose proposal, conforming with all the material terms and conditions of the RFP, is the most ***responsive and lowest in price***.

If references are requested, this requirement needs to be in the RFP. In addition, if a list of contracts the Vendor has had for the past two years or more is required, this too must be stated in the RFP.

For contracts costing in the aggregate amount **no more than \$250,000 per year**, small purchase procedures may be used. If you are utilizing this procedure, you must:

- Obtain an ***adequate number*** (commonly three but may be less if not available) of written or oral price quotations from qualified sources.
- Maintain a ***written record*** of the quotations obtained.
- Award the contract to the ***lowest responsible bidder*** with the ***lowest responsive quote or proposal***. If the lowest proposal will not be taken, you must keep justification on file documenting why the lowest proposal was not taken before signing a contract.

All procurement transactions, regardless of price, shall be conducted in a manner that provides ***maximum open and free competition***. Procurement procedures shall not restrict or eliminate competition. All requirements and other factors to be used in evaluating proposals must be clearly set forth. Awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the RFP. Consideration shall be given to such matters as contractor integrity, compliance with public policy, and documented record of past performance. If any of these become an issue for you, they need to be fully documented and consultation with the State Department of Education (the *State agency*) should be considered.

Copies of all signed contracts/agreement renewals must be submitted to the State agency each year for approval.

Lastly, should you have any problems with a Vendor, notification should be in the form of letters to the company documenting specific problems and the corrective actions needed, including precise time frames. The results of these actions should also be documented. The State agency cannot allow the selection of a higher bidder because of problems with the lowest bidder unless the rejection is based on sound business reasons and the problems have been sufficiently documented.

Contract Duration/Renewals

The duration of contracts for meal service is limited to one year with the option of up to three 1-year renewals with mutual agreements between the Institution/Sponsor and Vendor. The effective beginning and ending dates must be stated in the contract and the beginning date of the contracted service should not be prior to the date the contract is signed.

Definitions As Used Herein:

- a. The term *proposal* means an offer to perform the work described in the request for proposal (RFP) at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- b. The term *bidder* means a food service management company or vendor submitting a proposal in response to this RFP.
- c. The term *contractor* means a successful bidder who is awarded a contract by an

institution/sponsor under the Child and Adult Care Food Program (CACFP) or Summer Food Service Program (SFSP) under the United States Department of Agriculture (USDA).

- d. The term *vendor* means an organization or food service management company, other than a public or private nonprofit school, with which an institution/sponsor may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program.
- e. The term *request for proposal* means the document soliciting proposals through the formal advertising method of procurement. In the case of this program, the RFP becomes the contract upon acceptance by the institution/sponsor.
- f. The term *facility* means the CACFP or SFSP site receiving meals from the vendor as part of the RFP.
- g. The term *institution/sponsor* refers to the CACFP or SFSP organization site which issues this RFP.
- h. The term *unitized meal* means an individual proportioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit, and served as a unit, with or without milk.
- i. The term *State agency* refers to the Oklahoma State Department of Education, Child Nutrition Programs.

Note: Other terms shall have the meanings ascribed to them in CACFP and SFSP regulations.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax: (833) 256-1665 or (202) 690-7442; or **email:** program.intake@usda.gov

This institution is an equal opportunity provider

RFP Publication Date March 27, 2024	RFP Opening Date April 29, 2024
Closing Date April 29, 2024	Closing Time 10:00am Central

Institution/Sponsor Information		
Name Regional Food Bank of Oklahoma, Inc.		Agreement/County & District Number
Address 3355 S. Purdue		
City Oklahoma City	State OK	Zip 73179
Contact Person Tyler Griffin		Phone Number (405) 600-3146
Email Address tgriffin@rfbo.org		

Proposing Vendor Information		
Name		Phone Number
Address		
City	State	Zip
Email Address		
Authorized Representative		Title

Proposed Contract Term: May 15, 2024 to May 14, 2025

Renewal(s): No Yes If yes, number of years (no more than four): 4

Note: By submission of this proposal, the proposing vendor certifies that, in the event they receive an award under this solicitation, they shall operate the food service program in accordance with all applicable and current State and Federal program regulations, and the attached terms, conditions and specifications as set forth in the RFP.

**ACKNOWLEDGEMENT OF SUMMER FOOD
SERVICE PROGRAM INCLUSION**



This solicitation and document contains a request for proposal to vendors and/or contractors supplying goods, individual food items in bulk, milk, and or nonfood supplies for meals to be prepared and served to participants in the Summer Food Service Program (SFSP) authorized by section 13 of the National School Lunch Act, and operated under part 225 of the United States Department of Agriculture (USDA) regulations, this document sets forth the terms and conditions applicable to the proposed procurement, upon acceptance it shall constitute the contract between the bidder and the contracting institution/sponsor named below.



None of the food, milk or non-food items solicited in this document will be prepared and served to participants in the Summer Food Service Program (SFSP) authorized by section 13 of the National School Lunch Act, and operated under part 225 of the United States Department of Agriculture (USDA) regulations, this document sets forth the terms and conditions applicable to the proposed procurement, upon acceptance it shall constitute the contract between the bidder and the contracting institution/sponsor named below.

Both Parties shall execute this acknowledgment.

<i>Name of Institution/Sponsor</i>
<i>Signature</i>

<i>Name of Vendor</i>
<i>Signature</i>

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

GENERAL INFORMATION
(Institution/Sponsor complete parts A through D)

A. Intent

This solicitation is for the purpose of entering into a contract for vended goods and/or services for The Regional Food Bank of Oklahoma (Institution/Sponsor's Name) herein after referred to as the "Institution/Sponsor". The bidder is herein referred to as the "Vendor". The final contract will be between the Vendor and Institution/Sponsor.

B. Fixed Priced Contract

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with CACFP Title 7 CFR Part 226 and SFSP Title 7 CFR Part 225

- This contract will be a Fixed-Price Contract wherein the vendor will be paid a set price per item delivered.
- The fixed price must include all labor and expenses which may not be charged back to the Institution/Sponsor in any other manner.
- The proposed fixed price should *not include* or net out the value of commodities (USDA Foods)
- The fixed price per meal/lunch equivalent may be subject to an annual escalation/de-escalation provision, made at the time of contract renewal (if any), based on the Consumer Price Index (CPI) for Food Away From Home. The specific CPI used will be: equal to the CPI for all Urban Consumers, as of March of the current year (rounded down to the nearest cent). ***The only price increase allowed once contract is signed by both parties is the increase in the CPI.***

C. *Preproposal Meeting

A Preproposal Meeting will not be held. (Skip C)

A Pre-Proposal Meeting will be held with interested bidders to review the specifications, to clarify any questions and for a site-visit.

Location: Virtual - Teams link to be provided in email invitation to vendors

Date/Time: April 10, 2024 at 8:00am Central

Attendance is: REQUIRED NOT REQUIRED

Vendor presentations: WILL WILL NOT be scheduled at this time

Fax **or** email any technical issue and specification questions pertaining to the Request for Proposal (RFP) to:

Fax: N/A Email Address: tgriffin@rfbo.org

no later than: April 9, 2024 (date) at 12:00pm Central (time) and follow these guidelines:

1. Specifically reference the section of the RFP in question. These questions will be addressed at the preproposal meeting and then distributed in the form of an addendum. Vendors are requested to bring a copy of the solicitation to the conference.
2. The purpose of this conference is to allow the Institution/Sponsor the opportunity to provide the clarification, respond to questions from potential bidders relative to any facet of this solicitation, and to entertain suggestions for improvement of this document and/or the program.
3. The site tour will begin following the preproposal conference. Prospective bidders are to notify the Institution/Sponsor of their intent to participate by N/A (date) at _____ (time). Participation in the tour is limited to _____ representatives per bidder.

Institution/Sponsor Contact Name: _____

Email: _____

4. Prior to and after the preproposal conference, no oral interpretation will be made to any vendor as to the meaning of the specification. Every interpretation will be in the form of a written addendum to the specification issued by the Institution/Sponsor and mailed to each interested vendor of record.

D. Proposal Submission

1. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. Return this RFP document with all attachments filled out as required and signed, along with the following items:

- a. Letter of Transmittal

The Letter of Transmittal is to include:

- (1) An introduction of the vendor.
- (2) The name, address, and telephone number of the person to be contacted, along with others authorized to represent the vendor in dealing with the RFP.

- b. Executive Summary

Provide an Executive Summary which:

- (1) Briefly describes the vendor's approach to the proposal.
- (2) Indicates any major requirements that cannot be met by the vendor.
- (3) Highlights the major features of the proposal and identifies any supporting information considered pertinent.

In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Executive Summary.

c. Detailed discussion

This section should constitute the major portion of the proposal and must contain at least the following information:

(1) Service's Capability/Plan

- (a) Submit in writing definite goals/specific recommendations for improved current operations to include estimated increases in participation and any changes to personnel and equipment.
- (b) Vendor shall submit with its proposal a transition plan which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.

(2) Experience References

- (a) Describe the vendor's experience as managers and consultants of food service operations in general.
- (b) *If applicable*, include a list of any similar operations and locations where the vendor is operating food service programs. Include the number of meals served daily. List name and phone number of five references of the client administrator capable of commenting on the vendor's performance, as well as the annual budget for each location.
- (c) Include a list of any locations that have not renewed their contracts with respondent within the past three years and contact names/phone numbers.

(3) Financial Condition/Stability, Business Practices

Provide data to indicate the financial condition of the company. Audited financial statement for the last two years and management fee history for the last five comparable clients or equivalent financial documentation if a new company (if in business one year or less) must be included with the proposal.

(4) Accounting and Reporting Systems

Describe complete accounting procedures the vendor would use for:

- (a) Inventory control
- (b) Internal audit systems
- (c) All regular accounting forms used with detailed explanations of their importance
- (d) Data collection for purposes of evaluating the effectiveness of new and current programs

2. In accordance with Title 7 CFR 226, the Institution/Sponsors will or will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences.
3. The Institution/Sponsors reserves the right to reject any or all proposals, if deemed in the best interest the Institution/Sponsor.
4. For consideration, each Vendor must submit a complete response to this solicitation using the forms provided.

5. The Institution/Sponsor will award the contract to the most qualified and responsible vendor whose proposal is responsive to this solicitation. A responsible vendor is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
6. *One original and 2 copies of the sealed proposals are to be submitted to:
Tyler Griffin, Strategic Sourcing Manager
tgriffin@rfbo.org or [RFP Submission Link](#) (preferred)
3355 S. Purdue, OKC, OK 73179

Public opening of proposals will be on April 29, 2024 (date) at 10:00am (time). Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked with the proposal name, name and address of the vendor, and opening data and time. Return of the complete document is required. (See Addendum)

- a. Bidders are expected to examine carefully the specifications, schedules, attachments, terms, and conditions of this RFP. Failure to do so shall be at the bidder's risk.
- b. Proposals shall be executed and submitted in triplicate. If accepted, this RFP will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked original shall be governing should there be a variance between that copy of the proposal and other copies submitted by the bidder. No change in the specifications or general conditions are allowed. Erasures on this proposal shall be initialed by the bidder prior to submission.
- c. A copy of a current state or local health certificate for the food preparation facilities shall be submitted with the proposal.

Note: Failure to comply with any of the above shall be reason for rejection of the proposal.

7. Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the Vendor's own risk and cannot secure relief on the plea of error. The Institution/Sponsor is not liable for any cost incurred prior to approval of the State agency and the execution of the contract. Paying the vendor from CACFP/SFSP funds is prohibited until the contract is signed by both parties and final approval is provided by the State agency.

If additional information is required, please contact:

Institution/Sponsor Contact Name: Tyler Griffin, Strategic Sourcing Manager
Phone Number: 405-600-3143 Email: tgriffin@rfbo.org

State agency CACFP Contact: Kassi Reddell, 405-522-3291, Kassandra.Reddell@sde.ok.gov

State agency SFSP Contact: Dee Houston, 405-522-4943, Dee.Houston@sde.ok.gov

E. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the Request for Proposal specifications, etc., must be requested in writing prior to opening and with sufficient time allowed for a reply to reach all bidders before opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an RFP shall be furnished to all prospective bidders as an amendment to the RFP if such information is necessary to bidders in submitting proposals on the RFP or if the lack of such information would be prejudicial to uninformed bidders. (See Addendum)

F. Acknowledgment of Amendments to RFPs

Receipt of an amendment to an RFP by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for opening. (See Addendum)

G. Bidders Having Interest in More Than One Proposal

If more than one proposal is submitted by any one person—in the name of a clerk, partner, or other person—all such proposals shall be rejected.

H. Time for Receiving Proposals

Sealed proposals shall be deposited at the address specified on the RFP of the institution/sponsor no later than the exact time and date indicated in this RFP. Proposals received prior to the time of opening will be securely kept unopened.

I. Errors in Proposals

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

J. Late Proposals, Modification of Proposals, or Withdrawal of Proposals

1. Any proposal received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail no later than the fifth calendar day prior to the date specified for the receipt of proposals. For example, a proposal submitted in response to an RFP requiring receipt of proposals by the twentieth of the month must have been mailed by the fifteenth or earlier.
2. Any modification or withdrawal of proposal is subject to the same conditions as above. A proposal may also be withdrawn in person by a bidder or his or her authorized representative, provided his or her identity is made known, and he or she signs a receipt for the proposal. The withdrawal must be made prior to the exact time set for receipt of proposals.
3. The only acceptable evidence to establish the date of mailing of a late proposal, modifications, or withdrawal sent either by registered or certified mail is the United States Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the proposal, modifications, or withdrawal shall be deemed to have been mailed late. (The term *postmark* means a printed, stamped, or otherwise placed impression that is readily identifiable without further notice as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.) Notwithstanding the above, a late modification of an otherwise successful proposal which makes its terms more favorable to the institution/sponsor will

be considered at any time it is received and may be accepted. (See Addendum)

K. *Award of Contract

1. The contract will be awarded to that responsive and responsible bidder whose proposal will be most advantageous to the institution/sponsor, with price and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Award Criteria:

Proposals will be evaluated by a committee against the following criteria with assigned weights in the following categories. Each area of the award criteria must be addressed in detail in the proposal. *(NOTE: Price is the primary factor in the award of a contract when using competitive proposals. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. Reference 2 CFR 200.320[d][4].)*

Note: You do not have to list points for every criterion listed below. You must have the highest points for price. The institution/sponsor can mark out criteria and create your own.

Evaluation Criteria	Scoring Weight
Cost	30%
Service Capability	20%
Financial Conditions/Stability, Business Practices	10%
Accounting and Reporting Systems	10%
Experience and References	10%
Geographic Preference	0%
Food Quality	20%
Total Points Possible	100

2. The institution/sponsor reserves the right to reject any or all proposals when there are sound, documented business reasons in the best interest of the program and to waive informalities and minor irregularities in proposals received.
3. The institution/sponsor reserves the right to reject the proposal of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or the proposal of a bidder which investigation shows is not in a position to perform the contract.
4. The complete contract includes all documents in the RFP, and all documents submitted by the vendor that have been mutually agreed upon by both parties (i.e., worksheets, attachments, and etc.). **Once signed by both parties, submit signed contract to the State agency within 10 calendar days.**

* Institution/Sponsor shall provide and insert the information in the sections/areas noted.

STANDARD TERMS AND CONDITIONS

A. *Scope and Purpose

1. Duration of Contract:

This contract shall be for a period of up to one year, beginning on May 15, 2024 and ending May 14, 2025.

The effective date may not occur prior to the date on which the contract is signed

2. Contract may be renewed for 4 renewal periods/years with mutual agreement between the Institution/Sponsor and vendor. (May not exceed four years)

3. Meals are to be prepared and SERVED See Addendum days a week, as specified in Schedule A.

4. Contractor agrees to deliver meals either inclusive or exclusive of milk (select below) to the facility(ies) listed in Schedule A, attached hereto and made a part thereof, subject to the terms and conditions of this solicitation.

Meals include milk Meals do NOT include milk

5. All meals furnished must meet or exceed USDA requirements. Check applicable Schedule to be used:

Schedule C-1, Child Meal Pattern, attached hereto and made a part hereof will be used.

Schedule C-2, Infant Meal Pattern, attached hereto and made a part hereof will be used.

Schedule C-3, Adult Meal Pattern, attached hereto and made a part hereof will be used.

Schedule C-4, Summer Food Service Program Meal Patterns, attached hereto and made a part hereof will be used.

6. All breakfast, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State agency determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the State agency may require unitization, with or without milk, of all breakfast, lunches, and suppers only if the State agency has evidence in which indicates that this requirement is necessary to ensure compliance with 7 CFR 226.20 and 7 CFR 225.

7. The vendor shall operate in accordance with current Program regulations.

8. Requirements Contract:

- a. This is a requirements contract for the services specified in the schedule and for the period set forth therein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the institution/sponsor's requirements for services set forth in the schedule do not result in orders in the amounts or quantities described as estimated in the schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.

- b. The institution/sponsor shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.
 - c. The institution/sponsor may issue orders which provide for delivery to or performance at multiple destinations.
 - d. The institution/sponsor shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the schedule will be dependent upon the needs and requirements of the institution/sponsor.
9. **Pricing** shall be on the menus described in Schedule B. The price must include price of food, milk (if applicable), packaging, transportation, and all other related costs (e.g., condiments, utensils).
10. The **unit prices** of each meal type which the contractor agrees to furnish shall be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes, but any charges or taxes which are required to be paid under future laws must be paid by the contractor at no additional charge to the institution/sponsor.

11. Unit Price Schedule:

Prices shall be based on the following meal types, meeting the contract specifications set forth in Schedule C for meals to be delivered to the facility(ies) stated in Schedule A.

Meal Type	Contracted Price	Estimated number of meals per day	Estimated number of meals for contract period
Child Breakfast		2050	112,400
Child Lunch		2300	126,200
Child Supper			
Child Snack		2200	121,400
Adult Breakfast			
Adult Lunch			
Adult Supper			
Adult Snack			

12. Price Adjustments: (choose one)

- *The prices submitted by proposal in response to this original solicitation will not change.
- Based on the March – Food Away from Home Consumer Price Index (CPI) prices will increase or decrease.

13. *Meal Orders:

The Institution/Sponsor will order meals on Monday (insert day) of the week preceding the week of delivery.

The institution/sponsor reserves the right to increase or decrease the number of meals ordered on a 48 (list number) hour notice or less if mutually agreed upon between the parties to this contract.

14. Cycle Menu Change Procedure:

Delivered meals shall be delivered on a daily basis in accordance with the cycle menu which appears in Schedule B. Deviation from this cycle menu shall be permitted only upon authorization of the institution/sponsor. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he or she shall notify the institution/sponsor immediately so substitutions can be agreed upon. The institution/sponsor reserves the right to suggest menu changes within the Vendor's food cost periodically throughout the contract period.

15. Noncompliance:

The institution/sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with specifications. The institution/sponsor reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor shall be responsible for any excess cost but will receive no adjustment in the event the meals are procured at a lower cost. The facility inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection, such as spoiled or unwholesome.

16. Specifications:

a. Packaging:

- (1) Hot-Meal Unit packaging suitable for maintaining meals must be in accordance with local health standards. Container and overlay should have an airtight closure, be of nontoxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.
- (2) The Cold-Meal Unit or Unnecessary-to-Heat container and overlay must be plastic or paper and nontoxic.
- (3) Cartons—Each carton shall be labeled. The label shall include:
 - (a) Processor's name and address (physical location)
 - (b) Item identity, meal type
 - (c) Date of production
 - (d) Quantity of individual units per carton
- (4) Meals shall be delivered with the following nonfood items: condiments, straws for milk, napkins, single-serve cutlery, etc. Facility shall insert nonfood items that are necessary for the meal to be eaten.

b. Food Preparation:

* Institution/Sponsor shall provide and insert the information in the sections/areas noted.

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. (See Addendum)

c. Food Specifications:

- (1) Contractor shall follow the cycle menu included on Schedule B and shall include, at a minimum, the portions specified by USDA for each meal, which are included in Schedule C.
- (2) All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA-approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.
- (3) Product Specifications: Milk and milk products are defined as “. . . fluid types of pasteurized flavored or unflavored whole milk or low-fat milk, skim milk, or cultured buttermilk which meet state and local standards for such milk”. Milk delivered hereunder shall conform to these specifications.

17. Delivery Requirements:

- a. Delivery shall be made with the contractor to the facility in accordance with the order from the facility.
- b. Meals shall be delivered daily, unloaded, and placed in the facility by the contractor’s personnel at the location and time listed in Schedule A. (See Addendum)
- c. Meals will be served at the time(s) indicated. (Check the applicable meal[s] and indicate time of service.)

- | | | | |
|--------------------------|------------|-------|-------|
| <input type="checkbox"/> | Breakfast | _____ | am |
| <input type="checkbox"/> | AM Snack | _____ | am |
| <input type="checkbox"/> | Lunch | _____ | am/pm |
| <input type="checkbox"/> | PM Snack | _____ | pm |
| <input type="checkbox"/> | Supper | _____ | pm |
| <input type="checkbox"/> | Late Snack | _____ | pm |

d. Meals will be furnished in the following manner:

- Meals will be available for pick up by institution/sponsor personnel
- Meals will be delivered to the facility by vendor personnel.
- Food will be portioned in bulk containers.
- Vendor will provide portioning utensils.
- Vendor will not provide portioning utensils.
- Food will be portioned in individual serving containers.

e. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.

f. Number of meals and delivery times:

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

18. Supervision and Inspection:

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging in addition to the quality of products.

19. Recordkeeping Requirements:

- a. Delivery tickets must be prepared by the contractor, at a minimum, in duplicate: one for the contractor and one for the facility. Delivery tickets must be itemized to show the number of meals of each type delivered to the facility. Other information shall include complete menu and food items, quantities delivered, number of meals ordered/delivered, crediting information (Child Nutrition [CN] label or product analysis statement), recipe portioning information, as indicated in Schedule D. Designees of the facility will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the facility only if signed by the facility's designee.
- b. The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments and claims.
- c. The books and records of the food service management company pertaining to the institution's food service operation shall be available for inspection and audit by the representatives of the State Agency, of the Department, and of the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved;
- d. The vendor shall maintain such records (supported by invoices, receipts or other evidence) as the institution will need to meet its responsibilities under this part and shall promptly submit invoices and delivery reports to the institution no less frequently than monthly.
- e. For renewal contracts, records of the initial procurement must be maintained for a three-year period or throughout the term of the contract, whichever is longer.

20. Method of Payment:

- a. The contractor shall submit an itemized invoice to each facility * __ monthly__ (insert interval i.e. weekly, monthly). Each invoice shall give a detailed breakdown of the number of meals delivered during the month. Payment will be made at the unit price specified in the contract. (See Addendum)
- b. No payment shall be made unless the required delivery receipts have been signed by the facility representative.
- c. The food service management company shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract.

21. Inspection of vendor establishment:

- a. The institution/sponsor, the State agency, and USDA reserve the right to inspect the contractor's preparation establishment prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- b. The contractor's establishment shall be subject to periodic inspections by USDA, state and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.
- c. The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

22. Availability of funds:

- a. The institution/sponsor shall have the option to cancel this contract if the federal government withdraws funds to support the CACFP or SFSP.
- b. It is further understood that in the event of cancellation of the contract, the institution/sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

23. Emergencies:

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the facility by telephone or email of the following:

- a. The impossibility of on-time delivery.
- b. The circumstances precluding delivery.
- c. A statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than 15 minutes after specified mealtime.
- d. Emergency circumstances at the site precluding utilization of meals are the concern of the facility. The facility may cancel orders provided it gives the contractor at least 48 hours notice.
- e. Adjustments for emergency situations affecting the contractor's ability to deliver meals or the facility's ability to utilize meals for periods longer than 24 hours will be mutually worked out between the contractor and the facility.

24. Termination:

- a. The institution/sponsor or the vendor may terminate this contract for cause by giving 60 calendar days written notice.
- b. At any time, because of circumstances beyond the control of the institution/sponsor as well as the vendor, the vendor or the institution/sponsor may terminate the contract by giving days written notice to the other party. (The institution/sponsor must determine the number of days. The maximum number of calendar days must not exceed 60, per 7 CFR 210.16[d].) Notify the State agency immediately if contract is terminated by either party.
- c. Neither the vendor nor the institution/sponsor shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts

of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the vendor or the institution/sponsor, respectively, and which, by the exercise of due diligence, it was unable to prevent.

- d. The rights and remedies of the institution/sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

25. Nondiscrimination:

Both the institution/sponsor and the vendor agree that no child who participates in the CACFP or SFSP will be discriminated against on-the-basis of race, color, national origin, age, sex (including gender identity and sexual orientation), or disability.

26. Emergency Closing:

- a. The institution/sponsor shall notify the vendor of any interruption in utility service of which it has knowledge.
- b. The institution/sponsor shall notify the vendor of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

27. Subcontracts and assignments:

The contractor shall not subcontract with only one company for the total meal, with or without milk, or for the assembly of the meal and shall not assign, without the advance written consent of the institution/sponsor, this contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the institution/sponsor as principal for the performance of all obligations under this contract.

GENERAL PROVISIONS

A. Equal Opportunity

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

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. The contractor will take affirmative action to ensure that applicants are employed and treated during employment without regard to their race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.
3. The contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice (to be provided by the agency Contracting Officer) advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in the aforementioned orders or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (6) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

B. Clean Air and Water

Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the nonfederal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

D. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

E. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work

week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- G. Rights to Inventions Made Under a Contract or Agreement**—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 by the awarding agency.
- H. Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- I. Debarment and Suspension** (E.O.s 12549 and 12689)—All parties doing business with the Department of Agriculture should consult the Department's regulations for debarment and suspension found at 7 CFR 3017. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Name of Institution/Sponsor Regional Food Bank of Oklahoma, Inc.	Name of Vendor
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1. By submission of this proposal, the bidder certifies and in the case of a joint proposal, each party thereto certifies as to its own organizations, that in connection with this Request for Proposal:
 - a. The prices in this proposal have been arrived at independently—without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.
 - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor.
 - c. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing this proposal certifies that:
 - a. He or she is the person in the bidding organization responsible for the decision as to the prices being offered herein and that he or she has not participated and will not participate in any action contrary to (1) (A) through (1) (C) above; or
 - b. He or she is not the person in the bidding 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 (1) (A) through (1) (C) above, and as the bidding organization’s agent, does hereby so certify that he or she has not participated and will not participate in any action contrary to (1) (A) through (1) (C) above.

Print Name of Vendor Authorized Representative	Title
Signature of Vendor Authorized Representative	Date

In accepting this proposal, the institution/sponsor certifies that the institution/sponsor’s officers, employees, or agents have not taken any action which may have jeopardized the independence of the proposal referred to above.

Print Name of Institution/Sponsor Authorized Representative	Title
Signature of Institution/Sponsor Authorized Representative	Date

Note: Institution/Sponsor and Vendor shall execute this Certificate of Independent Price Determination

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

CERTIFICATION OF STANDARDS OF CONDUCT

According to CACFP regulation in 7 CFR Section 226.22 (d) and 2 CFR Part 200.318, institutions must maintain a written code of standards of conduct.

- A. The written code of standards of conduct shall govern the actions of all the representatives in the award and administration of contracts supported by Program payments.
- B. No representative of the Contracting Institution/Sponsor or Vendor can participate in the selection, award or administration of this contract, which is supported by Federal funds, if and when a conflict of interest (real or apparent) is involved.
- C. A conflict would occur when:
 - 1. The employee, officer or agent;
 - 2. Any member of his/her immediate family;
 - 3. His or her partner; or
 - 4. An organization, which employs or will employ any of the above, has financial or other interest in the bidder that has been selected.
- C. The Contracting Institution/Sponsor’s representatives can and will not solicit nor accept gratuities, favors or any monetary incentive from Contractors, possible Contractors or parties to subagreements.

Print Name of Vendor Authorized Representative	Title
Signature of Vendor Authorized Representative	Date

Print Name of Institution/Sponsor Authorized Representative	Title
Signature of Institution/Sponsor Authorized Representative	Date

SCHEDULE A: FACILITY/SITE INFORMATION LIST

Facility/Site Information	Meal Types	Average Meals/Day	Delivery Time	Begin Date	End Date	Total days of operation
Facility/Site Name: Regional Food Bank of Oklahoma – Rural Grab & Go	Breakfast	<input checked="" type="checkbox"/> 2000	See Addendum			55
Contact Person: Rayni Lane	AM Snack					
Address, City: Various Locations (See Addendum)	Lunch	<input checked="" type="checkbox"/> 2000	See Addendum			55
Phone Number: 405-972-1111	PM Snack	<input checked="" type="checkbox"/> 2000	See Addendum			55
Email Address: rlane@rfbo.org	Supper					
Indicate which program(s) facility/site operates: <input checked="" type="checkbox"/> CACFP <input checked="" type="checkbox"/> SFSP	Late Snack					
Bidder initials to affirm that delivery can be made as requested based on the information provided above for this facility/site						
Facility/Site Information	Meal Types	Average Meals/Day	Delivery Time	Begin Date	End Date	Total days of operation
Facility/Site Name: Regional Food Bank of Oklahoma – Urban	Breakfast	<input checked="" type="checkbox"/> 50	See Addendum			55
Contact Person: Rayni Lane	AM Snack					
Address, City: 3355 S Purdue, Oklahoma City, OK 73179	Lunch	<input checked="" type="checkbox"/> 295	See Addendum			55
Phone Number: 405-972-1111	PM Snack	<input checked="" type="checkbox"/> 210	See Addendum			55
Email Address: rlane@rfbo.org	Supper					
Indicate which program(s) facility/site operates: <input checked="" type="checkbox"/> CACFP <input checked="" type="checkbox"/> SFSP	Late Snack					
Bidder initials to affirm that delivery can be made as requested based on the information provided above for this facility/site						

* Institution/Sponsor shall provide and insert the information in the sections/areas noted.

SCHEDULE B: CYCLE MENU

Facility shall attach a cycle menu for each site under the CACFP/SFSP. Must include a 5-day cycle for each meal being provided (breakfast, lunch, supper, or snack). *Menu changes must be approved by the facility and FSMC/VENDOR prior to menus being changed.*

	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast	Breakfast bar 1.3oz Apple sauce 4oz Milk 8oz	Cereal 1oz 100% fruit juice 4oz Milk 8oz	Granola 1oz 100% fruit juice 4oz Milk 8oz	Cereal 1oz Apple sauce 4oz Milk 8oz	Breakfast bar 1.3oz 100% fruit juice 4oz Milk 8oz
Lunch	Veggie cup 4oz Fruit puree 2oz Canned meat 2oz Cheesy crackers 1oz Milk 8oz	Veggie cup 4oz Fruit puree 2oz Peanut butter cup 2oz Pretzels 1oz Milk 8oz	Veggie cup 4oz Fruit puree 2oz Hummus cup 2oz Wheat crackers 1oz Milk 8oz	Veggie cup 4oz Fruit puree 2oz Canned meat 2oz Cheesy crackers 1oz Milk 8oz	Veggie cup 4oz Fruit puree 2oz Peanut butter cup 2oz Pretzels 1oz Milk 8oz
PM Snack	Wheat crackers 1oz Meat sticks 1oz	Graham crackers 1oz Apple sauce 4oz	Meat sticks 1oz Apple sauce 4oz	Wheat crackers 1oz Meat sticks 1oz	Graham crackers 1oz Apple sauce 4oz

CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (At-Risk After-School Programs and Emergency Shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, Fruits, or Portions of Both⁴	1/4 cup	1/2 cup	1/2 cup	1/2 cup
Grains (oz eq)^{5, 6, 7}				
Whole grain-rich or enriched bread	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 oz eq	1/2oz eq	1 oz eq	1 oz eq
Whole grain-rich, enriched, or fortified, cooked breakfast cereal ⁸ , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup
Whole grain-rich, enriched, or fortified ready-to-eat breakfast cereal (dry, cold) ^{8, 9}				
Flakes or rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	3/4 cup	1 1/4 cups	1 1/4 cups
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup

- ¹ Must serve all three components for a reimbursable meal. Offer versus Serve (OvS) is an option for At-Risk After-School participants.
- ² Larger portion sizes than specified may need to be served to children aged 13 through 18 to meet their nutritional needs.
- ³ Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1%) or unflavored fat-free (skim) milk for children aged two through five. Must be unflavored lowfat (1%), unflavored fat-free (skim), or flavored fat-free (skim) milk for children aged six and older.
- ⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the Grains requirement.
- ⁶ Meat and Meat Alternates may be used to meet the entire Grains requirement a maximum of three times a week. One ounce of Meat and Meat Alternates is equal to one ounce equivalent (oz eq) of Grains.
- ⁷ Beginning October 1, 2021, ounce equivalents are used to determine the quantity of creditable grains.
- ⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).
- ⁹ Until October 1, 2021, the minimum serving size for any type of ready-to-eat breakfast cereal is 1/4 cup for children aged 1-2; 1/3 cup for children aged 3-5; and 3/4 cup for children aged 6-12.

CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (At-Risk After-School Programs and Emergency Shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/Meat Alternates				
Lean meat, poultry, or fish	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Cheese	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Large egg	1/2	3/4	1	1
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup
Peanut butter or soy nut butter or other nut or seed butters	2 Tbsp	3 Tbsp	4 Tbsp	4 Tbsp
Yogurt, plain or flavored, unsweetened or sweetened ⁵	4 ounces or 1/2 cup	6 ounces or 3/4 cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50 percent of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in Program guidance, or an equivalent quantity of any combination of the above Meat/Meat Alternates (1 oz of nuts/seeds = 1 oz of cooked, lean meat, poultry, or fish)	1/2 ounce = 50%	3/4 ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	1/8 cup	1/4 cup	1/2 cup	1/2 cup
Fruits^{6, 7}	1/8 cup	1/4 cup	1/4 cup	1/4 cup
Grains (oz eq)^{8, 9}				
Whole grain-rich or enriched bread	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup

- ¹ Must serve all five components for a reimbursable meal. Offer versus Serve (OvS) is an option for At-Risk After-School participants.
- ² Larger portion sizes than specified may need to be served to children aged 13 through 18 to meet their nutritional needs.
- ³ Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1%) or unflavored fat-free (skim) milk for children aged two through five. Must be unflavored lowfat (1%), unflavored fat-free (skim), or flavored fat-free (skim) milk for children aged six and older.
- ⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.
- ⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- ⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.
- ⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the Grains requirement.
- ⁹ Beginning October 1, 2021, ounce equivalents are used to determine the quantity of the creditable grain.
- ¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams of sugars per 100 grams of dry cereal).

CHILD MEAL PATTERN

Snack (Select two of the five components for a reimbursable snack)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (At-Risk After-School Programs and Emergency Shelters)
Fluid Milk³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/Meat Alternates				
Lean meat, poultry, or fish	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Cheese	1/2 ounce	1/2 ounce	1 ounce	1 ounce
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 or soy nut butter or other nut or seed butters	1 Tbsp	1 Tbsp	2 Tbsp	2 Tbsp
Yogurt, plain or flavored, unsweetened or sweetened ⁵	2 ounces or 1/4 cup	2 ounces or 1/4 cup	4 ounces or 1/2 cup	4 ounces or 1/2 cup
Peanuts, soy nuts, tree nuts, or seeds	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Vegetables⁶	1/2 cup	1/2 cup	3/4 cup	3/4 cup
Fruits⁶	1/2 cup	1/2 cup	3/4 cup	3/4 cup
Grains (oz eq)^{7, 8}				
Whole grain-rich or enriched bread	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup
Whole grain-rich, enriched, or fortified ready-to-eat breakfast cereal (dry, cold) ^{9, 10}				
Flakes or rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	3/4 cup	1 1/4 cups	1 1/4 cups
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup

- ¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.
- ² Larger portion sizes than specified may need to be served to children aged 13 through 18 to meet their nutritional needs.
- ³ Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1%) or unflavored fat-free (skim) milk for children aged two through five. Must be unflavored lowfat (1%), unflavored fat-free (skim), or flavored fat-free (skim) milk for children aged six and older.
- ⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.
- ⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- ⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁷ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the Grains requirement.
- ⁸ Beginning October 1, 2021, ounce equivalents are used to determine the quantity of the creditable grain.
- ⁹ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).
- ¹⁰ Until October 1, 2021, the minimum serving size for any type of ready-to-eat breakfast cereal is 1/4 cup for children aged 1-2; 1/3 cup for children aged 3-5; and 3/4 cup for children aged 6-12.

SCHEDULE C-2

**CHILD AND ADULT CARE FOOD PROGRAM
INFANT MEAL PATTERN**

BREAKFAST	
Birth Through 5 Months	6 Through 11 Months
4-6 fluid ounces (fl oz) breast milk ¹ or formula ²	6-8 fl oz breast milk ¹ or formula ² and 0-4 tablespoons (Tbsp) infant cereal ^{2,3} meat fish poultry whole egg cooked dry beans or cooked dry peas or 0-2 oz of cheese or 0-4 oz (volume) of cottage cheese or 0-4 oz or 1/2 cup of yogurt ⁴ or a combination of the above ⁵ and 0-2 Tbsp vegetable or fruit or a combination of both ^{5,6}

¹ Breast milk or formula, or portions of both, must be served; however, it is recommended that breast milk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains.

⁴ Yogurt must contain no more than 23 grams of total sugars per six ounces.

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

CHILD AND ADULT CARE FOOD PROGRAM INFANT MEAL PATTERN

LUNCH AND SUPPER	
Birth Through 5 Months	6 Through 11 Months
4-6 fluid ounces (fl oz) breast milk ¹ or formula ²	6-8 fl oz breast milk ¹ or formula ² and 0-4 tablespoons (Tbsp) infant cereal ^{2,3} meat fish poultry whole egg cooked dry beans or cooked dry peas or 0-2 oz of cheese or 0-4 oz (volume) of cottage cheese or 0-4 oz or 1/2 cup of yogurt ⁴ or a combination of the above ⁵ and 0-2 Tbsp vegetable or fruit or a combination of both ^{5,6}

¹ Breast milk or formula, or portions of both, must be served; however, it is recommended that breast milk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains.

⁴ Yogurt must contain no more than 23 grams of total sugars per six ounces.

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

CHILD AND ADULT CARE FOOD PROGRAM INFANT MEAL PATTERN

SNACK	
Birth Through 5 Months	6 Through 11 Months
4-6 fluid ounces (fl oz) breast milk ¹ or formula ²	2-4 fl oz breast milk ¹ or formula ² and 0-1/2 slice bread ^{3,4} or 0-2 crackers ^{3,4} or 0-4 tablespoons (Tbsp) infant cereal ^{2,3,4} , or ready-to-eat breakfast cereal ^{3,4,5,6} and 0-2 Tbsp vegetable or fruit or a combination of both ^{6,7}

- ¹ Breast milk or formula, or portions of both, must be served; however, it is recommended that breast milk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered at a later time if the infant will consume more.
- ² Infant formula and dry infant cereal must be iron-fortified.
- ³ Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains.
- ⁴ A serving of grains must be whole grain-rich, enriched meal, or enriched flour.
- ⁵ Breakfast cereals must contain no more than six grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).
- ⁶ A serving of this component is required when the infant is developmentally ready to accept it.
- ⁷ Fruit and vegetable juices must not be served
- ⁸ Only reimbursable at snack: bread, crackers, ready-to-eat cereal

SCHEDULE C-3

ADULT MEAL PATTERN

Breakfast	
Food Components and Food Items ¹	Minimum Quantities
Fluid Milk²	8 fluid ounces
Vegetables, fruits, or portions of both³	1/2 cup
Grains (oz eq)^{4,5,6}	
Whole grain-rich or enriched bread	2 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	2 oz eq
Whole grain-rich, enriched, or fortified cooked breakfast cereal ⁷ , cereal grain, and/or pasta	1 cup
Whole grain-rich, enriched, or fortified ready-to-eat breakfast cereal (dry, cold) ^{7,8}	
Flakes or rounds	2 cups
Puffed cereal	2 1/2 cups
Granola	1/2 cup

- ¹ Must serve three components for a reimbursable meal. Offer versus Serve (OvS) is an option for adult participants.
- ² Must be unflavored lowfat (1 percent), unflavored fat-free (skim), flavored fat-free (skim), or lowfat (1 percent) milk. Six ounces (weight) or 3/4 cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.
- ³ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁴ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.
- ⁵ Meat and meat requirements may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.
- ⁶ Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains.
- ⁷ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal).
- ⁸ Until October 1, 2021, the minimum serving size for any type of ready-to-eat breakfast cereals is 1 1/2 cups for adults.

ADULT MEAL PATTERN

Lunch/Supper	
Food Components and Food Items ¹	Minimum Quantities
Fluid Milk^{2,3}	8 fluid ounces
Meat/Meat Alternates	
Lean meat, poultry, or fish	2 ounces
Tofu, soy product, or alternate protein product ⁴	2 ounces
Cheese	2 ounces
Large egg	1
Cooked dry beans or peas	1/2 cup
Peanut butter or soy nut butter or another nut or seed butter	4 Tbsp
Yogurt, plain or flavored, sweetened or unsweetened ⁵	8 ounces or 1 cup
The following may be used to meet no more than 50 percent of the requirement: Peanuts, soy nuts, tree nuts, or seeds as listed in Program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounce of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	1 ounce = 50 percent
Vegetables⁶	1/2 cup
Fruits^{6,7}	1/2 cup
Grains (oz eq)^{8,9}	
Whole grain-rich or enriched bread	2 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	2 oz eq
Whole grain-rich, enriched, or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	1 cup

¹ Must serve all five components for a reimbursable meal if not doing Offer versus Serve (OvS) .

² Must be unflavored lowfat (1 percent), unflavored fat-free (skim), flavored fat-free (skim), or lowfat (1 percent) milk. Six ounces (weight) or 3/4 cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

³ A serving of fluid milk is optional for suppers served to adult participants.

⁴ Alternate protein products must meet the requirements.

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

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

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

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.

⁹ Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains.

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

ADULT MEAL PATTERN

Snack (Select two of the five components for a reimbursable meal)	
Food Components and Food Items¹	Minimum Quantities
Fluid Milk²	8 fluid ounces
Meat/Meat Alternates	
Lean meat, poultry, or fish	1 ounce
Tofu, soy product, or alternate protein product ³	1 ounce
Cheese	1 ounce
Large egg	1/2
Cooked dry beans or peas	1/4 cup
Peanut butter or soy nut butter or another nut or seed butter	2 Tbsp
Yogurt, plain or flavored, sweetened or unsweetened ⁴	4 ounces or 1/2 cup
Peanuts, soy nuts, tree nuts, or seeds	1 ounce
Vegetables⁵	1/2 cup
Fruits⁵	1/2 cup
Grains (oz eq)^{6,7}	
Whole grain-rich or enriched bread	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1 oz eq
Whole grain-rich, enriched, or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	1/2 cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}	
Flakes or rounds	1 cup
Puffed cereal	1 1/4 cups
Granola	1/4 cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Must be unflavored lowfat (1 percent), unflavored fat-free (skim), flavored fat-free (skim) milk. or lowfat (1 percent) milk. Six ounces (weight) or 3/4 cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

³ Alternate protein products must meet the requirements.

⁴ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁵ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁶ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.

⁷ Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains. Grain-based desserts do not count toward meeting the grains requirement.

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

⁹ Until October 1, 2021, the minimum serving size for any type of ready-to-eat breakfast cereals is 1 1/2 cups for adults.

SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS

Breakfast Meal Pattern Select All three Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice ¹ , and/or vegetable
1 grains/bread ²	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains

¹ Fruit or vegetable juice must be full-strength.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

Lunch or Supper Meal Pattern Select All Four Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice ¹ , fruit and/or vegetable
1 grains/bread ²	1 slice 1 serving 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	2 oz. 2 oz. 2 oz. 1 large 1/2 cup 4 Tbsp. 1 oz. 8 oz.	lean meat or poultry or fish ³ or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds ⁴ or yogurt ⁵

¹ Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.

⁵ Yogurt may be plain or flavored, unsweetened or sweetened.

Snack (Supplement) Meal Pattern
Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup	fluid milk
¹ fruit/vegetable	3/4 cup	juice ¹ , fruit and/or vegetable
1 grains/bread ²	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	1 oz. 1 oz. 1 oz. 1/2 large 1/4 cup 2 Tbsp. 1 oz. 4 oz.	lean meat or poultry or fish ³ or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds or yogurt ⁴

¹ Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Yogurt may be plain or flavored, unsweetened or sweetened.

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, Title 2 CFR, §180, as adopted and modified by USDA regulation at 2 CFR §417, Responsibilities of Participants Regarding Transactions.

Before completing certification, read instructions on reverse.

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

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION

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

SCHEDULE F

LOBBYING CERTIFICATION

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 \$150,000 for each such failure.

The undersigned certifies to the best of his/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 subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES

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. §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 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 (OMB) 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 first tier. Subawards 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; Request for proposal (RFP) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 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 name of the individual performing services, and include full address if different from 10a. 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 item. Check all items 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. 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 dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the **federal officials or employees contacted** or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are attached.
16. The certifying official shall sign and date the form, print his or her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching 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 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.

CONTRACT

A copy of this contract must be submitted to the State agency for each institution/sponsor that contracts meals.

_____ and _____
Institution/Sponsor Vendor

enter into this contract for the vendor to provide meals to the specified facility(ies) participating in the program(s), indicated below, associated with the institution/sponsor.

CACFP SFSP

Commencement Date: _____ Expiration Date: _____

Institution/Sponsor Information		
Agreement number and Name	Phone Number	
Address		
City	State	Zip
Authorized Representative (Print Name)		Title

Proposing Vendor Information		
Name	Phone Number	
Address		
City	State	Zip
Authorized Representative (Print Name)		Title

This contract for the furnishing of meals (unitized, if applicable) to be served to participants in the Child and Adult Care Food Program (CACFP) or Summer Food Service Program (SFSP) established by the United States Department of Agriculture (USDA) (7 CFR Part 226 and 225) has set forth the terms and conditions applicable for the facility named in this contract to receive reimbursable meals. By signing this contract, the food service management company/vendor certifies that it shall operate in accordance with all applicable current program regulations.

Institution/Sponsor Authorized Representative Signature _____
Date

Vendor Authorized Representative Signature _____
Date

*Contract must be signed **PRIOR** to commencement date of services.

* Institution/Sponsor shall provide and insert the information in the sections/areas noted.

Addendum

General Information

Section D6. – Multiple copies are only required when hardcopies will be sent via mail. Single, electronic submissions are preferred and they must be in a secure file format such as a PDF.

Section E. – Explanation requests must be sent via email to the Institution/Sponsor point of contact provided in section D7.

Section F. – Any amendments to the RFP will be sent via email and must be acknowledged by the bidder in the same manner.

Section J3. – Electronic submissions will be automatically time stamped by the email server or Smartsheet application. This will serve as evidence of the time and date of receipt for the purposes of determining timely submission.

Standard Terms and Conditions

Section A3. – Meals will be delivered weekly or bi-weekly according to addendum to Schedule A below.

Section A16b. – Shelf-stable foods do not need to be prepared less than 24 hours prior to delivery, however, they must not be short-dated.

Section A17b. – Meals will be delivered weekly or bi-weekly and unloaded and placed in the facility by the contractor's personnel at the location and time according to the addendum to Schedule A below.

Section A20a. – Itemized invoices are to be delivered to the institution/sponsor rather than each facility and will be paid at NET30 terms.

Schedule A

For Various Locations-Rural Grab & Go

The first five (5) deliveries should be packaged with two (2) weeks' worth of each meal type in each kit (10 breakfasts, 10 lunches, 10 afternoon snacks). The final delivery should be packaged with 1 (one) week's worth of each meal type (5 breakfasts, 5 lunches, 5 afternoon snacks).

The quantity of meal kits to be delivered to the Various Locations – Rural Grab & Go will be provided to contractor by May 15, 2024 and is dependent upon participating sites approved by Oklahoma Department of Education.

Delivery schedule to Various Locations – Rural Grab & Go will be as follows:

- May 24, 2024 by noon for kits covering meals for 5/27/2024-6/7/2024
- June 7, 2024 by noon for kits covering meals for 6/10/2024-6/21/2024
- June 21, 2024 by noon for kits covering meals for 6/24/2024-7/5/2024

- July 5, 2024 by noon for kits covering meals for 7/8/2024-7/19/2024
- July 19, 2024 by noon for kits covering meals for 7/22/2024-8/2/2024
- August 2, 2024 by noon for kits covering meals for 8/5/2024-8/9/2024

For Regional Food Bank of Oklahoma – Urban:

Deliveries will be weekly and should be packaged individually (as opposed to kits with multiple weeks' worth of meals). Quantities for each meal type (breakfast, lunch, afternoon snack) will be ordered on Monday of the prior week based on the number of children to be served at participating urban sites approved by the Oklahoma Department of Education. Delivery will need to occur by close of business on Friday the week orders are placed.

Schedule B

Please include alternative, nut-free options where necessary in the menus.