



**DELTA HEALTH
ALLIANCE**

**REQUEST FOR PROPOSAL (RFP)
FOODSERVICE DISTRIBUTION SERVICES**

**DHA HEAD START/EARLY HEAD START PROGRAM
MAIN OFFICE
114 SECOND STREET
INDIANOLA, MS 38751**

ISSUANCE DATE: JULY 14, 2024

CLOSING DATE: AUGUST 14, 2024

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1. SUMMARY AND BACKGROUND

Delta Health Alliance (DHA) is seeking proposals to establish a financially viable vendor that offers a variety of products for our Head Start/Early Head Start Programs. DHA serves 40 counties in the Mississippi Delta, central and northern Mississippi, and implements 32 initiatives that provide health and education programming.

Delta Health Alliance (hereinafter sometimes referred to as “DHA” or the “organization”) is a non-profit 501(c)(3) organization that is changing health care and education in the Mississippi Delta by improving access to health services, promoting healthier lifestyles, and expanding educational opportunities. DHA is a leader in supporting and operating community-based clinics. Clinics that serve as a medical home for patients; implementation of modern technologies such as electronic health records, health information exchange networks, and telehealth diagnosis and treatment centers. Managing innovative education programs in community settings and creating robust home visitation programs that address neo-natal and early childhood education challenges.

2. PROPOSAL GUIDELINES

This Request for Proposal (RFP) represents the requirements for an open and competitive process. Proposals will be accepted until **5 p.m. CST on August 14, 2024**. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent of the company (hereinafter sometimes referred to as the “vendor”, “bidder” or “contractor”) submitting the proposal.

If the vendor submitting a proposal must outsource or contract any service to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposals must be all-inclusive to include any outsourced or contracted services. Any proposals that call for outsourcing or contracting work must include the names and descriptions of the vendor being contracted.

All costs must be itemized to include an explanation of all fees and costs. Contract terms and conditions will **be negotiated** upon selecting the winning bidder for this RFP. All contractual terms and conditions will be subject to review by the institution’s legal department and will include scope, budget, delivery schedules, and other necessary items about the contract.

The organization will provide a copy of the Policies and Procedures Manual – Financial and Program upon request.

3. PROJECT PURPOSE AND DESCRIPTION

Purpose and Project Description:

The purpose of this RFP is to solicit request proposals for the food service distributions for the operation and procurement management to assist with services to the Head Start/Early Head Start program in three (3) counties. A proposal may be submitted by a Food Service Distribution Company in compliance with the procedures and timelines described here. Procurement of the contract will be conducted in a manner that provides maximum open and fair competition as provided in 2 Code of Federal Regulations (CFR) Part 200 (200.317-200.327). Food Service Management includes but is not limited to, furnishing all required food items, beverages, and supplies necessary to provide food services for the Head Start/Early Head Start facilities. The



organization reserves the right to award the RFP as determined to be in the organization's best interest.

NIGP 95284
Supplemental Food Services

NIGP 96240
Food Distribution Services

4. PROJECT SCOPE

A. This solicitation is to enter a contract for food distribution for non-profit food service. A Food Service Management Company submitting a proposal is referred to here as a "vendor."

B. Contract

The contract is for a period beginning on or about **October 1, 2024, and ending on September 31, 2025.**

The contract is for food and non-food item prices. No changes may be made to the standard contract unless preapproved by the organization. The vendor and the organization will debate on prices that are reasonable and allowable as it relates to the Child and Adult Care Food Program (hereinafter sometimes referred to as the "CACFP").

The standard contract may be terminated for cause by either party with **60 days' notice**. The contract may be terminated for convenience only upon mutual agreement of both parties.

The contract will be renewable for additional one-year periods, if mutually agreed to by the organization and the vendor, for up to four one-year contracts after the original contract. Price adjustments for renewed contracts will be limited to a Consumer Price Index (CPI) percentage announced by the proposed vendor each year.

C. Procurement Method

Procurement transactions for the expenditure of federal funds must be conducted in a manner that provides for full and open competition consistent with program regulations, applicable federal grants management standards in the 2 Code of Federal Regulations (CFR) 200 and 400, and applicable state law.

D. Proposal Submission and Award

1. Sealed proposals are to be submitted, in a sealed envelope marked "Food Service Management Proposal," to:

Leigh Anne Gant, Vice-President of Early Education
Delta Health Alliance
435 Stoneville Rd
Leland, MS 38756

Proposals must be submitted by **5 p.m. CST on August 14, 2024**, at the above address. No proposal



will be accepted after the exact time specified.

2. The organization reserves the right to reject any proposal for a sound, documented reason, and to reject all proposals if an insufficient number of proposals is received.
3. To be considered for contract award, a vendor must submit a complete response to this solicitation using the standard templates and forms provided. Modifications may be made on the standard templates or forms as a show negotiation in cost or other services.
4. An award will be made to a qualified and responsible vendor whose proposal best responds to this solicitation and considers other factors, such as customer service.
5. A vendor and its authorized representatives are expected to fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. Failure to do so will be at the vendor's risk, and relief cannot be secured in the plea of error. The organization is **not liable** for any cost incurred before the signing of the contract by both parties.
6. If additional information is required, please contact **Marlin Womack, CFO at (662) 686 3881**.

E. Gifts from Vendor

The organization's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential vendors. To the extent permissible under state law, rules, or regulations, such standards will provide appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

F. Costs and Fees

The organization will be responsible for the food service costs per food item and non-food items proposed by the organization and will complete payments (taxes) due to the vendor without any other charges for additional costs.

G. Evaluation Criteria

Proposals are evaluated by a bidding committee using the attached evaluation criteria and the weight of each criterion as shown.

H. Food Substitutions

The vendor will meet the following requirements for food substitutions and modifications:

1. The federal requirement to provide meal substitutions and modifications for students is documented by a physician, physician assistant, or advanced practice registered nurse such as a certified nurse practitioner to have a disability. The vendor may bill the organization in addition to the fixed meal price, for excess costs incurred to provide required substitutions or modifications.
2. The state requirement (Mississippi Statutes according to USDA, 7 CFR Part 215§ 215.1 section 3(a)(1)) is to provide lactose-reduced milk for students with lactose intolerance.
3. The organization's policy is to provide substitutions that meet the meal pattern for students without a disability upon the written request from a physician or licensed clinician. The Vendor may bill the organization, in addition to the fixed meal price, for excess costs incurred to provide Child and Adult Care Food Program CACFP required substitutions.
4. The organization's policy is to provide non-dairy or unflavored plant-based fluid milk substitutes that meet



the USDA’s nutrition standards for fluid milk substitutions to that is nutritionally equivalent to cow's milk for children with a medical or other special dietary need upon written request (see **Appendices for Allowable Milk Substitutes for Children without Disabilities in the CACFP**).

I. Meal Eligibility

The organization will be responsible for the free price meal eligibility processes, including distribution of the CACFP enrollment process to include enrollment, approval/denial, verification of applications, hearings/appeals, and direct certification.

J. Child and Adult Food Care Program (CACFP)

The vendor will provide credits to organizations for USDA foods that are received at the designated locations (**Sites**) for the contract year that are not suitable or viable for meal service. The credits will reduce the amount due from the vendor to the organization under the contract. The vendor will provide credits to the organization irrespective of whether or how the organization uses USDA foods. The vendor will provide credits to the organization on applicable monthly bills unless the organization accepts the need for a different crediting schedule upon review of the draft contract to be awarded. USDA foods that the vendor will credit to the organization include the USDA foods for the contract year.

K. The following attachments are included as part of this RFP: (Appendices Attachments)

- Independent Price Determination Certificate (for the vendor to complete; the organization will also sign the form from the vendor that is awarded the contract)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion certification form (for the vendor to complete)
- Certification Regarding Lobbying form (for the vendor to complete)
- Criteria for Evaluation of Proposals
- Cost Proposal (submitted and completed by vendor)
- Site Data & Recap (required if more than one site)
- Minimum Food Specifications (CACFP Meal Patter Requirements)
- Allowable Milk Substitutes for Children without Disabilities in the CACFP
- Menus for each meal/snack service

5. RFP QUESTIONS AND REPONSES

Each bidder may submit their questions via email to Leigh Anne Gant, Vice-President of Early Education (lgant@deltahealthalliance.org) before **August 14, 2024, at 5 p.m. CST**. Questions will be answered within two business days via email, with a return reply acknowledging receipt of the email requested. Questions and answers will be shared with all bidders.



6. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

Request for Proposal Timeline:

All proposals in response to this RFP are due no later than **5 p.m. CST on August 14, 2024**. The respondent must submit three (3) copies of the proposal, each signed by an authorized company representative. Proposals must arrive no later than **5 p.m. CST on August 14, 2024**.

Leigh Anne Gant, Vice-President of Early Education
Delta Health Alliance
435 Stoneville Road
Stoneville, MS 38776
Phone: 662-686-7004

Evaluation of proposals will be conducted from **August 19, 2024, until August 23, 2024**. If additional information or discussions are needed with any vendor during the evaluation period, the bidder(s) will be notified. The selection decision for the winning vendor will be made no later than **August 26, 2024**.

Upon notification, the contract negotiation with the winning vendor will begin immediately. Contract negotiations will be completed no later than **September 1, 2024**.

Notifications to vendors who were not selected will be completed by **September 1, 2024**.

Project Timeline:

The project planning phase must be completed by **September 31st of each year**. The timeline/schedule for the remaining phases of the project is negotiable, but the desired delivery date for food items is no later than **October 1st**.

7. BUDGET

All proposals must include proposed costs to provide the requested items and; or services described in the project scope. Proposals should include which line items are optional and which are required.

8. VENDOR QUALIFICATIONS

Vendors should provide the following items as part of their proposal for consideration:

Documentation of:

- vendor/business in good standing in the State of Mississippi
- proof as a registered State of Mississippi Supplier



9. PROPOSAL EVALUATION CRITERIA

The organization will evaluate all proposals based on the following criteria. To be considered for this RFP, your proposal should be complete and include all of the following criteria:

- Price
- Completeness of product line
- Distributor experience & qualifications past performance with School/ Distributor references/reputation
- Computer capabilities, purchasing, including operational reports, nutritional analysis, and uploading purchase data to the M.S. Dept of Education
- Operational plan & procedures
- Ability to meet service characteristics described by the Organization

10. SUBMISSION PROCEDURE

Proposals conforming to the requirements below must be received by the organization by U.S. mail, courier later than the deadline above. All submittals must be received in PC-compatible format along with hard copies. Text portions of the submittals are acceptable in Adobe Acrobat® form by the deadline (including via email) but must be followed in CD and hard copy form within two (2) business days. Physical proposals must be submitted in sealed opaque containers and marked [DHA Head Start/Early Head Start Program RFP].

The name and address of the vendor must also appear on the envelope and CD cover. The organization reserves the right to waive irregularities and to reject any or all bids. The organization also reserves the right to negotiate with the selected vendor if the price exceeds available funds.

The organization may consider informal any bid not prepared and; or not submitted in accordance with the provisions hereof and may waive any informalities or reject any bids. Any bid may be withdrawn before the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No vendor may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

11. METHOD OF PAYMENT

The vendor shall submit its itemized invoices to the organization monthly.

In compliance with 7 CFR Section 226.6 (i)(2) of the CACFP regulations. The organization shall pay the vendor for all food items, non-food items, or supplies delivered in accordance with this contract and CACFP regulations. However, neither the USDA nor the State agency assumes any liability for payment of differences between the number of food/supplies delivered by the vendor that are eligible for reimbursement.

12. COMPLIANT COMPLAINT RESOLUTION

Each party hereby agrees to promptly provide to the other party copies of any written or otherwise documented complaints from the services sites or any parties. The organization reserves the right to inspect and determine the quality of food delivered and reject any food items which do not comply with the requirements and specifications of the contract. The vendor will not be paid for



unauthorized order changes, incomplete orders, or orders not delivered within the specified delivery period and rejected food items because they do not comply with the specifications. The organization reserves the right to obtain food items from other sources if items are rejected due to any of the stated reasons. The vendor will be responsible for any excess cost but will receive no adjustment if the food items or supplies are procured at a lesser cost. The organization or purchasing agent shall notify the vendor in writing regarding the number of food items rejected and the reasons for rejection.

13. RESPONDENT CONTACT INFORMATION

Please provide the name and contact information of your company’s representative for the RFP Response:

- Name:
- Physical Address:
- Phone:
- Email address:

14. AWARD CRITERIA

The contract will be awarded to the vendor responsible whose proposal is most advantageous to the program with price and other factors considered. A bidding evaluation committee must be comprised of at least three people. Each committee member evaluates proposals independently and information derived from **Numbers 8, 9, and 14**. The organization must use a scoring method and complete the award criteria table with the value assigned to each:

Organization and Vendor

Price of Goods: *Organization to enter estimated number cost of goods. Fixed unit price to be inserted by Vendor.*

	<i>Totals</i>			<i>Totals</i>
Food Only	\$		Non-Food Items only	\$
Milk Only	\$		All Food Items	\$
Bread Only	\$		Food and Non-Food	\$
			<i>Total of All Items</i>	\$

The award criteria and the relative value assigned to each must be specified below and “Cost” will be the primary factor (assigned the greatest number of points compared to other factors). The organization may select the award criteria; an example is listed below. Once the technical and cost components have been evaluated and ranked, the organization may negotiate both components averaging 5% or more (criteria must be consistent with the RFP and cannot add or delete specifications/requirements). At the conclusion of the negotiations the proposals are restored, and the award is made to the vendor presenting the most advantageous proposal, with price used as the primary factor.



Evaluation Criteria	1-Not Favorable	2- Slightly Favorable	3- Neutral	4- Favorable	5-Extremely Favorable
Cost					
Service Capability					
Financial Conditions/Stability, Business Practices					
Accounting and Reporting Systems					
Experience					
References					
Ability to meet service characteristics described by the Institution					
Total points possible:					/40

15. PROPOSAL PROTESTS

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the organization to proposal protests. The organization is responsible for properly responding to protests and concerns raised by potential vendors. The organization must attach its proposal protest procedures to its RFPs. Federal requirements and guidance do not relieve an organization of responsibility for its procurements or its contracts. The organization must have protest procedures to handle and resolve disputes relating to procurement and must when requested, disclose information regarding the protest to Food and Nutrition Services (FNS).

16. BONDING REQUIREMENTS

Bid Guarantee: Proposals over \$150,000, for goods and/or services, shall include a bid bond in the amount of 5% (negotiable) of the proposal price. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire **June 30 and are renewable July 1**, annually. Bid bonds will be returned (a) to unsuccessful vendors as soon as practical after the opening of proposals and (b) to the successful vendors upon execution of such further contractual documents and bonds as may be required by the proposal as accepted.



L: Signatures of Acceptance:

Acceptance: *I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Vendor and that the Vendor is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements.*

Print Name: _____ **Date:** _____

Signature: _____

APPENDICES



Certificate of Independent Price Determination

Both the Contracting Institution and the Bidder shall execute this Certificate of Independent Price Determination

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Name of Contracting Institution

Name of Bidder

A. By submission of this offer, the Bidder certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this Request for Proposal:

- 1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of this advertised proposal directly or indirectly to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Vendor (Company) certifies that:

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

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Signature of Bidder’s Authorized Representative

Title

Date (MM/DD/YY)

In accepting this offer, the Contracting Institution certifies that their officers, employees or agents have not taken any action, which may have jeopardized the independence of the offer referred to above.

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Signature of Authorized Contracting Institution Representative Title

Date (MM/DD/YY)

General Terms and Conditions

1. Delivery Requirements

- A. Delivery shall be made by the Contractor to each Contracting Institution site(s) in accordance with the Specifications listed. Deliveries are requested to be made **weekly by 2:00 pm CST** at the Contracting Institution and/or designated sites in accordance with Institution's guidelines and procedures.
- B. The Contractor shall be responsible for the delivery of all food, non-food, and milk products. Adequate refrigeration shall be provided in clean vehicles during delivery of all food, non-food, and milk to ensure the wholesomeness of products at delivery in accordance with State and local health codes.
- C. The Contracting Institution reserves the right to add or delete food service sites by amendment of the initial list of approved sites. The Contracting Institution shall notify the Contractor by providing an amendment to all sites which are approved, canceled, or terminated subsequent to acceptance of this contract. Such an amendment shall be provided within **30** days.

2. Supervision and Inspection

The Contractor shall maintain quality control inspections to check for the quality of products appearance, and packaging.

3. Recordkeeping Requirements

The Contracting Institution is required to meet all of the Federally funded programs and State agency reporting requirements. Therefore, the following recordkeeping documents must be maintained.

- A. Invoices must be prepared by the Contractor and provided to the Contracting Institution at the individual site(s) on a delivery basis. Sites are responsible for consolidating invoices and reporting to Institution.
- B. Invoices must show itemized products and quantity ordered as well as unit cost for every item reflected on the invoice. Contracting Institution site(s) Designee(s) of the Institution site(s) shall check the adequacy of delivery before signing the delivery ticket. Invoices shall be accepted by the site(s) only if signed by the institution's designee at the site. The time of delivery should be noted on the delivery ticket.
- C. 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.
- D. The Contracting Institution shall provide, upon request, to representatives of Bright from the Start, the U.S. Department of Agriculture, and/or the Comptroller General of the United States sufficient access to books, documents, papers, and records to determine contract compliance.
- E. All Contracting Institution books and records must be retained for a period of three years from the later of the date of submission of the final claim for reimbursement, the date that the final payment is made under the contract, or the contract concludes, or longer if any of the following apply, until resolution of any contract disputes, investigation and/or review findings, or audit by representatives of the Bright from the Start, the U.S. Department of Agriculture, the Institution and the Comptroller General of the United States if matters are pending beyond the normal Federal record retention period.
- F. 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.

4. Method of Payment

The Contractor shall submit its itemized invoices to the Contracting monthly in compliance with the Institution.

7 CFR Section 226.6 (i) (2) of the CACFP regulations. The Contractor shall be paid by the Contracting Institution for all food, non-food, and milk delivered in accordance with this contract and CACFP regulations. However, neither the USDA nor the State agency assumes any liability for payment of differences between the Contractor and the Contracting Institution that are eligible for reimbursement.

5. Inspection of Facility

- A. The Contracting Institution, the State Agency, and USDA reserve the right to inspect the Contractor's facilities without notice at any time during the contract period.
- B. The Contractor's facilities shall be subject to periodic inspections by State and local health departments, or any other agency designated to inspect the condition and quality of food/milk provided for the State. This will be accomplished in accordance with USDA regulations.
- C. The Contractor's facilities and delivery vehicles must be inspected by local health departments or the like, to determine that the Contractor meets all Food and Drug Administration and USDA guidelines for health and safety. Contractor will notify the Sponsoring Institution in writing, according to governing regulations, or within 10 days, whichever is less, of a determination that it has failed to maintain a satisfactory status with its governing authorities.

6. Performance Bond Requirement (Required for contracts greater than \$150,000)

The successful Bidder shall provide the Contracting Institution with a performance bond in the 5% of the total amount of the contract from a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually. The bond shall be furnished not later than ten days following the award of the contract.

***** Contracting Institution should insert a percentage based on its approved bonding policy/requirement or 100% of the Contract Price (per 2 CFR 200 §200.325), whichever is less.**

7. Availability of Funds

The Contracting Institution reserves the right to cancel this contract if the Federal funding supports the CACFP is withdrawn. It is further understood that, in the event of cancellation of the contract, the Contracting Institution shall be responsible for PRODUCTS that have already been assembled and delivered in accordance with this contract.

8. Emergencies

- A. In the event of unforeseen emergency circumstances, the Contractor shall immediately notify the Contracting Institution by telephone of the following:
 - 1. The impossibility of scheduled delivery;
 - 2. Shortage or unavailable contract item(s)
 - 3. The circumstance(s) precluding delivery; and
 - 4. A statement of whether or not succeeding deliveries will be affected

B. No payment shall be made for products not received that were included on the Contracting Institution site(s)product listing order form.

9. Termination

- A. The Contracting Institution reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The institution shall notify the Contractor via certified mail, and return receipt, of specific instances of noncompliance in writing.
- B. The Contracting Institution reserves the right to terminate this contract if and when the Contractor is incapable of fulfilling the requirements of this contract due to circumstances beyond the control of the Contractor. When the circumstances beyond the control of the Contractor cannot be resolved by the Contractor within a reasonable and timely manner, within 60 days (interval of time) the Contracting Institution shall notify the Contractor of the termination due to circumstances beyond the control of the Institution in writing. The Institution shall have the right, upon such written notice, to immediately terminate the contract, and the Contractor, if applicable, shall be liable for any damages incurred by the Contracting Institution. Prior to termination, the Contracting Institution shall contact the State Agency or USDA Regional Office concerning procedures for conducting a procurement action.
- C. The Contracting Institution may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, if it is found by the Contracting Institution that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor to any officer or employee of the Contracting Institution to secure a contract or secure favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Institution makes such findings shall be in issue and may be reviewed by any competent court
- D. The contract may be terminated for convenience and the terminating party is not required to provide any reason for terminating the contract other than for its convenience. The terminating party must provide the other contract party with **30** days written notice in order to terminate the contract for convenience.
- E. In the event this contract is terminated as provided in paragraph (B) hereof, the Contracting Institution shall be entitled (a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (b) to receive a penalty from the Contractor in addition to any other damages in an amount which shall not be less than three or more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee, or redeem performance bond
- F. The rights and remedies of the Contracting Institution 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.

10. Breach of Contract

In the event of a breach of contract by either party, either party may take administrative, contractual, and legal remedies. The following remedies, procedures, and timeframes will be followed:

***(Contracting Institution should insert specific breaches and actions that will be taken for breach of contract. Add and refer to additional pages or an attachment if needed).**

11. Subcontractors and Assignments

The Contractor shall not subcontract the food, non-food, and milk product. The advance written consent of the Contracting Institution, this contract, or any interest therein. In the event of any assignment, the Contractor shall remain liable to the Contracting Institution as principal for the performance of all obligations under this contract.

12. Buy American Provision

The Contractor shall comply with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires institutions participating in child nutrition programs to the maximum extent practicable, to purchase domestic commodities or products for use in meals. The legislation defines “domestic commodity or product” as one where over 51 percent of the final processed product consists of agricultural commodities that were grown in the United States.

13. Energy Policy and Conservation Act

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of Mississippi’s energy conservation plan issued in compliance with Section 31-7-14 of the Mississippi Code of 1972, of “energy saving performance contracts” (ESPC) and “shared savings contracts” between public entities and Energy Service Companies (ESCO).

14. Miscellaneous Circumstances

Contracting Organization does not have special circumstances, or uncommon business practices that are likely to impact purchasing patterns. Contracting Organization is to disclose any possible fluctuations in purchasing.

General Provisions

Read the following provisions and determine if each applies to this contract. Check whether each is or is not applicable to the contract.

- 1) The following condition results when the Contracting Institution is a public institution with a contract of more than \$10,000 or is a nonprofit institution
 - The following condition does apply
 - The following condition does not apply

Executive Order 11246, Equal Employment Opportunity

“The Food Vendor or Contractor shall comply with Executive Order 11246, as amended by Executive Order 11375 (October 13, 1967, and Department of Labor Regulations (41 CFR Part 60).

- 2) The following condition results when the contract is more than \$100,000
 - The following condition does apply
 - The following condition does not apply

Brvd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors agree to comply with the certification and reporting requirements of 2 CFR Part 200 attached copy which is part of this contract.

- 3) The following condition results when a contract or subcontract exceeds \$100,000
 - The following condition does apply
 - The following condition does not apply

Clean Air and Water

The Food Vendor or Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. Section 1857), or the Federal Water Pollution Control Act (33 U.S.C. Section 1319), as amended, Executive Order 11738 and Environmental Protection Agency regulations.

- 4) The following condition results when a contract is expected to equal or exceed \$100,000
 - The following condition does apply
 - The following condition does not apply



General Provisions

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. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE
FOLLOWING PAGE)

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

1. By signing and submitting this certification, the prospective lower-tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered. 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 State 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should 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 it 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 it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No Procurement List- www.elps.gov.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to 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 prudent 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 State Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



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 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 that employs or will employ any of the above, has a financial or other interest in the bidder that has been selected.
- D. The Contracting Institution's representatives can and will not solicit nor accept gratuities, favors, or any monetary incentive from Contractors, possible Contractors, or parties to sub-agreements.

<i>Contracting Institution Name</i>	
<i>Name(s) and Title(s) of Authorized Representative(s): (Print or Type)</i>	<i>Signature(s) of Authorized Representative(s):</i>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
<i>Date (MM/DD/YY)</i>	<i>Date (MM/DD/YY)</i>

Standard Terms and Conditions

1. Explanation of Bidders

Any explanation desired by a Bidder regarding the meaning or interpretation of the RFP specifications, etc. must be requested in writing prior to the proposal opening and with sufficient time allowed for a reply to reach all Bidders before the proposal opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Bidder concerning an RFP will be furnished to all prospective Bidders as an amendment of 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. If a Pre-proposal meeting is not mandatory or will not be held. All communications must be sent in writing to the issuing officer.

2. Acknowledgment of Amendments to RFPs

The Contracting Institution must acknowledge receipt of an amendment to an RFP by a Bidder by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for the proposal opening.

3. Bidders Having Interest in More than One Proposal

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

4. 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 will be at the Bidder's own risk and relief cannot be secured on the plea of error.

5. Proposal Withdrawal

Bidders wishing to withdraw a previously submitted proposal must do so in writing prior to the proposal opening date. The withdrawal should be addressed to the contact person at the contracting institution listed in section A, part A of the RFP.

6. Award of Contract

- a) The contract will be awarded to the responsible Bidder whose proposal is the lowest and conforms to the specifications of the RFP.
- b) All non-responsive proposals will be rejected.
- c) The Contracting Institution reserves the right to reject any or all proposals for sound business practices and to waive informalities and minor irregularities in proposals received.
- d) The Contracting Institution reserves the right to reject the proposal of a Bidder who previously failed to perform properly or complete on time, contracts of a similar nature, or the proposal of a Bidder, whose investigation shows is not in a position to perform to contract.
- e) The award of the contract will be made as indicated below:
 - At the proposal opening
 - Upon the approval or ratification of the Contracting Institutions

7. USDA regulations 7 CFR Part 226 entitled Child and Adult Care Food Program are hereby incorporated by reference.

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



- The Child Meal Pattern attached hereto and made a part hereof will be used.
- The Infant Meal Pattern attached hereto and made a part hereof will be used.

8. The vendor shall furnish food, non-food, and milk products as ordered by the Contracting Institution during meal operation times.

Begin Date: 10/01/2024 to End Date: 9/31/2025

Meals are to be prepared and SERVED 5 days a week, as specified by the contracting institution.

9. Miscellaneous Circumstances-If needed, the bidder must initial page (top right) to acknowledge disclosure of said circumstances.

*** Contracting Institution shall provide and insert the information in the areas noted.**

Unit Price Instructions

1. Bidders are asked to submit prices in accordance with the Product list of food and non-food and milk items meeting the contract specifications.

**** Contracting Institution insert information**

2. Evaluation of Proposals will be performed as follows: (The Contracting Institution should indicate with a check mark which evaluation method will be used to award.)

Bottom Line – Determine the total proposal for each Bidder by totaling the proposals for all food, non-food, and milk products ordered. Calculations should be verified.

Line Item – Determine the lowest proposal by line item and award by line item. Calculations should be verified.

3. Pricing shall be on the product list of food and non-food and milk provided to the bidder by the Contracting Institution. All bidders must submit proposals on the same product list provided by the Contracting Institution. Deviation from this shall be permitted only upon authorization of the Contracting Institution. See Section D-1 for additional instructions if any. The proposal price must include the price of the food, non-food, and milk items.

The unit prices of each item that the Bidder agrees to furnish must be written in ink or typed in the blank space provided.

The contractor will be paid at the 100% cost rate during the payment period specified by the bottom line or line item. See #2 above. (The Contracting Institution should indicate “Method of Payment,” bi-weekly or monthly.)

4. Evaluation of Bidders: Each Bidder will be evaluated on the following factors: (The Contracting Institution should indicate with a check mark, what additional information, if any, for each letter, will be used in the evaluation process.)

- a. Financial

- Financial capability to perform a contract of the scope required by providing a financial statement or audit that demonstrates financial viability.
- Providing a financial statement or audit that demonstrates financial viability
- Providing a notarized statement affirming that the bidder has not filed for bankruptcy in 5-10 years.

Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety, and sanitation standards by indicating the number of plants and submission of each plant’s health and safety permit.

- b. Previous experience of the Bidder in performing actions similar in nature and scope by submitting documentation showing previous work performed and the names of contacts to verify the work performed.

- Submitting **two references** from previous/current customers. Please include the name of the contact information.

- d. Other factors such as transportation capability, sanitation, and packaging by providing documentation of how food will be packaged and transported while maintaining correct temperatures so that sanitary conditions are maintained.

Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and will not be considered for award.

5. Food Orders: The contracting Institution will order food, non-food, and milk on various days of the week preceding the week of delivery; The Contracting Institution reserves the right to increase or decrease the amount of food ordered on no specific hour's notice or less if mutually agreed upon between the parties of this contract.
6. Delivery Change Procedures: Orders will be delivered on a weekly basis by **2:00 pm CST** in accordance with the weekly product listing provided by the individual preschool centers indicated on Site Information List.
7. Noncompliance. The Contracting Institution 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 will 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 the specifications. The Contracting Institution reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The Contractor will be responsible for any excess cost but will receive no adjustment in the event the meals are procured at a lesser cost. The Contracting Institution or inspecting Institution shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.
8. Specifications
 - A: Packaging:
 1. Products shall be delivered according to the items indicated on the CACFP meal patterns and approved menus listed with appropriate food, non-food, and milk items.
 - a. Food Transport:
 - Milk and Food are to be stored and transported in accordance with State and local health standards.
 - b. Food Specifications:
 - All food on the product list must meet the food specifications and quality standards. All meat and meat products ordered by the contracting institution shall have been slaughtered, processed, and manufactured in plants inspected under USDA-approved inspection programs 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.
 - Milk and milk products are defined as "...pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim milk or cultured milk.... All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk." Milk delivered hereunder shall conform to these specifications.



Child and Adult Care Food Program

Site Information List

<i>Contracting Institution's Name</i> Delta Health Alliance Head Start/Early Head Start Program				<i>Contact Person</i> Leigh Anne Gant		<i>Phone Number</i> 662-686-3863
<i>Street Address</i> 435 Leland Rd.				<i>City</i> Stoneville	<i>State</i> MS	<i>Zip Code</i>
<i>SITE Name/Address/Phone/Contact Person</i>	<i>Begin Date</i> (1)	<i>End Date</i> (2)	<i>Total Days of Operation</i> (3)	<i>Meal Type</i> (4)	<i>Average Meals/Day</i> (5)	<i>Delivery Time (6)</i>
Drew Head Start Center	8/05/2024	7/18/2025	209	Breakfast	80	Negotiable Days Before 2:00 pm
120 South Church Street				AM Supplement/Snack		
Drew MS, 38737				Lunch	80	
Rita Brown				PM Supplement/Snack	80	
662-458-5063 <i>Int:</i>				Total	240	
Indianola Head Start/Early Head Start Center	8/05/2024	7/18/2025	209	Breakfast	136	Negotiable Days Before 2:00 pm
702 Roosevelt Street				AM Supplement/Snack		
Indianola, MS 38751				Lunch	136	
Chariece Peterson				PM Supplement/Snack	136	
662-452-5063 <i>Int:</i>				Total	408	
Sunflower Head Start/Early Head Start Center	8/05/2024	7/18/2025	209	Breakfast	64	Negotiable Days Before 2:00 pm
225 East Claiborne Street				AM Supplement/Snack		
Sunflower, MS 38778				Lunch	64	
Ella Hibbler				PM Supplement/Snack	64	
662-569-7121 <i>Int:</i>				Total	192	
Greenwood Head Start/Early Head Start Center	8/05/2024	7/18/2025	209	Breakfast	192	Negotiable Days Before 2:00 pm
100 E. Dr. Martin Luther King Jr Dr				AM Supplement/Snack		
Greenwood, MS 38930				Lunch	192	
Pamela McDaniels				PM Supplement/Snack	192	
662-390-3617 <i>Int:</i>				Total	576	
Drew Early Head Start Center	8/05/2024	7/18/2025	209	Breakfast	32	Negotiable Days Before 2:00 pm
181 W. Park Ave				AM Supplement/Snack		
Drew, MS 38737				Lunch	32	
Kashonda Powell				PM Supplement/Snack	32	
662-719-4332 <i>Int:</i>				Total	96	



Child and Adult Care Food Program USDA Required Child Meal patterns

The meal requirements for the Program are designed to provide nutritious and well-balanced meals to each participant. Except as otherwise provided in 7 CFR Section 226.20 of the CACFP regulations represents the minimum requirements for meals served to children in the Program. The USDA child meal pattern must be followed for the contract to be executed.

Child Meal Pattern Food Components:		Age Group and Serving Size:		
		1- and 2- year-olds:	3 – 5 year olds:	6 – 12 ¹ year olds:
Breakfast	Milk			
	Fluid milk	1/2 cup	3/4 cup	1 cup
	Vegetables and Fruits			
	Vegetables and fruits or Full-strength vegetable or fruit juice ²	1/4 cup 1/4 cup	1/2 cup 1/2 cup	1/2 cup 1/2 cup
	Bread and Bread Alternates³			
	Bread or Combread, biscuits, rolls, muffins, etc., or Cold dry cereal ⁴ or Cooked cereal grains or Cooked pasta or noodle products	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup
Lunch/Supper	Milk			
	Fluid milk	1/2 cup	3/4 cup	1 cup
	Vegetables and Fruits⁶			
	Vegetable(s) and/or fruit(s), 2 or more	1/4 cup total	1/2 cup total	3/4 cup total
	Bread and Bread Alternates³			
	Bread or Combread, biscuits, rolls, muffins, etc., or Cooked pasta or noodle products or Cooked cereal grains	1/2 slice 1/2 serving 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/4 cup 1/4 cup	1 slice 1 serving 1/2 cup 1/2 cup
	Meat and Meat Alternate			
	Lean meat or poultry or fish or Alternate protein products or cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soy nut butter or other nut/seed butters or Peanuts or soy nuts or tree nuts or seeds ⁷ or Yogurt, plain or flavored, unsweetened or sweetened	1 oz. 1 oz. 1 oz. 1/2 egg 1/4 cup 2 Tbsp. 1/2 oz. = 50% 4 oz. or 1/2 cup	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 3/4 egg 3/8 cup 3 Tbsp. 3/4 oz. = 50% 6 oz. or 3/4 cup	2 oz. 2 oz. 2 oz. 1 egg 1/2 cup 4 Tbsp. 1 oz. = 50% 8 oz. or 1 cup
Snack <small>(Select 2 different components)</small>	Milk			
	Fluid milk	1/2 cup	1/2 cup	1 cup
	Vegetables and Fruits			
	Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice ²	1/2 cup 1/2 cup	1/2 cup 1/2 cup	3/4 cup 3/4 cup
	Bread and Bread Alternates³			
	Bread or Combread, biscuits, rolls, muffins, etc., or Cold dry cereal ⁴ or Cooked cereal grains or Cooked pasta or noodle products	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup
	Meat and Meat Alternates			
	Lean meat or poultry or fish or Cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soy nut butter or other nut or seed butters or Peanuts or soy nuts or tree nuts or seeds ⁷ or Yogurt, plain or flavored, unsweetened or sweetened	1/2 oz. 1/2 oz. 1/2 egg 1/8 cup 1 Tbsp. 1/2 oz. 2 oz. or 1/4 cup	1/2 oz. 1/2 oz. 1/2 egg 1/8 cup 1 Tbsp. 1/2 oz. 2 oz. or 1/4 cup	1 oz. 1/2 oz. 1/2 egg 1/4 cup 2 Tbsp. 1 oz. 4 oz. or 1/2 cup

**Child and Adult Care Food Program
USDA Required Child Meal Patterns (Continued)**

1. Children aged 12 and older may be served larger portion sizes based on the greater food needs of older boys and girls but must be served the minimum quantities specified for children ages 6 – 12.
2. Juice must be 100% vegetable or fruit juice.
3. Bread, pasta or noodle products, and cereal grains, must be whole grain or enriched; cornbread, biscuits, rolls, muffins., must be made with whole grain or enriched meal or flour, cereal must be whole grain or enriched or fortified.
4. Cold dry cereal can be measured by volume (cup) or weight (ounces), whichever is less.
5. Select at least two different food components. Juice must not be served when milk is served as the only other component.
6. At lunch and supper, serve two or more kinds of vegetables(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice must not be counted to meet more than one-half of this requirement.
7. At lunch and supper, no more than 50 % of the meat/meat alternate requirement can be met with nuts or seeds. Nuts or seeds must be combined with another meat/meat alternate to fulfill the requirement. To determine combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry, or fish.

Minimum Food Specifications

Meat/Seafood – All meats, meat products, poultry products, and fish must be government inspected.

Beef, lamb, and veal shall be USDA Grade Choice or better. Pork shall be the U.S. No. 1 or U.W. No. 2, Poultry shall be U.S. Government Grade A. Seafood to be top-grade, frozen fish – must be a nationally distributed brand, packed under continuous inspection from the USDA.

Dairy Products – All dairy products must be government inspected.

Fresh eggs, USDA Grade A or equivalent. Frozen eggs, USDA inspected.

Milk

Milk, pasteurized Grade A.

Fruits and Vegetables

Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color – U.S. Grade A Fancy. Canned fruits and vegetables selected to requirements – U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices). Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

Grain Products

Bread, rolls, pies, cakes, and puddings are either prepared or baked on the premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable.

**INFANT AND ADULT FOOD PROGRAM USDA
REQUIRED INFANT MEAL PATTERNS**

The meal requirements for the Program are designed to provide nutritious and well-balanced meals to each participant. Except as otherwise provided in 7 CFR Section 226.20 of the CACFP regulations. The USDA

Infant meal pattern must be followed for the contract to be executed

***Contracting Institutions should check below if the infant meal pattern is applicable or not for this proposal/contract.**

	Infant Meal Pattern Food Components:	Age Group and Servicing Size:		
		Birth Through 3 Months	4 Through 7 Months	8 Through 12 Months
Breakfast	Formula ⁽¹⁾ or Breast Milk ⁽²⁾⁽³⁾	4-6 fl oz.	4-8 fl oz.	6-8 fl oz.
	Infant Cereal		0-3 Tbsp.	2-4 Tbsp.
	Fruit and/or Vegetable			1-4 Tbsp.
Lunch/Supper	Formula ⁽¹⁾ or Breast Milk ⁽²⁾⁽³⁾	4-6 fl oz.	4-8 fl oz.	6-8 fl oz.
	Infant Cereal		0-6 Tbsp.	2-4 Tbsp.
	Fruit and/or Vegetable		0-3 Tbsp.	1-4 Tbsp.
	Meat, Fish, Poultry, egg yolk, cooked dry beans, or peas			1-4 Tbsp.
	Cheese			1/2 - 2 oz.
	Cottage Cheese, Cheese Food, or Cheese spread			1-4 Tbsp.
Snack	Formula ⁽¹⁾ or Breast Milk ⁽²⁾⁽³⁾	4-6 fl oz.	4-6 fl oz.	2-4 fl oz.
	Or Fruit Juice			2-4 fl oz.
	Bread or			0- 1/2 ⁽⁴⁾ ⁽⁶⁾
	Crackers			0-2 ⁽⁴⁾ ⁽⁶⁾

⁽¹⁾ Infant formula and dry infant cereal shall be iron-fortified

⁽²⁾ It is recommended that breast milk be served in place of formula from birth through 11 months

⁽³⁾ 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 if the infant is still hungry.

⁽⁴⁾ A serving of this component shall be optional if it is not developmentally appropriate for the infant

⁽⁵⁾ Fruit juice shall be full strength

⁽⁶⁾ Bread and bread alternates shall be made from whole-grain or enriched meal or flour

USDA’s Nutrition Standards for Acceptable Milk Substitutes

CACFP facilities that choose to offer a nondairy milk substitute for children without a disability must use products that meet the USDA’s nutrition standards for fluid milk substitutes (refer to Table 1). Nondairy milk substitutes for ages 1-5 must be unflavored. CACFP facilities may serve flavored nondairy milk substitutes to ages 6 and older, but the USDA’s *CACFP Best Practices* recommends serving only unflavored non-dairy milk substitutes.

Table 1. USDA’s nutrition standards for fluid milk substitutes	
Minimum nutrients per cup (8 fluid ounces)	
Calcium	276 milligrams (mg) or 30% Daily Value (DV) ¹
Protein	8 grams (g)
Vitamin A	500 international units (IU) or 10% DV
Vitamin D	100 IU or 25% DV
Magnesium	24 mg or 6% DV
Phosphorus	222 mg or 20% DV ¹
Potassium	349 mg or 10% DV ¹
Riboflavin	0.44 mg or 25% DV ¹
Vitamin B-12	1.1 micrograms (mcg) or 20% DV ¹
¹ The Food and Drug Administration (FDA) labeling laws require manufacturers to round nutrition values to the nearest 5 percent. The unrounded minimum DV is 27.6% for calcium, 22.2% for phosphorus, 9.97% for potassium, 25.88% for riboflavin, and 18.33% for vitamin B12. Source: How to Determine if a Soy-Based Beverage Meets the Nutrient Requirements to Qualify as an Authorized Milk Substitute in WIC , USDA Food and Nutrition Services (FNS) Office of Research, Nutrition, and Analysis (ORNA), 2006.	

Table 2. Milk substitutes meeting the USDA’s nutrition standards			
Unflavored milk substitutes (allowed for ages 1 and older)			
Manufacturer	Product	Container size (Fluid ounces)	Container UPC code
Kikkoman	Pearl Organic Soymilk, Smart Original, aseptic package	8	Code 06183; UPC 0-41390-06183-7; Case (24 counts) UPC 100-41390-06183-4
Kirkland Signature	Organic Soymilk, plain	6 4	0-96619-49000-4
Stremick’s Heritage foods	8th Continent Soymilk, Original, refrigerated	6 4	0-53859-07066-3
Sunrich Naturals	Soymilk, Original, aseptic package ¹	8	7-82758-33108-6
Sunrich Naturals	Soymilk, Original, aseptic package ¹	3 2	7-82758-33232-8
Walmart	Great Value Soymilk, Original, paper carton	3 2	0-78742-09387-1

Week 1 Menu

Meal Components	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast-Time: _8:30 a.m._ Fruit Cereal or Bread/Bread Alternate & Milk	Apple Cinnamon Fresh Oranges Milk	Corn Flakes Mango Milk	Grits Peaches Milk	WG French Toast Sticks Fresh Strawberries Milk	Sliced Bagel Cream Cheese Cantaloupe Milk
Lunch - Time: _11:30 am_ Meat or Meat Alternate Vegetable and Fruit (2 Veg/fruit or 1 veg & 1 fruit) Bread or Bread Alternate & Milk	BBQ Beef Patty Baked Beans Peaches 1 WG Bun Milk	WG Fajita Wrap (Chicken) Whole/Crea m Corn Sliced Fresh Apples	Vegetable Stew WG Grilled Cheese	Chicken Salad WG Croissant Wedged Tomatoes Pears Milk	WG Cheese Pizza Salad Fruit Cocktail Milk
Snack-Time: _2:00 pm (Select 2 out of 4 food groups) Meat or Meat Alternate Vegetables, Fruit, or Juice Bread or Bread Alternate Milk	Sliced Cucumbers Milk	Animal Crackers Orange juice	Fresh Strawberries Diced Pineapples	WG Crackers String Cheese	WG Goldfish crackers Sliced Oranges

Week 2 Menu

Meal Components	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast-Time: _8:30 a.m._ Fruit Cereal or Bread/Bread Alternate Milk	Canadian Bacon WG Biscuit Blueberries Milk	Cheerios Pears Milk	Oatmeal Bananas Milk	WG Cinnamon Toast Peaches Milk	Waffle Sliced Oranges Milk
Lunch - Time: _11:30 am_ Meat or Meat Alternate Vegetable and Fruit (2 Veg/fruit or 1 veg & 1 fruit) Bread or Bread Alternate & Milk	Chicken Spaghetti Peas & Carrots Oranges WG Roll Milk	Meatballs Mashed Potatoes Snow Peas Tropical Fruit WG Roll Milk	Turkey Steamed Cabbage Baked Apples Cornbread Milk	Cheeseburger Potato Wedges Pineapples WG Bun Milk	Pasta Salad Fresh Pears WG Garlic Bread Milk
Snack-Time: _2:00 pm (Select 2 out of 4 food groups) Meat or Meat Alternate Vegetables, Fruit, or Juice Bread or Bread Alternate Milk	Wheat Thins String Cheese	Graham Crackers Milk	Fresh Blueberries Go-Gurt- Yogurt Squeeze	Graham Crackers Cubed cheese	WG Fish Crackers Apple Juice

Week 3 Menu

Meal Components	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast-Time: _8:30 a.m._ Fruit Cereal or Bread/Bread Alternate & Milk	Chex Fresh Peaches Milk	WG Pancake Fresh Blueberries Milk	Grits Mango Milk	Kix Fresh Strawberries Milk	Sandwich Egg Round Mandarin Oranges Milk
Lunch - Time: _11:30 am_ Meat or Meat Alternate Vegetable and Fruit (2 Veg/fruit or 1 veg & 1 fruit) Bread or Bread Alternate & Milk	Chicken Teriyaki Rice Steamed Carrots Pears WG Roll Milk	WG Soft Tortillas Sode Salad Sliced oranges Milk	WG Deli Sub Lettuce Pineapples Milk	Meatloaf Mashed Potatoes Green Beans Peaches WG Roll Milk	Spanish Rice/Chicken Squash Seasonal Fruit WG Roll Milk
Snack-Time: _2:00 pm (Select 2 out of 4 food groups) Meat or Meat Alternate Vegetables, Fruit, or Juice Bread or Bread Alternate Milk	Graham Crackers Orange Juice	Pears Milk	Sliced Apples String Cheese	Fresh Blueberries Go-Gurt-Yogurt Squeeze	Ham Tortilla Roll

Week 4 Menu

Meal Components	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast-Time: _8:30 a.m._ Fruit Cereal or Bread/Bread Alternate & Milk	Cheerios Mango Milk	WG Cinnamon Toast Bananas Milk	Grits Peaches Milk	WG Banana Muffin Oranges Milk	WG Pancakes Strawberries Milk
Lunch - Time: _11:30 am_ Meat or Meat Alternate Vegetable and Fruit (2 Veg/fruit or 1 veg & 1 fruit) Bread or Bread Alternate & Milk	Chicken Soup Steamed Carrots Fruit Cocktail WG Crackers Milk	Salisbury Steak Peas & Carrots Mandarin oranges WG Roll Milk	Turkey Seasoned Greens Chilled Cinnamon Apples WG Roll Milk	Chicken Patty Squash Pineapples WG Bun Milk	Chili (No heat) WG Grilled Cheese Peaches Milk
Snack-Time: _2:00 pm (Select 2 out of 4 food groups) Meat or Meat Alternate Vegetables, Fruit, or Juice Bread or Bread Alternate Milk	WG Crackers Cubed Cheese	WG Goldfish Crackers Pineapple Juice	Fresh Blueberries WG Muffin	Sliced Cucumbers Ranch Cup Milk	Wheat Thins String Cheese