Child Nutrition Programs

Request for Proposal

Fixed-Price Formal Catering Contract

School Food Authority (SFA) Name: Pima Partnership Academy; Pima Partnership School, The Arizona Collegiate High School

Solicitation/RFP Number: 0821-2022-2023
Solicitation Release Date: May 23, 2022

Pre-Offer Conference Date: N/A
Pre-Offer Conference Time: N/A
Pre-Offer Conference Location: N/A

Solicitation Due Date: June 23, 2022
Solicitation Due Time: 4 p.m.
Submittal Location: 25 E Drachman St Tucson AZ 85705

Offer Opening Date: June 23, 2022
Offer Opening Time: 8 a.m.
Offer Opening Location: 25 E Drachman St Tucson AZ 85705

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

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

SFA Procurement Officer/Contact: Dorothy M. Ohman
Procurement Officer/Contact Phone Number: 520-405-9834
Procurement Officer/Contact E-Mail Address: dohman@thepartnership.us

OFFER AND AWARD
Solicitation/RFP Number: 08-21-2022-2023

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

Company Name	Name of Person Authorized to Sign Offer
Street Address	Title of Authorized Person
City State Zip Code	Signature of Authorized Person Date of Offer

Telephone Number:_____ Facsimile Number:_____

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

Offeror's Federal Employer Identification Number:_____

Offeror's DUNS Number:_____

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

ACCEPTANCE OF OFFER AND AWARD

0821-2022-2023

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

This Contract shall henceforth be referred to as Contract Number **0821-2022-2023.**

Signature	Date
Printed Name	Title

SFA Name: Pima Partnership Academy; Pima Partnership School, The; Arizona Collegiate High School

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Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

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Section 1
Scope of Work

BACKGROUND

Pima Partnership Academy; Pima Partnership School, The, Arizona Collegiate High School, hereby referred to as the School Food Authority (SFA), seeks to contract with a Caterer to prepare and deliver specified meals under the: **National School Lunch Program (NSLP), School Breakfast Program (SBP)**

The SFA is a **charter** school with **3** sites and approximately **80** students in grades 6-8 and **150** in grades 9-12 at each high school. It serves approximately **700** meals daily and requires catering services for the upcoming school year. The Caterer must follow the United States Department of Agriculture (USDA) regulations regarding contracting for the Child Nutrition Programs.

This Request for Proposal (RFP) is intended to provide a basis for selection of a Caterer. The selected Caterer shall be responsible for the delivery of meals **INCLUSIVE** of milk and shall bring meals that comply with the requirements of the programs listed in the Background Section of this Agreement.

The meals will be delivered in **BULK** form. The Caterer shall transport the meals to the site location(s) on the day(s) and times(s) listed in Exhibit H. The SFA **WILL** need a server.

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

School Food Authority (SFA) Responsibilities:

A. The SFA will adhere to the following Code of Federal Regulations (CFR) in the oversight of the food service program.

(1) The SFA shall adhere to the procurement standards specified in 7 CFR 210.21 when contracting with a Caterer. [2 CFR 200.319]

(2) The SFA shall ensure that the food service operation is in conformance with the SFA's agreement under the program.

(3) The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the food service operation, as well as, the prices charged to the children for meals.

(4) The SFA shall retain signature authority on the Food Program Permanent Service Agreement, Free and Reduced-Price Policy statement, and claims. [7 CFR 210.21(b)]

(5) The SFA shall retain control of the quality, extent, and general nature of the food service, including counting and claiming meals. [7 CFR 210.21(b)]

(6) The SFA shall monitor all meals to ensure the meals are in conformance with program regulations.

(7) The SFA shall maintain responsibility for the application process for all free and reduced-price meals and shall establish and notify parents and guardians of program criteria for eligible students. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by USDA regulations. The SFA will ensure that no child is discriminated against on the basis of race, color, national origin, age, sex, or disability. Both the SFA and the Caterer shall be responsible for protecting the anonymity of students receiving free or reduced-price meals. [7 CFR 245.6]

(8) The SFA shall obtain written approval of requests for proposals (RFP) before their issuance. The SFA must incorporate all Arizona Department of Education (ADE) required changes to its solicitation documents before issuing those documents.

(9) The SFA shall ensure that ADE has reviewed and approved the contract terms and that the SFA has incorporated all ADE required changes into the contract or amendment before any contract or amendment is executed. Any changes made by the SFA to the prototype contract must be approved in writing by ADE before the contract is executed. When requested, the SFA must submit all procurement documents by the due date set by ADE.

(10) Every school year, prior to February 1, the SFA with more than one school shall perform no less than one on-site review of the lunch counting and claiming system and the readily observable general areas of review as identified under 7 CFR 210.18(h) in each school operating the National School Lunch Program (NSLP) and 50% of schools operating the School Breakfast Program (SBP) under its jurisdiction. In addition, schools operating Breakfast in the Classroom (BIC) are encouraged to observe as many classrooms as they deem necessary. While the annual requirement is to complete 50% of the schools approved to participate in the SBP in the SFA's jurisdiction, each school approved to participate in the SBP must be reviewed at least once every two years. If the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action; and, within forty-five (45) days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the State agency under 7 CFR 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price and paid lunches, respectively, served for each day of operation. [7 CFR 210.8(a)(1)]

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

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

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

METHOD OF APPROACH AND IMPLEMENTATION PLAN

1. Food Purchase Specifications.

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

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

B. The Caterer must describe the methodology it will use to credit the market value of the USDA Foods/DoD Fresh *received* on the invoice. **The Caterer shall provide a sample invoice in the proposal that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements.**

2. Buy American Provision.

A. The Caterer will purchase, to the maximum extent practicable, domestic commodities or products for Program meals in accordance with 7 CFR 210.21(d) and 7 CFR 220.16(d).

B. A "domestic commodity or product" is defined as one that is either produced in the U.S. and its territories or is processed in the U.S. and its territories substantially using agricultural commodities that are produced in the U.S. and its territories. [7 CFR 210.21(d)]

C. The SFA and the Caterer shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities.

D. This provision applies to all food purchases paid from the nonprofit school food service account.

E. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.

(1) Exceptions include:

(a)The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, or

(b)Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

(2) To be considered for the alternative or exception, the request must be submitted in writing to a designated official of the SFA, a minimum of **7** days in advance of delivery. The request must include the:

(a)Alternative substitute(s) that are domestic and meet the required specifications:

(i)Price of the domestic food alternative substitute(s); and

(ii)Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(b)Reason for exception: limited/lack of availability or price (include price):

(i)Price of the domestic food product; and

(ii)Price of the non-domestic product that meets the required specification of the domestic product.

(3) Buy American exceptions must be kept on file for review.

3. Meal Pattern and Menu Preparation/Approval.

A. The Caterer shall assure that each meal provided to the SFA under this Agreement meets the minimum requirements for reimbursable meals that meet nutrition standards stated in section 201 of the Healthy, Hunger-Free Kids Act of 2010 (Pub. L. 111-296, HHFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b). Refer to Exhibits A - E for meal pattern requirements.

B. The Caterer must follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR 210.10 for NSLP and 7 CFR 220.8 for SBP. The meal shall include the following components: fruits, vegetables, grains, meat/meat alternates, and fluid milk. If the SFA participates in SFSP, the Caterer shall meet the requirements of 7 CFR 225.

C. The Caterer shall ensure that At-Risk afterschool snacks meet the meal pattern requirements for snacks in 7 CFR 226.20(b)(6) and/or 7 CFR 226.20(c)(4). At-Risk afterschool meals must meet the meal pattern requirements for meals in 7 CFR 226.20(b)(6) and/or 7 CFR 226.20(c)(1), (c)(2), or (c)(3), 7 CFR 210.10, or 7 CFR 220.8.

D. The Caterer shall provide reimbursable meals to meet the appropriate calorie and nutrient levels for the ages/grades of the children.

E. The Caterer shall plan and produce at least enough food to offer each child the minimum quantities under the meal pattern.

F. The Caterer must select a cooking method to produce healthy food which meets the standards of the Child Nutrition Program.

G. The Caterer shall provide the SFA, for approval, a proposed cycle menu for the designated operation period developed in accordance with the meal pattern requirements for the programs listed in the Background Section of this agreement. The Caterer must adhere to the approved proposed cycle menu. ***Complete Attachment 6.3 for each program***.

H. The Caterer shall provide successive cycle menus that offer the same level of quality, variety, and nutritional value as the cycle menu submitted with this proposal.

I. Any changes to the menu made after SFA approval must be agreed upon by the SFA and documented on the menu records. The SFA shall notify the Caterer in writing within **7 business days** of receipt of the next period's proposed cycle menu, of any changes, additions, or deletions. Menu items may be adjusted in writing by the mutual consent of both parties.

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

(1) A monotonous diet resulting from items served frequently or the similarity to other items,

(2) The nutritional needs of the students,

(3) Susceptibility to spoilage, or

(4) Excessive waste resulting from unpopularity of items with students.

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

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

4. Applying a Geographical Preference Option. 7 CFR 210.21(g

Section 2
Special Terms and Conditions

1. Definition of Terms.

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

A. "ADE" means the Arizona Department of Education.

B. "ASCS" means After School Care Snack.

C. "CACFP" means Child and Adult Care Food Program.

D. "Caterer" means a company that will provide offsite food preparation and the delivery of meals to the SFA.

E. "CFR" means Code of Federal Regulations.

F. "CN" means Child Nutrition.

G. "Contractor" means any person who has a contract with the SFA**.**

H. "FNS" means Food Nutrition Services.

I. "NSLP" means National School Lunch Program.

J. "Procurement Officer" means the person duly authorized by the SFA to enter into and administer Contracts, direct contract changes, and make written determinations with respect to this Contract.

K. "SBP" means School Breakfast Program.

L. "SFA" means School Food Authority.

M. "Solicitation" means the Request for Proposal (RFP).

N. "SFSP" means Summer Food Service Program (Simplified).

O. "Sponsor" means the same as "Arizona Schools", but also includes nonprofit ownership's participating in the educational system of the State, public, or nonprofit residential childcare institution (RCCI) which operates principally for the care of children.

P. "USDA" means United States Department of Agriculture.

Contract:

2. Contract Term.

A. The term of this Contract shall commence on the date the SFA signs the Offer and Award Form, signifying the SFA's acceptance of the Caterer's proposal, but no earlier than **July 1, 2022**. The contract will remain in effect for a term of up to twelve (12) months, unless terminated, canceled, or extended as otherwise provided herein, but will run no later than **June 30, 2022**.

B. The contract must be up to one (1) year with the option to have four (4) additional one-year extensions.

C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.

3. Contract Termination.

A. The contract may be terminated for cause and for convenience by the SFA. [Appendix II to 2 CFR 200(B)]

B. Either party may cancel for cause with thirty (30) days written notification.

C. The SFA may cancel the contract under the Arizona Revised Statues 38-511 (Cancellation for conflict of interest www.azleg.state.az.us/ars/38/00511.htm) for a violation of that statute. This notice complies with the requirements of that statute.

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

Financial:

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

6. Invoicing/Payment.

A. No payment shall be made for meals that are spoiled or unwholesome at the time of service, do not meet specifications developed by the SFA for each food component specified in 7 CFR 210.10 , or do not otherwise meet the requirements of this Agreement.

B. No deduction in payment shall be made by the SFA unless the SFA notifies the Caterer in writing within forty-eight (48) hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.

C. The Caterer shall present to the SFA an invoice accompanied by reports no later than the **10** day of each **MONTH** which itemizes the previous delivery (no more than thirty (30) days).

D. The caterer agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this contract. In cases of nonperformance or noncompliance on the part of the Caterer, the Caterer shall pay the SFA for any excess costs the SFA incurs by obtaining meals from another source.

E. The SFA shall pay the Caterer by the **15th** day of each **MONTH** the full amount as presented on the itemized invoice (no more than thirty (30) days).

F. The SFA shall notify the Caterer within forty-eight (48) hours of receipt of any discrepancy in the invoice.

G. The SFA shall pay the Caterer for all meals delivered when due in accordance with the contract. If the SFA does not make a payment when due, no interest can be paid to the Caterer from the Child Nutrition Program.

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

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

8. Pricing Adjustments.

A. Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal.

B. The SFA will retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals in compliance with Paid Lunch Equity and adult meals.

C. The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. Any requested increase(s) shall be based on a cost increase to the Caterer that was clearly unpredictable at the

time of the Offer and is directly correlated to the price of the services contractually covered. A price increase adjustment should be based on a measurable index such as the Consumer Price Index for All Urban Consumers and shall only be considered at the time of a Contract Extension (Renewal) and shall be a factor in the extension review process.

D. All written requests for price adjustments made by the caterer shall be initiated at least ninety (90) calendar days in advance of any desired price increase. The ninety (90) calendar days advance notice is required to allow the Procurement Officer sufficient time to make a fair and equitable determination to any such request. The Procurement Officer shall determine whether the requested price increase or an alternate option is in the best interest of the SFA.

Program:

9. Administrative Review (AR). The Caterer shall meet all Administrative Review (AR) requirements. The Administrative Review (AR) is a comprehensive evaluation of school meals programs by the Arizona Department of Education (ADE) of SFAs participating in the NSLP and SBP and includes both Critical and General Areas of Review to assess compliance with regulations and policies applicable to these programs. The Caterer shall provide accurate Administrative Review (AR) information to the SFA and the ADE to ensure that the meal pattern is executed per the regulations.

10. Food Service. The Caterer will not offer a la carte food service unless free, reduced, and full price reimbursable meals are offered to all eligible children.

11. HACCP.

A. The Caterer shall ensure compliance with a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance for developing a process approach to HACCP. [Public Law 108-265] The Caterer will ensure compliance with site-specific written food safety plans based on HACCP.

B. The Caterer shall provide the SFA, upon request, evidence of daily worksheets that detail Hazard Analysis and Critical Control Point (HACCP) compliance from receipt to delivery of the finished product. [7 CFR 210.13(c)]

12. Health Certification and Safety.

A. The SFA will maintain applicable health certification and assure that all State and local regulations are being met by the Caterer.

B. The SFA must have two (2) Food Safety inspections completed every school year at the site(s) where meals are served.

C. The Caterer shall have State or local health certification for any facility outside the school in which it prepares meals and the Caterer shall maintain this health certification for the duration of the contract.

D. The Caterer must have two (2) Food Safety inspections completed at each location in which meals are prepared. The Caterer shall provide the SFA with copies of the current health inspections. The Caterer also agrees to notify the SFA of the results of any health inspection that is made during the duration of this agreement.

E. The Caterer shall be responsible for maintaining the premises, equipment, and facilities in a condition satisfactory to the SFA. The Caterer shall adhere to the standards of cleanliness and sanitary practices as required by the Health Department, the School Board standards, and USDA standards to ensure continual sanitation in all functions and matters related to the food service program.

F. The Caterer shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety requirements. [7 CFR 210.9(b)(14)]

G. The Caterer shall assure that all food is properly stored, prepared, packaged, and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated.

13. Licenses.

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

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

14. Meal Accommodations.

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

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

15. Meal Charge Policy. USDA Memo SP 23-2017.

A. The SFA is required to have in place a written and clearly communicated system to address meal charges. The policy, or standard practice, must consist of a written document explaining how the SFA will handle situations where children eligible to receive reduced or paid meals do not have money in their account or in hand to cover the cost of their meal at the time of service. The policy or standard practice must be implemented throughout the SFA.

B. The SFA must ensure the policy is provided in writing to all households at the start of each school year and to households transferring to the school or district during the school year. The policy must also be provided to all SFA staff responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and staff involved in enforcing any other aspects of the meal charge policy.

16. Meal Delivery.

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

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

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

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

17. Meal Estimates.

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

B. The Caterer shall allow the SFA to increase or decrease the number of meal orders, as needed.

C. The SFA shall notify the Caterer in writing of necessary increases or decreases in the number of meal orders within 12 hours of the scheduled delivery time.

D. Errors in meal order counts made by the SFA shall be the sole responsibility of the SFA.

18. Menu Records and Documentation.

A. The Caterer shall maintain full and accurate records/production worksheets that document:

(1) The menus provided to the SFA during the term of the contract,

(2) A listing of all components of each meal, and

(3) An itemization of the quantities and portion sizes of each component used to prepare each meal.

B. The Caterer shall provide the SFA with copies of all documentation.

C. The Caterer agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide when calculating and recording the quantity of food prepared for each meal. The Caterer shall also maintain and make available:

(1) Recipes, Nutrition Facts labels, Product Specifications, and any necessary Child Nutrition (CN) labels or product specification sheets related to the menus served,

(2) Such cost records as invoices, receipts, or other documentation that exhibit the purchase, or otherwise availability to the Caterer, of the meal components and quantities itemized in the meal production records, and

(3) On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the SFA. Meal count documentation shall include the number of meals requested by the SFA in writing.

D. The SFA shall assure production records are being completed daily and kept on file. A separate record must be kept for breakfast and lunch. The SFA shall ensure the requirements of 7 CFR 210.10(a)(3) are included.

19. NSLP and SBP Nutrition Standards. The Caterer shall provide meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The Caterer must follow a Food-Based Menu Planning (FBMP) meal pattern as described in 7 CFR 210.10 for NSLP and 7 CFR 220.8 for SBP. The meal shall include the following components: fruits, vegetables, grains, meat/meat alternates, and fluid milk. The Caterer shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements

20. Program Compliance. The SFA shall assure that the Caterer has a copy of 7 CFR 210.10, the Meal Pattern that is to be followed; the USDA Team Nutrition Menu Planner and Food Buying Guide; the Arizona Nutrition Standards pursuant to Arizona Revised Statute 15-242 effective July 1, 2006; the Competitive Food Standards ("Smart Snacks"); and all other technical assistance materials pertaining to the food service requirements of the programs listed in the Background Section of this Agreement. The SFA will, within twenty-four (24) hours of receipt from ADE Health and Nutrition, advise the Caterer of any changes in the food service requirements.

21. Program Regulations. The Caterer shall be in conformance with the applicable portions of the SFA's Permanent Food Service Agreement under the program. The Caterer will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250.

22. Records.

A. These records are subject to inspection or audit by representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The Caterer shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S 35-214).

B. If the SFA participates in a provision program, the records must be maintained for five (5) years past the end of the provision cycle.

C. The Caterer shall provide accurate Procurement Review information to the SFA and ADE to ensure that the contract is being executed per the regulations.

23. SFA Representative Duties.

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

B. The SFA shall assure the Caterer that the SFA representative will be trained and knowledgeable in the record keeping and meal requirements of the programs listed in the Background Section of this agreement and with local health and safety codes.

24. SFA Specific Responsibilities.

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

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

General Terms:

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

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

27. Byrd Anti-Lobbying Amendment. Pursuant to 31 USC 1352, the Caterer must submit a Certification Regarding Lobbying and Disclosure of Lobbying Activities which conforms in substance with the language provided in Appendix II to 2 CFR 200(I). Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, and U.S. Code. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions. Pursuant to 31 USC 1352, the Caterer must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. [Appendix II to 2 CFR 200(I)] ***A new certification is required for each renewal period - Complete Attachment 6.13 pages 1 and 3***.

28. Certificate of Independent Price Determination.

A. The Caterer admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion. ***A new certification is required for each renewal period – Complete Attachment 6.12.***

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

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

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

29. Civil Rights Compliance. The Caterer shall ensure compliance that in the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs; Executive Order 13166; Sections VII, XII and Appendix B, USDA Guidance on Services for Persons with LEP; and Department of Agriculture regulations on nondiscrimination. [7 CFR 210.23(b)]

30. Claim Liability.

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

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

C. The Caterer accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods/DoD Fresh. In the event the SFA is assessed a fine or penalty, as the result of an unsatisfactory or failed food service audit, the Caterer shall be responsible for paying one hundred percent (100%) of the fine or penalty as a result of negligence on behalf of the Caterer.

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

E. The SFA shall promptly notify the Caterer in writing of any claims against the Caterer or the SFA and, in the event a suit is filed, shall promptly forward to the Caterer all papers in connection therewith. The Caterer shall not incur any expense or make any settlement without the SFA's consent. However, if the Caterer refuses or neglects to defend any such suit, the SFA may

defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Caterer.

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

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

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

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

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

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

B. The prospective lower tier participant (Caterer) agrees, by signing the Offer and Award form, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

38. E-Verify Requirement.

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

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

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

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

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

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

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

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

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

(1) Commercial General Liability – Occurrence Form

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

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

(a) The policy shall be endorsed to include the following additional insured language: **Pima Partnership Academy; Pima Partnership School, The; Arizona Collegiate High School**, ***its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."***

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

(2) Business Automobile Liability

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

- Combined Single Limit (CSL) $1,000,000

(a) The policy shall be endorsed to include the following additional insured language: **Pima Partnership Academy; Pima Partnership School, The; Arizona Collegiate High School**, ***its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired, or borrowed by the Contractor."***

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

(3) Workers' Compensation and Employers' Liability

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

Employers' Liability	**Statutory**
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000

Disease – Policy Limit $1,000,000

(a) Policy shall contain a waiver of subrogation against the SFA, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
(b) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:
(1) The SFA, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this contract.
(2) The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
(3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

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

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

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

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

Optional Programs:

45. USDA Foods/DoD Fresh N/A

46. Simplified Summer Food Program N/A

47. Child and Adult Care Food Program (CACFP) Only. N/A

Section 3
Uniform Terms and Conditions

1. Definition of Terms.

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

A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

D. “Contractor” means any person who has a Contract with the SFA.

E. “Days” means calendar days unless otherwise specified.

F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

H. “Offer” means bid or proposal.

I. “Offeror” means a vendor who responds to the Solicitation.

J. “Procurement Officer” means the person, or their designee, duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract.

K. “SFA” means School Food Authority.

L. “Solicitation” means a Request for Proposal (RFP).

M. “Solicitation Amendment (or Addendum)” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

N. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

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

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

4. Confidential/Proprietary Information.

A**.** Confidential information request. If the Caterer believes that its Offer contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the SFA of this fact shall accompany the Offer on Attachment 6.15. The SFA shall review the statements on Attachment 6.15 and shall determine in writing whether the information shall be withheld. If the SFA determines to disclose the information, the SFA shall inform Offeror in writing of such determination. ***Complete Attachment 6.15.***

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

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

5. Contract Administration and Operation.

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

B. Non-Discrimination: The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall not

discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, marital or family status, national origin, veteran's status, sexual preference, or religion. The Caterer agrees to comply with all applicable Federal and State laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal employment opportunity.

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

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

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

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

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

6. Contract Changes.

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

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

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

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

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

8. Contract Interpretation.

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

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

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

(1) Renewals and Amendments

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

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

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

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

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

9. Contract Termination.

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

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

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

D. Termination for Convenience: The SFA reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the SFA without penalty recourse. Upon receipt of the written notice, the contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the SFA. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be delivered to the SFA. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default:

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

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

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

(2) Upon termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be delivered to the SFA.
(3) The SFA may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this contract. The contractor shall be liable to the SFA for any excess costs incurred by the SFA re-procuring the materials or services.

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

10. Contractor's Employment Eligibility.

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

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

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

11. Costs and Payments.

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

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

C. Applicable Taxes:
(1) Payment of Taxes by the SFA. The SFA will pay only the rate and/or amount of taxes identified in the Offer and in any resulting contract.
(2) State and Local Transaction Privilege Taxes. The SFA is subject to all applicable State and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
(3) Tax Indemnification. The Contractor and all Subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall, and require all Subcontractors to, hold the SFA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.
(4) IRS W-9. In order to receive payment under any resulting contract, contractor shall have a current I.R.S. W-9 Form on file with the SFA. ***Complete Attachment 6.16.***

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

12. Fingerprint Checks.

A. In accordance with A.R.S §15-512(H), a contractor, subcontractor, or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

B. Contractor, subcontractors, vendors, and their employees shall not provide services on SFA properties until authorized by the SFA.

C. Contractor shall comply with the Governing Board's fingerprinting policies of the SFA.

13. Gift Policy. The SFA will not accept gifts, gratuities, or advertising products from vendors. The SFA has adopted a zero-

tolerance policy concerning vendor gifts. The SFA may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

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

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

16. Israel Boycott Certification. By signing this Offer, the Offeror affirms that the Offeror is not currently engaged in, and will not for the duration of this contract, engage in a boycott of Israel as defined by A.R.S. §35-393.01.

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

18. Risk and Liability.

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

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

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

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

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

D. Force Majeure:

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

(2) Force Majeure shall not include the following occurrences:
(a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
(b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
(c) Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
(3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results, or effects of such delay prevent the delayed party from performing in accordance with this contract.
(4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

19. SFA Contractual Remedies. Appendix II to 2 CFR 200(A)

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

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

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

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

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

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

21. Warranties.

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

B. Quality: Unless otherwise modified elsewhere in these terms and conditions, the contractor warrants that for one year after acceptance by the SFA of the materials or services, they shall be:
(1) Of a quality to pass without objection in the trade under the contract description,
(2) Fit for the intended purposes for which the materials or services are used,
(3) Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units,

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

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

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

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

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

G. Survival of Rights and Obligations after Contract Expiration or Termination:
(1) Contractor's Representations and Warranties: All representations and warranties made by the contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as provided in A.R.S. 12-529, the SFA is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
(2) Purchase Orders: The contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

Section 4
Special Instructions to Offeror

1. Definition of Terms.
As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
A. "ADE" means the Arizona Department of Education.

B. "Department" means the Arizona Department of Education.

C. "Caterer" means the vendor who is providing meals.

D. "SFA" means School Food Authority.

E. "Offeror" means a caterer who responds to a Solicitation.

E. "Solicitation" means a Request for Proposal (RFP).

2. Authorized Signature.
A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner, or Corporate Officer duly authorized to sign contractual Agreements. Additionally, if requested by SFA, disclosure of ownership information shall be submitted.
(1) Privately Owned: The Owner must sign the contract.
(2) Partnership: A Partner must sign the contract.
(3) Corporation: A Corporate Officer must sign the contract.

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

2. Pre-Offer Conference. N/A

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

4. Offer Format and Content.

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

B. If the Offeror finds it necessary to take exception to any of the requirements specified in this Solicitation, such exceptions shall be clearly indicated on **Attachment 6.14** of the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the SFA thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated on the attachment.

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

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

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

F. Required Information. Attachments 6.1 through 6.18 shall be submitted concurrent with and as part of the Offer.

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

(1) **Section One** of the Offer shall be titled **Executive Summary.** This section shall provide a summary narrative and shall also include:
- (a) a signed copy of the Offer and Award Form,
- (b) a signed Certificate of Independent Price Determination (Attachment 6.12), and
- (c) a copy of the license to operate.

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

(3) **Section Three** of the Offer shall be titled **Method of Approach and Implementation Plan.** This section shall provide a narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems, and proposed plans of action. This section shall specifically address or include:
- (a) Provide answers to the questions requested in Attachment 6.2, *Purchasing and Supplier Information.*
- (b) Provide 21-day cycle menus that shall meet the USDA requirements. The information should be provided on Attachment 6.3.
- (c) Provide answers to the questions requested in Attachment 6.4, Safety, *HACCP, and Quality Control Measures.*
- (d) Provide answers to the questions requested in Attachment 6.18, *Offeror's Farm to School/Local Grown Purchasing Information. **N/A***

(4) **Section Four** of the Offer shall be titled **Experience, Expertise, and Reliability** and shall provide information which reflects the Offeror's experience and reliability. This section shall specifically address or include:
- (a) Provide the information requested in Attachment 6.5, *Qualifications of Offeror*.
- (b) Provide the information requested in Attachment 6.6, *Offeror's References*.
- (c) Provide the information requested in Attachment 6.7, *Offeror's Discontinued or Terminated Services*.
- (d) Provide the information requested in Attachment 6.8, *Offeror's Catering Company Information.*
- (e) Provide the information requested in Attachment 6.9, *Offeror's Adherence to Federal Guidelines*.
- (f) Provide the information requested in Attachment 6.10, *Offeror's Approach to USDA Foods/DoD Fresh*, along with a sample invoice. ***N/A***
- (g) Provide the information requested in Attachment 6.11, *Offeror's Server information*.

(5) **Section Five** of the Offer shall be titled **Required Forms** and shall include the following:
- (a) Provide a signed copy of the Certification Regarding Lobbying, Attachment 6.13 (pages 1 & 3).
- (b) Provide a signed copy of the Deviation and Exceptions Form, Attachment 6.14.
- (c) Provide a signed copy of the Confidential/Proprietary Form, Attachment 6.15.
- (d) Provide a signed copy of the IRS W-9 Form, Attachment 6.16.

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

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

B. Step Two – Evaluation.

(1) The SFA will evaluate the offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work using the ADE RFP Evaluation Rubric.

(2) Oral Presentation Option N/A

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

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

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

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

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

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

(1) **Pricing:** Demonstrated capability to meet the needs of the SFA food operations using the best cost-effective method. Also, the Offeror must meet the pricing information as described in the Pricing Section. (Weight – 37%)

(2) **Method of Approach and Implementation Plan:** Demonstrated capability to meet the needs of the SFA food operation service as described in the Method of Approach and Implementation Plan section of the Scope of Work. This shall include information on how Offeror plans on conducting business in the SFA. (Weight – 35%)

(3) **Experience, Expertise, and Reliability:** Demonstrated experience in operating a food service operation in an SFA. This can be Arizona experience, or another food service program, and may include evaluation of references submitted. (Weight – 28%)

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

Section 5
Uniform Instructions to Offeror

1. Definition of Terms.

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

A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes to the contract.

D "Contractor" means any person who has a contract with the SFA.

E. "Days" means calendar days unless otherwise specified.

F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

G. "Caterer" means vendor who is providing meals.

H. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

I. "Offer" means the bid or proposal.

J. "Offeror" means a vendor who responds to a Solicitation.

K. "Procurement Officer" means the person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or his or her designee.

L. "Responsible Offeror" means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.

M. "Responsive Offeror" means the Offeror who submits a Proposal that conforms in all material respects to this Request for Proposal, Instruction to Offerors, and the Plans and Specifications which are incorporated herein by this reference.

N. "SFA" means School Food Authority.

O. "Solicitation" means a Request for Proposal (RFP).

P. "Solicitation Amendment (or Addendum)" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

Q. "Subcontract" means any contract, express or implied, between the Contractor and another other party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the contract.

2. Inquiries.

A. Duty to Examine: It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the offer due date and time nor shall it give rise to any contract claim.

B. Solicitation Contact Person: Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

C. Submission of Inquiries: The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry as it may then be identified as an Offer and not be opened until after the offer due date and time.

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

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

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

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

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

3. Offer Preparation.

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

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

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

D. Exceptions to Terms and Conditions: All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer (Attachment 6.14) in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

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

F. Cost of Offer Preparation: The SFA will <u>not</u> reimburse any Offeror the cost of responding to a Solicitation.

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

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

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

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

are the sole responsibility of the Offeror.

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

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

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

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

4. Submission of Offer.

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

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

C. Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by the SFA. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the SFA. If an Offeror believes that information in its Offer should remain confidential, it shall complete and submit Attachment 6.15 with the Offer detailing the confidential and proprietary information and the reasons the information should not be disclosed. The SFA and ADE shall make a determination on whether the information on Attachment 6.15 is confidential pursuant to the Procurement Code.

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

(1) The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been, nor will not be, disclosed directly or indirectly to any other Offeror or to any competitor; no attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
(2) It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, State, and local laws and executive orders regarding employment; and

(3) By submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
(4) By submission of this offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative

Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

5. Additional Offer Information.

A. Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. Taxes: All applicable taxes in the Offer will be considered by the SFA when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes, which are obligations of Offerors in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

C. Late Offers: A submitted Offer received after the exact offer due date and exact time shall be rejected except under the circumstances set forth in A.A.C R7-2-1044. The time clock in the SFA's office is the official time, without exception.

D. Disqualification: The Offer of an Offeror who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for **ninety (90) Days**. If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.

F. Payment: Payments shall comply with the requirements of A.R.S. 35.342, Net 30 days. Upon receipt and acceptance of goods or services, the contractor shall submit a complete, detailed, and accurate invoice, including all rebates, credits, and discounts for payment within thirty (30) days.

G. Waiver and Rejection Rights: Notwithstanding any other provision of the solicitation, the SFA reserves the right to:
(1) Waive any minor informality,
(2) Reject any and all offers or portions thereof, or
(3) Cancel a solicitation.

6. Award.

A. Number or Types of Awards: Where applicable, the SFA, reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the SFA. If the Procurement Officer determines that an aggregate award to one Offeror is not in the SFA's interest, "all or none" Offers shall be rejected.

B. Contract Commencement: An Offer does not constitute a contract, nor does it confer any rights on the Offeror to the award of a contract. A contract is not created until the Offer is accepted in writing by the SFA with an authorized signature of the Offer and Award Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

C. Effective Date: The effective date of this contract shall be the date that the Procurement Officer signs the Offer and Award Form or other official contract form, unless another date is specifically stated in the contract. (No earlier than July 1, 2022)

D. Governing Board Approval: Final acceptance for the SFA will be contingent upon the approval of their Governing Board, if applicable.

7. Protests.

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

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

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

D. A protest must include:

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

Section 6
Attachments

Attachment 6.1 – Fixed-Price Contract Pricing Summary
Include in Section 2: Pricing

The Caterer will be paid at a fixed rate per meal. Credits for USDA Foods/DoD Fresh received will be listed on the monthly invoice as separate line items.

Fixed Fee Pricing Summary

The Caterer Pricing for the Programs listed in the Scope of Work:

Fixed Price Per Meal:

SFP Breakfast $ _____

NSLP Lunch $ _____

Attachment 6.2 - Purchasing and Supplier Information
Include in Section 3: Method of Approach and Implementation Plan

1. Describe how you will keep costs low and quality high by purchasing all food and non-food items at the lowest price while maintaining quality (including the specification items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time) when preparing and serving a variety of wholesome and nutritious meals for the SFA's students, faculty, staff, and employees. Give an example using a specific item purchased.

2. List all the suppliers you will use during the term of the contract.

3. Describe how you will meet the USDA "Buy American" provision. *(See Section 1, Scope of Work, Method of Approach and Implementation Plan #2 for details)*

4. Describe your understanding of the Buy American Provision Exceptions and how you will work with the SFA to stay in compliance with the regulation.

Attachment 6.3 - 21-Day Cycle Menus
Include in Section 3: Method of Approach and Implementation Plan

Breakfast (SBP) menus must follow the meal pattern requirements in 7 CFR 220.8. *See Exhibit A*

Lunch (NSLP) menus must follow the meal pattern requirements in 7 CFR 210.10. *See Exhibit B*

CACFP menus must follow the meal pattern requirements in 7 CFR 226.20. *See Exhibit E*

Monday	Tuesday	Wednesday	Thursday	Friday

Attachment 6.4 – Safety, HACCP, and Quality Control Measures
Include in Section 3: Method of Approach and Implementation Plan

1. Describe how you will comply with the Hazard Analysis and Critical Control Point (HACCP) principles or meet the USDA guidance for developing a process approach to HACCP. (Public Law 108-265) Refer to the ADE website: https://www.azed.gov/hns/nslp/foodsafety/. If using the ADE Food Safety Plan template, how have you customized it to meet the needs of a comparable SFA?

2. Describe the "Quality Control" process you will perform when delivering meals to the SFA.

3. Describe your delivery vehicle, including how hot foods are kept hot and cold foods are kept cold.

4. Describe how you will monitor and document temperatures of menu items prior to transport, upon arrival, and at the time of serving.

5. Describe how you will ensure a temperature log for each menu item served will be completed daily and maintained.

6. List any Safe food handling, ServSafe, or Food Handler's certifications held by your staff.

Please attach the following:

7. Attach a copy of your recent State or local "Permit to Operate" for the facility which you prepare the meals.

8. Attach a copy of your past two (2) food safety inspection reports.

9. Attach at least one sample of a standard operating procedure from your HACCP Plan.

10. Attach at least one sample of a standardized recipe.

Attachment 6.5 - Qualifications of Offeror
Include in Section 4: Experience, Expertise, and Reliability

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

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

SFA Name	Size (# of students)	Number of Serving Locations	Current/Last Contract Start Date	Last AR - Number of Meal Pattern Findings

Attachment 6.6 - Offeror's References
Include in Section 4: Experience, Expertise, and Reliability

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

1. SFA Name _____

Address _____

Point of Contact Name and Phone # _____

Participating Programs _____

Number of Students Served _____

Length of Relationship _____

Description of Services _____

_____

2. SFA Name _____

Address _____

Point of Contact Name and Phone # _____

Participating Programs _____

Number of Students Served _____

Length of Relationship _____

Description of Services _____

_____

3. SFA Name _____

Address _____

Point of Contact Name and Phone # _____

Participating Programs _____

Number of Students Served _____

Length of Relationship _____

Description of Services _____

_____

Attachment 6.7 - Offeror's Discontinued or Terminated Services
Include in Section 4: Experience, Expertise, and Reliability

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

1. SFA Name _____

Address _____

Point of Contact Name and Phone # _____

Participating Programs _____

Number of Students Served _____

Length of Relationship _____

Reason for Termination _____

_____

2. SFA Name _____

Address _____

Point of Contact Name and Phone # _____

Participating Programs _____

Number of Students Served _____

Length of Relationship _____

Reason for Termination _____

_____

3. SFA Name _____

Address _____

Point of Contact Name and Phone # _____

Participating Programs _____

Number of Students Served _____

Length of Relationship _____

Reason for Termination _____

_____

Attachment 6.8 - Offeror's Catering Company Information
Include in Section 4: Experience, Expertise, and Reliability

1. Describe your catering company. Include the following information:

    a. Leadership background
    b. History and experience delivering Child Nutrition Programs
    c. Organizational structure

2. Describe what services your company provides that are different from others.

3. Describe your capabilities to serve the SFA. Do you have the staff and resources to provide effective service?

4. Describe the training program in place for your kitchen and serving staff.

5. Describe your catering facility. Include a description of how you maintain the premises, equipment, and storage in accordance with proper sanitation and health standards.

6. Provide a statement that there is no conflict of interest associated with the award of this contract. No one employed by the SFA is related to or has any other personal or professional relationship with the Caterer and/or his/her family.

    a. List the names, addresses and phone numbers of all members, owners, shareholders, or others with a financial interest in the Catering contract.

7. Describe the process for requesting sack lunches and how much advance notice you require.

Attachment 6.9 - Offeror's Adherence to Federal Guidelines
Include in Section 4: Experience, Expertise, and Reliability

1. Describe your understanding of the meal patterns. (single Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR 210.10 for NSLP and 7 CFR 220.8 for SBP.

2. Describe your experience with and results from Administrative Reviews. Give an example of a finding and the corrective action you provided to the SFA.

3. Describe your level of understanding of the program regulations of 7 CFR Parts 210, 220, 225, and 250.

4. Describe how you will work with the SFA to accommodate meal modifications for children with disabilities.

5. Describe your level of understanding and comfort with using the Arizona Department of Education (ADE) website for program and menu planning resources.

6. Describe your experience with completing production records and using food labels.

7. Describe your process for maintaining full and accurate required program documentation. *(See Section 2, Special Terms and Conditions #18, Menu Records and Documentation for details)*

Attachment 6.10 - Offeror's Approach to USDA Foods/DoD Fresh

Include in Section 4: Experience, Expertise, and Reliability

N/A

Attachment 6.11 - Offeror's Server Information

Include in Section 4: Experience, Expertise, and Reliability

1. Describe how many servers will be provided and what the number of servers will be based on.
2. List the times the server(s) will be scheduled at the school(s) for breakfast and for lunch?
3. Describe what the server(s) duties will be.
4. Describe the fingerprint clearance card policy and process for your servers.

Attachment 6.12 - Certificate of Independent Price Determination
Include in Section 1: Executive Summary

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

Name of Caterer _____ Name of School Food Authority _____

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

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

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

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

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

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

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

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

Signature of Caterer's Authorized Representative _____ Title _____ Date _____

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

Signature of School Food Authority Authorized Representative _____ Title _____ Date _____

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

Attachment 6.13 – Page 1
Include in Section 5: Required Documents

CERTIFICATION REGARDING LOBBYING

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

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

_____

Name/Address of Organization (Caterer)

_____

Name/Title of submitting Official

_____ _____

Signature Date

DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL

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

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

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

Attachment 6.13 – Page 3
Include in Section 5: Required Documents

DISCLOSURE OF LOBBYING ACTIVITIES

☐ Check this box if not applicable

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan guarantee ☐ e. loan insurance	☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, if known Congressional District, *if known:*	Congressional District, *if known*:
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	9. Award Amount, *if known: $*
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach continuation sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address (last name, first name, MI): (attach continuation sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify nature _____ value _____	☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), of Member(s) contracted, for payment indicated on item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:

Attachment 6.14 - Deviations and Exceptions
Include in Section 5: Required Documents

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

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

Exceptions (mark one):

_____ No exceptions

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

Page Number: _____

Section: _____

Item Number: _____

Reason: _____

Page Number: _____

Section: _____

Item Number: _____

Reason: _____

Page Number: _____

Section: _____

Item Number: _____

Reason: _____

Signature: _____ Date: _____

Attachment 6.15 - Confidential/Proprietary Form
Include in Section 5: Required Documents

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

Confidential/Proprietary Submittals (mark one):

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

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

Page Number(s): _____

Section: _____

Reason: _____

_____

Page Number(s): _____

Section: _____

Reason: _____

_____

Page Number(s): _____

Section: _____

Reason: _____

_____

Signature: _____ Date: _____

Attachment 6.16 - W-9 Form
Include in Section 5: Required Documents

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Attachment 6.17 - Statement of No Bid

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

School Food Authority (SFA): **Pima Partnership Academy; Pima Partnership School, The; Arizona Collegiate High School**

Procurement Officer: Dorothy Ohman
Procurement Officer Address: 25 E Drachman St Tucson AZ 85705
Procurement Officer Phone Number: 520-326-2628
Procurement Officer Fax Number: 520-622-1186
Procurement Officer Email Address: dohman@thepartnership.us

Company Name: _____

Address: _____

City: _____State: _____Zip: _____

Contact Name: _____ Contact Phone Number: _____

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

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements.

.

_____ Other. (Specify below)

Remarks: _____

Signature: _____ Date: _____

Attachment 6.18 - Offeror's Farm to School/Geographical Preference Option
Include in Section 3: Method of Approach and Implementation Plan
N/A

Section 7
Exhibits

5-Day Meal Pattern for SBP

School Breakfast Program

Serve Only	Offer vs. Serve (OVS)
• Minimum 3 items daily • Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain • Students must have all items on tray at POS	• Minimum 4 items daily • Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain and 1 additional item (may be grain, fruit/juice/veg, or meat/meat alternate) • Students must have at least 3 items on tray at POS, 1 item must be a ½ cup Fruit/Juice/Vegetable

Required	Grades K-5	Grades 6-8	Grades K-8	Grades 9-12	Grades K-12
Fluid milk Must offer two varieties in fat content and/or flavor. Unflavored milk must be offered.	1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
Fruit/Juice/Vegetable Juice must be 100% full-strength. No more than half weekly offering may be juice. In order to credit starchy vegetables, must serve 2 cups of vegetables from other, dark green, red/orange and/or bean/peas subgroups in same week.	1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
Whole Grain-Rich Grains Daily and weekly minimums must be met. Not required to meet weekly maximum. Flexibility to provide enriched grains so long as at least 50% of grains offered weekly are whole grain-rich.	1 oz eq (daily) 7-10 oz eq (weekly)	1 oz eq (daily) 8-10 oz eq (weekly)	1 oz eq (daily) 8-10 oz eq (weekly)	1 oz eq (daily) 9-10 oz eq (weekly)	1 oz eq (daily) 9-10 oz eq (weekly)
Optional					
Meat/Meat Alternate No daily or weekly requirement. Item counts toward weekly grain requirement when at least 1 oz eq grain is served.	0	0	0	0	0
Other Specifications: Daily Amount Based on the Average for a 5-Day Week					
Minimum – Maximum Calories (kcal)	350-500	400-550	400-500	450-600	450-500
Sodium (mg)	≤540	≤600	≤540	≤640	≤540
Saturated Fat (% of total calories)	≤10				
Trans Fat	0g/serving				

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

5-Day Meal Pattern for NSLP

National School lunch Program

Serve Only:	Offer versus Serve (OVS):
• Must PREPARE all 5 components in required amounts • At POS: Must SERVE all 5 components in minimum required amount	• Must PREPARE all 5 components in required amounts • At POS: Must TAKE at least 3 components in minimum required amount, one must be fruit or vegetable

Component Specifications: Daily and Weekly Amount Based on the Average for a 5-Day Week

	Grades	K-5	6-8	K-8	9-12	Additional Information
Fruit (cups)	Weekly (daily)	2½ (½)			5 (1)	Only 100% fruit juice is allowed and no more than half the weekly offering for the fruit component may be 100% juice.
	Serve Only: minimum amount required at POS	½			1	
	OVS: minimum amount to count at POS	½			½	
Total Vegetable (cups)	Weekly (daily)	3 ¾ (¾)			5 (1)	Only 100% vegetable juice is allowed and no more than half the weekly offering for the vegetable component may be 100% juice.
	Serve Only: minimum amount required at POS	¾			1	
	OVS: minimum amount to count at POS	½			½	
Vegetable Subgroups (cups)		Minimum weekly amounts				
Dark green		½			½	No maximum for any subgroup. *Must offer more than minimum weekly values in order to meet weekly total.* Minimum creditable amount to count towards a subgroup is 1/8 cup.
Red/Orange		¾			1 ¼	
Beans/Peas (legumes)		½			½	
Starchy		½			½	
Other		½			¾	
To meet weekly requirement, vegetables from ANY subgroup		1			1 ½	
Whole Grain-Rich Grains (oz eq)	Weekly (daily) amounts *Not required to meet weekly maximum	8-9* (1)	8-10* (1)	8-9* (1)	10-12* (2)	SFAs have the flexibility to provide enriched grains so long as *at least* 50% of grains offered weekly are whole grain-rich. No more than 2 oz eq grain-based desserts may be offered weekly.
	Serve Only and OVS: Minimum amount to count as a component at POS	1	1	1	2	
Meat/ Meat Alternate (oz eq)	Weekly (daily) amounts *Not required to meet weekly maximum	8-10* (1)	9-10* (1)	9-10* (1)	10-12* (2)	
	Serve Only and OVS: Minimum amount to count as a component at POS	1	1	1	2	
Fluid milk (cups)	Weekly (daily)	5 (1)				Offer two varieties daily (variety: fat content or flavor). Unflavored milk *must* be offered.

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5-Day Meal Pattern for NSLP

National School lunch Program

Other Specifications: Daily Amount Based on the Average for a 5-Day Week					
Grades	K-5	6-8	K-8	9-12	Additional Information
Minimum - Maximum calories (kcal)	550-650	600-700	600-650	750-850	
Sodium (mg)	*≤ 1230*	*≤ 1360*	*≤ 1230*	*≤ 1420*	*The current sodium guidelines (Target 1) were implemented SY 2014-15*
Sodium Target 2 implement in SY 2024-25	*≤ 935*	*≤ 1035*	*≤ 935*	*≤ 1080*	
Saturated fat (% of calories)	< 10				
Trans fat	Nutrition label or manufacturer spec must indicate zero grams of trans fat per serving				

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

National School Lunch Program

Afterschool Care Snack Program (ASCSP)

Reimbursement for snacks served in after school care programs is available for schools operating NSLP under the ASCSP. Snacks served under the ASCSP must meet the following meal pattern requirements.

Meal Pattern for Snack:

- **Select 2 of the 4 components to offer per snack**
- **No more than two dessert items may be served in one week**
- **It is recommended to offer larger portions for older children (ages 13-18) based on their higher total energy requirements**

Components	Ages 1-2	Ages 3-5	Ages 6-18
Fluid milk (cups)	½ cup	½ cup	1 cup
Vegetable, Fruit, or 100% Full-Strength Juice*	½ cup	½ cup	¾ cup
Grains/Breads (whole grain or enriched) Including: • Bread • Cornbread, rolls, muffins, or biscuits • Cold dry cereal (volume or weight, whichever is less) • Cooked cereal, pasta, noodle products, or cereal grains	½ slice ½ serving ¼ cup or ½ oz ¼ cup	½ slice ½ serving ⅓ cup or ½ oz ¼ cup	1 slice 1 serving ¾ cup or 1 oz ½ cup
Meat or Meat Alternates Including: • Lean meat, fish or poultry (edible portion as served) • Cheese** • Egg or yogurt • Cooked dry beans or peas*** • Peanut butter, soy nut butter or other nut or seed butters • Peanuts, soy nuts, tree nuts or seeds • Any equivalent quantities of any combination of the above meat/meat alternates	½ oz ½ oz ½ egg or ¼ cup ⅛ cup 1 Tbsp ½ oz	½ oz ½ oz ½ egg or ¼ cup ⅛ cup 1 Tbsp ½ oz	1 oz 1 oz 1 egg or ½ cup ¼ cup 2 Tbsp 1 oz

*juice may not be served when milk is served as the other component
**natural or processed only
***in the same meal service, dried beans or dried peas may only be used as a meat alternate or as a vegetable; however, such use does not satisfy the requirement for both components

Meal Pattern for SFSP (Simplified)

Summer Food Service Program

Simplified SFSP Meal Pattern for Breakfast, Lunch, Supper, & Snack:
For the purpose of this table, a cup means a standard measuring cup.

Components	Breakfast	Lunch & Supper	Snack[1]
Fluid Milk (cups)	1 cup (8 fl. oz.)[2]	1 cup (8 fl. oz.)[3]	1 cup (8 fl. oz.)[2]
Vegetable and/or Fruits Including: • Vegetable(s) and/or fruit(s) • 100% Full-Strength Juice • Any combination of vegetables(s), fruit(s), and juice	½ cup (4 fl. oz.)	¾ cup total[4]	¾ cup (6 fl. oz.)
Grains/Breads[5] Including: • Bread • Cornbread, rolls, muffins, or biscuits, etc. • Cold dry cereal • Cooked pasta or noodle product • Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads	1 slice 1 serving ¾ cup or 1 oz[6] ½ cup ½ cup	1 slice 1 serving ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 oz[6] ½ cup ½ cup
Meat or Meat Alternates Including: • Lean meat, poultry, fish or alternate protein product[7] • Cheese • Egg • Cooked dry beans or peas • Peanut butter, soy nut butter or other nut or seed butters • Peanuts, soy nuts, tree nuts or seeds • Yogurt, plain or flavored, unsweetened or sweetened • Any equivalent quantities of any combination of the above meat/meat alternates	1 oz 1 oz ½ large egg ¼ cup 2 Tbsp 1 oz 4 oz or ½ cup 4 oz or ½ cup	2 oz 2 oz 1 large egg ½ cup 4 Tbsp 1 oz = 50%[8] 8 oz or 1 cup 8 oz or 1 cup	1 oz 1 oz ½ large egg ¼ cup 2 Tbsp 1 oz 4 oz or ½ cup 4 oz or ½ cup

[1] Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
[2] Milk should be served as a beverage or on cereal or used in part for each purpose.
[3] Must be served as a beverage.
[4] Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
[5] All grain/bread items must be whole-grain or made with enriched or whole-grain meal or flour; cereal must be whole-grain, enriched or fortified.
[6] Either volume (cup) or weight (oz) whichever is less.
[7] Must meet the requirements in Appendix A of CFR Part 225.
[8] No more than 50% percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.

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

Lunch/Supper Meal Pattern for the CACFP

Child and Adult Care Food Program

All five components must be served at lunch and supper.	Flexibility: a second *different* vegetable can be served in place of the fruit component.

Food Components and Food Items	Required *minimum* serving size by age group			
	Ages 1-2	Ages 3-5	Ages 6-18*	Adults
Fluid Milk[1]	4 fl oz or 1/2 cup	6 fl oz or 3/4 cup	8 fl oz or 1 cup	8 fl oz or 1 cup[2]
Meat/Meat Alternates	1 oz	1-1/2 oz	2 oz	2 oz
Lean meat, poultry, or fish	1 oz	1-1/2 oz	2 oz	2 oz
Tofu, soy product, or alternate protein products[3]	1 oz	1-1/2 oz	2 oz	2 oz
Cheese	1 oz	1-1/2 oz	2 oz	2 oz
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, soy nut butter, or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt[4]	4 oz or 1/2 cup	6 oz or 3/4 cup	8 oz or 1 cup	8 oz or 1 cup
Peanuts, soy nuts, tree nuts, or seeds[5]	1/2 oz	3/4 oz	1 oz	1 oz
Grains (oz eq)[8]				
Bread	1/2 slice	1/2 slice	1 slice	2 slices
Bread products, i.e. biscuits, rolls, muffins	1/2 serving	1/2 serving	1 serving	2 servings
Cooked breakfast cereal[9], cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1 cup
Vegetables[6]	1/8 cup	1/4 cup	1/2 cup	1/2 cup
Fruits[6,7]	1/8 cup	1/4 cup	1/4 cup	1/2 cup

1. Fluid milk served must be pasteurized. Whole milk must be served to participants ages 12-23 months. Children 24 months and older must be served 1% or fat-free milk. Participants ages 6 and older may be served flavored low-fat or fat-free milk, however, it is a high-sugar item.
2. ADULTS ONLY: Adult participants may be served yogurt in place of milk once per day. Milk is optional at supper.
3. Alternate protein products must meet the requirements in Appendix A to Part 226.
4. Yogurts must contain no more than 23 grams of sugar per 6 ounces.
5. No more than 50% of the meat/meat alternate requirement shall be met with nuts or seeds. Nuts or seeds must be combined with another meat/meat alternate at lunch and supper.
6. Pasteurized full-strength juice may only be served once per day. As a best practice, juice should be limited to no more than twice per week and should not be served when milk is also being served.
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. All grains served must be either enriched, whole grain-rich, bran or germ. At least one serving per day must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirements.
9. Breakfast cereals, including hot cereal and ready-to-eat cereal, must contain no more than 6 grams of sugar per dry oz.

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

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

Snack Meal Pattern for the CACFP

Child and Adult Care Food Program

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

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

1. Fluid milk served must be pasteurized. Whole milk must be served to participants ages 12-23 months. Children 24 months and older must be served 1% or fat-free milk. Participants ages 6 and older may be served flavored low-fat or fat-free milk, however, it is a high-sugar item.
2. ADULTS ONLY: Adult participants may be served yogurt in place of milk once per day.
3. Alternate protein products must meet the requirements in Appendix A to Part 226.
4. Yogurts must contain no more than 23 grams of sugar per 6 ounces.
5. Pasteurized full-strength juice may only be served once per day. As a best practice, juice should be limited to no more than twice per week and should not be served when milk is also being served.
6. All grains served must be either enriched, whole grain-rich, bran or germ. At least one serving per day must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirements.
7. Breakfast cereals, including hot cereal and ready-to-eat cereal, must contain no more than 6 grams of sugar per dry oz.

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

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

Exhibit F – Vegetable Subgroups

National School Lunch Program (NSLP) & School Breakfast Program (SBP)

Vegetable Subgroups

The U.S. Department of Agriculture's (USDA) meal patterns for the NSLP and SBP refer to five subgroups of vegetables that count toward the daily and weekly vegetable requirements.

The chart below identifies commonly eaten vegetables in each subgroup. Please refer to the USDA Food Buying Guide for School Meal Programs for an exhaustive list of vegetables and subgroup category.

DARK GREEN

- arugula
- beet greens
- bok choy
- broccoli
- broccoli rabe (rapini)
- broccolini
- butterhead lettuce (Boston, bibb)
- cabbage, Chinese or celery
- chicory
- cilantro
- collard greens
- endive
- escarole
- fiddle heads
- grape leaves
- kale
- mesclun
- mustard greens
- parsley
- spinach
- Swiss chard
- red leaf lettuce
- romaine lettuce
- turnip greens
- watercress

RED/ORANGE

- carrots
- chili peppers (red) orange peppers
- pimientos
- pumpkin
- peppers, bell (red and orange)
- salsa (all vegetables)
- sweet potatoes/yams
- tomatoes
- tomato juice
- winter squash (acorn, butternut, Hubbard)

BEANS AND PEAS (LEGUMES)

- black beans
- black-eyed peas (mature, dry)
- cowpeas
- fava beans
- garbanzo beans (chickpeas)
- Great Northern beans
- kidney beans
- lentils
- lima beans, dry
- mung beans
- navy beans
- pink beans
- pinto beans
- red beans
- refried beans
- soy beans/ edamame
- split peas
- white beans

STARCHY

- corn
- cassava (yucca)
- cowpeas, fresh (not dry)
- field peas, fresh (not dry)
- green peas
- green lima beans (canned, frozen)
- jicama
- lima beans, green (not dry)
- parsnips
- pigeon peas, fresh (not dry)
- potatoes
- poi
- taro (malanga)
- water chestnuts

OTHER

- artichokes
- asparagus
- avocado
- bamboo shoots
- bean sprouts, cooked only (for food safety), e.g., alfalfa, mung
- beans, green and yellow, wax
- beets
- Brussels sprouts
- cabbage, green and red
- cactus (nopales)
- cauliflower
- celeriac
- celery
- chayote (mirliton)
- chives
- cucumbers
- daikon (oriental radish)
- eggplant
- fennel
- garlic
- horseradish
- iceberg lettuce
- kohlrabi
- leeks
- mushrooms
- okra
- olives
- onions
- peas in pod, e.g., snap peas, snow peas
- pepperoncini
- peppers (green sweet bell, green chilies, jalapeño, purple, yellow)
- pickles (cucumber)
- radishes
- rutabagas
- rhubarb
- seawed
- sauerkraut
- shallots
- snap peas
- snow peas
- spaghetti squash
- tomatillo
- turnips
- wax beans
- yellow summer squash
- zucchini squash

Released January 2014. Sourced from USDA's Food Buying Guide for School Meal Programs and adapted from Connecticut State Department of Education, Vegetable Subgroups October 2013.

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

Exhibit G – Sample Production Worksheet

Production Worksheet
Site: _____
Date: _____
Grade Group: K-5 / 6-8 / K-8 / 9-12
*(Circle **ONE**)*

Total Reimbursable Meals	
2nd Meals	
Adult Meals	
Total Meals	

Recipe #	Menu Item	Contribution to Meal Pattern					Portion Size per serving	Planned Servings	Prepped Servings	Leftover Servings	Used Servings
		M/MA *oz/eq*	G *oz/eq*	F *cups*	V *cups*	Milk *cups*					
	CONDIMENTS										

Exhibit H - Pima Partnership Academy; Pima Partnership School, The; Arizona Collegiate High School
Additional Program Information

- **List** the serving site locations, including addresses
  Pima Partnership High School 25 E. Drachman, Tucson AZ 85705
  Pima Partnership Academy 25 E. Drachman,, Tucson AZ 85705
  Arizona Collegiate High School 3161 N 33rd Ave Phoenix AZ 85017
  .
- **List** the meal service times for each site
  Pima Partnership High School Breakfast 7:30 – 8:00 a.m. Lunch 11:55 – 12:25 p.m.
  Pima Partnership Academy Breakfast 8:30 – 9:00 a.m. Lunch 1:00 – 1:30 p.m.
  Arizona Collegiate High School Breakfast 7:30 – 8:00 a.m. Lunch 11:51 – 12:21 p.m.

  List the requested delivery days and times for each site
  Pima Partnership High School Breakfast 7:15 a.m. Lunch 11:40 a.m.
  Pima Partnership Academy Breakfast 7:15 a.m. Lunch 11:40 a.m.
  Arizona Collegiate High School Breakfast 7:15 a.m. Lunch 11:40 a.m.

- **List** the number of entrees (choices) you would like to serve for each meal
  Breakfast – 1 choice Lunch – 2 choice

- **List** any menu notes/special requests

- **List** any <u>additional program notes</u>
  The caterer must have a kitchen in Tucson and in Phoenix for food preparation.

- **Attached** a copy of the 22-23 school calendar

TUC.pdf

ACHS.pdf