

Invitation to Bid (IFB)

Food Service Management Company (FSMC) for USDA Child and Adult Care Food Program (CACFP) At-Risk Afterschool & Summer Food Service Program (SFSP)



youthprise

DATE OF ISSUE: 3/11/2024

DEADLINE DATE: 4/10/2024

3001 Broadway Street NE, Suite 330, Minneapolis, MN 55413

612-564-4858 | www.youthprise.org

Contents

- Contents 1
- Section 1: Directions for Interested Vendors** 3
- Section 2: Solicitation**..... 4
- Section 3: USDA Child Nutrition Program Contract for Vended Meals for Non-School Institutions** 5
- Additional Vended Meals Contract Documents** 13
- Bidder Certifications** 13
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** 16
- Lower-Tier Covered Transactions** 16
- USDA Meal Patterns**..... 20
- Site Data Specifications** 21
- Site Data Specifications Continued**..... 22
- Institution’s Cycle Menu**..... 23
- Bid Sheet-Vended Meals Contract Form**..... 24
- Bid Sheet-Vended Meals Contract Form – Split Procurement** 25
- Bid Sheet-Vended Meals – Split Procurement Selection & Justification** 26

Attachments:

1. Site Detail Attachment 1 - includes all sites, their average numbers from 2023 and equipment available.
2. HEPA Guidelines Attachment 2 - YMCA required guidelines for their SFSP operations.
3. Miscellaneous Specifications and Expectations Attachment 3
4. Vendor Questions and Documents Attachment 4

Section 1: Directions for Interested Vendors

Interested Vendors should review all parts of the IFB and Vended Meals Contract before submitting a bid to the Institution. All bids must be received by the Institution by the date and time specified in [Section 2: Solicitation, part ii](#) in order to be considered for contract.

1. Review the IFB Specifications and Vended Meals Contract Documents to determine if your company understands and can meet the bid specifications:
 - ___ Review the [Section 2](#), parts i-v of the Solicitation
 - ___ Review [Section 3](#), parts A-R of the below USDA Child Nutrition Program Contract for Vended Meals for Non-School Sponsors
 - ___ Review [Vended Meals Contract Attachments](#), including USDA Meal Patterns, and 3-Week Minimum Cycle Menu, and Site Data Specifications
 - ___ Check the Vendor Certification boxes on the [Site Data Specification](#) page for every specification your organization can meet.
2. If interested in submitting a bid, complete, sign, and return the following documents as part of the bid:
 - ___ [USDA Child Nutrition Program Contract for Vended Meals for Non-School Sponsors](#), including:
 - ___ [Vended Meal Contract Agreement- Certification Page](#)- Provide your contact information. The awarded bidder will receive a fully executed copy of this contract once the bid process is finalized.
 - ___ Additional Vended Meals Contract Documents:
 - ___ [Bidder Certifications](#):
 - ___ [Independent Price Determination Certificate](#)
 - ___ [Suspension and Debarment Certification](#)
 - ___ [Certification Regarding Lobbying for all contracts over \\$100,000](#)
 - ___ [Assurance of Civil Rights Compliance](#)
 - ___ [Site Data Specifications \(Vendor Certified\)](#)
 - ___ [Bid Sheet-Vended Meals Contract Form](#)
 - ___ [Bid Sheet-Vended Meals Contract Form - Split Procurement \(if applicable\)](#)
 - ___ [Split Procurement selection and Justification form \(if applicable\)](#)
 - ___ Copy of the bid bond (SFSP only)
 - ___ Health/food and beverage license
3. Attend pre-proposal questions meeting on March 25th 1-2pm via Zoom.
4. Attend bid opening, if applicable

Section 2: Solicitation

i. Intent

This solicitation is for the purpose of entering into a contract for the purchase of vended meals for **Child and Adult Care Food Program (CACFP) At-Risk Afterschool and Summer Food service Program (SFSP)** by Youthprise herein after referred to as the Institution. The bidder will be referred to as the Vendor and the contract will be between the Vendor and the Institution. Utilizing the vended meal invitation for bid (IFB)/contract, the contract shall include all activities necessary for the purchase, preparation and delivery of meals to the site location(s) listed within this document.

ii. Bid Submission and Award

1. A copy of the IFB will be available at www.youthprise.org/Nutritionprogram/ or by emailing Christa@youthprise.org by **March 11, 2024**
2. Sealed bids (for this formal solicitation) are to be submitted to **Christa DeBoer** at Christa@youthprise.org.
3. Bids will not be accepted after **4:00pm on Wednesday, April 10, 2024**.
4. The bid is to be submitted in a sealed envelope or emailed marked "Vended Meals Invitation for Bid."
5. The Institution reserves the right to exercise its discretion to reject any or all bids.
6. To be considered, each bidder must submit a complete response to this solicitation using the [Bid Sheet- Vended Meals Contract Form](#).
7. Awards, if any, shall be made to the qualified and responsible bidder whose bid is responsive to this solicitation and has the lowest price. A responsible bidder is one who is financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
8. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.
 - a. Youthprise reserves the right to award multiple vendors (Split procurement) when quantities are insufficient such as regional availability, capacity to serve necessary meals, or other reasons deemed acceptable by Youthprise. **Use Bid Sheet Vended Meals Contract Form - Split Procurement (Pg 25) & Split Procurement Selection and Justification form. (Pg 26.)**
 - b. All sites will be covered through this IFB.
9. The award of the contract will be made upon the approval or ratification by officials of the contracting institution.

iii. Question Submission & Pre-proposal Meeting.

Please submit all questions in writing to **Christa DeBoer** at Christa@youthprise.org at or ahead of the pre-proposal meeting **March 25, 2024 from 1-2pm via zoom link**. All vendors are to attend this meeting in order to supply a proposal.

All questions will be answered in writing only and sent to everyone and made available on www.Youthprise.org/NutritionProgram/ by 3/27/2024.

iv. Late Bids

Any bid received after the exact time specified for receipt will not be considered or opened publicly.

v. Incurred Costs

The Institution is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties.

Section 3: USDA Child Nutrition Program Contract for Vended Meals for Non-School Institutions

This contract, between Youthprise

CLiCS ID Number: **2-10162**

and the selected Vendor indicated on the agreement certification page Vendor authorizes that the Vendor will provide meals, snacks and/or milk in accordance with this contract and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of: **June 10, 2024 through June 9, 2025**

This contract may be renewed for up to four additional one-year terms upon mutual agreement of Institution and Vendor.

Vendor will provide meals to site(s) according to the [site data specification](#) attachment.

The Institution will notify Vendor within two business days of any changes to sites.

A. Reimbursable Meals and Snacks

1. Vendor will provide meals, snacks and/or milk that meet applicable Child Nutrition Programs requirements, including the Child and Adult Care Food Program (CACFP) and the Summer Food Service Program (SFSP) meal patterns.
2. The Institution has attached the cycle menus for each meal type requested that were used in solicitation of the contract. Menu changes need to be agreed upon by the Vendor and Institution. The Institution shall approve the menus no later than two weeks prior to service.
3. The Vendor shall comply with the rules and regulations of MDE and USDA, and any additions or amendments thereto, including but not limited to, 7 CFR Parts 225, 226, 230, 235, 2 CFR 200.317-326, 2 CFR part 400 and part 415, FNS 796-2 Revision 4, Federal Acquisition Regulation (48 CFR Part 31), if applicable; and Food and Nutrition Service instruction, final rules, and policy, as applicable. In addition, public institutions must comply with applicable State or local laws.
4. All foods provided must be creditable according to the [USDA Food Buying Guide](#). The Vendor shall be liable for meals that contain non-creditable foods or do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals 7 CFR 226.6 (i) (7).
5. The Institution shall retain control of the quality, extent, and general nature of the food service.

B. Substitutions and Modifications for Medical or Special Dietary Needs

1. Substitutions or Modifications for Participants with Disability or Medical Need – Federal Requirement. Vendor will provide substitutions to, or modifications of, meals as required by federal law for participants who are documented by a recognized prescribing authority (physician, physician assistant, nurse practitioner) to be unable to consume the regular program meals due to a disability.

A diet statement must identify the allergen or food to be avoided, how exposure to this food affects the participant and the specific foods to be omitted and substituted. The statement must be signed and dated by the prescribing authority and must be maintained on file by the institution.

If Vendor incurs additional costs for substitutions that exceed the regular meal payments, Vendor may request reimbursement from Institution for the additional costs. Neither Vendor nor Institution may charge any additional amounts to participants who qualify for substitutions.

2. Non-Dairy Fluid Milk Substitutes (Optional)

Institution may establish a policy as allowed by Child Nutrition Programs to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk (see [Fluid Milk Substitutions in Child Nutrition Programs](#)) to participants with a medical or other special dietary need. If this option is specified on the [site data specification form](#), the Vendor will provide non-dairy fluid milk substitute(s) in accordance with Institution's policy.

A request for a non-dairy fluid milk substitute must be in writing, identify the medical or other special dietary need that restricts the participant's diet, be signed and dated by the parent/legal guardian or a medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor), and be maintained on file at the Institution.

Product information must be maintained on file to document that the non-dairy product(s) offered to participants meet Child Nutrition Programs standards for non-dairy fluid milk substitutes.

If Vendor incurs additional costs for non-dairy fluid milk substitutes that exceed the regular meal payments, Vendor may request reimbursement from Institution for the additional costs. Neither Vendor nor Institution may charge any additional amounts to participants who qualify for substitutions.

C. Delivery, Ordering and Payment

1. Delivery of meals will be made to the site(s) each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time 7 CFR 226.6 (i) (7), 7 CFR 225.6(h)(2)(x).
2. The Institution shall notify the Vendor by email and google sheet by noon on Tuesday for the following weeks meal orders. Orders may shift once notice is given but will be communicated via email and phone. The Institution retains the ability to adjust the number of meals needed from the original bid documentation with adequate prior notification to the Vendor.
3. Vendor will bill the Institution weekly or monthly. Invoices must be submitted no less than monthly 7 CFR 226.6 (i)(2). Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period for each day.
4. All bids shall be calculated based on the information provided by the Institution in Vended Meals Contract Form.
5. The Vendor shall receive a firm fixed price for meals indicated in the [Bid Sheet-Vended Meals Contract Form](#).
6. If the Vendor is procured separately from this contract to provide meals for catered functions, the Vendor shall submit separate billing for the catered functions conducted outside of the non-profit food service account.

D. Contract Terms

1. This contract shall be for an initial term of one year with up to four one-year renewals, with mutual agreement between the Institution and the Vendor.
2. The contract signed by both parties and supporting documentation must be uploaded to the Minnesota Department of Education CLiCS application and will be reviewed prior to final approval of the yearly CLiCS application.
3. The contract must result in a fixed per meal cost that includes all fees including delivery, server, etc. built into the per meal cost. Contracts with additional fees are unallowable regardless of funding source.
4. The only rates that may be adjusted in subsequent years of this contract are the fixed per meal cost contained within this contract. Renegotiation of the increase of the fixed per meal cost must not exceed the Consumer Price Index for Urban Consumers - Food Away from Home

annualized rate for December of the current program year specified in the vended meal renewal contract.

5. This solicitation/contract, the IFB of the successful bidder and attachments constitute the entire agreement between the Institution and Vendor. Aside from the adjustments and amendments referenced in Section (D) (3), above, additional documents and/or agreements, including non-negotiated provisions developed by the contractor, cannot become part of the executed contract. Any additional documents resulting in a substantial/material change to the contract awarded by the Institution will not be executed by the Institution. No other side contracts developed by the successful bidder related to vended meals will be signed by the institution.
6. All state agency-mandated changes to the terms of this contract or any amendment will be incorporated therein before the institution executes any agreement between it and the Vendor.
7. The Institution may request the Vendor provide meals for additional food service programs. If the addition is a Child Nutrition Program not identified in the original IFB, prior to implementation the Institution must notify MDE and discuss whether the addition constitutes a material change to the contract.
8. This contract shall not prevent the Institution from participating in food consortia or purchasing food from vendors with whom the Vendor normally does not do business.

E. Conflicts of Interest

1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract [2 CFR 200.318 (c) (1)].
2. The Institution's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under State or Federal law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. [2 CFR 200.318 (c) (1)].

F. Standard Terms and Conditions

1. The Vendor shall operate in conformance with the Institution's Program Agreement with the Minnesota Department of Education (MDE) and any attachments.
2. The Vendor, as an independent contractor, shall have the exclusive right to provide vended meals.
3. The Vendor shall be an independent contractor and not an Institution's agent or representative. The employees of the Vendor are not employees of the Institution. All Vendor employees shall remain directly accountable to the Vendor for the duration of this contract. Except as otherwise expressly stated in this agreement, the Vendor has the sole responsibility and authority to hire, assign, supervise, evaluate, and discipline any personnel assigned by it in the performance of this contract.
4. The food service provided shall be operated and maintained as a benefit to the Institution's participants and staff.
5. The Institution and Vendor agree that this contract is neither a "cost-plus-a-percentage-of-cost" contract, as required under 2 CFR 220.324 (d).
6. The Institution shall retain control of the Child Nutrition Programs' food service accounts and overall financial responsibility for the Child Nutrition Programs.

G. Health Certifications

1. The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
2. The Vendor shall have Federal, State or local health certification for the facility in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met for the duration of the contract as required under 7 CFR 226.6(i) (3) and 7 CFR 225.6 (h)(2)(v). A copy of the health certification/license must accompany the bid.

H. Institution's Control of Food Service

1. Signature authority on the CACFP agreement between the sponsor and the Minnesota Department of Education (MDE) and application documents; ensuring that program operations are in compliance with the agreement. 7 CFR 226.6(b)(4).
2. Providing adequate supervisory and operational personnel for management and monitoring of the program; training and monitoring administrative and site staff. 7 CFR 226.15(d) and 226.15(e)(12).
3. Control of the quality, extent, and general nature of the food service.
4. Submission of claims for program reimbursement. 7 CFR 226.15(i).
5. Determining eligibility, signature authority and privacy rules related to Household Income Statement forms. 7 CFR 226.23(h).
6. Recordkeeping responsibilities, including meal counts to substantiate claims. 7 CFR 226.15(e).
7. Compliance with applicable state and local regulations including health certification and licensing requirements.
8. Adherence to the procurement standards in 2 CFR 200, and 7 CFR 226.6(i) and 226.22 when contracting
9. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices (if applicable).
10. Monitor vended meals to ensure the food service is in conformance with program regulations.
11. Prepare contract documents for vended meals.

I. Record Keeping

1. The Vendor agrees to maintain (for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims), all records pertaining to this contract including records of food purchased, daily menu records, food production records, and delivery receipts. The Vendor must submit invoices to the Institution on a monthly basis at a minimum. The Vendor also agrees that such records will be made available to representatives of MDE, USDA, and the United States General Accounting Office, at any reasonable time and place 7 CFR 226.6(i) (2) & 7 CFR 226.6 (i) (5) & 7 CFR 225.6 (e)(14) .
2. The Vendor agrees to comply with all requirements regarding the Administrative Review process of MDE for the vended meals including providing food production records, crediting information on food products and recipes used.
3. The Vendor shall surrender to the Institution upon termination of the contract all records pertaining to the operation of the food service including food purchased, daily menu records, food production records, delivery receipts, claim documentation, financial invoices, and procurement documentation. The records shall be in appropriate order and complete to the extent necessary to reconstruct individual cost of prior Vendor billings.

4. The Vendor shall maintain such records (supported by invoices, receipts, and other evidence) as the Institution will need to meet monthly reporting responsibilities and shall submit monthly bills/invoices in a format approved by the Institution.
5. The Institution and Vendor must provide all documents as necessary for the independent auditor, MDE Reviewers, or agents of the USDA to conduct the Institution's single audit.

J. Monitoring

1. The State Agency may monitor the Vendor through periodic on-site visits to ensure compliance with the Summer Food program regulations and requirements 7 CFR 225 (d) (6).

K. Licenses and Fees

1. The Vendor and the Institution shall obtain and post all licenses and permits as required by federal, state, and/or local law.
2. The Vendor shall comply with all Institution's building rules and regulations when dropping off the meals.

L. Insurance and Indemnification

1. A Certificate of Insurance of the Vendor's insurance coverage, indicating the specified amounts, must be submitted at the time of award. The Vendor shall provide the Institution copies of all applicable insurance policies at the time of award. All insurance required as a result of a response to this IFB shall provide that the insurer will provide notice of cancellation directly to the institution 30 days before such cancellation occurs.
2. The Institution shall keep its buildings, including the premises, and all property contain therein insured against loss or damage by fire, explosion, and similar casualties.
3. The Vendor shall indemnify and hold harmless the Institution, or any employee, director, or agent of the Institution from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property, resulting from the Vendor's acts, or omissions, willful misconduct, or breach of the Vendor's obligations under the Agreement by the Vendor and its agents, servants, or employees, or other persons under its supervision or direction.

M. Bonds (SFSP Only)

1. Vendors must obtain a bid bond in the amount of **5%** as determined by the Institution, of the value of the contract for which the bid is made. A copy of the bid bond must accompany each bid 7 CFR 225.15 (m)(5).
2. Vendors must obtain a performance bond in an amount not less than 10 percent nor more than 25 percent of the value of the contract for which the bid is made. The vendor which enters into more than one contract with any one institution shall obtain a performance bond covering all contracts 7 CFR 225.15 (m)(6).
3. Vendor must provide the Institution with a copy of the performance bond within 10 days of the awarding of the contract 7 CFR 225.15 (m)(6).
4. Vendors shall obtain bid bonds and performance bonds only from companies listed in the current [Department of the Treasury Circular 570](#). Institutions will not accept alternative bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts 7 CFR 225.15 (m)(7).

N. Emergency Closing

1. The Institution shall notify the Vendor of any interruption in utility service of which it has knowledge.
2. The Institution shall notify the Vendor of any delay in the beginning of the day or the closing of day due to snow or other emergency situations.

O. Terms and Termination

1. This contract may be renewed for up to four additional one-year terms upon mutual agreement of Institution and Vendor. The only rates that may be adjusted in subsequent years of this contract are the fixed per meal cost contained within this contract. Renegotiation of the increase of the fixed per meal cost must not exceed the Consumer Price Index for Urban Consumers - Food Away from Home annualized rate for December of the current program year specified in the vended meal renewal contract.
2. Either party may terminate this contract for cause by notice in writing as described below:

The number of days required for written notice of termination may not exceed 60 days. Contracts may be terminated for convenience only if both parties agree.

3. Neither the Vendor nor the Institution shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the Vendor or the Institution, respectively, and which by the exercise of due diligence they were unable to prevent.

P. Non-Performance by Vendor

1. In cases of nonperformance or noncompliance on the part of Vendor, Vendor will pay the Institution for any excess costs which the Institution may incur by obtaining meals from another source. The Institution will notify Vendor (and surety company if performance bond is in effect) of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, the Institution may negotiate another contract (or request surety company to provide another Vendor). The defaulting Vendor is liable for any difference in price between the original price and the new contract price.
2. Indicate here any additional requirements regarding nonperformance or noncompliance, or any bonding requirements:

Q. Certifications

1. Where applicable, the Institution or Vendor shall take affirmative steps to ensure small and minority businesses are solicited whenever they are potential sources and to use the services and assistance of the Small Business Administration and Minority Business Enterprise of the Department of Commerce as required 7 CFR 226.22(f) and 7 CFR 225 (d) (1-5).
2. All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7619q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). If the contract exceeds \$150,000, Vendor certifies that it will comply with applicable standards, orders and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the USDA and the Regional Office of the Environmental Protection Agency.
3. The Vendor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the contract exceeds \$100,000, Vendor certifies that it will comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under

40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

4. The successful Vendor has signed and included the Certificate of Independent Price Determination to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.
5. The successful Vendor has signed and included the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.
6. The successful Vendor has signed and included the Certification Regarding Disclosure of Lobbying Activities, which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.
7. The successful Vendor has signed the Assurance of Civil Rights Compliance and will comply with civil rights compliance and enforcement.

R. Miscellaneous

1. Except as otherwise expressly stated, this contract shall be construed as arising under the laws of the State of Minnesota. Any action or proceeding arising out of this contract shall be heard in the appropriate courts within the State of Minnesota.
2. The Vendor shall comply with the provisions of the bid specifications, which are hereby in all respects made a part of this contract.
3. No provision of this contract shall be assigned or subcontracted without prior written consent of the Institution and notification to MDE prior to implementation.
4. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
5. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the Institution are to be used.
6. Payments on any claim shall not preclude the Institution from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
7. The Institution shall be responsible for ensuring the resolution of program review and audit findings.

Vended Meals Contract Agreement- Certification Page

This bidder certified that he/she shall operate in accordance with all applicable State and Federal laws and regulations. This solicitation, contract, attachments, and the IFB of the successful bidder, with addenda, if any, constitute the entire agreement between the Institution and the Vendor. The parties shall not execute any additional contractual documents pertaining to this IFB, except as permitted by applicable law.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

Institution Section

Signature of Institution Representative: _____

Name and Title of Institution Representative: _____

Date of Signature: _____

Phone: _____

Email: _____

Vendor Section

Signature of Vendor Representative: _____

Signature of Witness for Vendor: _____

Date of Signature: _____

Name of Vendor: _____

Name and Title of Vendor Representative: _____

Phone of Vendor Representative: _____

Email of Vendor Representative: _____

Vendor Address: _____

Food Production Facility contact (if different from above): _____

Food Production Facility address (if different from above): _____

Additional Vended Meals Contract Documents

The following documents shall be included as part of the bid/bid specification:

Document Name	Who Completes	General Instructions
Bidder Certifications	Vendor	Vendor completes the following bidder certification documents as part of the bid: <ul style="list-style-type: none"> • Certificate of Independent Price Determination • Certification of Debarment and Suspension • Certification Regarding Lobbying (If applicable) • Assurance of Civil Rights Compliance
USDA Meal Patterns	Institution	Institution includes relevant meal pattern(s) in the proposed vended meals contract. Must be reviewed by the Vendor.
Site Data Specifications	Institution and Vendor	Institution completes site data specifications; Vendor certifies they can meet specifications by checking the boxes in “Vendor Certification” columns.
Institution's Cycle Menu	Institution	Institution includes a minimum 3-Week cycle menu for each meal pattern and meal type which are to be part of the bid. Must be reviewed by the Vendor.
Bid Sheet- Vended Meals Contract Form	Institution and Vendor	Institution completes the first four columns of the table, specifying the bid request; Vendor completes the final two columns and remaining portions as part of the bid.

Bidder Certifications

Bidding Vendors should complete and sign each of the following forms. Instructions are included as applicable. A copy of each certificate will be retained by the Institution for its file.

- A. Certification of Independent Price Determination
- B. Certification of Debarments and Suspension
- C. Certification Regarding Lobbying (If applicable)
- D. Assurance of Civil Rights Compliance

Certification of Independent Price Determination

Both the Institution and the Vendor (Offeror) shall execute this Independent Price Determination Certificate.

Name of Vendor (Offeror)

Name of Institution

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

Each person signing this offer on behalf of the Offeror certifies that:

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

To the best of my knowledge, this Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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 Vendor's Authorized Representative

Title

Date

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

Signature of Institution
Authorized Representative

Title

Date

Note: Institution acceptance of an offer does not constitute award of the contract.

Instructions for Certification Regarding Debarment Form

By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System (EPLS) on the U.S. System for Award Management website.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower-Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions on previous page before completing certification.)

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

Vendor's Company Name: _____

Project: Child Nutrition Program

Name of Vendor's Authorized Representative: _____

Title of Vendor's Authorized Representative: _____

Signature: _____ Date: _____

Certification Regarding Lobbying

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 any 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 contract, grant, loan 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Vendor's Company Name: _____

Project: Child Nutrition Program

Name of Vendor's Authorized Representative: _____

Title of Vendor's Authorized Representative: _____

Signature: _____ Date: _____

Assurance of Civil Rights Compliance

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and Institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

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

Vendor Name: _____

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

USDA Meal Patterns

Directions for Vendors: Follow the hyperlinks to review the requirements of each selected/checked meal pattern. Ensure you understand and can comply with the requirements prior to submitting the bid.

CACFP Meal Patterns- [7 CFR 226.20](#)

[CACFP Child Meal Pattern: Children Ages 1-2](#)

[CACFP Child Meal Pattern: Children \(Ages 3-5\)](#)

[CACFP Child Meal Pattern: Children \(Ages 6-12 and 13-18\)](#)

[CACFP Child Meal Pattern: At-Risk Afterschool Participants \(same meal pattern as ages 6-12 and 13-18\)](#)

[Adult Meal Pattern: Adult care participants](#)

For more information on the CACFP food crediting visit MDE's [Menus and Crediting \(mn.gov\)](#) webpage.

SFSP Meal Pattern-[7 CFR 225.16](#)

[SFSP Meal Pattern: Summer Food Service Program Participants](#)

For more information on the SFSP food crediting visit MDE's [Food Service Operations \(mn.gov\)](#) webpage.

[\[Return to solicitation\]](#)

Site Data Specifications

See Attachment 1

- Meal programs are listed for each site along with the meal types they serve during those timeframes.
- SFSP: June (*last day of school for each district*) - September (*Labor day is the last day*)
- CACFP: September - June (*dependent on each school district operation days*)
- Additional form describes sites equipment and storage capacity.

Site Name & Site Address	CLiCS Site ID	Days of the Week	Meals Delivered & # of Meals Delivered	Meal Service Time(s) CACFP	Meal Service Time(s) SFSP
			___ Breakfast #: _____ ___ Lunch #: _____ ___ Supper #: _____ ___ Snacks #: _____ ___ Extra Milk #: _____		
			___ Breakfast #: _____ ___ Lunch #: _____ ___ Supper #: _____ ___ Snacks #: _____ ___ Extra Milk #: _____		
			___ Breakfast #: _____ ___ Lunch #: _____ ___ Supper #: _____ ___ Snacks #: _____ ___ Extra Milk #: _____		
			___ Breakfast #: _____ ___ Lunch #: _____ ___ Supper #: _____ ___ Snacks #: _____ ___ Extra Milk #: _____		
			___ Breakfast #: _____ ___ Lunch #: _____ ___ Supper #: _____ ___ Snacks #: _____ ___ Extra Milk #: _____		
			___ Breakfast #: _____ ___ Lunch #: _____ ___ Supper #: _____ ___ Snacks #: _____ ___ Extra Milk #: _____		

*Use additional sheets as needed

Site Data Specifications Continued

The Vendor will certify if they can meet the institution's specifications by checking the Vendor Certification box.

<i>Specification</i>	<i>Vendor Supplies</i>	<i>Institution Supplies</i>	<i>Vendor Certification</i>
Skim or 1% milk for ages 2 and older	x		
Whole milk for ages 12-23 months	n/a	n/a	n/a
Nutritional equivalent milk for those who request (Fluid Milk Substitutions in Child Nutrition Programs)	x		
Hot holding equipment (table top warmers)		x	
Serving utensils (preferred reusable that vendor washes and sanitizes after each days use)	x		
Eating Utensils (Spoons & Forks)	x		
Condiments	x		
Paper goods (Field trip bags, trays, napkins or other supplies as requested by institution)	x		

The Vendor will certify if they can meet the specifications by checking the Vendor Certification box.

<i>Specification</i>	<i>Vendor Certification</i>
Vendor must agree to provide all special diets signed by a prescribing medical authority.	
Meal Preparation* (Mark one with an X): <input checked="" type="checkbox"/> Unitized <input checked="" type="checkbox"/> Bulk quantities accompanied by planned portion size instructions <i>Filed trips and some sites (libraries) require unitized</i> <i>Bulk delivery for non-field trips and other sites. details provided up to 4 weeks prior to start date.</i>	
Food will be (Mark one with an X): <input checked="" type="checkbox"/> Delivered <input type="checkbox"/> Picked up by Institution	
Delivery/Pick up window time must be between 7:30am and 3:30pm <ul style="list-style-type: none"> • CACFP: After school programming. Sites may not open until 11am-1pm • SFSP: Summer programmi ng many sites open by 7am 	
<input type="checkbox"/> If checked, Vendor will serve meals. Vendor will not count the number of meals to be claimed for reimbursement, responsibility for the reimbursable meal count at point of service must be retained by the Institution.	
Indicate the need for culturally sensitive meals: <input type="checkbox"/> Halal <input type="checkbox"/> Kosher Other specifications: Specified on Site Detail Attachment 1 and HEPA attachment 2.	
Other specifications: Vegetarian options made available upon request or built into the menu as an alternative menu for Lunch/Supper.	

*SFSP only: All meals prepared by a Vendor shall be unitized, with or without milk, unless the State agency has approved a request for exceptions to the unitizing requirement for certain components of a meal 7 CFR 225.6 (h)(2)(i).

[\[Return to solicitation\]](#)

Institution's Cycle Menu

Examples of meal patterns and meal types include:

Meal Pattern: ___ CACFP Children ___ CACFP Adults CACFP At-Risk SFSP Meal Pattern

Meal Type: Breakfast Lunch Supper Snack At-Risk Afterschool Snack

** CACFP meals served during school year are Supper and Snack primarily, with Lunches served on no-school days

** SFSP meals vary between Breakfast, Lunch, Snack, and Supper.

MDE has a [Sample Menus Breakfast, Lunch, Snack](#) that can be used.

Many other state agencies also have sample CACFP menu cycles.

Sites that are unsure of what type of menus to submit can view recipes for child nutrition programs at the [Child Nutrition Recipe Box - USDA Standardized Recipes \(theicn.org\)](#). Additionally, USDA has [Multicultural Child Care Recipes | USDA-FNS](#) available that can be incorporated into a cycle menu. The vendor has the discretion of using their own recipes for the chosen menus but must meet meal pattern requirements.]

Vendor Questions and Documentation

All vendors will answer the questions and provide requested documentation that meets the requirements of operating CACFP and SFSP within Minnesota. [See attachment 4.](#)

[\[Return to solicitation\]](#)

Bid Sheet-Vended Meals Contract Form

Name of Institution: _____

Name of Vendor: _____

This document contains a bid solicitation for the furnishing of vended meals for child nutrition programs and sets forth the terms and conditions applicable to the proposed procurement. The bidder shall not plead misunderstanding or deception because of such estimates of quantities or of the character, location or other conditions pertaining to the bid solicitation/contract.

This bid is offered by _____ [Vended Meal Company] based upon:

This Section Must be Completed by the Institution					Vendor to Complete	
Meal Pattern	CACFP Only: Ages 1-2, 3-5, 6-12, 12-18, or At-Risk	Months of Operation	Total # of Annual Meals	Type of Meal (B, L, Su, Sn)	Per Meal Rate	Total
CACFP Meal Pattern	At-Risk	Sept - June	42,402	Supper		
CACFP Meal Pattern	At-Risk	Sept - June	96,937	Snack		
CACFP Meal Pattern						
SFSP Meal Pattern		June-Sept	12,736	Breakfast		
SFSP Meal Pattern		June-Sept	50,012/4110	Lunch/Supper		
SFSP Meal Pattern		June-Sept	38,743	Snack		
Extra Milk						
Total (add the breakfasts, lunches, suppers, snacks and extra milk)						

All totals must be carried out to the second decimal place and must not be rounded. No additional fees, costs or expenses may be charged to the Institution above the firm fixed price cost. Each per meal price above is all-inclusive of costs for meeting the specifications of this solicitation.

By submission of this bid, the bidder certifies that the bidder shall operate in accordance with all applicable program laws and regulations in the event that the bidder receives an award. This contract shall be in effect for one year and may be renewed by mutual agreement according to the terms specified in the contract.

Signature of Vended Meal Company Authorized Representative Date

Bid Sheet-Vended Meals Contract Form – Split Procurement

Name of Institution: _____

Name of Vendor: _____

This document contains a bid solicitation for the furnishing of vended meals for child nutrition programs and sets forth the terms and conditions applicable to the proposed procurement. The bidder shall not plead misunderstanding or deception because of such estimates of quantities or of the character, location or other conditions pertaining to the bid solicitation/contract. Youthprise reserves the right to award multiple vendors when quantities are insufficient such as regional availability, capacity or other reasons deemed acceptable by Youthprise.

This bid is offered by _____ [Vended Meal Company] based upon:

Vendor to Complete based on Split Procurement Selection - Projected meal quantities.					Vendor to Complete	
Meal Pattern	CACFP Only: Ages 1-2, 3-5, 6-12, 12-18, or At-Risk	Months of Operation	Total # of Annual Meals - Projected	Type of Meal (B, L, Su, Sn)	Per Meal Rate	Total
CACFP Meal Pattern	At-Risk	Sept - June		Supper		
CACFP Meal Pattern	At-Risk	Sept - June		Snack		
CACFP Meal Pattern						
SFSP Meal Pattern		June-Sept		Breakfast		
SFSP Meal Pattern		June-Sept		Lunch/Supper		
SFSP Meal Pattern		June-Sept		Snack		
Extra Milk						
Total (add the breakfasts, lunches, suppers, snacks and extra milk)						

All totals must be carried out to the second decimal place and must not be rounded. No additional fees, costs or expenses may be charged to the Institution above the firm fixed price cost. Each per meal price above is all-inclusive of costs for meeting the specifications of this solicitation.

By submission of this bid, the bidder certifies that the bidder shall operate in accordance with all applicable program laws and regulations in the event that the bidder receives an award. This contract shall be in effect for one year and may be renewed by mutual agreement according to the terms specified in the contract.

Signature of Vended Meal Company Authorized Representative Date

Bid Sheet-Vended Meals – Split Procurement Selection & Justification

Name of Vendor: _____

Youthprise reserves the right to award multiple vendors when quantities are insufficient such as regional availability, capacity or other reasons deemed acceptable by Youthprise. Those sites listed below should reflect in the 'Bid Sheet-Vended Meals Contract Form' on page 24. Place an X in the SFSP and/or CACFP box based on your service abilities. All sites on the list are expected to find a vendor from this Procurement. Youthprise may return to your bid after the opening date to discuss additional service sites if any gaps remain.

Only fill out this form if you're unable to provide services to all sites within the bid. Use as many copies of this form needed in your proposal.

SITE NAME	Reasoning For Service (within capacity/service range/ culturally specific services/program timeframe) OR Reason for NOT providing service	Serve SFSP	Serve CACFP
Banyan Community			
Centro Inc			
Friendship Academy			
Friendship Academy Intermediate			
Migizi			
HCL Mpls Central			
YMCA North Community			
YMCA Blaisdell			
YMCA Southdale			
YMCA Minnetonka			
YMCA Briarhill			
YMCA Huntington			
YMCA New Hope			
UROC			
GMCC			
Arts Us			
Torre De San Miguel			
Skyline			

SITE NAME	Reasoning For Service (within capacity/service range/ culturally specific services/program timeframe) OR Reason for NOT providing service	Serve SFSP	Serve CACFP
McDonough Rec Center			
Neighborhood/ El Rio			
Conway Community Center			
Rice Rec Center			
Arlington Hills Community Center			
Palace Rec Center			
Ames Lake- Op Neighborhood			
YMCA Maple Pond			
YMCA Montreal Court			
YMCA Maplewood Community Center			
YMCA Midway Child Care			
Community Partners w/ Youth Abiding Savior			
Community Partner w/ Christ the King			
Investigation Station			
Cimarron Station			
YMCA Burnsville			
DCL Burnhaven			
Columbia Heights Library			
YMCA Emma B Howe			

	Site Name	Location(s)	CACFP & Meal Type	SFSP & Meal Type	Days of Week	Max Cap.	2023 Average
Hennepin County							
1	Banyan Community	2529 13th Ave S Minneapolis, MN 55404	Hot Su	Hot Lu	M-F	100	85
2	Centro Inc.	1915 Chicago Ave S Minneapolis, MN 55404	Hot Su	Lu, Sn	M-Th	60	35
3	Friendship Academy	2600 E 38th Street Minneapolis, MN 55406	Sn	Br, Hot Lu	Mon-Fri	200	100
4	Friendship Academy Intermediary	3320 E 41st Street, Minneapolis, MN 55406	Sn	Br, Lu	Mon-Fri	225	185
6	Migizi	1516 East Lake Street, Minneapolis, MN 55407	Sn, Hot Su	Br, Hot Lu	Mon-Th	60	40
7	HCL Mpls Central Library	300 Nicollet Mall Minneapolis, MN 55403	Sn	Lu, Sn	Mon-Th	100+	50
8	YMCA North Community*	1711 W Broadway Ave Minneapolis, MN 55411	-	Br, Lu	M-F	150	100
9	YMCA Blaisdell*	3335 Blaisdell Ave, Minneapolis, MN 55408	-	Lu	M-F	100	50
10	YMCA Southdale*	7355 Yourk Ave South, Edina, MN 55435	-	Lu, Sn	M-F	100	65
11	YMCA Minnetonka*	5809 County Road 101, Minnetonka, MN 55408	-	Lu, Sn	M-F	40	25
12	YMCA Briarhill*	2718, 7025 Woodland Drive, Eden Prairie, MN 55346	-	Lu, Sn	M-F	40	25
13	YMCA Huntington Place*	5805 73rd Ave N, Brooklyn Park MN 55429	-	Lu, Sn	M-F	40	25
14	New Hope YMCA*	7601 42nd Ave North New Hope, MN	-	Br, Lu	M-F	225	165
15	UROC*	2001 Plymouth Ave N, Minneapolis, MN 55411	-	Br, Lu	M-F	75	70
16	GMCC	1100 E Lake Street, Minneapolis, MN 55407	Sn	Br, Lu	M-F	50	20
Ramsey County							
171	Arts-Ur	1221 Marshall Ave, St. Paul, MN 55104	Sn	Lu, Sn	Monday- Friday	100	45
18	Torre De San Miguel	58 East Wood Street, St. Paul, MN 55107	Sn	Sn	M-Th	50	25
19	Skyline	1247 St. Anthony Ave St.Paul, MN 55102	Sn	Sn	M-Th	50	25
20	McDonough	1544 Timberlake Rd St. Paul, MN 55117	Sn, Su	Sn, Su	M-F	100+	30
21	Neighborhood House/El Rio	179 Robie Street E, St. Paul, MN 55107	Sn, Su	Lu, Sn	M-F	100+	50
22	Conway Rec. Center	2090 Conway Street, St.Paul, MN 55119	Sn, Su	Br, Lu	M-F	150+	80

	Site Name	Location(s)	CACFP & Meal Type	SFSP & Meal Type	Days of Week	Max Cap.	2023 Average
23	Rice Rec Center	1021 Marion Street St. Paul, MN 55417	Sn, Su	Sn, Su	M-Th	100+	30
24	Arlington Hills Community Center	1200 Payne Ave St. Paul, Mn 55103	Sn, Su	Sn, Su	M-F	100+	45
25	Palace Rec Center	781 Palace Ave St. Paul, MN 55102	Sn, Su	Sn, Su	M-F	75	35
26	Ames Lake Opp Neighborhood*	1144 Barclay St St. Paul, MN 55106	-	Lu, Sn	M-Th	50	35
27	YMCA Maple Pond*	1854 Beebe Rd Maplewood, MN 55109	-	Lu, Sn	3 Days	35	23
28	YMCA Montreal Court*	401 Labore Rd. Appt 111	-	Lu, Sn	3 Days	35	25
29	YMCA Maplewood Comm. Center-Youth*	2100 White Bear Area N Maplewood, MN 55109	-	Lu	M-F	100	45
30	YMCA Midway Child Care*	530 Wheeler St. North, St. Paul, Mn 55102	-	Br, Lu	M-F	150	110
31	Community Partners w Youth- Abiding Savior	8211 Red Oak Dr, St Paul, MN 55112	-	Hot Lu, Sn	M-F	75	60
32	Community Partners w Youth- Christ the King	1900 7th St NW, New Brighton, MN 55112	-	Hot Lu, Sn	M-F	75	50
Washington Cty							
33	Investigation Station	52 Aspen Way Landfall, MN 55128	SN	Lu, Sn	M-F	30	15
34	Cimarron Station*	873 Lake Elmo Ave N Lake Elmo, MN 55042	-	Lu, Sn	M-F	40	30
Dakota County							
35	YMCA Burnsville*	13850 Portland Ave S Burnsville, MN 55337	-	Lu	M-F	60	45
36	DCL Burnhaven*	1101 W County Rd 42, Burnsville, MN 55306	-	Lu	M-F	60	20
Anoka County							
37	Columbia Heights Library*	3939 Central Ave NE, Columbia Heights, MN 55421	-	Lu	T-Th	70+	30
38	YMCA Emma B. Howe Youth*	8950 Springbrook Dr. NW, Coon Rapids, MN 55433	-	Lu	M-F	100+	75

	<i>Site Name</i>	<i>Location(s)</i>	Fridge	Dry Storage	Warming Units	Holding Oven	Specail Meal Orders
23	Rice Rec Center	1021 Marion Street St. Paul, MN 55417	X	X	X	n/a	-
24	Arlington Hills Community Center	1200 Payne Ave St. Paul, Mn 55103	X	X	X	X	-
25	Palace Rec Center	781 Palace Ave St. Paul, MN 55102	X	X	X	n/a	-
26	Ames Lake Opp Neighborhood*	1144 Barclay St St. Paul, MN 55106	X	X	X	n/a	-
27	YMCA Maple Pond*	1854 Beebe Rd Maplewood, MN 55109	X	X	n/a	n/a	HEPA, COLD
28	YMCA Montreal Court*	401 Labore Rd. Appt 111	x	X	n/a	n/a	HEPA, COLD
29	YMCA Maplewood Comm. Center- Youth*	2100 White Bear Area N Maplewood, MN 55109	X & milk Cooler	X	n/a	n/a	HEPA, COLD
30	YMCA Midway Child Care*	530 Wheeler St. North, St. Paul, Mn 55102	X	X	n/a	n/a	HEPA, COLD
31	Community Partners w Youth- Abiding Savior	8211 Red Oak Dr, St Paul, MN 55112	x	x	x	x	-
32	Community Partners w Youth- Christ the King	1900 7th St NW, New Brighton, MN 55112	x	x	x	x	-
Washington Cty							
33	Investigation Station	52 Aspen Way Landfall, MN 55128	X	X	available if needed	n/a	-
34	Cimarron Station*	873 Lake Elmo Ave N Lake Elmo, MN 55042	X	X	X	X	-
Dakota County							
35	YMCA Burnsville*	13850 Portland Ave S Burnsville, MN 55337	X	X	n/a	n/a	HEPA, COLD
36	DCL Burnhaven*	1101 W County Rd 42, Burnsville, MN 55306	X	X	n/a	n/a	-
Anoka County							
37	Columbia Heights Library*	3939 Central Ave NE, Columbia Heights, MN 55421	X	X	n/a	n/a	-
38	YMCA Emma B. Howe Youth*	8950 Springbrook Dr. NW, Coon Rapids, MN 55433	X	X	n/a	n/a	HEPA, COLD
* SFSP ONLY							



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

CHOICES WITHIN LIMITS

Healthy Eating and Physical Activity Standards

In response to a call by First Lady Michelle Obama and the Partnership for a Healthier America, the Y has expanded its longtime commitment to supporting healthy living by adopting a set of Healthy Eating and Physical Activity (HEPA) standards. Based, in part, on years of research with key partners, the HEPA standards will build a healthier future for our nation’s children by creating environments rich in opportunities for healthy eating and physical activity.

Standard	Early Learning	Afterschool
Beverages	Water is accessible and available to children at all times, including at the table during snacks and meals. Provide only water and unflavored low-fat (1%) or nonfat milk (for children 2 or older), family style.	
Family Engagement	Engage parents and caregivers using informational materials and activities focused on healthy eating and physical activity a minimum of once every three months (a minimum of three to four times per year).	
Food	Children serve themselves (<i>family style</i>) all food and beverages from common bowls and pitchers with limited help. Staff sit with children during snacks and meals. Provide fruits or vegetables (fresh, frozen, dried, or canned in their own juice) at every meal and snack. Do not provide any fried foods. Fried foods include items like potato and corn chips, in addition to foods that are pre-fried and reheated (e.g., pre-fried french fries that are then baked, chicken patties, chicken tenders, chicken nuggets, fish sticks, Tater Tots®, etc.). Do not provide any foods that contain trans fat (listed as partially hydrogenated oils in the ingredients). Offer only whole grains, as determined by confirming that the first item listed in the ingredients contains the word <i>whole</i> (e.g., whole wheat, whole oats, whole-grain flour, whole brown rice). Provide foods that don't list sugar (e.g., sugar; invert sugar; brown sugar; words ending in <i>-ose</i> ; and syrups like high fructose corn syrup, honey, etc.) as one of the first three ingredients or that contain no more than 8 grams of added sugar per serving.	

Standard	Early Learning	Afterschool
Food (cont.)	Y staff will model healthy eating behaviors at all times. This includes consuming the same foods and beverages as children during meals and snacks (if possible) and avoiding consumption of foods or beverages that are inconsistent with the HEPA standards during program time.	
Infant Feeding	Promote and support exclusive breastfeeding for six months and the continuation of breastfeeding in conjunction with complementary foods for one year or more.	
Physical Activity	<p>Provide children with opportunities for moderate and vigorous physical activity for at least 60 minutes per day during a full-day program or 30 minutes per day for a half-day morning or afternoon program. The time can be broken down into smaller increments. Include a mixture of moderate and vigorous activity (activity that increases the heart rate and breathing rate), as well as bone- and muscle-strengthening activities. Take active play outdoors whenever possible.</p> <p>Y staff will model active living by participating in physical activities with children.</p>	
Physical Activity	Provide daily opportunities for infants to freely explore their indoor and outdoor environments under adult supervision. Engage with infants on the ground each day to optimize adult–infant interactions. Provide daily tummy time, or time in the prone position, for infants less than 6 months of age.	
Screen Time	Eliminate screen time (television, movies, cell phone, video games, computer, and other digital devices) for children under 2 years old. For children over 2, limit screen time to less than 30 minutes per day for children in half-day programs and to less than 1 hour per day for those in full-day programs. During screen time, seek to minimize children’s exposure to commercials and ads marketing unhealthy foods.	

For more information or questions related to the Y’s HEPA standards, contact YMCA of the USA at 800-872-9622.

Miscellaneous Specifications and Expectations of a Vendor

Required

- Vendor will provide Youthprise with the next month menus at least 14 days before service each month. Menus will be reviewed for compliance and must be approved by Youthprise before service.
- Snack menus will vary in components on a minimum 21-day cycle with new items each day of the week and not include a milk component.
- Vendor will provide menus that have no more than **2 days max** that have a 100% juice listed with the exception for summer YMCA locations that cannot have any juice.
- Vendor menus will list specific meal items for all components of each day for each menu, and provide approved and creditable substitutions of menu items lists are no longer available.
- **Microwavable food is not permitted.**
- Youthprise will not be billed additionally for vegetarian meals, milk substitutes or boxed meals. Allergen menus may have a specific price but must be clearly indicated and a menu provided. If Sponsor needs allergen lists to meet youth or site concerns, the vendor will provide recipes, CN labels or other to meet the needs of youth served.
- Youthprise reserves the right to request menu changes within the cost parameters periodically through the contract period if meals are not being well received/consumed by participants. Regular feedback is gathered from youth served and provided to the vendor to better the menu.
- Vendor must accommodate, without incident, fluctuating meal counts on alternate days of the week. For example, a vendor must be able to serve 10 meals on Mondays and Wednesdays and 35 on Tuesdays and Thursdays. All meal counts are provided a week in advance via Google Sheets.
- Vendor will provide an adequate supply of spoons, forks, cups, bowls, and plates/trays for the number of meals ordered for each day. Bulk deliveries are encouraged. (field trip bags as needed)
- **Communication**
 - Sites may not contact Vendor directly regarding their needs. The Youthprise Nutrition Leads may be contacted by either the Vendor or the site as the need arises.
 - Sites indicate on applications whether they will be open during extreme weather events. The Vendor will be informed of which sites are remaining open as soon as possible through Google Sheets, email, and text if needed/as directed. Any sites not open during extreme weather events will have food delivery rolled to the following day.
 - When new sites are vetted the vendor is provided 2-4 weeks to do a site visit to ensure they can properly deliver meals to sites or have concerns with logistics.
- **Vendor will deliver all meals on time. "On time" delivery is defined as:**
 - Not more than one hour before the scheduled meal time if proper facilities do not exist onsite for storing the cold food.¹
 - Not more than two hours before the scheduled meal time for sites with proper facilities for hot food.
 - Not less than 30 minutes before the scheduled meal for all sites.
 - Vendor must notify Youthprise Nutrition Program leads of any unanticipated changes that result in meals being delivered outside of this window and the surrounding circumstances. These will be reviewed on a case-by-case basis to determine whether the meal can be accepted as "on time" and thereby eligible for payment and reimbursement.
- **Meal Cancellations**
 - If a meal is canceled due to an emergency before 9:00 a.m. Youthprise will not be charged for the food. It should be rolled to the next day of service.
 - If a Lunch/supper meal is canceled after 10:00 a.m. due to emergency, Youthprise and Vendor will split the cost of the meal 50/50.

- If a breakfast or snack is canceled at any time before delivery, Youthprise will not be charged for the meal and the items will be rolled over to the next meal service day.
 - In situations where notification of a weather emergency is communicated to the Vendor prior to the food going into the oven, the food should be rolled to the next day. In such situations, Youthprise will not be charged. Food must always be packaged and delivered in a safe and secure manner to prevent leakage.
 - Program closures are confirmed by the Nutrition Program Leads, not by communication from site to vendor/delivery driver.
 - Sites indicate on applications whether they will be open during extreme weather events. The Vendor will be informed of which sites are remaining open as soon as possible through Google Sheets, email, and text if needed/as directed. Any sites not open during extreme weather events will have food delivery rolled to the following day.
 - If Vendor closes due to weather but sites within their service area remain open, the Vendor will reimburse these sites for the cost of meals provided on those days.
 - All weather closure decisions will be based on school closure and will be reviewed on a case-by-case basis.
- **Food Safety and Delivery**
 - Food is expected to arrive on site at a safe temperature and should not be in the “Danger Zone.” This means cold food should be less than 41 degrees and hot food should be more than 140 degrees. If food is found to be outside of these temperature ranges, Vendor is required to replace the food as quickly as possible at the proper temperature settings.
 - All delivery sheets/slips/tickets must be signed by a representative of the meal site and must include the date, and time of delivery. Delivery staff must wait while site supervisor/staff checks the meal. Deliveries are not to be left unattended or unchecked at the site before driver’s departure to ensure all components are present and of acceptable quality. (*ie, not broken, missing, or expired*)
 - Food delivered must match the food specified for serving on the date menu. Any menu changes must be communicated to the Nutrition Leads before the meal is delivered.

Preferred

- If the meal count change is communicated to the vendor two-business days before service it will be adjusted and menu items are rolled to the next service day as needed.
- Vendor should consult with the Nutrition Leads to find the best place for delivery and pick up of containers for daily service and/or end of program. Details are provided at the beginning of each program starting.
- Youthprise can share the 21-day cycle menus as an example at conferences and with other sponsors.

Requested Documentation and Questions

1. Please give your current drop off on-time percentage for the last year. How will you maintain or exceed this?
2. Please list all planned kitchen closures/holidays during the term covered in this bid.
3. Submit copies of MDE/local Health Department site visits conducted within the past two years. Include, if applicable, all Corrective Action Plans (CAPs).
4. Submit an example of paperwork used to record daily meal delivery information. If an electronic system is used, please provide a sample printout that would be generated as the system's record of daily delivery information.
5. Submit a sample delivery sheet, which includes site signature line, meal -time and counts.
6. Submit a sample invoice. (prefer ability to designate between **daily** Breakfast, Lunch, Snack, Supper)
7. If an online system is used to collect meal counts from sponsor, please include screen shots or site to test the system. Submit a minimum 21-day breakfast, snack, lunch and supper menu cycle based on the federal program(s) being bid on in the IFB. Menu should be detailed with food components. For instance, please indicate if the fruit is fresh, if whole grains are used and the fat content of the milk. Serving sizes for each item should also be indicated.
 - a. Snack Menu Requests:
 - i. does not include milk as a component
 - ii. 100% juice is only to be served twice a week max (*YMCA location during the summer cannot have juice as a menu item)
 - iii. Grains, Meat/Meat Alternatives/Fruit/Vegetables should vary on the 21-day cycle menu
 - iv. Utilize Fresh fruit/vegetables when possible in accordance with CACFP and SFSP guidelines
 - b. Hot and Cold Menus for Lunch/Supper requested. Field Trip Menu preferred if applying for SFSP locations