

REQUEST FOR PROPOSAL
2024 Summer Food Service Program (SFSP)
Greater Baton Rouge Food Bank



Contact:

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

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

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

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

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PURPOSE: To combat child and adolescent hunger, the Greater Baton Rouge Food Bank (hereafter referred to as GBRFB) will become a sponsor of the Summer Food Service Program SFSP) in our 11-parish service area. In June and July 2024, our program will aim to distribute approximately 15,000 meal boxes. GBRFB seeks a vendor to provide **shelf stable, 5-day ready-to-eat prepackaged breakfast and lunch meals** that fulfill USDA requirements for SFSP reimbursable meals.

REQUEST:

- Bidders are requested to provide a menu for a pre-packed box containing 5 days of **shelf stable, ready-to-eat prepackaged breakfast and lunch meals** meeting all SFSP nutritional requirements as set forth by the USDA and the Louisiana Department of Education as outlined in the attached documents.
- Bidders are requested to provide a single fixed price per meal that will be maintained throughout the duration of the contract (for example, Company X will provide individual meals for the program for \$x.xx per meal). **All labor, packaging, and delivery costs to the GBRFB should be factored into this single per meal price.** All lunch meals should include 1 percent shelf stable milk. Please include your estimated lead time on delivery.
- Vendor will be paid within 30 days of receiving a monthly invoice and any other necessary paperwork. Only complete, undamaged, unspoiled meals delivered to the Greater Baton Rouge Food Bank within the agreed-upon time frame will be paid for.
- A separate SFSP vendor agreement contract with operating guidelines and requirements will be executed with the awarded vendor.

INSTRUCTIONS:

- Bids must be received by **4:30 p.m. on May 6, 2024**. Late bids will not be accepted.
- Bids should be addressed to the Child Nutrition Programs Coordinator and submitted to the Greater Baton Rouge Food Bank, 10600 South Choctaw Drive, Baton Rouge, LA 70815 or cacfp@brfoodbank.org.
- Please see attachments for evaluation criteria and additional provisions.
- Bids will be opened at **9:00 a.m. on May 7, 2024** at GBRFB. Vendors will be informed by email of acceptance or rejection.
- For additional information, please contact Julie Dreher or Jordyn Barlow using the contact information on page 1.

VENDOR REQUIREMENTS LISTED ON PAGE 3 OF THIS DOCUMENT

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Business Name: _____

Owner Name: _____

Address: _____

City, State, Zip code: _____

Email Address: _____

Phone: _____

Please include the following:

- Your bid
- Your menu
- Estimated lead time and delivery time
- Health department permit to operate
- Proof of General Liability Insurance
- Signed Debarment and Suspension Certification Form
- Signed Independent Price Determination Certification
- Signed Byrd Anti-Lobbying Amendment Clause
- Any additional comments or documents necessary

I hereby certify that the information provided in this application and all accompanying information, if provided, is true and accurate as of the date of completion.

Signature: _____ Date: _____

Title: _____

Bids must be received by 4:30 p.m. on May 6, 2024. Late bids will not be accepted.

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MEAL REQUIREMENTS*: Bids for shelf stable meals must include the price per meal, 10-meal menu, and component breakdown; labor, packaging, and delivery costs to the GBRFB should be factored into the single price per meal. All shelf stable meal bids must follow the component guidelines and include 1 percent shelf stable milk with lunches. Vendor must supply all necessary Child Nutrition Labels and/or Product Formulation Statements for processed foods that require this documentation. Please include your estimated lead time on delivery.

Breakfast Meal Pattern	
Food components and food items	Minimum quantities
Fluid milk	8 fluid ounces
Fruit/vegetable	½ cup
Grain/bread (breads/grains must be made from whole-grain or enriched meal or flour; cereal must be whole-grain or enriched or fortified)	1 serving bread or ¾ cup cold dry cereal or ½ cup grains

Lunch Meal Pattern	
Food components and food items	Minimum quantities
Fluid milk	8 fluid ounces
Meat/meat alternates (edible portion as served):	
Lean meat, poultry, or fish	2 ounces
Tofu, soy products, or alternate protein products	2 ounces
cheese	2 ounces
Large egg	1
Cooked dry beans or peas	½ cup
Peanut butter or soy nut butter or other nut or seed butters	4 Tbsp
Yogurt, plain or flavored, sweetened or unsweetened (must contain no more than 23g or total sugars per 6 oz)	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement and must be combined with another meat/meat alternate to fulfill the requirement:	
Nuts and/or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounce of nuts/seeds=1 ounce of cooked lean meat, poultry, or fish)	1 ounce=50%
2 fruits/vegetables (full-strength juice, fruit, and/or vegetable)	¾ cup
Grains (oz eq)	1 serving bread or ¾ cup cold dry cereal or ½ cup grains

*** Each meal must have a label attached. Labels should include identity of the source, contents (identify allergens), use-by date, and handling instructions.**

Attachment 2: Required Provisions

Contract Termination for Convenience

GBRFB reserves the right to terminate any contract at any time, for any reason, by giving 10 days notice in writing to the contractor. If the contract is terminated for convenience by GBRFB, the contractor will be paid for all items as of the date of termination. In this case, contract termination does not arise from any fault on the part of the vendor.

Contract Termination for Cause

Where GBRFB has determined that the contractor is in default, GBRFB reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered. GBRFB reserves the right to terminate any contract at any time, for any reason, by providing the contractor with 10 days written notice.

Termination of a contract for cause includes but is not limited to, the following:

1. Failure to deliver within the time specified in the contract
2. Failure to meet quantity requirements
3. Failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition
4. Misrepresentation by the contractor, administratively, contractually, or any other misrepresentation
5. Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the sponsor
6. Conflict of contract provisions with constitutional or statutory provisions of state or federal law
7. Any other breach of contract

Equal Employment Opportunity Clause

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contract Work Hours and Safety Standards Act

(40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must 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 by the awarding agency.

Clean Air Act

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

Debarment and Suspension Clause

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

Byrd Anti-Lobbying Amendment Clause

(31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of Recovered Materials Clause

A non-Federal entity that is a state agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item **exceeds \$10,000** or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.323)

Affirmative Action

The SPONSOR and VENDOR must take all necessary affirmative steps outlined in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Civil Rights

The vendor shall comply with the following **civil rights laws**, as amended: 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; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs.

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA)/Sponsor and the Vendor (Offerer) shall execute this Independent Price Determination Certificate.

Name of Vendor

Name of Sponsor

- A. By submission of this offer, the Offerer 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 Offerer 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 Offerer and will not knowingly be disclosed by the Offerer 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 Offerer for the purpose of restricting competition.
 3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Offerer certifies that:
1. He or she is the person in the Offerer's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
 2. He or she is not the person in other Offerer's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby 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 Offerer, 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 Authorized Representative

Title

Date

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

Signature of Sponsor Authorized Representative

Title

Date

NOTE: Accepting an offeror's offer does not constitute award of the contract.

SUSPENSION AND DEBARMENT CERTIFICATION
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -
Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 2 CFR Part 200.212 and Appendix II of 2 CFR Part 200). The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(Before completing certification, read instructions on next page.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signatures

Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page 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 which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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 he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a 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, including suspension and/or debarment.

LOBBYING CERTIFICATION

Applicable to Grants, Sub grants, 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, and 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 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 and officer or employee of any agency, a Member of Congress, an officer or employee of 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 sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date