

**NOTICE OF REQUEST FOR PROPOSALS FOR  
FOOD SERVICE MANAGEMENT SERVICES**

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This is a

**REQUEST FOR PROPOSAL**

by

**Fern Ridge School District 28J**

**in the administration of one or more USDA Child Nutrition Programs  
hereafter called the Sponsor**

**TO OPERATE AND MANAGE THE FOOD SERVICE  
FOR SAID LOCAL AGENCY  
FOR THE SCHOOL YEAR BEGINNING JULY 1, 2019  
RENEWABLE FOR FOUR ONE-YEAR TERMS**

PROPOSALS WILL BE RECEIVED BY SPONSOR UNTIL **Fern Ridge School District 28J**

PROPOSALS WILL BE CONSIDERED AND A CONTRACT EXECUTED PURSUANT TO THE  
PROPOSED TIMELINE IN SECTION II, PART B BELOW.

PROPOSALS AND SUPPORTING DOCUMENTATION AS DESCRIBED IN THIS  
REQUEST FOR PROPOSAL (RFP) ARE TO BE DELIVERED TO:

Quanah Bennett

Business Manager

88834 Territorial Road

Elmira OR 97437.

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## Glossary of Terms

**Bidder** means the entity that responds to an Invitation for Bids for the purpose of providing a product or service.

**Buy American** means the “Buy American” provision (in section 12(n) of the National School Lunch Act) requires schools to purchase, to the maximum extent practicable, domestic commodities and products. A domestic commodity or product means an agricultural commodity that is processed in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition. Any entity that purchases food or food products on behalf of the SFA must follow the same “Buy American” provisions that the SFA is required to follow.

**Code of Federal Regulations (CFR)** means the codification of the general and permanent rules published in the *Federal Register* by the Executive departments and agencies of the Federal government.

**Competitive Proposals (previously known as Competitive Negotiation), i.e., a Request for Proposal**, means a method of procurement whereby a technical proposal is solicited that explains how the prospective contractor will meet the objectives of the solicitation and a cost element that identifies the costs to accomplish the technical proposal. While price alone is not the sole basis for award, price remains the primary consideration when awarding a contract under the competitive proposal method. **Contract** means a formal, legally enforceable agreement between a buyer (client) and a seller (contractor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller. A contract must clearly and accurately describe the goods and/or services to be delivered or performed and the terms and conditions of the agreement. In the case of school meals programs, a contract is executed by the authorized representatives of the SFA and the contractor that calls for the provision of services, materials, supplies or equipment by the contractor in accordance with all conditions and specifications in the bid/proposal documents, for a price to be paid by the SFA prior to execution.

**Contract Documents** means the bid specifications, requirements, the IFB and the RFP as applicable, and the resulting contract.

**Donated Foods** means foods donated, or available for donation, by the United States Department of Agriculture.

**Equipment** means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more. State law or policy may set stricter capitalization thresholds for equipment than the one set by Federal standards. Any SFA may use its own definition of equipment if its definition would at least include all items of equipment as defined here. State agency prior approval is required for all capital equipment items with an acquisition cost of \$5,000 or more unless the item is identified on the State agency approved list, if applicable.

**Execution of Contracts** means to complete and formally sign the legal document. For school meals purposes, it is the official signing of the contract by the SFA and the contractor, which indicates that the contract has begun (or has been renewed). Before any contract or amendment to an existing FSMC contract is executed, a State agency must review and approve the contract terms and assure that the SFA has incorporated all State agency required changes into the contract or amendment.

**Fixed-price** means a price that is fixed at the inception of a contract and is guaranteed for a specific period of time. A fixed-price contract may also contain an economic cost adjustment provision based on a measurable index such as the Consumer Price Index for All Urban Consumer.

**FNS** means the Food and Nutrition Service of the United States Department of Agriculture. FNS administers the nutrition assistance programs of USDA. The mission of FNS is to work with partners

to provide food and nutrition education to people in need in a way that inspires public confidence and supports American agriculture.

**Food Service Management Company (FSMC)** means a commercial enterprise or a nonprofit organization that is or may be contracted with by the SFA to manage any aspect of the school food service. [7 CFR 210.2] Under the Summer Food Service Program an FSMC means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in §225.15. Food service management companies may be: (a) Public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies. [7 CFR 225.2] Under the Child and Adult Care Food Program an FSMC means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program. [7 CFR 226.2].

terms.

**Local educational agency (LEA) is** a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public elementary schools or secondary schools.

**Material Change** means any change made to a contract after it has been awarded that alters the terms and conditions of that contract substantially enough that had other respondents known of these changes in advance, they could have bid differently and more competitively.

**Meal Equivalency Factor (MEF)** is a statistical tool that is used to convert a la carte sales into a standard of measure, in this case a "meal." The MEF is often used to convert a la carte sales into meal equivalents for billing purposes in fixed price contracts.

**Noncompetitive Proposal** – found in 2 CFR 200.320(f) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (A) The item is available only from a single source;
- (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (C) The awarding agency authorizes noncompetitive proposals; or
- (D) After solicitation of a number of sources, competition is determined inadequate.

Proposals must include both price and terms using the same procedures that would be followed for competitive proposals.

**Non-federal entity:** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit School Food Service** means all food service operations conducted by the SFA principally for the benefit of schoolchildren, all of the revenue from which is used solely for the operation or improvement of such food services. Per 7 CFR 210.16(a)(5)& (6) school food authorities must retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims and must retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals.

**Offeror** means the entity that provides an offer in response to a solicitation (either an invitation for bids (IFB) or request for proposals (RFP)), for the purpose of providing a product or service and the price/cost of providing such.

**Processor** means any commercial facility which processes or repackages USDA Foods. However, commercial enterprises that handle, prepare, and/or serve products or meals containing USDA Foods

on-site solely for the individual recipient agency under contract are exempt under this definition. For further information see the definition in 7 CFR 250.3.

**Procurement** means the process of obtaining goods and/or services in accordance with applicable rules and regulations.

**Request for Proposal (RFP)** means a type of solicitation document used for the formal procurement method of competitive proposals. The RFP identifies the goods and services needed and all significant evaluation factors. The RFP is publicized and is used to solicit proposals from a number of sources. Negotiations are conducted with more than one of the sources submitting proposals, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals may be used if conditions are not appropriate for the use of competitive sealed bids.

**Responsible Offeror** means an entity capable of performing successfully under the terms and conditions of the contract.

**Responsive Bid/Proposal** is one which conforms to all the material terms and conditions of the solicitation.

**School Food Authorities (SFAs)** means the governing body which is responsible for the administration of one or more schools, and has legal authority to operate the National School Lunch Program or School Breakfast Program therein or be otherwise approved by FNS to operate the program. The school system superintendent is typically the person authorized by the governing body to sign legal documents for the SFA.

**Sealed Bids, i.e., an Invitation for Bids (IFB)**, means a formal method of procurement in which bids are publicly solicited, i.e., through an invitation for bids (IFB), resulting in the award of a firm-fixed price contract to the responsible bidder whose bid is responsive to the IFB, conforms to all the material terms and conditions of the invitation for bids, and is lowest in price. In the case of local and tribal governments, the IFB must be publicly advertised. Bids must be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set in the IFB for opening the bids. For local and tribal governments, the bids must be opened publicly.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the Simplified Acquisition Threshold. The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this guidance, the Simplified Acquisition Threshold is \$150,000, but this threshold is periodically adjusted for inflation. [2 CFR 200.88]

**Sole Source Procurement** –refers to one type of noncompetitive proposal found in 2 CFR 200.320(f)(see Noncompetitive proposal, above); in the Child Nutrition Programs this occurs only when the goods or services are available from only one manufacturer through only one distributor or supplier. Sole source describes a condition of the procurement environment. In a true sole source situation, conducting a traditional solicitation (sealed bid, competitive negotiation or small purchase) is a meaningless act, because the element of competition will not exist. When faced with an actual sole source situation, an SFA must first obtain State agency approval, and then go directly to the one source of supply to negotiate terms, conditions and prices.

**Solicitation** means a document used by the SFA to acquire goods and/or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all of the contract provisions required by Federal procurement regulations, requirements, terms, and conditions which the offerors must fulfill and all other factors to be used in evaluating the bids or proposals.

**Sponsor** means a person or institution who is responsible for one or more programs under the Oregon Department of Education Child Nutrition Program.

**State Agency** means Oregon Department of Education.

**USDA Foods** means foods purchased by the United States Department of Agriculture. USDA Food Programs support domestic nutrition programs and American agricultural producers through purchases of domestic agricultural products for use in schools and institutions.

**Vendor** means a merchandiser of complete meals, meal components, or raw materials.

**ARTICLE I. TERMS AND CONDITIONS FOR REQUEST FOR PROPOSALS FOR FOOD SERVICE MANAGEMENT CONTRACT**

**A. INTRODUCTION**

Pursuant to state and federal law, Fern Ridge School District, Local Educational Agency (hereafter called the Sponsor) participating in the National School Lunch Program (NSLP), Child and Adult Care Food Program (CACFP), Fresh Fruit and Vegetable Program (FFSVP), School Breakfast Program (SBP), Special Milk Program (SMP) or Summer Food Service Program (SFSP) may contract with a food service management company (FSMC) to operate eligible school food services. The administration of all USDA Child Nutrition Programs is the responsibility of the Oregon Department of Education (hereafter called the Department). All terms and conditions of procurement and contracting are subject to 2 CFR 200, 7 CFR 210, 7 CFR 250, and Oregon Administrative Rules 581, Division 51, as applicable.

The successful FSMC will be required to enter into the Oregon Department of Education standard form agreement titled "SPONSOR- FSMC Contract". The contract awarded will be a fixed price contract. The FSMC will be paid at a fixed rate per meal. The SPONSOR must determine and receive the full value of USDA Foods, i.e., credits or reductions. The FSMC is responsible for reporting this monthly to the SPONSOR. Adjustments may be accomplished on the monthly invoice from the FSMC or by an annual adjustment as determined by the SPONSOR. USDA Foods values are to be based on the Federal Web Based Supply Chain Management (WBSCM) system for direct delivery food products and the Summary End Product Data Schedules (SEPDS) set forth in the National Processing Agreement (NPA) or the State Processing Agreement (SPA) for processed end products .

**B. TIMELINE**

**Proposed Schedule:**

State Agency RFP approval	January 17, 2019
RFP Release for Advertisement:	January 25, 2019
Proposal Meeting and Site Visit Tour (Mandatory)	February 5, 2019
RFP Questions Due	February 7, 2019
Proposals Due:	February 26, 2019
Proposals Scored:	February 28, 2019
Notification of Apparent Successful Proposer:	March 1, 2019
Post-Selection Review and Protest Period Ends:	March 8, 2019
Respond to Post-Selection Review comments:	March 13, 2019
Board Approval of Selected Proposer:	March 18, 2019
State Agency Approval	April 8, 2019
Contract Signed and Executed By:	April 30, 2019

Submit signed contract to the Department: May 10, 2019

The SPONSOR or the Department may, if necessary, revise these dates.

**C. GENERAL PROPOSAL INFORMATION**

The SPONSOR reserves the right, in its sole discretion:

1. to amend the RFP;
2. to extend the deadline for submitting proposals;
3. to decide whether a proposal does or does not substantially comply with the requirements of this RFP;
4. to waive any minor irregularity, informality, or nonconformance with this RFP;
5. to obtain or provide references to other public agencies, upon request, regarding the proposer's contract performance; and
6. at any time prior to the contract execution (including after announcement of the apparent awardee):
  - (a) to reject any proposal that fails to substantially comply with all prescribed RFP requirements and procedures, and
  - (b) to reject all proposals received and cancel this RFP upon a finding by the SPONSOR that there is good cause therefore and that such cancellation would be in the best interests of the SPONSOR.

**ALL PROPOSERS WHO SUBMIT A RESPONSE TO THIS RFP UNDERSTAND AND AGREE THAT THE DEPARTMENT AND THE SPONSOR ARE NOT OBLIGATED THEREBY TO AWARD A CONTRACT TO ANY PROPOSER. NEITHER THE DEPARTMENT NOR THE SPONSOR HAS ANY FINANCIAL OBLIGATION TO ANY PROPOSER. IN ADDITION, EACH PROPOSER UNDERSTANDS AND AGREES THAT NEITHER THE DEPARTMENT NOR THE SPONSOR SHALL BE RESPONSIBLE FOR ANY EXPENSES AND COSTS INCURRED IN SUBMITTING A RESPONSE TO THIS RFP. EACH PROPOSER WHO RESPONDS TO THIS RFP DOES SO SOLELY AT THE PROPOSER'S COST AND EXPENSE.**

#### **D. ADDENDA**

Questions regarding the information contained in this Request for Proposal must be submitted to contact name, add name School District, not later than 2:00 p.m. PST, February 7, 2019. All questions must be submitted in writing or sent to add email address here and received by the specified date and time. No oral questions or post marks will be accepted.

If any part of this RFP is amended, addenda will be provided to all proposers who received the initial RFP.

Failure to acknowledge all addenda may result in declaration of your RFP as nonresponsive.

#### **E. SUBMISSION OF PROPOSALS**

The following items explain the format requirements for proposal preparation and submission. The SPONSOR reserves the right to eliminate from consideration any FSMC proposal received, which does not follow this format.

- Proposal must be submitted in the name of the legal entity registered with the State of Oregon, Corporations Division, to do business in the State of Oregon or an independent contractor.

- Proposers are to respond to the questions asked; limiting answers to no more than 2 typed 8.5 x 11 pages per item using 11 point or larger font, no less than singled spaced. Marketing materials are neither requested nor desired. Attachments must be limited to pertinent information that addresses the questions and scoring categories. Submission of extraneous marketing materials may result in a proposal being deemed non-responsive. **Any proposal that fails to follow the format specified in this RFP will be considered non-responsive and may be eliminated for consideration by the SPONSOR. The SPONSOR reserves the right to reject any or all bids, if deemed in the best interest of the SPONSOR.**
- Proposal should have a title page which list all contact information.
- At least one (1) proposal must bear an original signature signed in **Blue ink** and dated by the Applicant/s or a representative legally authorized by the Applicant/s.
- Three (3) copies of the proposal must be submitted in sealed packages or envelopes. All packages and envelopes must be marked clearly with the note: “RFP--School Food Service” with the date and time for opening. One (1) copy of the proposal submitted electronically on a CD in word.
- No oral, telephonic, or facsimile proposals will be accepted.
- Proposals including pricing information must be received by **2:00 on February 26, 2019**. Late proposals or modifications will not be accepted.

The SPONSOR will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial and technical resources indicate an ability to perform the services required by this solicitation.

The SPONSOR is prohibited from entering into a contract with a FSMC that provides recommendations, developer, or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions or other documents for use in conducting the procurement.

**F. ACCEPTANCE OF CONTRACTUAL REQUIREMENTS**

SPONSOR considers this RFP to be legally binding. This RFP and the resulting winning proposal submitted by an offeror in response to this RFP will be incorporated into the subsequent awarded contract between the selected FSMC and SPONSOR. It should be understood by the offeror that this means the SPONSOR expects the offeror’s proposal in response to this RFP to satisfy all requirements listed herein. Exceptions should be explicitly noted in offeror’s proposal. Lack of exceptions listed on an offeror’s proposal will be considered as acceptance of all of the specifications including terms and conditions and other requirements as presented in this RFP. All exceptions will be evaluated after the due date during the time of proposal evaluations. No exceptions, addendums, amendments, or other changes to the awarded contract will be allowed thereafter. The only allowable amendments will be the amendment to renew the awarded contract. This amendment will be presented to the contractor by the SFA at the time of renewal. The addition of offeror’s terms and conditions after due date of this RFP will not be allowed.

## **G. PRICE**

Prices, costs, and expenses quoted in submitted proposals shall include all costs for services provided under the contract. The SPONSOR shall establish all selling prices, including price adjustment, for all reimbursable and non-reimbursable meals/milk and a la carte sales (including vending, adult meals, contract meals, and catering) prices. Any unspecified costs shall be borne by the contractor per Oregon Administrative Rule (OAR) 581-051-0570

## **H. PUBLIC RECORDS**

This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the SPONSOR and made part of a file or record, which shall be open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be marked with the following caption:

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Sheets identified as containing trade secret information shall not contain non-trade secret material. A violation of this requirement shall result in the entire sheet being subject to public disclosure. SPONSOR shall have no liability of the disclosure of trade secret material and especially so when the material is not properly marked or separated from non-trade secret material.

## **I. INVESTIGATION OF REFERENCES**

The SPONSOR reserves the right to investigate the references and past performance of any proposer with respect to its successful completion of similar projects, compliance with contractual obligations and specifications, and lawful payments of suppliers, contractors, and workers. The SPONSOR may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete the investigation. The SPONSOR reserves the right to reject any or all proposals at any time prior to the execution of a contract.

- Proposers must include a listing of comparable District where they have current Child Nutrition management services. Listing must include a district contact name, email address, and telephone number.
- Proposers must include in the listing all Districts in the State of Oregon where they currently provide Child Nutrition management services.
- Proposers must include a listing of all lost or discontinued District accounts within the last five (5) years.

## **J. RECYCLED PRODUCTS**

Proposers shall use recycled products to the maximum extent economically feasible in the performance of the contract work set forth in this document. .

**K. PROPOSAL MEETING AND SITE VISIT**

The scheduled mandatory proposal meeting and site visit is a proposer’s only opportunity to visit the sites. Information provided as a result of proposer questions at the meeting will be distributed as addenda. Attendance at proposal meeting and site tours shall be limited to two (2) outside representatives from each proposer.

Vendors may have cameras to document the sites visited. **Under no circumstances will photos of students or staff be allowed.** Questions during the tour will be noted by SPONSOR staff with answers being distributed via addendum at a later date. Vendors may also submit questions in writing after the tour.

The starting point for this meeting will be the District Office at 8834 Territorial Road, Elmira, OR 97437. The starting time for this meeting is 9:00 a.m.

**L. PROPOSAL EVALUATION PLAN**

Proposals shall be thoroughly reviewed and subjected to an impartial evaluation by SPONSOR administrators using the following scoring system.

CRITERIA FOR EVALUATION	<u>POINTS</u>
a. Financial Pro Forma	40
b. Proposed Food, Nutrition and Wellness Programs	25
c. Employee Training & Development Plan including work environment & Food Handling Safety	15
d. Community Involvement and Communications Plan	15
e. Depth of Resident Director, management & support resources	20
f. Child Nutrition Experience with other comparable Districts	15
g. Professional Standards for All SNP Employees	<u>20</u>
	150

**M. POST-SELECTION REVIEW**

Competing proposers shall be notified in writing of the selection of the apparent successful proposer and shall be given five (5) calendar days to review the RFP file and evaluation report at the SPONSOR office. Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the SPONSOR to bid protests. SPONSORs are responsible for properly responding to protests and concerns raised by potential contractors. SPONSOR must attach their bid protest procedures to their RFPs. Any questions or concerns about the selection process must be in writing and must be delivered to:

Quanah Bennett, Business Manager

88834 Territorial Road

Elmira, OR 97437

The SPONSOR will promptly respond to proposer questions or concerns. The decisions of the SPONSOR are final.

**N. RESERVATIONS**

Please review this information for your district.

The Board of Directors of Fern Ridge School District herein expressly reserves the following rights:

1.To negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The District does not intend to award a contract solely on the basis of any response made to this request for proposal or in any way to pay for information solicited or obtained. The information obtained will be used in determining what seems to best serve the interest of the District.

2.To consider the competency and responsibility of bidders and of their proposed subcontractors in making the award.

3.To make the award based on its best judgment as to which contractor will provide a program which best meets the Districts expectations of a program employing the highest standards of quality, nutritional standards, palatability and menu variety.

4,To make such changes or corrections in plans, specifications, or quantities as it may deem necessary or desirable prior to the proposal opening. Contractors will be notified of such changes in writing by addenda mailed to the address on file in the District Office.

**O. CONTRACT:**

The successful proposer shall enter into a fixed price contract for a period of one (1) year duration, beginning on or about July 1, 2019 and ending June 30, 2020. The contract may be renewed, upon the fulfillment of all contract provision and mutual written agreement of the SPONSOR and FSMC in a addendum executed by the Board-authorized signatory of the SPONSOR and the FSMC prior to expiration of this agreement or subsequent renewal periods, for a maximum of four (4) additional one (1) year terms, at the sole discretion of the SPONSOR. In the event that the SPONSOR and the FSMC agree to renew, the Agreement shall continue under the same terms and conditions as set fourth herein. No material changes in the Agreement may be made by either party. Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the Child Nutrition (CN) programs. However, at a minimum, a change is material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP. Services or features contingent on multi-year contracts

are not allowable, for example equipment installation may not be stipulated for contract renewal years.

The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations. The SPONSOR reserves the right to expand the Federal Child Nutrition programs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained from ODE.

The original contract must specify the Consumer Price Index (CPI) Food Away From Home series of the CPI for All Urban Consumers, published by the Bureau of Labor Statistics of the Department of Labor for the 12-month period March 2018 to March 2019 fill in current years. Adjustment factors may include changes in federal reimbursement rates

The successful proposer shall enter into a contract with the SPONSOR, which embodies the preceding specifications.

The contract must be drafted by the SPONSOR using the ODE template contract as revised to reflect negotiations and subject to final approval by the SPONSOR. The awarded contract must be completed and include all documents contained in the RFP and subsequent negotiations. Changes or amendments are not valid unless approved by ODE prior to contract execution of the awarded contract between the SPONSOR and the selected FSMC.

## **ARTICLE II. REQUIRED MATERIALS CONSTITUTING A RESPONSIVE PROPOSAL**

### **A. MANDATORY ITEMS**

#### **THE FOLLOWING ITEMS 1 - 5 ARE TO BE SUBMITTED WITH ALL PROPOSALS. PROPOSALS NOT CONTAINING ALL APPLICABLE ITEMS WILL BE REJECTED.**

- 1. Cover Letter.** The Proposer must submit a cover letter, which contains a brief explanation of the features of the proposal. The Proposer must include the email address, telephone and facsimile numbers of an authorized representative of the FSMC. The cover letter should acknowledge receipt of any amendments or modifications to the RFP.
- 2. Completed Certificate of Independent Price Determination (Attachment A)**
- 3. Certificate of Suspension and Debarment—if applicable (Attachment B)**
- 4. Certification of Clean Air and Water – if applicable (Attachment C)**
- 5. Certification Regarding Lobbying – if applicable (Attachment D)**
- 6. Financial Pro Forma- if applicable (Attachment E)**
- 7. Proposal Cover Sheet Certification- if applicable (Attachment E)**
- 8. Buy American Provision -** The SPONSOR and the FSMC shall purchase, to the maximum extent practicable, domestic agricultural commodities or products. Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that “substantially means over 51% from American products.” Therefore, over 51% of

the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. This provision applies to all food purchases paid from the nonprofit school food services account. (7 CFR Part 210.21(d) and USDA memo 38-2017).

**Limited Exceptions to the Buy American provision-** There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the “domestic” standard as described above (i.e., “non-domestic”) in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the SFA, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non domestic product.

**9. Financial Terms:** Complete as to all price terms using a maximum of two (2) decimal points \$X.XX, methods of determining costs, rebates, methods of allocating expenses, methods of determining meal equivalents, and all formulas for computing fixed price per meal rate. The FSMC shall determine a per meal price as if all food was purchased (no commodities available.). To the extent relevant in determining financial terms, the FSMC shall use the exact information provided in Appendix (A).

For fixed price per meal purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-third (1/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) of a meal/meal equivalent

Computation of Lunch Equivalency Rate (LER) for a la carte sales.

The computation below for computation of LER is only a model. SFAs are encouraged to use this criterion as a minimum in computing the LER and should establish the rate based on other district criteria in efforts to promote reimbursable meals over a la carte sales.

<b>Year One Lunch Equivalency Rate (LER)</b>	
1. Current Year Federal Free Rate of Reimbursement:	\$ <u>3.31</u>
2. Current Year State Match Reimbursement Rate:	\$ <u>.045</u>
3. Current Year Value of USDA Entitlement USDA Foods:	\$ <u>.3425</u>
<b>Total Lunch Equivalency Rate (Sum of 1+2+3):</b>	<b>\$ <u>\$3.70</u></b>

The term materially consistent shall mean that a change does not (1) materially increase selected FSMC’s cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

**10. Menu Cycle.** The FSMC must comply with the 21-day menu cycle and specifications (Appendix B) developed for the NSLP, SFSP and CACFP Programs. Any changes made by the FSMC after the first initial menu cycle may be made only with the approval of the

SPONSOR. The SPONSOR shall approve the menus no later than two (2) weeks prior to services. (Reference 7 CFR 210.10, 7 CFR 210.16(b) (1)).

11. **Schools to be served.** The individual named schools and sites within the jurisdiction of the SPONSOR that the FSMC proposes to serve in the contract are listed in (Appendix C).
12. **Management Services.** Provide a descriptive narrative of the services provided each of the following areas. Limit your response to pertinent information, the SPONSOR is not interested in receiving marketing material, reports, or other extraneous information. Narrative responses must not exceed 12 maximum pages.
  - a) Employee staffing, training and development plan – limited to 2 pages
  - b) Resume of proposed Director – limited to 2 pages
  - c) Community involvement and communications plan – limited to 2 pages
  - d) Depth of management and support resources – limited to 2 pages
  - e) Nutritional and Wellness awareness programs – limited to 2 pages
  - f) Food service experience with other comparable public school districts, including the demonstrated ability to manage a financially self-sustaining program. Preference will be given to experience with Oregon public school districts. – limited to 2 pages

13. **Program Information.** Interested Proposers are required to utilize the exact participation levels, meal counts, service days, meal prices, federal reimbursement rates, state reimbursement rates, equivalent meal sales information, Employee work days, daily hours and average hourly rate information and district indirect costs (if applicable) as detailed in **Appendix A, Program Information**, to develop their financial proformas, which enables the SPONSOR to compare proposals from the various Proposers. Financial proformas that do not use the exact information as provided in appendix A, Program Information, will not be accepted. Alternate financial proformas or proposals will not be considered and may result in the proposer being disqualified from the selection process for being “nonresponsive”:

### III. SCOPE OF WORK

#### 1. OVERVIEW OF FERN RIDGE SCHOOL DISTRICT FOOD SERVICE

- A. **Scale.** The SPONSOR provides food service to approximately one thousand five hundred (1,500) children at four (2) elementary schools, (1) Middle School, (1) High School, and (1) Grades 9-12 Charter School . The food service prepares approximately 113,000 lunches annually and 39,822 breakfasts annually. This is sample of information for here.

The SPONSOR shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of State Agency and USDA regarding each Child Nutrition Programs (CNP) covered by the resulting contract.

The Sponsor shall retain signature authority for the monthly claim for reimbursement in CNPweb.

The SPONSOR shall retain control and signature authority of the CNP nonprofit food service account and overall financial responsibility for the CNP. (7 CFR210.16 (a)(4)(5))

B. Responsibilities. The responsibilities of the food service include the following:

1. Preparing and serving meals and meal supplements (snacks) to students, and participants in NSLP and SBP.
2. Preparing and serving meals to staff, parent organizations, and for some scheduled events (conferences, business partnerships, etc.), whether in or out of the SPONSOR;
3. If the selected FSMC is procuring goods or services which are being charged to the SPONSOR under the awarded contract outside of the fixed price per meal (e.g. equipment), the selected FSMC is acting as an agent for the SPONSOR and must follow the same procurement rules under which the SPONSOR must operate and that the selected FSMC may not serve as a vendor. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the SPONSOR.
4. Oversight and coordination of purchasing, maintaining and repairing all equipment used in the kitchen;
5. Maintaining all kitchen areas and working environments in a safe and sanitary condition;
6. The SPONSOR shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the selected FSMC preparing or serving meals at any SPONSOR facility. 7 CFR 210.16(a)(3).

The selected FSMC shall maintain state and/or local health certifications for any facility outside the SPONSOR in which it proposes to prepare meals and shall maintain this health certification for the duration of the awarded contract as required under USDA Regulations 7 CFR 210.16(a)(7) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.

7. Maintaining full and complete program, financial and inventory records sufficient to meet federal and state requirements and in accordance with generally accepted accounting principles.
8. Free and Reduced Price, and Paid Reimbursable Meals:
  - a. SPONSOR shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster. The selected FSMC may act as an agent for the SFA related to these responsibilities.
  - b. SPONSOR shall be responsible for development and distribution of the parent letter, and Application for Free and Reduced Price Meals, Direct Certification, and determination of eligibility for free or reduced price meals. The selected FSMC may act as an agent for the SFA related to these responsibilities.
  - c. SPONSOR shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
  - d. SPONSOR shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations. The selected FSMC may act as an agent for the SFA related to these responsibilities

- e. SPONSOR and FSMC must ensure that no child is subject to overt identification of eligibility as described in 7 CFR 245.8 or is discriminated against.
  - f. SPONSOR must offer free, reduce price, and paid reimbursable meals to all eligible students.
  - g. Ensure that the SPONSOR's policy for providing meals to students without adequate funds is followed. The policy will protect students by providing equal services to all students. The FSMC will bill the SPONSOR for the meal served with the SPONSOR payment from funds other than non-profit food service funds.
9. Ensure all reimbursable meals meet the Food-Based Meal Pattern and nutrition standards as required by the USDA. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SPONSOR for each food component in the meal pattern in accordance with 7 CFR 210.10, 7 CFR 226.20 or do not otherwise meet the requirements of this RFP.

Reimbursable meals must adhere to all calorie ranges and meet the nutrition standards for the National School Lunch, and School Breakfast programs and Fresh Fruit and Vegetable Program as applicable.

- a. National School Lunch Program (NSLP): The Food-Based Menu Planning (7 CFR 210.10(K)(1)) is used at all sites for lunch. Both SPONSOR and FSMC shall comply with applicable rules, regulations, policies, and instructions by the Department, USDA Food and Nutrition Service (FNS) and any additions or amendment thereto, including USDA regulations for the National School Lunch Program 7 CFR 210.10, 7 CFR 210.12, 7 CFR 210.13, 7 CFR 210.14, 7 CFR 210.15, 7 CFR 210.16, 7 CFR 210.20, 7 CFR 210.21, 7 CFR 210.23.
- b. School Breakfast Program (SBP): The Food-Based Menu Planning (7 CFR 220.8(a)(5)(iii)) is used at all sites for breakfast. Both SPONSOR and FSMC shall comply with applicable rules, regulations, policies, and instructions by the Department, USDA Food and Nutrition Service (FNS) and any additions or amendment thereto, including USDA regulations for the School Breakfast Program 7 CFR 220.8, 7 CFR 220.12, 7 CFR 220.16, 7 CFR 220.17

The selected FSMC shall:

- a. Serve meals on such days and at such times as requested by the SPONSOR.
- b. Promote efforts to increase participation in the child nutrition programs.

Both SPONSOR and FSMC shall comply with applicable rules, regulations, policies, and instructions by the Department, USDA Food and Nutrition Service (FNS) and any additions or amendment thereto, including USDA regulations. 7 CFR 210, 7 CFR 215, 7 CFR 220, 7 CFR 225 and 7 CFR 226

- C. Financial Requirements. The food service program will be run on a cost effective basis so as to be self supporting. The SPONSOR and the FSMC shall work together to ensure a financially sound and well-run operation. The FSMC shall guarantee that the food service program will achieve, at a minimum, financial break-even, defined, as "generated program

revenues will be sufficient to cover the fixed price per meal for all meals served plus LEA direct and indirect costs as set forth in this Section.”

- D. Management Goals. The FSMC will provide nutritious, high-quality meals and snacks to students and participants in NSLP, CACFP, SBP, SMP, FFVP, and SFSP; accommodate special diets where medically necessary, provide occasional catered food services, and improve nutrition awareness.

The SPONSOR shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of ODE and USDA regarding each of the CN Programs covered by this contract.

- E. Schools and other facilities served. The Food Service department provides regular food service at five (5) school sites – Elmira Elementary, Veneta Elementary, Fern Ridge Middle School, Elmira High School and West Lane Technical Learning Center(WLTLC) , and occasional service at other sites as requested or required. See Appendix C for the list.
- F. Food Service Office: The food service office is located at Elmira High School, 24936 Fir Grove Ln. Elmira, OR 97437
- G. Professional Standards for All School Nutrition Program Employees. Both SPONSOR and FSMC must review and following guidance from the Food and Nutrition Services (FNS) on the final rule “Professional Standards for State and Local School Nutrition Programs Personnel as required by the Healthy, Hunger-Free Kids Act of 2010” (80 FR 11077). The final rule seeks to ensure that State and local school nutrition program personnel in the National School Lunch and School Breakfast Programs have the knowledge and skills to manage and operate the programs correctly and successfully. The final rule is available at: <http://www.fns.us.gov/school-meals/professionalstands> and SP39-2015 available on ODE’s website.
- H. Advisory Group. The SPONSOR shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the SPONSOR advisory board composed of students, teachers, and parents to assist in menu planning (Reference 7 CFR 210.16 (a)(8)).
- I. Emergency Closing: The SPONSOR shall notify the selected FSMC of any interruption in utility services of which it has knowledge.

The SPONSOR shall notify the selected FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions.

#### **ARTICLE IV: DESCRIPTION OF RESPONSIBILITIES OF CONTRACTOR (FSMC):**

- A. General. The Contractor or “FSMC” (Food Service Management Company) selected pursuant to this request for proposals will provide management and supervision of the SPONSOR Food Service Department. The Food Service must be managed so as to

efficiently and effectively fulfill the responsibilities described, and so as to achieve the Management Goal and Financial requirements described in Section 1 above.

**B. Use of Donated Foods**

- 1) Any USDA Foods received (when the foods arrive at the school kitchen, SPONSOR storage facility, or FSMC storage facility in either raw form or in processed end products) by the SPONSOR and made available to the FSMC must accrue solely to the benefit of the SPONSOR's nonprofit school food service and SFSP programs, if applicable, and shall be fully utilized therein. The FSMC shall have records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the SPONSOR. 7 CFR 210.16(a)(6)

Year-end reconciliation shall be conducted by the SPONSOR to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC during the fiscal year. The SPONSOR reserves the right to conduct USDA Foods credit audits throughout the year to ensure compliance with Federal regulations 7 CFR 210 and 7 CFR 250.

The Sponsor must maintain documentation that the FSMC has credited the full value of all donated foods received for use in the Sponsor's food service in the school year, including, in accordance with the requirements in requirements in 7CFR 250.15(a), the value of donated foods contained in processed end products.

- 2) The SPONSOR shall retain title to all USDA Foods and the FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable.
- 3) FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SPONSOR. FSMC agrees that any procurement and/or utilization of end products by FSMC on behalf of the SPONSOR will be in compliance with the requirements in subpart C of 7 CFR Part 250, and with the provisions of SPONSOR's processing agreements. SPONSOR will not be responsible for or reimburse FSMC for any costs FSMC incurs for processing commodities during the term of the contract.
- 4) USDA Foods allocated to the SPONSOR will be delivered to and utilized by the FSMC equitably for lunches served to students at the SFA.
- 5) Based on actual bulk USDA Foods received, it may be necessary for the FSMC to make adjustments to the SPONSOR at the end of the school year. The SPONSOR is responsible for assuring adjustments are made. The SPONSOR must receive all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SPONSOR account.

The FSMC must credit the SPONSOR for the value of all USDA Foods received for use in the SPONSOR's meal service in the school year or fiscal year (including both entitlement and bonus foods), and include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a).

The FSMC shall provide the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited.

The FSMC shall use the USDA Foods values as posted on the Web-Based Supply Chain Management (WBSCM) system for direct delivery food products and the Summary End Product Data Schedules (SEPDS) set forth in the National Processing Agreement (NPA) or the State Processing Agreement (SPA) for processed end products including the value of USDA Bonus Foods 7 CFR 250.51(c).

The FSMC shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250.

The FSMC must use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SPONSOR's food service.

The FSMC must use all other USDA Foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SPONSOR's food service.

The procurement of processed end products on behalf of the SPONSOR, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or SFA processing contracts, and will ensure crediting of the SPONSOR for the value of USDA Foods contained in such end products at the processing agreement value.

The FSMC may not itself enter into the processing agreement with the processor that is required in subpart C of 7 CFR 250 in accordance with 7 CFR 250.50(d) and 7 CFR 250.53(8).

The FSMC must comply with the storage and inventory requirements for USDA Foods in accordance with 7 CFR 250.52.

The distributing agency, sub distributing agency, or SPONSOR, the Comptroller General, USDA, or their duly authorized representatives, may perform onsite reviews of the FSMCs food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods in accordance with 7 CFR 250.53(10).

The FSMC must maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b).

Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA Foods in accordance with 7 CFR 250.53(12).

- 6) The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

- 7) The FSMC shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SPONSOR's nonprofit food service in accordance 7 CFR 210.9(b)(15). The SPONSOR shall consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SPONSOR.
- 8) The FSMC shall account for all USDA Foods separately from purchased foods. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods. Failure by the FSMC to maintain the required records under this contract shall be considered *prima facie* evidence of improper distribution or loss of USDA Foods.
- 9) Upon the termination of the contract, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the SPONSOR.

- C. **Local Purchases:** The FSMC shall allow 5% per cent of food budget for local farm to school purchases.
- D. **Rebates.** All rebates, credits, and discounts from the purchase of food, beverages, merchandise, commodity processing and supplies from local, regional and national suppliers and distributors must be passed through to the SPONSOR. The estimated value of rebates, credits and discounts shall be used in formulating the fixed price per meal.
- E. **Capital Improvements.** The cost of capital improvements to the kitchen facilities shall be borne by the SPONSOR and shall not be included in direct operating costs of the program. Title to all capital improvements shall remain in the SPONSOR. No improvements are anticipated for the 2019-20 school year.
- F. **Food Service Supervisor.** The FSMC will employ a qualified professional to manage and oversee the food service operation, and to supervise all food service employees. The FSMC shall select and appoint the Food Service Supervisor with the SPONSORS's participation and final approval regarding the hiring of the selected FSMC's site manager.
- G. **Employees.** All non-management food service employees shall be employees of the FSMC. The FSMC shall have the responsibility of hiring, training, supervising, and disciplining of employees. In the selection and hiring process, the FSMC shall conduct a diligent and comprehensive background investigation of all prospective employees' character and criminal records. The FSMC shall be responsible for fingerprinting all employees that come in contact with students (ORS 326.603). The FSMC shall not knowingly employ anyone who has:
1. A felony or misdemeanor conviction with the past 10 years or any conviction for a crime of violence, sexual offense, drug use or sale, or child abuse of child pornography.

The FSMC further agrees that the SPONSOR shall have the right by written order to require removal from the FSMC operation serving the SPONSOR any person(s) who in the opinion of the SPONSOR is not of appropriate personality, character, temperament, or qualification.

The FSMC shall comply with the contract work hours/safety standard act and all wage and hours of employment requirements of federal and state laws. (40 U.S.C. 3701-3708)

The FSMC shall provide Worker's Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees including a waiver of subrogation in favor of Sponsor. FSMC shall furnish a Certificate of Insurance to the Sponsor. A renewal certificate will be sent to the Sponsor prior to coverage expiration.

The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to the use of SPONSOR's premises as established by the SPONSOR and which are furnished in writing to the FSMC.

The SPONSOR will require the selected FSMC to perform a criminal background check on any of the selected FSMC employee that will be working at the SPONSOR and disclose results to the SPONSOR.

- H. Reports. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SPONSOR will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SPONSOR no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. The SPONSOR shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.

The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.

The FSMC shall provide the SPONSOR with a year-end statement.

Books and records of the selected FSMC pertaining to the awarded contract shall be made available, upon demand, in an easily accessible manner for a period of three (3) years after the final claim for reimbursement for the fiscal year to which they pertain. Upon request, make all accounts and records pertaining to its school food service available to the State agency and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for resolution of the issues raised by the audit; (Reference 7 CFR 210, 7 CFR 220, 7 CFR 225, and 7 CFR 226)

The FSMC shall not remove federally required records from SPONSOR premises upon contract termination. Upon contract termination the FSMC must leave copies of the records at the Sponsors premises.

- I. Advertising: The FSMC shall follow the SPONSOR's policy regarding advertising.
- J. Survival Terms .In the event of a conflict between the terms of this section IV "Scope of Work" and a provision of the contract executed between the SPONSOR and the Contractor (FSMC) the following order of the precedence shall apply: contract, RFP, FSMC proposal.

Silence, absence or omission from contract specification concerning any point must be regarded as meaning that only best commercial practice are to prevail and that only material and workmanship of quality that would normally be specified by the SPONSOR is to be used.

**K. Terms and Termination.** The SPONSOR or the selected FSMC may terminate the awarded contract for cause by giving 60 days written notice (Reference 7 CFR 210.16(d)).

At any time, because of circumstance beyond the control of the SPONSOR as well as the selected FSMC, the selected FSMC, or the SPONSOR may terminate the awarded contract by giving 30 days written notice to the other party. You need to fill in the number of days.

**L. Other Requirements.**

The FSMC must ensure that the SPONSOR's policy for providing meals to students without adequate funds is followed. The policy will protect students by providing equal services to all students. The FSMC will bill the SPONSOR for the meal serviced with the SPONSOR payment from funds other than the non-profit food service funds.

The FSMC must ensure the SPONOR's policy for providing substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' *Individual Educational Plans (IEPs)* or 504 Plans and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the disability and need for substitutes as prescribed by a medical doctor or recognized medical authority, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.

Both the SPONSOR and FSMC agree that no child who participates in the NSLP, SBP, SFSP, CACFP, SMP, and FFVP will be discriminated against on the basis of ancestry, sex, race, color, religion, creed, national origin, sexual preference, marital or parental status, pregnancy, age, or physical, mental, emotional, or Sponsorring disability.

**Non-Discrimination:**

The contractor agrees to comply with (a) Title IV of the Civil Rights Act of 1964, (b) Section V of the Rehabilitation Act of 1973, (c) The Americans with Disabilities Act of 1990 and ORS.659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitations statuetes, rules and regulations.

**Attachments:**

- A. Certificate of Independent Price Determination
- B. Suspension and Debarment Certification
- C. Clean Air and Water Certificate
- D. Certification Regarding Lobbying

- E. Financial Pro Forma (includes Fixed Price per Meal Proposal)
- F. Proposal Cover Sheet

**Appendices:**

Appendix A Program Information – Including:

- Participation Counts (Including total Paid-Free-Reduced Price Meals and Snacks)
- Reimbursement Rates
- Equivalency Rates
- Meal Prices
- Service Days
- List of Schools/Sites and Serving Times
- Free and Reduced Information
- Child Nutrition Positions by location.
- SPONSOR Paid District Direct Charges

Appendix B 21-Day Cycle Menu (Elementary and Secondary) by program type

Appendix C Sites to be served

Appendix D Revenue/Expenditures for Fresh Fruit and Vegetable Program (FFVP) Attach to RFP if Applicable

Appendix E Minimum Food Specifications

## Attachment A

### Certificate of Independent Price Determination

Both the Local Educational Agency (SPONSOR) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

---

NAME OF FOOD SERVICE MANAGEMENT COMPANY      NAME OF LOCAL EDUCATIONAL AGENCY

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

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

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

- (1) He or she is the person in the 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 (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other 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 (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

---

SIGNATURE OF FSMC 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 to above.**

---

SIGNATURE OF SPONSOR AUTHORIZED REPRESENTATIVE      TITLE      DATE

## Attachment B

### Debarment and Suspension and Other Responsibility Matters Primary Covered Transactions

2 CFR 200.213- Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

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

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## Instructions for Certification

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

## Attachment C

### Clean Air and Water Certificate

**NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.**

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Educational Agency (SPONSOR) and Food Service Management Company (offeror) shall execute this Certificate.

\_\_\_\_\_  
NAME OF FOOD SERVICE MANAGEMENT COMPANY

\_\_\_\_\_  
NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with Clean air standards and Clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
  
- E. The term "Compliance" means compliance with Clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
  
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, Sponsored or supervised by the Food Service Management Company.

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SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE

DATE

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SIGNATURE/TITLE OF SPONSOR AUTHORIZED REPRESENTATIVE

DATE

## Attachment D

### Certification Regarding Lobbying Disclosure of Lobbying Activities

(Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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**Name/Address of Organization**

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**Name/Title of Submitting Official**

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**Signature**

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**Date**

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee      Tier _____, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>	
Congressional District, if known:	Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>	
<b>8. Federal Action Number, if known:</b>	CFDA Number, if applicable: _____	
<b>10a. Name and Address of Lobbying Entity:</b> (if individual, last name, first name, middle)	<b>9. Award Amount, if known:</b> \$ _____	
<b>11. Amount of Payment</b> (check all that apply): \$ _____  ____ Actual    ____ Planned	<b>10b. Individuals Performing Services</b> (include address if different from 10a.) (last name, first name, middle)	
<b>12. Type of payment</b> (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____	<b>13. Form of Payment</b> (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____	
<b>14. Continuation Sheet(s) SF-LLL-A Attached:</b> Yes _____ (Number _____) No _____	<b>15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</b>	
<b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Attach Continuation Sheet(s) SF-LLL-A (if necessary)	
Signature: _____	Print Name: _____	
Title: _____	Telephone: _____	
Date: _____		

Federal Use Only:

Authorized for Local Reproduction  
Standard Form -- LLL

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET SF-LLL-A**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The

filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

<p>The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.</p>
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## Attachment E

### Financial Pro Forma

**All Proposers must use the SPONSOR provided information for Pro Forma development. Maximum of two (2) decimal points \$X.XX**

*Financial Pro Formas that do not utilize the exact program information as provided will not be accepted.*

<b>Resources:</b>	Dollars	
CPM *		
Local sales:	_____	_____
Reimbursements:		
State	_____	_____
Federal		
National School Lunch Program	_____	_____
School Breakfast Program	_____	_____
Child and Adult Care Program	_____	_____
Summer Food Service Program	_____	_____
Special Milk Program	_____	_____
Fresh Fruits and Vegetable Program	_____	_____
Total Resources	_____	_____
<b>Requirements:</b>		
Food Costs:		
Food Costs (include worker meals)	_____	_____
Local Purchases	_____	_____
Total Food Costs	_____	_____
Labor Costs:		
Annual District Labor, Wages, Taxes & Benefits	_____	_____
Total Labor Costs	_____	_____
Non-Food Expenses:		
Office	_____	_____
MiSponsorge ( <i>in-district</i> )	_____	_____
Insurance/Bonding Expenses	_____	_____
Non-Food Supplies ( <i>paper/janitorial, etc</i> )	_____	_____
Equipment Repairs/Replacement	_____	_____
Marketing	_____	_____
District Indirect Charges	_____	_____
Other: _____	_____	_____
Total Non-Food Costs	_____	_____
Contract Services:		
On-Site Supervisor	_____	_____
Annual Hourly Labor: Wages, Taxes & Benefits	_____	_____
General & Administrative Costs	_____	_____
Other: _____	_____	_____
Total Contract Services	_____	_____
Total Requirements	_____	_____
<b>Net Gain/(Loss) to District</b>	_____	_____

- \* CPM-Cost Per Meal, include pattern breakfasts, lunches, and equivalent meals in calculations.

**Note: All rebates must be passed through to the SPONSOR. Expenses and costs noted above shall be net of these rebates.**

## Fixed Price Per Meal Proposal

### **SBP**

-Breakfast \$X.XX per meal (3 breakfasts = 1 meal)

List total Breakfasts served calculated at 3 = 1 meal calculation-Total Breakfasts = \_\_\_\_\_

### **NSLP**

-Lunch \$X.XX per meal (1 lunch = 1 meal)

-Snack \$X.XX per snack (4 snacks = 1 meal)

-Meal Equivalents \$X.XX per meal based on \$3.70 rate

List total Lunches served calculated at 1 = 1 meal calculation Total Lunches = \_\_\_\_\_

List total Snacks served calculated at 4 = 1 meal calculation Total Snacks = \_\_\_\_\_

Total Meal Equivalents at \$3.70=1 \_\_\_\_\_

### **SFSP**

-Breakfast \$X.XX per meal (3 breakfasts = 1 meal)

-Lunch \$X.XX per meal (1 lunch = 1 meal)

-Snack \$X.XX per snack (4 snacks = 1 meal)

List total Breakfasts served calculated at 3 = 1 meal calculation-Total Breakfasts = \_\_\_\_\_

List total Lunches served calculated at 1 = 1 meal calculation-Total Lunches = \_\_\_\_\_

List total Snacks served calculated at 4 = 1 meal calculation-Total Snacks = \_\_\_\_\_

### **CACFP**

-Breakfast \$X.XX per meal (3 breakfasts = 1 meal)

-Lunch \$X.XX per meal (1 lunch = 1 meal)

-Snack \$X.XX per snack (4 snacks = 1 meal)

-Suppers \$X.XX per meal (1 Supper = 1 meal)

List total Breakfasts served calculated at 3 = 1 meal calculation-

Total Breakfasts = \_\_\_\_\_

List total Lunches served calculated at 1 = 1 meal calculation-

Total Lunches = \_\_\_\_\_

List total Snacks served calculated at 4 = 1 meal calculation-

Total Snacks at = \_\_\_\_\_

List total Suppers served calculated at 1 = 1 meal calculation-

Total Suppers = \_\_\_\_\_

### **VENDED MEAL PROGRAM**

-Breakfast \$X.XX per meal (3 breakfasts = 1 meal)

-Lunch \$X.XX per meal (1 lunch = 1 meal)

-Snack \$X.XX per snack (4 snacks = 1 meal)

List total Breakfasts served calculated at 3 = 1 meal calculation-

Total Breakfasts = \_\_\_\_\_

List total Lunches served calculated at 1 = 1 meal calculation-

Total Lunches = \_\_\_\_\_

List total Snacks served calculated at 4 = 1 meal calculation-

Total Snacks = \_\_\_\_\_

Sponsor list total of all meals served for determining the fixed price per meal, calculated at the rates listed on this page and as required by this RFP.

Total Meals Served for Fixed Price \_\_\_\_\_

**Attachment F  
PROPOSAL COVER SHEET**

**CERTIFICATION**

I, the official named below, certify that I am duly authorized to legally bind the Proposer to the clause(s) listed below.

<i>Proposer Name (Printed)</i>		
<i>Corporate Address of Record</i>		
<i>By (Authorized Signature of Person with Authority to Obligate the Proposer Contractually)</i>		
<i>Federal Tax Identification Number</i>	<i>Dun and Bradstreet Number (DUNS)</i>	<i>Oregon Secretary of State Business Registry Number</i>
<i>Printed Name</i>	<i>Title of Person Signing</i>	
<i>Date Signed</i>	<i>Telephone Number</i>	
<i>Identify Name of Person Authorized to Negotiate the Contract on Behalf of Proposer</i>	<i>Identify Title of Person Authorized to Negotiate the Contract on Behalf of Proposer</i>	<i>Telephone Number</i>
		<i>Email Address</i>
<i>Identify Name of Person to be Contacted for Clarification of Proposal</i>	<i>Identify Title of Person Authorized to contact for clarification of Proposal</i>	<i>Telephone Number</i>
		<i>Email Address</i>

Proposer understands and accepts the requirements of this RFP. By Proposal submission, Proposers agree to be bound by the Contract terms and conditions.

Proposer acknowledges receipt of any and all Addenda to this RFP. All Addenda's will be posted [http://www.fernridge.k12.or.us/?page\\_id=44](http://www.fernridge.k12.or.us/?page_id=44).

**APPENDIX A  
PROGRAM INFORMATION**

**Fern Ridge School District - RFP – Food Services**

**All Vendors must use the following information for Pro Forma development  
Financial Pro Forms that do not utilize the exact program information as provided in this  
attachment will not be accepted.**

**Participation Counts:**

**(Based on 2017-2018 actual meal counts from Claims for Reimbursement)**

*Use meal counts, catering and ala carte sales below for proforma development*

<b>Participation Categories</b>	<b>Severe Need Lunch Annual Meals</b>	<b>Severe Need Breakfast Annual Meals</b>
Free: Student	62,956	27,204
Reduced: Student	15,493	6,234
Paid: Student, Elem	17,895	3,265
Paid: Student, Middle	9,331	1,741
Paid: Student, High	6,906	1,378
Earn: Reduced		
Earn: Paid		
Catering Sales	7,417	
Ala Carte Sales	38,596	

**Reimbursement Rates: Projected rates for 2019-2020 School Year**

*Use Reimbursement rates below for proforma development*

*\*(rates are based on July 1, 2018 established rates and increased by CPI Rate March 2018 for the 2019-2020 SY)*

<b>Category</b>	<b>Federal Lunch</b>	<b>Severe Breakfast</b>
Free	3.31	1.79
Reduced	2.91	1.49
Paid	.31	.31
Summer Food Service Program		
CACFP Program		
Commodity Rate/Lunch	.3425	
State Reimb. Rate/Lunch	.045	

**Meal Prices:**

*Use meal prices below for proforma development*

<b>Category</b>	<b>Lunch</b>	<b>Breakfast</b>
Free	\$0.00	\$0.00
Reduced-Price	\$0.00	\$0.00
Paid Elem	\$2.75	\$1.20
Paid Middle	\$2.90	\$1.40
Paid High	\$3.15	\$1.55

Adult	\$3.65	\$2.45
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**Service Days:**

*Use service days below for proforma development*

School	Breakfast	Lunch	Summer	CACFP
Elementary School	172	172		
Middle School	174	174		
High School	174	174		

**Free and Reduced Information (Based on October 2018 claim):**

School	Enrollment	Approved Free	Approved Reduced
Elmira Elementary	271	108	32
Veneta Elementary	370	142	38
Fern Ridge Middle School	367	132	42
Elmira High School/WLTLC	469	133	30

**Serving Times/Programs:**

School Name	Lunch	Breakfast	Grades	NSLP	SBP	Method*
Elmira Elementary	11:20, 12:05, 12:25	7:30-8:00	K-5	✓	✓	Satellite
Veneta Elementary	10:45-11:45	7:30-8:00	K-5	✓	✓	Satellite
Fern Ridge Middle School	11:03, 11:58, 12:53, (Wed 11:08, 11:44)	7:30-8:00	6-8	✓	✓	Satellite
Elmira High School/WLTLC	12:03 (Wed 11:40)	7:30-8:15	9-12	✓	✓	Base Kitchen

**Notes:**

NSLP = Indicates participation in the National School Lunch Program.

SBP = Indicates participation in the School Breakfast Program.

SFSP = Summer Food Service Program.

CACFP = Child and Adult Care Food Program

\* Indicates method of service:

Base Kitchen --Preparing food for self and other schools

Satellite --Receiving food from a base kitchen, finish on site.

Self --Prepares own food on site.

**Equivalency Rates:**

*Use Equivalency below for proforma development*

- Use \$3.70 on all ala carte, catering and non-reimbursable meal sales.
- Use 1 for 1 Lunch and Supper Equivalency
- Use 3 for 1 Breakfast Equivalency
- Use 4 for 1 Snack Equivalency

School Name & Position	Daily Hours	Scheduled Days*	Average Hourly Rate*
Veneta Elementary-Lead	6.25	172	\$10.75
Veneta Elementary - Server	3.25	172	\$10.75
Elmira Elementary – Lead	6.25	172	\$10.75
Elmira Elementary - Server	4.25	172	\$10.75
Fern Ridge Middle School - Lead	4.75	174	\$10.75
Fern Ridge Middle School – Server (2)	7.5	174	\$10.75
Elmira High School/WLTLC – Lead	7.5	174	\$11.25
Elmira High School/WLTLC– Server	7.5	174	\$11.21
Elmira High School/WLTLC – Server	7.5	174	\$10.75
Elmira High School/WLTLC– Driver	6.5	174	\$11.78
Elmira High School/WLTLC– Food Service Secretary.	8.0	174	\$17.89
Elmira High School/WLTLC – Food Service Director	Salaried @ \$61,500		

\*= Includes training and prep days. Average Hourly Rate does not include taxes and benefits.

**District direct Charges:**

For the purpose of the FSMC’s financial guarantee, district indirect costs charges to the program for 2019-2020 school year shall not exceed \$8500.00

**APPENDIX B**  
**Fern Ridge School District**  
**“21-DAY CYCLE MENUS” ELEMENTARY LUNCH AND BREAKFAST**

All Vendors are to use the following 21-Day Cycle Menus for Elementary Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2019-2020 school year unless agreed upon otherwise.

<b>Breakfast</b>				
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Biscuits & Gravy	Ham, Egg & Cheese Muffin	Biscuits & Gravy	Waffles	Biscuits & Gravy
<i>All breakfast entrees include choice of fruit or juice, and milk.</i>				

<b>Hot Lunch</b>				
<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>	<b>Day 5</b>
<b>Chicken Fajita on Whole Grain Tortilla</b> Steamed Green Beans Cauliflower Bites Chilled Peaches	<b>Cheese Pizza</b> Steamed Peas Cherry Tomatoes Mixed Fruit	<b>Chicken Burger</b> Mexican Black Beans Broccoli Florets Chilled Peas	<b>Pepperoni Pizza</b> Steamed Corn Celery Sticks Applesauce	<b>Ham &amp; Cheese Bagel</b> Mixed Vegetables Dark Green Salad Fresh Fruit
<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>	<b>Day 10</b>
<b>Spaghetti with Meat Sauce</b> Steamed Green Beans Broccoli Florets Chilled Peaches	<b>Pepperoni Pizza</b> Steamed Peas Cherry Tomatoes Mixed Fruit	<b>Sausage &amp; French Toast</b> Tater Tots Fresh Baby Carrots Fresh Fruit	<b>Chicken Fajita on Whole Grain Tortilla</b> Steamed Green Beans Celery Sticks Chilled Peaches	<b>Sloppy Joe on Whole Grain Bun</b> Steamed Corn Cucumber Coins Chilled Peas
<b>Day 11</b>	<b>Day 12</b>	<b>Day 13</b>	<b>Day 14</b>	<b>Day 15</b>
<b>Cheeseburger on Bun</b> Mexican Pinto Beans Broccoli Florets Chilled Peas	<b>Sausage &amp; Olive Pizza</b> Steamed Peas Cherry Tomatoes Applesauce	<b>Chicken Nuggets with Roll</b> Steamed Corn Dark Green Salad Fresh Fruit	<b>Soft Taco on Whole Grain Tortilla</b> Mexican Black Beans Baby Carrots Chilled Peaches	<b>Pepperoni Pizza</b> Steamed Green Beans Cherry Tomatoes Mixed Fruit
<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>	<b>Day 19</b>	<b>Day 20</b>
<b>Hot Dog on Whole Grain Bun</b> Oven Fries Celery Sticks Chilled Peas	<b>Cheese Pizza</b> Steamed Peas Cherry Tomatoes Mixed Fruit	<b>Salisbury Steak with Roll</b> Whipped Potatoes Cucumber Coins Fresh Fruit	<b>Sausage &amp; French Toast</b> Tater Tots Fresh Baby Carrots Fresh Fruit	<b>Pepperoni Pizza</b> Steamed Green Beans Cherry Tomatoes Mixed Fruit
<b>Day 21</b>	<i>All lunch entrees include choice of 1% white milk or non-fat chocolate milk</i>			
<b>Chicken Burger</b> Mexican Pinto Beans Broccoli Florets Chilled Peas				

<b>Daily Lunch Specials</b>				
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Nacho Fun Lunch: Corn Chips, Salsa, Cheese	Ham & Cheese Hoagie	Chicken Ranch Wrap	Garden Chef Salad with Cheddar Cheese & Crackers	Hamburger

**APPENDIX B**  
**Fern Ridge School District**  
**“21-DAY CYCLE MENUS” MIDDLE SCHOOL AND HIGH SCHOOL LUNCH AND**  
**BREAKFAST**

All Vendors are to use the following 21-Day Cycle Menus for Junior High School Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2019-2020 school year unless agreed upon otherwise.

<b>Breakfast</b>				
Monday	Tuesday	Wednesday	Thursday	Friday
Biscuits & Gravy	Ham, Egg & Cheese Muffin	Biscuits & Gravy	Waffles	Biscuits & Gravy
<i>All breakfast entrees include choice of fruit or juice, and milk.</i>				

<b>Hot Lunch</b>				
Day 1	Day 2	Day 3	Day 4	Day 5
<b>Chicken Fajita on Whole Grain Tortilla</b> Steamed Green Beans	<b>Chili w/Cornbread</b> Steamed Peas	<b>Chicken Burger</b> Oven Fries Mexican Black Beans	<b>Teriyaki Chicken with Rice</b> Steamed Corn	<b>Ham &amp; Cheese Bagel</b> Steamed Mixed Veggies
<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>	<b>Day 10</b>
<b>Spaghetti with Meat Sauce &amp; Roll</b> Steamed Green Beans	<b>Beef Taco on Whole Grain Tortilla</b> Steamed Peas	<b>Sausage &amp; French Toast</b> Tater Tots	<b>Chicken Fajita on Whole Grain Tortilla</b> Steamed Green Beans	<b>Sloppy Joe on Whole Grain Bun</b> Steamed Corn
<b>Day 11</b>	<b>Day 12</b>	<b>Day 13</b>	<b>Day 14</b>	<b>Day 15</b>
<b>BBQ Pork Rib on Bun</b> Mexican Pinto Beans Cookie	<b>Beef Nachos with Cheese</b> Steamed Peas	<b>Breaded Chicken Nuggets with Roll</b> Steamed Corn	<b>Soft Beef Taco on Whole Grain Tortilla</b> Mexican Black Beans	<b>Teriyaki Chicken with Rice</b> Steamed Green Beans
<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>	<b>Day 19</b>	<b>Day 20</b>
<b>Chicken Burger</b> Oven Fries	<b>Cheese Quesadilla</b> Steamed Peas	<b>Salisbury Steak with Roll</b> Whipped Potatoes	<b>Sausage &amp; French Toast</b> Tater Tots	<b>Sweet &amp; Sour Chicken with Brown Rice</b> Steamed Green Beans
<b>Day 21</b>	<i>All lunch entrees include fruit &amp; veggies, and choice of 1% white milk or non-fat chocolate milk</i>			
<b>Meatball Sub</b> Mexican Pinto Beans				

<b>Daily Lunch Specials</b>				
Monday	Tuesday	Wednesday	Thursday	Friday
<b>Deli Bar</b>				
<i>Cold Sandwiches Made Fresh Your Way (Available Daily): Whole Grain Sliced Bread, Hoagie Roll, Tortillas / Turkey, Ham, Roast Beef / Assorted Cheeses / Romaine Lettuce, Tomato, Onions, Green Peppers, Cucumber Slices</i>				
Dark Green Salad Baby Carrots Chilled Applesauce Fresh Fruit	Cucumber Coins Celery Sticks Chilled Peaches Fresh Fruit	Garbanzo Beans Baby Carrots Chilled Mixed Fruit Fresh Fruit	Cauliflower Bites Broccoli Chilled Pears Fresh Fruit	Baby Carrots Cucumber Coins Assorted Fruit
<i>Includes condiments, salad dressings, vegetable choices, fruit, and milk</i>				
<b>Pizza</b>				
Cheese Pizza Pepperoni Pizza	Cheese Pizza Pizza Dunkers	Cheese Pizza Pepperoni Pizza	Cheese Pizza Pizza Dunkers	Cheese Pizza Pepperoni Pizza
<i>Includes hot vegetable, fruit &amp; veggies, and milk</i>				
<b>Grab a Stack</b>				

Cheeseburger Chicken Burger	Cheeseburger Corn Dog Burrito	Cheeseburger Chicken Burger	Cheeseburger Corn Dog Burrito	Cheeseburger Chicken Burger
<i>Includes hot vegetable, fruit &amp; veggies, and milk</i>				
<b>To Go Entrée Salads</b>				
Catalina Roast Turkey Salad	Taco Salad with Salsa	Chinese Chicken Salad	Cobb Salad	Chicken Caesar Salad
<i>Includes hot vegetable, fruit &amp; veggies, and milk</i>				



## APPENDIX C

### Locations to be served

Complete the information for each of the school locations to be served.

**For NSLP & SBP:**

<b>School Name</b>	<b>Physical Address</b>	<b>Telephone</b>	<b>Contact Name</b>	<b>CNP Number</b>
Elmira Elementary School	88960 Territorial Rd Elmira, OR 97437	541-935-8214	Michelle Marshall Principal	10654
Veneta Elementary School	88131 Territorial Rd Veneta, OR 97487	541-935-8225	Lisa Leatham Principal	10656
Fern Ridge Middle School	88831 Territorial Rd Elmira, OR 97437	541-935-8230	Olivia Johnson Principal	10652
Elmira High School	24936 Fir Grove Ln Elmira, OR 97437	541-935-8200	Rick Gardner Principal	10651
West Lane Technical Learning Center	24967 Hwy 126 Veneta, OR 97487	541-935-2101	Ron Osibov Program Director	10651

**APPENDIX D**  
**DO NOT INCLUDE THIS PAGE IF NOT APPLICABLE**  
**REVENUE/EXPENDITURES FOR FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)**  
**(To be completed by SPONSOR)**

<b>Column A Elementary Site Name</b>	<b>Column B Total Enrollment (from Previous October)</b>	<b>Column C x\$50 (Minimum Grant Amount)</b>	<b>*10 percent of <i>minimum</i> grant (Column C) amount</b>	<b>Column E X\$75 (Maximum Grant Amount)</b>	<b>*10 percent of <i>maximum</i> grant (Column E) amount</b>

\*The total grant amount may be used for acquiring, delivering, preparing, and serving the fresh fruits and vegetables; or a maximum of 10 percent of the total funds received may be used for administrative expenses.

Administrative funds are documented expenses for planning the program, managing paperwork, obtaining needed equipment, and all other expenses related to the FFVP that are not related to the preparation or services of the fruits and vegetables.

The FSMC's compensation for administering the FFVP **can be** from 0 percent to 10 percent of the total grant amount.  
 The FSMC must indicate the percentage it needs (if any) of the administrative funds available: \_\_\_\_\_%  
 (FSMC must indicate 0%)



## **APPENDIX E: MINIMUM FOOD SPECIFICATIONS**

To be completed by SFA. ODE-CNP does not approve, evaluate or endorse specifications. Examples may include the following listed below.

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

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

Dairy Products – All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA – inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

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

Baked Products

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

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (see Exhibit A for meal pattern requirements).

Appendix E (continued...): MINIMUM FOOD SPECIFICATIONS

**Exhibit A: Meal Pattern Requirements**

Meal Pattern	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 <sup>a</sup>	Grades 6-8 <sup>a</sup>	Grades 9-12 <sup>a</sup>	Grades K-5	Grades 6-8	Grades 9-12
	<b>Amount of Food<sup>b</sup> Per Week (Minimum Per Day)</b>					
Fruits (cups) <sup>c,d</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) <sup>c,d</sup>	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green <sup>f</sup>	0	0	0	½	½	½
Red/orange <sup>f</sup>	0	0	0	¾	¾	1¼
Beans/peas (legumes) <sup>f</sup>	0	0	0	½	½	½
Starchy <sup>f</sup>	0	0	0	½	½	½
Other <sup>f,g</sup>	0	0	0	½	½	¾
Additional vegetable to reach total <sup>h</sup>	0	0	0	1	1	1½
Grains (oz eq) <sup>i</sup>	7-10 (1) <sup>j</sup>	8-10 (1) <sup>j</sup>	9-10 (1) <sup>j</sup>	8-9 (1)	8-10 (1)	10-12 (2)
Meats/meat alternates (oz eq)	0 <sup>k</sup>	0 <sup>k</sup>	0 <sup>k</sup>	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <sup>l</sup>	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) <sup>m,n,o</sup>	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) <sup>n,o</sup>	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) <sup>n, p</sup>	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat <sup>n,o</sup>	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans</u> fat per serving.					

- <sup>a</sup> In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).
- <sup>b</sup> Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ½ cup.
- <sup>c</sup> One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of Sponsorfy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.
- <sup>d</sup> For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).
- <sup>e</sup> The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).
- <sup>f</sup> Larger amounts of these vegetables may be served.
- <sup>g</sup> This category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
- <sup>h</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- <sup>i</sup> At Sponsorst half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).
- <sup>j</sup> In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).
- <sup>k</sup> There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz eq of meat/meat alternate for 1 oz eq of grains after the minimum daily grains requirement is met.
- <sup>l</sup> Fluid milk must be low fat (1 percent milk fat or less, unflavored) or fat free (unflavored or flavored).
- <sup>m</sup> The average daily amount of calories for a 5-day school week must be within the range (at Sponsorst the minimum and no more than the maximum values).
- <sup>n</sup> Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
- <sup>o</sup> In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).
- <sup>p</sup> Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfasts.

## Appendix E (continued...): MINIMUM FOOD SPECIFICATIONS

### Summer Food Service Program Meal Pattern

Food Components	Breakfast	Lunch or Supper	Snack <sup>1</sup> (Choose two of the four)
<b>Milk</b>			
Milk, fluid	1 cup (8 fl oz) <sup>2</sup>	1 cup (8 fl oz) <sup>3</sup>	1 cup (8 fl oz) <sup>2</sup>
<b>Vegetables and/or Fruits</b>			
Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice	½ cup	¾ cup total <sup>4</sup>	¾ cup
An equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup (4 fl oz)		¾ cup (6 fl oz)
<b>Grains and Breads<sup>5</sup></b>			
Bread	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc.	1 serving	1 serving	1 serving
Cold dry cereal	¾ cup or 1 oz <sup>6</sup>		¾ cup or 1 oz <sup>6</sup>
Cooked pasta or noodle product	½ cup	½ cup	½ cup
Cooked cereal or cereal grains or anequivalent quantity of any combination of grains/breads	½ cup	½ cup	½ cup
<b>Meat and Meat Alternates</b> (Optional)			
Sponsor meat or poultry or fish or alternate protein product <sup>7</sup>	1 oz	2 oz	1 oz
Cheese	1 oz	2 oz	1 oz
Eggs	½ large egg	1 large egg	½ large egg
Cooked dry beans or peas	¼ cup	½ cup	¼ cup
Peanut butter or soynut butter or other nut or seed butters	2 tbsp	4 tbsp	2 tbsp
Peanuts or soynuts or tree nuts or seeds, or yogurt, plain or sweetened and flavored	1 oz	1 oz= 50% <sup>8</sup>	1 oz
An equivalent quantity of any combination of the above meat/meat alternates	4 oz or ½ cup	8 oz or 1 cup	4 oz or ½ cup

For the purpose of this table, a cup means a standard measuring cup.

- <sup>1</sup> Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
- <sup>2</sup> Shall be served as a beverage, or on cereal, or use part of it for each purpose.
- <sup>3</sup> Shall be served as a beverage.
- <sup>4</sup> Serve two or more kinds of vegetable(s) and or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- <sup>5</sup> All grain/bread items must be enriched or whole grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole grain meal or flour.
- <sup>6</sup> Either volume (cup) or weight (oz) whichever is less.
- <sup>7</sup> Must meet the requirements in Appendix A of the SFSP regulations.
- <sup>8</sup> No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked Sponsor meat, poultry, or fish.

## Appendix E (continued...): MINIMUM FOOD SPECIFICATIONS

### CACFP Meal Pattern Requirements—Children (Age 1 through 12)<sup>i</sup>

The meal must contain, at a minimum, each of the components listed in at Sponsorst the amounts indicated for the specific age group in order to qualify for reimbursement.

	Age 1 and 2	Age 3 through 5	Age 6 through 12 <sup>i</sup>
<b>BREAKFAST</b>			
1. Milk, fluid <sup>j</sup>	½ cup	¾ cup	1 cup
2. Juice <sup>a</sup> , fruit, or vegetable or Fruit(s) or vegetable(s)	½ cup ¼ cup	½ cup ½ cup	½ cup ½ cup
3. Grains/Breads <sup>b</sup> :			
Bread	½ slice	½ slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. <sup>b</sup>	½ serving	½ serving	1 serving
Cereal:			
Cold dry	¼ cup or 1/3 oz <sup>c</sup>	1/3 cup or ½ oz <sup>c</sup>	¾ cup or 1 oz <sup>c</sup>
Hot cooked	¼ cup total	¼ cup	½ cup
Cooked pasta or noodle products	¼ cup	¼ cup	½ cup
<b>LUNCH OR SUPPER</b>			
1. Milk, fluid <sup>j</sup>	½ cup	¾ cup	1 cup
2. Meat or meat alternate:			
Meat, poultry, fish, cheese	1 oz	1+½ oz	2 oz
Alternate protein products <sup>g</sup>	1 oz	1+½ oz	2 oz
Yogurt, plain or flavored, unsweetened or sweetened	4 oz or ½ cup	6 oz or ¾ cup	8 oz or 1 cup
Egg	½ egg	¾ egg	1 egg
Cooked dry beans or peas	¼ cup	¾ cup	½ cup
Peanut butter or other nut or seed butter	2 Tbsp	3 Tbsp.	4 Tbsp
Peanuts or soynuts or tree nuts or seeds	½ oz = 50% <sup>d</sup>	¾ oz = 50% <sup>d</sup>	1 oz = 50% <sup>d</sup>
3. Vegetable and/or fruit <sup>e</sup> (at Sponsorst two)	¼ cup total	½ cup total	¾ cup total
4. Grains/Breads <sup>b</sup> :			
Bread	½ slice	½ slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. <sup>b</sup>	½ serving	½ serving	1 serving
Cereal, hot cooked	¼ cup total	¼ cup	½ cup
Cereal, cold, dry	¼ cup or 1/3 oz <sup>c</sup>	1/3 cup or ½ oz <sup>c</sup>	¾ cup or 1 oz <sup>c</sup>
Cooked pasta or noodle products	¼ cup	¼ cup	½ cup
<b>SNACK</b>			
1. Select two of the following four components:			
2. Milk, fluid <sup>j</sup>	½ cup	½ cup	1 cup
Juice <sup>a,f</sup> , fruit, or vegetable or Fruit(s) or vegetable(s)	½ cup ½ cup	½ cup ½ cup	¾ cup ¾ cup
3. Grains/Breads <sup>b</sup> :			
Bread	½ slice	½ slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. <sup>b</sup>	½ serving	½ serving	1 serving
Cereal:			
Cold dry	¼ cup or 1/3 oz <sup>c</sup>	1/3 cup or ½ oz <sup>c</sup>	¾ cup or 1 oz <sup>c</sup>
Hot cooked	¼ cup	¼ cup	½ cup
4. Meat or meat alternate			
Meat, poultry, fish, cheese	½ oz	½ oz	1 oz
Alternate protein products <sup>g</sup>	½ oz	1/2 oz	1 oz
Egg, large <sup>h</sup>	½ egg	½ egg	½ egg
Cooked dry beans or peas	1/8 cup	1/8 cup	¼ cup
Peanut butter or other nut or seed butter	1 Tbsp	1 Tbsp	2 Tbsp
Peanuts or soynuts or tree nuts or seeds	½ oz	½ oz	1 oz
Yogurt, plain or flavored, unsweetened or sweetened	2 oz or ¼ cup	2 oz or ¼ cup	4 oz or ½ cup

<sup>a</sup> Must be full strength fruit or vegetable juice.

<sup>b</sup> Bread, pasta or noodle products, and cereal grains shall be whole grain or enriched, cornbread, biscuits, rolls, muffins, etc., shall be made with whole grain or enriched meal or flour.

<sup>c</sup> Either volume (cup) or weight (oz), whichever is less.

<sup>d</sup> No more than 50 percent of the requirement shall be met with tree nuts or seeds. Tree nuts and seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purpose of determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked Sponsorst meat, poultry or fish.

<sup>e</sup> Serve 2 or more kinds of vegetable(s) and/or fruit(s). Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

<sup>f</sup> Juice may not be served when milk is the only other component.

<sup>g</sup> Alternate protein products may be used as acceptable meat alternates if they meet the requirements on the following page.

<sup>h</sup> One-half egg meets the required minimum amount (one ounce or less) of meat alternate.

<sup>i</sup> Youth ages 13 through 18 must be served minimum or larger portion sizes than those specified for ages 6 through 12.

a. **Fluid milk must be fat free (skim) or low fat (1 percent) milk for children 2 years and older.**

**Appendix E (continued): MINIMUM FOOD SPECIFICATIONS  
 Infant Meal Pattern Requirements  
 Child and Adult Care Food Program  
 EFFECTIVE OCTOBER 1, 2017**

The Infant Meal Pattern is divided into two 6 month age groupings with appropriate meal guidelines for each group. Although the meal pattern specifies breakfast, lunch, supper and snack, this may not match each baby's feeding pattern. Infants seldom accept rigid feeding schedules and may need to eat every 2 to 4 hours. Infants should be fed when hungry, "on demand" or "on cue." All required components of the meal do not have to be served at the same time. As long as all the required food components are offered during a period of time that is considered the meal time, the meals may be claimed for reimbursement.

A range of food amounts is listed to allow flexibility, based on each infant's appetite. The amounts listed are the **minimum** you must serve to meet requirements except for breastmilk. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more. You may serve larger portions to infants who want more than the amounts in the meal pattern chart.

Solid foods should be introduced around six months when the infant is developmentally ready. Solid foods should be introduced one at a time with guidance from the infant's parents or guardians. Infants develop at different rates - meaning some infants may be ready to consume solid foods before 6 months of age and others may be ready after 6 months of age.

Breastmilk and/or iron-fortified infant formula must be served for the entire first year. Sponsors must offer to provide at least one reimbursable iron-fortified infant formula.

<i>Age of Baby</i>	<i>Breakfast</i>	<i>Lunch and Supper</i>	<i>Snack</i>
<b>Birth through 5 months</b>	4-6 fluid ounces (fl oz) breastmilk <sup>1</sup> or formula <sup>2</sup>	4-6 fl oz breastmilk <sup>1</sup> or formula <sup>2</sup>	4-6 fl oz breastmilk <sup>1</sup> or formula <sup>2</sup>
<b>6 months through 11 months</b> (until 1 <sup>st</sup> birthday)	6-8 fl oz breastmilk <sup>1</sup> or formula <sup>2</sup> ; <b>and</b>  0-4 Tablespoons (Tbsp) infant cereal <sup>2</sup> meat, fish, poultry, whole egg, cooked dry beans, or cooked dry split peas; or 0-2 ounces (oz) cheese; or 0-4 oz (volume) cottage cheese; or 0-8 oz or 1 cup yogurt <sup>3</sup> ; or a combination of the above <sup>4</sup> ; <b>and</b>  0-2 Tbsp vegetable or fruit or a combination of both <sup>4,5</sup>	6-8 fl oz breastmilk <sup>1</sup> or formula <sup>2</sup> ; <b>and</b>  0-4 Tbsp infant cereal <sup>2</sup> meat, fish, poultry, whole egg cooked dry beans, or cooked dry split peas; or 0-2 oz cheese; or <b>0-4 oz (volume) cottage cheese; or</b>  0-8 oz or 1 cup yogurt <sup>3</sup> ; or a combination of the above <sup>4</sup> ; <b>and</b>  0-2 Tbsp vegetable or fruit or a combination of both <sup>4,5</sup>	2-4 fl oz breastmilk <sup>1</sup> or formula <sup>2</sup> ; <b>and</b>  0-½ slice bread <sup>4,6</sup> ; or 0-2 crackers <sup>4,6</sup> ; or 0-4 Tbsp infant cereal <sup>2,4</sup> or ready-to-eat breakfast cereal <sup>4,6,7</sup> ; <b>and</b>  0-2 Tbsp vegetable or fruit or a combination of both <sup>4,5</sup>

<sup>1</sup> Breastmilk or formula, or portions of both must be served; it is recommended that breastmilk be served in place of formula from birth through 11 months.

<sup>2</sup> Infant formula and dry infant cereal must be iron fortified.

<sup>3</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>4</sup> A serving of this component is required only when the infant is developmentally ready to accept it.

<sup>5</sup> Fruit and vegetable juices are not allowed for infants.

<sup>6</sup> Grains must be one of the following: whole grain-rich, enriched meal, or enriched flour.

<sup>7</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce. Beginning October 1, 2019, ounce equivalents will be used to determine the quantity of creditable grains.

**Appendix E (continued): MINIMUM FOOD SPECIFICATIONS**

# CACFP Meals for Children 1 - 18 years

Child and Adult Care Food Program

EFFECTIVE OCTOBER 1, 2017

FOOD COMPONENTS AND FOOD ITEMS	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>13</sup>
<b>BREAKFAST <sup>1</sup></b>				
<b>Fluid Milk <sup>2</sup></b>	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
<b>Vegetables, Fruits or portions of both <sup>3</sup></b>	¼ cup	½ cup	½ cup	½ cup
<b>Grains (oz eq) <sup>5,6,7, 9</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Bread product (such as biscuit, roll, muffin)	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>7</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified RTE breakfast cereal (dry, cold) <sup>7,8</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1¼ cups	1¼ cups
Granola	⅙ cup	⅙ cup	¼ cup	¼ cup
<b>SNACK <sup>1, 8</sup> (Select 2 of the 5 components for a reimbursable snack)</b>				
<b>Fluid Milk <sup>2</sup></b>	4 fl oz (½ cup)	4 fl oz (½ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
<b>Meat or Meat Alternate<sup>2</sup></b>				
Lean meat, poultry, or fish	½ oz	½ oz	1 oz	1 oz
Tofu	2.2 oz or ¼ c	3.3 oz or ⅜ c	4.4 oz or ½ c	4.4 oz or ½ c
Soy product, or alternate protein products <sup>10</sup>	1 oz	1½ oz	2 oz	2 oz
Cheese	½ oz	½ oz	1 oz	1 oz
Large egg	½	½	½	½
Cooked dry beans/split peas	⅙ cup	⅙ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.	2 Tbsp.
Yogurt, plain or flavored, unsweetened or sweetened <sup>11</sup>	2 oz (¼ cup)	2 oz (¼ cup)	4 oz (½ cup)	4 oz (½ cup)
Peanuts soy nuts, tree nuts or seeds	½ oz	½ oz	1 oz	1 oz
<b>Vegetables <sup>3</sup></b>	½ cup	½ cup	¾ cup	¾ cup
<b>Fruits <sup>3</sup></b>	½ cup	½ cup	¾ cup	¾ cup
<b>Grains (oz eq) <sup>5,6,7</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Bread product (such as biscuit, roll, muffin)	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>7</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified RTE breakfast cereal (dry, cold) <sup>7,8</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1¼ cups	1¼ cups
Granola	⅙ cup	⅙ cup	¼ cup	¼ cup
<b>LUNCH OR SUPPER <sup>1,12</sup></b>				
<b>Fluid Milk <sup>2</sup></b>	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
<b>Meat or Meat Alternate</b>				
Lean meat, poultry, or fish	1 oz	1½ oz	2 oz	2 oz
Tofu	2.2 oz or ¼ c	3.3 oz or ⅜ c	4.4 oz or ½ c	4.4 oz or ½ c
Soy product, or alternate protein products <sup>10</sup>	1 oz	1½ oz	2 oz	2 oz
Cheese	1 oz	1½ oz	2 oz	2 oz
Large egg	½	¾	1	1
Cooked dry beans/split peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 Tbsp.	3 Tbsp.	4 Tbsp.	4 Tbsp.
Yogurt, plain or flavored, unsweetened or sweetened <sup>11</sup>	4 oz (½ cup)	6 oz (¾ cup)	8 oz (1 cup)	8 oz (1 cup)

## Appendix E (continued): MINIMUM FOOD SPECIFICATIONS

Peanuts, soy nuts, tree nuts or seeds (may be used to meet no more than 50% of the requirement, or an equivalent quantity of any combination of meal/meat alternates) (1 oz nuts/seeds=1 oz cooked lean meat poultry, or fish)	½ oz = 50%	¾ oz = 50%	1 oz = 50%	1 oz = 50%
equivalent quantity of any combination of meat/meat alternates (1 oz nuts/seeds = 1 oz cooked lean meat poultry, or fish)				
<b>Vegetables</b> <sup>3,4</sup>	⅛ cup	¼ cup	½ cup	½ cup
<b>Fruits</b> <sup>3,13</sup>	⅛ cup	¼ cup	¼ cup	¼ cup
<b>Grains (oz eq)</b> <sup>5, 6, 7</sup>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Bread product (such as biscuit, roll, muffin)	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>7</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

## CACFP Meals for Children 1 - 18 years

<sup>1</sup> Water must be available upon request to children throughout the day and at mealtimes. Water does not fulfill any meal component and must not replace any required food. Young children must be asked if they want water.

<sup>2</sup> Milk must be unflavored whole milk for children one year of age (12-23 months). Milk must be unflavored low-fat (1%) or unflavored fat-free (skim) for children two through five years of age. Milk must be unflavored low-fat (1%), unflavored fat-free (skim), or flavored fat-free (skim) milk for participants 6 years and older.

<sup>3</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement one time per day.

<sup>4</sup> Lunch and supper must include one fruit and one vegetable OR two vegetables. When two vegetables are served two different kinds of vegetables must be served.

<sup>5</sup> At least one serving per day must be whole grain-rich across all eating occasions at each site. Grain-based desserts do not count towards meeting the grains component requirement.

<sup>6</sup> Ounce equivalents will be used to determine the quantity of creditable grains by October 1, 2019.

<sup>7</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal).

<sup>8</sup> Only one of the two required components for snack may be a beverage.

<sup>9</sup> Meat and meat alternates may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

<sup>10</sup> Alternate protein products must meet 7CFR Part 226, Appendix A requirements. A CN label or product formulation statement is required to serve combination foods.

<sup>11</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>12</sup> All five components must be served for a reimbursable lunch and/or supper. Offer versus serve is an option only for at-risk afterschool participants.

<sup>13</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs..

### Abbreviations

Tbsp. = Tablespoon  
cup = measuring cup (8 ounces)

oz eq = ounce equivalent  
 fl oz = fluid ounces  
 RTE = ready-to-eat (cereals)

## Appendix E (continued): MINIMUM FOOD SPECIFICATIONS CACFP Meals for Adults in Care

### Child and Adult Care Food Program

EFFECTIVE OCTOBER 1, 2017

<b>Food Components and Food Items</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Supper</b>	<b>Snack<sup>1</sup></b>
<p>It is recommended that water be available upon request for adult CACFP participants throughout the day and at mealtimes. Water does not fulfill any meal component and must not replace any required food.</p>	<p><b>Offer all three components for a reimbursable meal.</b></p> <p>The adult may decline 1 of 4 items.</p>	<p><b>Offer all five components for a reimbursable meal.</b></p> <p>The adult may decline 2 of 5 items.</p>	<p><b>Offer all four components for a reimbursable meal.</b></p> <p>The adult may decline 1 of 4 items.</p>	<p><b>Serve two of five components for a reimbursable meal.</b></p> <p>The adult must be served 2 components.</p>
<b>Fluid Milk</b> <sup>2, 3</sup>	8 fl oz (1 cup)	8 fl oz (1 cup)	8 fl oz (1 cup) <b>Optional</b>	8 fl oz (1 cup)
<b>Meat or Meat Alternate</b> <sup>4</sup>				
Lean meat, poultry, or fish		2 oz	2 oz	1 oz
Tofu		4.4 oz or ½ cup	4.4 oz or ½ cup	2.2 oz or ¼ cup
Soy product, or alternate protein products <sup>5</sup>		2 oz	2 oz	1 oz
Cheese		2 oz	2 oz	1 oz
Large egg		1	1	½
Cooked dry beans/split peas		½ cup	½ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters		4 Tbsp	4 Tbsp	2 Tbsp
Yogurt, plain or flavored, unsweetened or sweetened <sup>3, 6</sup>		8 oz or 1 cup	8 oz or 1 cup	4 oz or ½ cup
Peanuts, soy nuts, tree nuts or seeds <sup>7</sup>		1 oz = 50%	1 oz = 50%	1 oz

**Appendix E (continued): MINIMUM FOOD SPECIFICATIONS**

<p><b>Food Components and Food Items</b></p> <p>It is recommended that water be available upon request for adult CACFP participants throughout the day and at mealtimes. Water does not fulfill any meal component and must not replace any required food.</p>	<p><b>Breakfast</b></p> <p>Offer all three components for a reimbursable meal.</p> <p>The adult may decline 1 of 4 items.</p>	<p><b>Lunch</b></p> <p>Offer all five components for a reimbursable meal.</p> <p>The adult may decline 2 of 5 items.</p>	<p><b>Supper</b></p> <p>Offer all four components for a reimbursable meal.</p> <p>The adult may decline 1 of 4 items.</p>	<p><b>Snack<sup>1</sup></b></p> <p>Serve two of five components for a reimbursable meal.</p> <p>The adult must be served 2 components.</p>
<p><b>Vegetables, Fruits, or portions of both <sup>8</sup></b></p>	<p>½ cup</p>	<p></p>	<p></p>	<p></p>
<p><b>Vegetables <sup>8,9</sup></b></p>	<p></p>	<p>½ cup</p>	<p>½ cup</p>	<p>½ cup</p>
<p><b>Fruits <sup>8,9</sup></b></p>	<p></p>	<p>½ cup</p>	<p>½ cup</p>	<p>½ cup</p>
<p><b>Grains (oz eq) <sup>4, 10, 11</sup></b></p>				
<p>Whole grain-rich or enriched bread</p>	<p>2 slices</p>	<p>2 slices</p>	<p>2 slices</p>	<p>1 slice</p>
<p>Bread product (such as biscuit, roll, muffin)</p>	<p>2 servings</p>	<p>2 servings</p>	<p>2 servings</p>	<p>1 serving</p>
<p>Whole grain-rich, enriched or fortified cooked breakfast cereal, cereal grain, and/or pasta</p>	<p>1 cup</p>	<p>1 cup</p>	<p>1 cup</p>	<p>½ cup</p>
<p>Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>12, 13</sup></p>	<p></p>	<p></p>	<p></p>	<p></p>
<p>Flakes or rounds</p>	<p>2 cups</p>	<p></p>	<p></p>	<p>1 cup</p>
<p>Puffed cereal</p>	<p>2½ cups</p>	<p></p>	<p></p>	<p>1¼ cups</p>
<p>Granola</p>	<p>½ cup</p>	<p></p>	<p></p>	<p>¼ cup</p>

**Appendix E (continued): MINIMUM FOOD SPECIFICATIONS**

# CACFP Meals for Adults in Care

- <sup>1</sup> Only one of the two required snack components may be a beverage.
- <sup>2</sup> Milk must be unflavored low-fat (1%), unflavored fat-free (skim), or flavored fat-free (skim) milk for adult CACFP participants.
- <sup>3</sup> For adult CACFP participants, 6 ounces (weight) or  $\frac{3}{4}$  cup (volume) yogurt may be used to meet the equivalent of 8 ounces fluid milk once per day when yogurt is not served as a meat alternate in the same meal. It is recommended to serve water at meals or snacks when yogurt substitutes for milk.
- <sup>4</sup> Meat and meat alternates may be used to meet the entire Grains requirement a maximum of three times a week for breakfast only. One ounce of meat and meat alternates is equal to one ounce equivalent of Grains.
- <sup>5</sup> Alternate protein products must meet 7CFR Part 226, Appendix A requirements and Iowa Handy Guide to Creditable Foods List. A Child Nutrition (CN) label or product formulation statement is required.
- <sup>6</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- <sup>7</sup> Peanuts, soy nuts, tree nuts or seeds may be used to meet no more than 50% of the requirement at lunch/supper, or an equivalent quantity of any combination of meat/meat alternates.  
(1 oz nuts/seeds = 1 oz cooked lean meat poultry, or fish)
- <sup>8</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal per day, including snack.
- <sup>9</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.
- <sup>10</sup> At least one serving per day must be whole grain-rich across all eating occasions at each site. Grain-based desserts do not count towards meeting the grains requirement.
- <sup>11</sup> Ounce equivalents are used to determine the quantity of creditable grains by October 1, 2019.
- <sup>12</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal).
- <sup>13</sup> The ready-to-eat breakfast cereals minimum serving size specified in this section must be served by October 1, 2019. Until October 1, 2019, the minimum serving size for any type of ready-to eat breakfast cereals may be  $1\frac{1}{2}$  cups for adult CACFP participants

## Abbreviations:

- Tbsp. = Tablespoon
- cup = measuring cup (1 cup = 8 ounces)
- oz eq = ounce equivalent
- fl oz = fluid ounces

## Appendix E (continued...): MINIMUM FOOD SPECIFICATIONS

### Alternate Protein Products

#### A. What are the criteria for alternate protein products used in the CACFP?

1. An alternate protein product used in meals planned under the provisions in Sec. 226.20 must meet all of the criteria in this section.
2. An alternate protein product whether used alone or in combination with meat or meat alternate must meet the following criteria:
  - a. The alternate protein product must be processed so that some portion of the non protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.
  - b. The biological quality of the protein in the alternate protein product must be at Sponsorst 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).
  - c. The alternate protein product must contain at Sponsorst 18 percent protein by weight when fully hydrated or formulated. ("When hydrated or formulated" refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors, or any other substances which have been added).
  - d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A.2. a through c of this attachment.
  - e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.
  - f. For an alternate protein product mix, manufacturers should provide information on:
    - (1) The amount by weight of dry alternate protein product in the package;
    - (2) Hydration instructions; and
    - (3) Instructions on how to combine the mix with meat or other meat alternates.

#### B. How are alternate protein products used in the CACFP?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in Sec. 226.20.
2. The following terms and conditions apply:
  - a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.
  - b. Alternate protein products may be used in the dry form (nonhydrated), partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

#### C. How are commercially prepared products used in the CACFP?

Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate product combined with alternate protein products or use a commercially prepared product that contains only alternate protein products.