

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

**This is a
REQUEST FOR PROPOSAL
by
Pendleton School District 16R
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 EDUCATIONAL AGENCY
FOR THE SCHOOL YEAR BEGINNING JULY 1, 2023
RENEWABLE FOR FOUR ONE-YEAR TERMS**

PROPOSALS WILL BE RECEIVED BY SPONSOR UNTIL 2:00 p.m. PST December 14, 2022

**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:**

**Michelle Jones, Director of Business Services
Pendleton School District 16R
107 NW 10th Street
Pendleton, OR 97801**

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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, Pendleton School District 16R, 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, 7 CFR 226, 7 CFR 225, 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 Participation Agreement (SPA) for processed end products.

B. TIMELINE

Proposed Schedule:

State Agency RFP approval	October 25, 2022
RFP Release for Advertisement:	November 3, 2022
Mandatory Proposal Meeting and Site Visit Tour 4:00 p.m. PST	November 9, 2022
RFP Questions Due	December 1, 2022
Proposals Due:	December 14, 2022
Proposals Scored:	December 19-20, 2022
Notification of Apparent Successful Proposer:	January 4, 2023
Post-Selection Review and Protest Period Ends:	January 13, 2023
Respond to Post-Selection Review comments:	January 18, 2023
Board Approval of Selected Proposer:	February 13, 2023
State Agency Approval	March 13, 2023
Contract Signed and Executed By:	May 15, 2023

Submit signed contract to the Department: June 1, 2023

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 Michelle Jones, Director of Business Services, Pendleton School District 16R, not later than 2:00 p.m. PST, December 1, 2022. All questions must be submitted in writing or sent to mijones@pendletonsd.org 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 in a digital PDF format.
- No oral, telephonic, or facsimile proposals will be accepted.
- Proposals including pricing information must be received by **2:00 p.m. PST December 14, 2022**. 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, develops, 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 192.345(2), each sheet of such information shall be marked with the following caption:

“This data constitutes a trade secret under ORS 192.345(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 107 NW 10th Street, Pendleton OR 97801. The starting time for this meeting is 4:00 p.m. PST

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:

Michelle Jones, Director of Business Services
Pendleton School District 16R
107 NW 10h Street
Pendleton, OR 97801

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

N. RESERVATIONS

The Board of Directors of Name of 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, 2023 and ending June 30, 2024. 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 to March. 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-half (1/2) of a meal/meal equivalent, and one reimbursable snack shall be considered one-third (1/3) 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.

Year One Lunch Equivalency Rate (LER)	
1. Current Year Federal Free Rate of Reimbursement:	\$ <u>3.95</u>
2. Current Year Menu Certification Rate:	\$ <u>0.08</u>
3. Current Year Value of USDA Entitlement USDA Foods:	\$ <u>0.2725</u>
Total Lunch Equivalency Rate (Sum of 1+2+3):	\$ <u>4.3025</u>

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. – 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”:

ARTICLE III. SCOPE OF WORK

1. OVERVIEW OF PENDLETON SCHOOL DISTRICT FOOD SERVICE

A. Scale. The SPONSOR provides food service to approximately two thousand eight hundred seventy (2,870) children at six (6) schools. The food service prepares approximately 270,000 meals annually.

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, SBP, SFSP, FFVP, CACFP, and SMP;
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.
 - 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.

- e. Fresh Fruit and Vegetable Program (FFVP): The SPONSOR provides all children in the awarded elementary (K-8) schools with a variety of free fresh fruits and vegetables during the school day. These fresh fruits and vegetables must be provided separately from the lunch or breakfast meal, in one or more areas of the school during the official school day. The awarded SPONSOR elementary schools must participate in the National School Lunch Program (NSLP). All SPONSOR's elementary schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables. The SPONSOR must submit an annual school application for the FFVP.

FFVP costs that may be reimbursed are broken into two (2) categories:

1. Administrative costs currently cannot exceed 10% of the total funds: Administrative costs are the documented expenses you have for planning the Program, managing the paperwork, obtaining the equipment you need, and all other aspects of FFVP that are not related to the preparation and service of fruits and vegetables.
2. Operations costs are the primary costs of running the FFVP as:
 - Buying fruits, vegetables, low-fat or non-fat dip for vegetables only.
 - Buying nonfood items like napkins, paper plates, serving bowls and trays, cleaning supplies, and trash bags.
 - Value added services such as pre-cut produce, ready-made produce trays, and delivery charges.
 - Salaries and fringe benefits for employees who do such tasks as washing and chopping produce, preparing trays, distributing produce to classrooms, setting up kiosks, restocking vending machines, and cleaning up.

Contractor will be required to document and track FFVP expenses separately. Documentation must clearly outline the allocation of costs charges to the FFVP (i.e., amounts charged for labor, administrative fees, and actual costs for fresh fruits and vegetables, etc.)

- f. Special Milk Program (SMP): The Special Milk Program provides milk to children in schools and child care institutions who do not participate in other federal meal service programs. SPONSORs participating in the Nation School Lunch or School Breakfast Program may also participate in the Special Milk Program to provide milk to children in half-day pre-kindergarten and kindergarten programs where children do not have access to the school meal programs.

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 Child Nutrition Programs covered by this contract.

- E. Schools and other facilities served. The Food Service department provides regular food service at 6 school sites and they are as follows Pendleton Early Learning Center, McKay Creek Elementary, Sherwood Heights Elementary, Washington Elementary, Sunridge Middle School and Pendleton High School, 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 107 NW 10th Street, Pendleton, OR 97801.
- 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>. (Reference 7 CFR 210.30 and USDA memo SP-38-2016).
- 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 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 agreement 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 7 CFR 250 subpart C, and with the provisions of State Participation Agreements (SPA). 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 efficiently for lunches served to students at the LEA.
- 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 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 15 per cent of food budget for local farm to school purchases. The FSMC will provide the SPONSOR with invoices to submit claims against the State of Oregon noncompetitive farm to school grant for qualifying items when funding is available. These funds will accrue to the nonprofit food service account.
- 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 2023-2024 school year. No investments purchases on behalf of the FSMC.
- 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 be compliant with Oregon Senate Bill 155. This requires the FSMC shall conduct a nationwide criminal records check in accordance with ORS 326.603 and request the Department of Education to verify whether the department has an ongoing investigation or has a substantiated report relating to conduct by the person that may constitute sexual conduct. FSMC shall conduct any background checks required under ORS 326.603, 326.604 or 326.607. The FSMC shall not knowingly employ anyone who has:

1. A felony or misdemeanor conviction within the past 10 years or any conviction for a crime of violence, sexual offense, drug use or sale, child abuse or 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 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 audit 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 Sponsor's 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 60 days written notice to the other party.

L. Child and Adult Care Food Program (CACFP)

The SPONSOR is not currently participating in a CACFP program.

Important separation of duties with CACFP: When providing food service management duties on behalf of SPONSOR for CACFP, selected FSMC will be limited in its management authority; management functions which institutions may not contract out under any circumstance include claim submission, monitoring, corrective action, and preparation of application materials. Institutions may contract out for specific management tasks, such as bookkeeping (but not claims submission), data processing, or the service of a nutritionist.

1. The SPONSOR shall be responsible for determining eligibility of all CACFP sites.
2. The SPONSOR is responsible for ensuring the selected FSMC conforms to its agreement with the State agency as per all requirements as specified at 7 CFR Part 226.21.
3. The SPONSOR is responsible for the administration of the CACFP according to 7 CFR Part 226 (e.g., submitting the reimbursement claim, monitoring sites if applicable).
4. The SPONSOR shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
5. The selected FSMC must comply with the cycle menu developed by the SPONSOR for the CACFP Appendix B..
6. The SPONSOR shall not delegate any CACFP management responsibilities to the selected FSMC as specified in the Food and Nutrition Instruction 792-2, Rev.4 and as specified at 7 CFR 226.15(c).
7. The financial terms of the awarded contract are based upon the existing conditions and the following assumptions, the awarded contract (1) may be terminated at the end of the current term or (2) may continue under the same terms as written, and whichever is mutually agreed upon.

- a. The SPONSOR's policies, practices and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
- b. The government reimbursement rates in effect shall remain materially consistent throughout the year.
- c. Meal components and quantities required by the CACFP remain consistent with meal patterns Appendix E .
- d. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
- e. The projected number of full feeding days is: ___N/A___.

8. The selected FSMC entering into a contract with the SPONSOR may not subcontract for the total meal, with or without milk, or for the assembly of the meal. 7 CFR 226.21(e).

M. 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 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 statutes, 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 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 learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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.

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE

DATE

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.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: _____</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>	
<p>Congressional District, if known: _____</p>		
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)</p>	<p>10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)</p>	
<p>11. Amount of Payment (check all that apply): \$ _____ _____ Actual _____ Planned</p>	<p>12. Type of payment (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify: _____</p>	
<p>13. Form of Payment (check all that apply): _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____</p>	<p>14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____</p>	
<p>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:</p> 		
<p>Attach Continuation Sheet(s) SF-LLL-A (if necessary)</p>		
<p>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.</p>		
<p>Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____</p>		

Federal Use Only:

Authorized for Local Reproduction
Standard Form -- LLL

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

Reporting Entity: _____ **Page** _____ **of** _____

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 least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for 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.

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.

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.

Resources:	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	_____	_____
Requirements:		
Food Costs:		
Food Costs (include worker meals)	_____	_____
Local Farm to School Purchases	_____	_____

Total Food Costs	_____	_____
Labor Costs:		
Annual District Labor, Wages, Taxes & Benefits	_____	_____
Total Labor Costs	_____	_____
Non-Food Expenses:		
Office	_____	_____
Milage (<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	 _____	 _____

Net Gain/(Loss) to District

- * 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 (2 breakfasts = 1 meal)

List total Breakfasts served calculated at 2 = 1 meal calculation-Total Breakfasts = _____

NSLP

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

-Snack \$X.XX per snack (3 snacks = 1 meal)

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

List total Lunches served calculated at 1 = 1 meal calculation Total Lunches = _____

List total Snacks served calculated at 3 = 1 meal calculation Total Snacks = _____

Total Meal Equivalents at \$_____ =1 _____

SFSP

-Breakfast \$X.XX per meal (2 breakfasts = 1 meal)

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

-Snack \$X.XX per snack (3 snacks = 1 meal)

List total Breakfasts served calculated at 2 = 1 meal calculation-Total Breakfasts = _____

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

List total Snacks served calculated at 3 = 1 meal calculation-Total Snacks = _____

CACFP

-Breakfast \$X.XX per meal (2 breakfasts = 1 meal)

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

-Snack \$X.XX per snack (3 snacks = 1 meal)

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

List total Breakfasts served calculated at 2 = 1 meal calculation-

Total Breakfasts = _____

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

Total Lunches = _____

List total Snacks served calculated at 3 = 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 (2 breakfasts = 1 meal)

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

-Snack \$X.XX per snack (3 snacks = 1 meal)

List total Breakfasts served calculated at 2 = 1 meal calculation-

Total Breakfasts = _____

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

Total Lunches = _____

List total Snacks served calculated at 3 = 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 www.pendleton.k12.or.us/food-services/

**APPENDIX A
PROGRAM INFORMATION**

Pendleton School District 16R - 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 2021-2022 actual meal counts from Claims for Reimbursement)

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

Participation Categories	Lunch Annual Meals	Breakfast Annual Meals
Free: Student	216,595	138,369
Reduced: Student		
Paid: Student, Elem		
Paid: Student, Middle		
Paid: Student, High		
Earn: Reduced		
Earn: Paid		
Catering Sales	\$2,399	
Ala Carte Sales	\$6,375	
Summer Program	6,708	4,419
CAFCP Program	7,312 Supper	

Reimbursement Rates: Projected rates for 2022-2023 School Year

Use Reimbursement rates below for proforma development

**(rates are based on July 1, 2022 through June 30, 2023 established rates and increased by CPI Rate March to March)*

Category	Federal Lunch	Severe Breakfast	Snack
Free	4.41	2.67	1.08
Paid	0.85	0.50	
Summer Food Service Program	4.5625	2.605	
Commodity Rate/Lunch	0.275		
Menu Certification Rate	0.08		

Meal Prices:

Use meal prices below for proforma development

Category	Lunch	Breakfast
Adult	\$4.50	\$3.00

Service Days:

Use service days below for proforma development

School	Breakfast	Lunch	Summer	CACFP
Elementary School	171	171	36	171
Middle School	171	171		
High School	171	171		

Free and Reduced Information:

School	Enrollment	CEPI
Pendleton Early Learning Center	225	X
McKay Elementary	245	X
Sherwood Elementary	473	X
Washington Elementary	434	X
Sunridge Middle School	638	X
Pendleton High School	856	X

Serving Times/Programs:

School Name	Lunch	Breakfast	Grades	NSLP	SBP	Method*
Pendleton Early Learning Center	X	X	Kinder	X	X	Self
McKay Elementary	X	X	1-5	X	X	Self
Sherwood Elementary	X	X	1-5	X	X	Self
Washington Elementary	X	X	1-5	X	X	Self
Sunridge Middle School	X	X	6-8	X	X	Self
Pendleton High School	X	X	9-12	X	X	Self

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 \$4.3025 on all ala carte, catering and non-reimbursable meal sales.
- Use 1 for 1 Lunch and Supper Equivalency
- Use 2 for 1 Breakfast Equivalency
- Use 3 for 1 Snack Equivalency

School Name & Position	Daily Hours	Scheduled Days*
Pendleton Early Learning Center	11	214
McKay Elementary	16.5	184
Sherwood Elementary	20	184
Washington Elementary	19.5	184
Sunridge Middle School	35	184
Pendleton High School	28.25	184

*= Includes training and prep days.

District Indirect Charges:

For the purpose of the FSMC's financial guarantee, district indirect costs charges to the program for 2023-2024 school year shall not exceed \$25,000

APPENDIX B

PENDLETON SCHOOL DISTRICT

“21-DAY CYCLE MENUS” ELEMENTARY LUNCH AND BREAKFAST

21-Day Cycle Menus for Elementary Lunch and Breakfast to be provided by the bidder. Vendor shall adhere to this menu for the first 21 days of service during the 2023-2024 school year.

“21-DAY CYCLE MENUS” MIDDLE SCHOOL LUNCH AND BREAKFAST

21-Day Cycle Menus for Middle School Lunch and Breakfast to be provided by the bidder. Vendor shall adhere to this menu for the first 21 days of service during the 2023-2024 school year.

“21-DAY CYCLE MENUS” HIGH SCHOOL LUNCH AND BREAKFAST

21-Day Cycle Menus for High School Lunch and Breakfast to be provided by the bidder. Vendor shall adhere to this menu for the first 21 days of service during the 2023-2024 school year.

APPENDIX C

Locations to be served

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

For NSLP & SBP:

School Name	Physical Address	CNP Number
Pendleton Early Learning Center	455 SW 13 th Street	15606
McKay Creek Elementary	1539 SW 44 th Street	11136
Sherwood Heights Elementary	3235 SW Nye Ave	11137
Washington Elementary	1205 SE Byers Ave	11138
Sunridge Middle School	700 SW Runnion Ave	11134
Pendleton High School	1800 NW Carden Ave	11133

For SFSP:

Name	Physical Address	Telephone #	Contact Name	CNP Number
TBD				

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

- ^a 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).
- ^b Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.
- ^c One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy 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.
- ^d 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).
- ^e 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).
- ^f Larger amounts of these vegetables may be served.
- ^g 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).
- ^h Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- ⁱ At least 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).
- ^j In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).
- ^k 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.
- ^l Fluid milk must be low fat (1 percent milk fat or less, unflavored) or fat free (unflavored or flavored).
- ^m The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- ⁿ 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.
- ^o In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).
- ^p 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 ¹ (Choose two of the four)
Milk			
Milk, fluid	1 cup (8 fl oz) ²	1 cup (8 fl oz) ³	1 cup (8 fl oz) ²
Vegetables and/or Fruits			
Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice	½ cup	¾ cup total ⁴	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)
Grains and Breads⁵			
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 ⁶		¾ cup or 1 oz ⁶
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
Meat and Meat Alternates (Optional)			
Lean meat or poultry or fish or alternate protein product ⁷	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% ⁸	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.

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

**Appendix E (continued): MINIMUM FOOD SPECIFICATIONS
 Infant Meal Pattern Requirements
 Child and Adult Care Food Program
 EFFECTIVE OCTOBER 1, 2021**

- Infants should be fed on demand when they show hunger signals
- Sponsors must offer to at least one reimbursable iron-fortified infant formula (IFIF)
- The tables below list minimum serving sizes to meet meal pattern requirements

Abbreviations: Fl. oz. = Fluid Ounces Oz. eq. = Ounce Equivalent Oz. = Ounce (weight) Tbsp. = Tablespoon

Breakfast, Lunch, and Supper:

Food Components and Food Items	Birth – 5 Months	6 – 11 Months
Breast Milk ¹ or Iron-Fortified Infant Formula (IFIF) ^{1,2}	4-6 fl. oz.	6-8 fl. oz.
Fruit or Vegetable ^{3,4} or a combination of both		0-2 Tbsp.
Iron-Fortified Infant Cereal (IFIC) ^{5,6} or Meat/Meat Alternates (M/MA) ³ , including Meat, fish, poultry, whole eggs, cooked beans/peas, or Cheese, or Cottage Cheese, or Yogurt ⁷		0 – ½ oz. eq. (0-4 Tbsp.) 0-4 Tbsp. 0-2 oz. 0-4 oz. or ½ cup 0-4 oz. or ½ cup

Note: Iron-Fortified Infant Cereal (IFIC) is the only Grain item that is allowed at Breakfast, Lunch, and Supper. Infants that do not consume IFIC can be served a M/MA item instead.

Snack:

Food Components and Food Items	Birth – 5 Months	6 – 11 Months
Breast Milk ¹ or Iron-Fortified Infant Formula (IFIF) ^{1,2}	4-6 fl. oz.	2-4 fl. oz.
Fruit or Vegetable ^{3,4} or a combination of both		0-2 Tbsp.
Iron-Fortified Infant Cereal (IFIC) ^{5,6} or Breads, Crackers, or Ready-to-Eat (RTE) Cereals ^{5,6,8} Bread, Tortilla, or Biscuit, or Waffle, Pancake, or English Muffin, or Savory Crackers, or Sweet Crackers, or RTE Cereals, Flakes or Rounds ⁹ , or RTE Cereals, Puffs ⁹		0 – ½ oz. eq. (0-4 Tbsp.) 0 – ½ oz. eq. 14 grams 17 grams 6 grams 7 grams 7 grams or 4 Tbsp. or ¼ cup 7 grams or 5 Tbsp. or ⅓ cup

Note: Breads, crackers, and RTE cereals are only allowed at Snack. M/MAs can be served as a bonus item only.

¹ Breast milk or IFIF, or portions of both must be served. Serving breast milk, when available, is considered a best practice for infants from birth through 11 months.

² All infant formula must be FDA-regulated and iron-fortified with 1 mg of iron or more per 100 calories of formula.

³ A serving of this component is required once an infant is developmentally ready for solid foods. A combination of different food items within the component is allowed.

⁴ Fruit and vegetable juices, including 100% juices, are not allowed for infants.

⁵ All infant cereal must be iron-fortified (IFIC).

⁶ Grains must be one of the following: enriched meal/flour or whole grain-rich. Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. For more sample serving sizes on creditable infant Grains, refer to the [Feeding Infants Using Ounce Equivalents for Grains Worksheet](#).

⁷Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card.

⁸Grain-based desserts do not count towards meeting the Grains component requirement.

⁹Breakfast cereals must be whole grain-rich, fortified, or enriched, and contain no more than 6 grams of sugar per dry ounce (no more than 21 grams Total Sugars per 100 grams of dry cereal). Refer to the Cereal Sugar Limit Wallet Card and the WIC Cereal List.

Additional Resources: [Feeding Infants in the Child and Adult Care Food Program \(USDA\)](#)

CACFP Meals for Children 1 - 18 years

Child and Adult Care Food Program

EFFECTIVE OCTOBER 1, 2021

Breakfast¹: Serve all 3 components for a reimbursable Breakfast²

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ³
Fluid Milk⁴	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Vegetables, Fruits, or portions of both⁵	¼ cup	½ cup	½ cup	½ cup
Grains⁶, using ounce equivalent (oz. eq.)⁷	½ oz. eq.	½ oz. eq.	1 oz. eq.	1 oz. eq.
Bread, Biscuit, or Roll	14 grams	14 grams	28 grams	28 grams
Waffle, Pancake, Croissant	17 grams	17 grams	34 grams	34 grams
Oatmeal and other cooked cereal grains ⁸	¼ cup cooked	¼ cup cooked	½ cup cooked	½ cup cooked
Cereal, Ready-to-Eat Flakes or Rounds ⁸	½ cup	½ cup	1 cup	1 cup
Cereal, Ready-to-Eat Granola ⁸	⅞ cup	⅞ cup	¼ cup	¼ cup
Cereal, Ready-to-eat Puffed ⁸	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup

Snack¹: Select 2 of the 5 components for a reimbursable snack⁹

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ³
Fluid Milk⁴	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Meat or Meat Alternate (M/MA)	½ oz. eq.	½ oz. eq.	1 oz. eq.	1 oz. eq.
Cheese	½ oz.	½ oz.	1 oz.	1 oz.
Peanut butter or other nut/seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.	2 Tbsp.
Yogurt (including soy yogurt) ¹⁰	2 oz. (¼ cup)	2 oz. (¼ cup)	4 oz. (½ cup)	4 oz. (½ cup)
Vegetables⁵	½ cup	½ cup	¾ cup	¾ cup
Fruits⁵	½ cup	½ cup	¾ cup	¾ cup
Grains⁶, using ounce equivalent (oz. eq.)⁷	½ oz. eq.	½ oz. eq.	1 oz. eq.	1 oz. eq.
Bread, Biscuit, or Roll	14 grams	14 grams	28 grams	28 grams
Cracker, Graham (about 5" by 2½")	14 grams/ 1 cracker	14 grams/ 1 cracker	28 grams/ 2 crackers	28 grams/ 2 crackers
Crackers (various)	11 grams	11 grams	22 grams	22 grams

Lunch or Supper¹: Serve all 5 components for a reimbursable Lunch or Supper¹¹

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ³
Fluid Milk⁴	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Meat or Meat Alternate (M/MA)	1 oz. eq.	1 ½ oz. eq.	2 oz. eq.	2 oz. eq.

Lean meat, poultry, or fish	1 oz. eq.	1 ½ oz. eq.	2 oz. eq.	2 oz. eq.
Tofu ¹²	2.2 oz. or ¼ c	3.3 oz. or ⅜ c	4.4 oz. or ½ c	4.4 oz. or ½ c
Cheese	1 oz.	1 ½ oz.	2 oz.	2 oz.
Large egg	½ egg	¾ egg	1 egg	1 egg
Cooked dry beans/peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or other nut/seed butters	2 Tbsp.	3 Tbsp.	4 Tbsp.	4 Tbsp.
Peanuts, soy nuts, tree nuts, or seeds (may only credit up to 50% M/MA)	½ oz. = 50%	¾ oz. = 50%	1 oz. = 50%	1 oz. – 50%
Vegetables^{5, 13, 14}	⅓ cup	¼ cup	½ cup	½ cup
Fruits⁵	⅓ cup	¼ cup	¼ cup	¼ cup
Grains⁶, using ounce equivalent (oz. eq.)⁷	½ oz. eq.	½ oz. eq.	1 oz. eq.	1 oz. eq.
Bread, Biscuit, or Roll	14 grams	14 grams	28 grams	28 grams
Pasta, Rice, or Grits	14 grams dry/ ¼ cup cooked	14 grams dry/ ¼ cup cooked	28 grams dry/ ½ cup cooked	28 grams dry/ ½ cup cooked
Tortilla, Soft, Flour or Corn	14 grams	14 grams	28 grams	28 grams

CACFP Meals for Children 1-18 Years

- ¹ Water must be offered to children throughout the day. Water is not part of a reimbursable meal and may not be served instead of fluid milk.
- ² All three components must be served for a reimbursable breakfast. Meat and Meat Alternates (M/MA) may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce equivalent of M/MA is equal to one ounce equivalent of Grains. [Offer Versus Serve](#) is an option only for At-Risk Afterschool Sponsors.
- ³ Larger portion sizes than specified may need to be served to children ages 13 through 18 years old to meet their nutritional needs.
- ⁴ [Milk type served](#) 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 2-5 years of age. Milk must be unflavored low-fat (1%) or fat-free (skim) milk or flavored fat-free (skim) milk for children 6 years old and older.
- ⁵ Pasteurized 100% juice may only be used to meet the vegetable or fruit requirement one time per day.
- ⁶ At least one serving of grains per day must be whole-grain rich across all meals and snacks served at each site. [Grain-based desserts](#) do not count towards meeting the Grains component requirement.
- ⁷ Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. See [Exhibit A](#) for comparisons between the previous serving sizes and ounce equivalents. For more sample serving sizes and an explanation of ounce equivalent measurements, refer to the '[Using Ounce Equivalents for Grains in the CACFP Worksheet.](#)'
- ⁸ Breakfast cereals must be whole grain-rich, fortified, or enriched, and contain no more than 6 grams of sugar per dry ounce (no more than 21 grams Total Sugars per 100 grams of dry cereal). Refer to the Cereal Sugar Limit Wallet Card and the WIC Cereal List.
- ⁹ Only one of the two required components for snack may be a beverage. Offer versus serve is not an option for snack.
- ¹⁰ Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card.
- ¹¹ All five components must be served for a reimbursable lunch and/or supper. [Offer Versus Serve](#) is an option only for At-Risk Afterschool Sponsors.
- ¹² Tofu must contain at least 5 grams of protein for every 2.2 oz (¼ cup) serving.
- ¹³ 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.
- ¹⁴ Leafy greens, such as lettuce or spinach, only credit for half of the volume served. ½ cup of spinach will credit for ¼ cup of Vegetables.

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

Child and Adult Care Food Program

EFFECTIVE OCTOBER 1, 2021

Breakfast: Serve all 3 components for a reimbursable Breakfast¹

Food Components and Food Items	Minimum Serving Sizes
Fluid Milk²	8 fl. oz. (1 cup)
Vegetables, Fruits, or portions of both³	½ cup
Grains⁴, using ounce equivalent (oz. eq.)⁵	2 oz. eq.
Bread, Biscuit, or Roll	56 grams
Waffle, Pancake, Croissant	68 grams
Oatmeal and other cooked cereal grains ⁶	1 cup cooked
Cereal, Ready-to-Eat Flakes or Rounds ⁶	2 cups
Cereal, Ready-to-Eat Granola ⁶	½ cup
Cereal, Ready-to-eat Puffed ⁶	2 ½ cups

Snack: Select 2 of the 5 components for a reimbursable snack⁷

Food Components and Food Items	Minimum Serving Sizes
Fluid Milk²	8 fl. oz. (1 cup)
Meat or Meat Alternate (M/MA)	1 oz. eq.
Cheese	1 oz.
Cottage Cheese	2 oz. or ¼ cup
Peanut butter or other nut/seed butters	2 Tbsp.
Yogurt (including soy yogurt) ⁸	4 oz. (½ cup)
Vegetables³	½ cup
Fruits³	½ cup
Grains⁴, using ounce equivalent (oz. eq.)⁵	1 oz. eq.
Bread, Biscuit, or Roll	28 grams
Cracker, Graham (about 5" by 2½")	28 grams/ 2 crackers
Crackers (various)	22 grams

Lunch or Supper: Serve all 5 components for a reimbursable Lunch or Supper⁹

Food Components and Food Items	Minimum Serving Sizes
Fluid Milk^{2,10}	8 fl. oz. (1 cup)
Meat or Meat Alternate (M/MA)	2 oz. eq.
Lean meat, poultry, or fish	2 oz. eq.
Tofu ¹¹	4.4 oz. or ½ c
Cheese	2 oz.
Large egg	1 egg
Cooked dry beans/peas	½ cup
Peanut butter or other nut/seed butters	4 Tbsp.

Peanuts, soy nuts, tree nuts, or seeds (may only credit up to 50% M/MA)	1 oz. – 50%
Vegetables^{3, 12, 13}	½ cup
Fruits³	½ cup
Grains⁴, using ounce equivalent (oz. eq.)⁵	2 oz. eq.
Bread, Biscuit, or Roll	56 grams
Pasta, Rice, or Grits	56 grams dry/1 cup cooked
Tortilla, Soft, Flour or Corn	56 grams

CACFP Meals for Adults

- ¹ All three components must be served for a reimbursable breakfast. Meat and Meat Alternates (M/MA) may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce equivalent of M/MA is equal to one ounce equivalent of Grains. [Offer Versus Serve](#) is an option.
- ² [Milk type served](#) must be unflavored low-fat (1%) or fat-free (skim) milk, or flavored fat-free (skim) milk for adult participants. 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. Water is recommended at meals or snacks when yogurt is substituted for milk. Refer to the ODE [CNP Meal Accommodations and Modifications page](#) for more information on Nutritionally Equivalent Milk Substitutes and Medically-Required Accommodations.
- ³ Pasteurized 100% juice may only be used to meet the vegetable or fruit requirement one time per day.
- ⁴ At least one serving of grains per day must be whole-grain rich across all meals and snacks served at each site. [Grain-based desserts](#) do not count towards meeting the Grains component requirement.
- ⁵ Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. See [Exhibit A](#) for comparisons between the previous serving sizes and ounce equivalents. For more sample serving sizes and an explanation of ounce equivalent measurements, refer to the '[Using Ounce Equivalents for Grains in the CACFP Worksheet.](#)'
- ⁶ Breakfast cereals must be whole grain-rich, fortified, or enriched, and contain no more than 6 grams of sugar per dry ounce (no more than 21 grams Total Sugars per 100 grams of dry cereal). Refer to the Cereal Sugar Limit Wallet Card and the WIC Cereal List.
- ⁷ Only one of the two required components for snack may be a beverage. Offer versus serve is not an option for snack. ⁸ Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card. ⁹ All five components must be served for a reimbursable lunch and/or supper. [Offer Versus Serve](#) is an option.
- ¹⁰ Fluid milk is optional at supper only for adult participants.
- ¹¹ Tofu must contain at least 5 grams of protein for every 2.2 oz ($\frac{1}{4}$ cup) serving.
- ¹² 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.
- ¹³ Leafy greens, such as lettuce or spinach, only credit for half of the volume served. $\frac{1}{2}$ cup of spinach will credit for $\frac{1}{4}$ cup of Vegetables.

Abbreviations:

Fl. oz. = Fluid Ounces (volume)
Cup, c = Measuring cup (8 fl. oz.)
Oz. eq. = Ounce Equivalent
Oz. = Ounce (weight)
Tbsp. = Tablespoon
Grams, g = Grams (weight)

Exhibit A: Grain Requirements for Child Nutrition Programs^{1, 2}

Color Key: Footnote 5 = Blue, Footnote 3 or 4 = Red

Group A	Ounce Equivalent (oz eq) for Group A	Minimum Serving Size for Group A
Bread type coating Bread sticks (hard) Chow Mein noodles Savory Crackers (saltines and snack crackers) Croutons Pretzels (hard) Stuffng (dry) <i>Note: weights apply to bread in stuffing</i>	1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz	1 serving = 20 gm or 0.7 oz 3/4 serving = 15 gm or 0.5 oz 1/2 serving = 10 gm or 0.4 oz 1/4 serving = 5 gm or 0.2 oz
Group B	Ounce Equivalent (oz eq) for Group B	Minimum Serving Size for Group B
Bagels Batter type coating Biscuits Breads - all (for example sliced, French, Italian) Buns (hamburger and hot dog) Sweet Crackers ⁵ (graham crackers - all shapes, animal crackers) Egg roll skins English muffns Pita bread Pizza crust Pretzels (soft) Rolls Tortillas Tortillachips Taco shells	1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25	1 serving = 25 gm or 0.9 oz 3/4 serving = 19 gm or 0.7 oz 1/2 serving = 13 gm or 0.5 oz 1/4 serving = 6 gm or 0.2 oz
Group C	Ounce Equivalent (oz eq) for Group C	Minimum Serving Size for Group C
Cookies ³ (plain - includes vanilla wafers) Cornbread Corn muffns Croissants Pancakes Pie crust (dessert pies ³ , cobbler ³ , fruit turnovers ⁴ , and meats/meat alternate pies) Waffes	1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or 0.3 oz	1 serving = 31 gm or 1.1 oz 3/4 serving = 23 gm or 0.8 oz 1/2 serving = 16 gm or 0.6 oz 1/4 serving = 8 gm or 0.3 oz
Group D	Ounce Equivalent (oz eq) for Group D	Minimum Serving Size for Group D
Doughnuts ⁴ (cake and yeast raised, unfrosted) Cereal bars, breakfast bars, granola bars ⁴ (plain) Muffns (all, except corn) Sweet roll ⁴ (unfrosted) Toaster pastry ⁴ (unfrosted)	1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz	1 serving = 50 gm or 1.8 oz 3/4 serving = 38 gm or 1.3 oz 1/2 serving = 25 gm or 0.9 oz 1/4 serving = 13 gm or 0.5 oz

¹ In the NSLP and SBP (grades K-12), at least half of the weekly grains offered must meet the whole grain-rich criteria and the remaining grain items offered must be made from whole-grain four, whole-grain meal, corn masa, masa harina, hominy, enriched four, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Please note: State agencies have the discretion to set stricter requirements than the minimum nutrition standards for school meals. For additional guidance, please contact your State agency. For all other Child Nutrition Programs, grains must be made from whole-grain four, whole-grain meal, corn masa, masa harina, hominy, enriched four, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Under the CACFP child and adult meal patterns, and in the NSLP/SBP preschool meals, at least one grains serving per day must meet whole grain-rich criteria.

² For the NSLP and SBP (grades K-12), grain quantities are determined using ounce equivalents (oz eq). All other Child Nutrition Programs determine grain quantities using grains/breads servings. Beginning Oct. 1, 2021, grain quantities in the CACFP and NSLP/SBP infant and preschool meals will be determined using oz eq. Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

³ Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count towards the grains component in CACFP or NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

⁴ Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count towards the grains component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based

dessert and cannot count towards the grains component in the CACFP and NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

5 Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10. May count toward the grains component in the SBP (grades K-12), CACFP, NSLP/SBP infant and preschool meals, and SFSP.

Group E	Ounce Equivalent (oz eq) for Group E	Minimum Serving Size for Group E
Cereal bars, breakfast bars, granola bars ⁴ (with nuts, dried fruit, and/or chocolate pieces) Cookies ³ (with nuts, raisins, chocolate pieces and/or fruit purees) Doughnuts ⁴ (cake and yeast raised, frosted or glazed) French toast Sweet rolls ⁴ (frosted) Toaster pastry ⁴ (frosted)	1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz	1 serving = 63 gm or 2.2 oz 3/4 serving = 47 gm or 1.7 oz 1/2 serving = 31 gm or 1.1 oz 1/4 serving = 16 gm or 0.6 oz
Group F	Ounce Equivalent (oz eq) for Group F	Minimum Serving Size for Group F
Cake ³ (plain, unfrosted) Coffee cake ⁴	1 oz eq = 82 gm or 2.9 oz 3/4 oz eq = 62 gm or 2.2 oz 1/2 oz eq = 41 gm or 1.5 oz 1/4 oz eq = 21 gm or 0.7 oz	1 serving = 75 gm or 2.7 oz 3/4 serving = 56 gm or 2 oz 1/2 serving = 38 gm or 1.3 oz 1/4 serving = 19 gm or 0.7 oz
Group G	Ounce Equivalent (oz eq) for Group G	Minimum Serving Size for Group G
Brownies ³ (plain) Cake ³ (all varieties, frosted)	1 oz eq = 125 gm or 4.4 oz 3/4 oz eq = 94 gm or 3.3 oz 1/2 oz eq = 63 gm or 2.2 oz 1/4 oz eq = 32 gm or 1.1 oz	1 serving = 115 gm or 4 oz 3/4 serving = 86 gm or 3 oz 1/2 serving = 58 gm or 2 oz 1/4 serving = 29 gm or 1 oz
Group H	Ounce Equivalent (oz eq) for Group H	Minimum Serving Size for Group H
Cereal Grains (barley, quinoa, etc.) Breakfast cereals (cooked) ^{6,7} Bulgur or cracked wheat Macaroni (all shapes) Noodles (all varieties) Pasta (all shapes) Ravioli (noodle only) Rice	1 oz eq = 1/2 cup cooked or 1 ounce (28 gm) dry	1 serving = 1/2 cup cooked or 25 gm dry
Group I	Ounce Equivalent (oz eq) for Group I	Minimum Serving Size for Group I
Ready to eat breakfast cereal (cold, dry) ^{6,7}	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cups or 1 ounce for puffed cereal 1 oz eq = 1/4 cup or 1 ounce for granola	1 serving = 3/4 cup or 1 oz, whichever is less

3 Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count towards the grains component in CACFP or NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

4 Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count towards the grains component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count towards the grains component in the CACFP and NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

6 Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; breakfast served in the SBP, and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

7 In the NSLP and SBP, cereals that list a whole grain as the first ingredient must be fortified, or if the cereal is 100 percent whole grain, fortification is not required. For all Child Nutrition Programs, cereals must be whole-grain, enriched, or fortified; cereals served in CACFP and NSLP/SBP infant and preschool meals must contain no more than 6 grams of sugar per dry ounce.