

**I. NOTICE OF REQUEST FOR PROPOSALS FOR SCHOOL
FOOD SERVICE MANAGEMENT SERVICES**

This is a

REQUEST FOR PROPOSAL

by

MORROW COUNTY SCHOOL DISTRICT #1

**in the administration of one or more USDA Child Nutrition Programs
hereafter called the Local Educational Agency (LEA)**

**TO OPERATE AND MANAGE THE SCHOOL FOOD SERVICE
FOR SAID LOCAL EDUCATIONAL AGENCY
FOR THE SCHOOL YEAR BEGINNING JULY 1, 2017
RENEWABLE FOR FOUR ONE-YEAR TERMS**

PROPOSALS WILL BE RECEIVED BY LEA UNTIL 2:00 p.m. PDT, May 25, 2017

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:

Erika Patton, Business Manager
Morrow County School District #1
c/o Cheryl Costello
240 Columbia Drive
Irrigon, OR 97844

II. TERMS AND CONDITIONS FOR REQUEST FOR PROPOSALS FOR SCHOOL FOOD SERVICE MANAGEMENT CONTRACT

A. INTRODUCTION

Pursuant to state and federal law, Morrow County School District #1, Local Educational Agency (hereafter called the LEA) 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 Oregon Administrative Rules 581, Division 51, as applicable.

This RFP is intended to provide FSMCs with the opportunity to present their qualifications and approach clearly and succinctly, while providing the LEA with comparable information from each proposer.

The successful FSMC will be required to enter into the Oregon Department of Education standard form agreement titled "LEA- FSMC Contract". The contract awarded will be a fixed price contract. The FSMC will be paid at a fixed rate per meal. The LEA 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 LEA. Adjustments may be accomplished on the monthly invoice from the FSMC or by an annual adjustment as determined by the LEA. USDA Foods values are to be based on the values posted by ODE and shall include both the basic USDA Foods allocation.

B. TIMELINE

Proposed Schedule:

State Agency RFP approval	April 13, 2017
RFP Release:	April 14, 2017
Proposal Meeting (Mandatory)	April 21, 2017
RFP Questions Due	April 28, 2017
Proposals Due: 2:00 PM PDT	May 25, 2017
Proposals Scored:	May 30, 2017
Notification of Apparent Successful Proposer:	May 31, 2017
Post-Selection Review Period Ends:	June 8, 2017
Respond to Post-Selection Review comments:	June 9, 2017
Board Approval of Selected Proposer:	June 12, 2017
State Agency Approval	June 30, 2017
Contract Signed and Executed by:	July 10, 2017
Submit signed contract to the Department:	July 17, 2017

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

C. GENERAL PROPOSAL INFORMATION

The LEA 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 LEA that there is good cause therefore and that such cancellation would be in the best interests of the LEA.

ALL PROPOSERS WHO SUBMIT A RESPONSE TO THIS RFP UNDERSTAND AND AGREE THAT THE DEPARTMENT AND THE LEA ARE NOT OBLIGATED THEREBY TO AWARD A CONTRACT TO ANY PROPOSER. NEITHER THE DEPARTMENT NOR THE LEA HAS ANY FINANCIAL OBLIGATION TO ANY PROPOSER. IN ADDITION, EACH PROPOSER UNDERSTANDS AND AGREES THAT NEITHER THE DEPARTMENT NOR THE LEA 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 Erika Patton, Morrow County School District #1, not later than 2:00 p.m. PDT, April 28, 2017. All questions must be submitted in writing or sent to erika.patton@morrow.k12.or.us 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. Once the proposal due date has passed, addenda will be provided to all proposers who submitted a proposal.

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 LEA reserves the right to eliminate from consideration any FSMC proposal received, which does not follow this format.

- Applications 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.
- Proposals and price information must be submitted using only 8 ½" x 11" white paper. Proposals shall be typed but without expensive art work, unusual printing, or other materials not essential to the utility and clarity of the Proposals.
- Application should have a title page which list all contact information.
- At least one 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.
- Eight (8) copies of the proposal must be submitted in sealed packages or envelopes. All packages and envelopes must be marked clearly with the note: "RFP--School Food Service" with the date and time for opening. One (1) copy of the proposal submitted electronically on a CD in word.
- No oral, telephonic, or facsimile proposals will be accepted.
- Proposals including pricing information must be received **by 2:00 p.m. PDT, May 25, 2017**. Late proposals or modifications will not be accepted.

F. ACCEPTANCE OF CONTRACTUAL REQUIREMENTS

LEA 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 LEA. It should be understood by the offeror that this means the LEA 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 LEA 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 LEA and made part of a file

or record, which shall be open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be marked with the following caption:

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

Sheets identified as containing trade secret information shall not contain non-trade secret material. A violation of this requirement shall result in the entire sheet being subject to public disclosure. LEA 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 LEA 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 LEA may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete the investigation. The LEA 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.

Please no cameras. **Under no circumstances will photos of students or staff be allowed.** Questions during the tour will be noted by LEA 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 Office of the Superintendent, 240 Columbia Lane, Irrigon, OR 97844 on April 21, 2017. The starting time for this meeting is 9:00 a.m.

L. PROPOSAL EVALUATION PLAN

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

CRITERIA FOR EVALUATION	<u>POINTS</u>
a. Financial Pro Forma	40
b. Proposed Food, Nutrition and Wellness Programs	30
c. Employee Training & Development Plan including work environment & Food Handling Safety	15
d. Community Involvement and Communications Plan	20
e. Depth of Resident Director, management & support resources	30
f. Child Nutrition Experience with other comparable Districts	<u>15</u>
	150

The evaluation process may include interviews and/or site visits. An administrative recommendation regarding the award will be made to the School Board. Award will be made by the District on the basis of the proposal which, in the District's sole and absolute judgment, will best serve the interests of the District. The final decision regarding award of the Contract will be made by the School Board.

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 LEA office. Any questions or concerns about the selection process must be in writing and must be delivered to:

Erika Patton, Business Manager
240 Columbia Lance
Irrigon, OR 97844
Erika.patton@morrow.k12.or.us

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

N. RESERVATIONS

Please review this information for your district.

The Board of Directors of Morrow County School District #1 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. This contract shall become effective (the “Effective Date”) upon the date this Contract is signed by both parties. The contract may be renewed, upon mutual written agreement of the LEA and FSMC, for up to four years after the original contract. 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 Bureaus of Labor Statistics of the Department of Labor – Portland-Salem, OR CPI for the 12-month period March 2017 to March 2018. Adjustment factors may include changes in federal reimbursement rates.

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

The contract must be drafted by the LEA using the ODE template contract as revised to reflect negotiations and subject to final approval by the LEA. 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 LEA and the selected FSMC.

III. 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. Buy American Provision - The LEA and the FSMC shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. (7 CFR Part 210.21(d).

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

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

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

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

Year One Lunch Equivalency Rate (LER)	
1. Current Year Federal Free Rate of Reimbursement:	\$ 3.24
2. Current Year State Match Reimbursement Rate:	\$ 0.04
3. Current Year Value of USDA Entitlement USDA Foods:	\$ 0.235
Total Lunch Equivalency Rate (Sum of 1+2+3):	\$ 3.515

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.

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

9. Schools to be served. The individual named schools and sites within the jurisdiction of the LEA that the FSMC proposes to serve in the contract are listed in (Appendix C).

10 Management Services. Provide a descriptive narrative of the services provided each of the following areas. Limit your response to pertinent information, the LEA is not interested in receiving marketing material, reports, or other extraneous information.

a) Employee staffing, training and development plan

- b) Resume of proposed Director
- c) Community involvement and communications plan
- d) Depth of management and support resources
- e) Nutritional and Wellness awareness programs
- f) Food service experience with other comparable public school districts, including the demonstrated ability to manage a financially self-sustaining program. Preference will be given to experience with Oregon public school districts.

11. 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 LEA 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”:

IV. SCOPE OF WORK

1. OVERVIEW OF MORROW COUNTY SCHOOL DISTRICT FOOD SERVICE

- A. Scale. The LEA provides food service to approximately two thousand two hundred thirty-four (2,234) children at nine (9) schools. The food service prepares approximately 362,000 meals annually.

The LEA 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 Child Nutrition Programs (CNP) covered by the resulting contract.

The LEA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.

- 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, and CACFP;
2. Preparing and serving meals to staff, parent organizations, and for some scheduled events (conferences, business partnerships, etc.), whether in or out of the LEA;
3. If the selected FSMC is procuring goods or services which are being charged to the LEA under the awarded contract outside of the fixed price per meal (e.g. equipment), the selected FSMC is acting as an agent for the LEA and must follow the same procurement rules under which the LEA 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 LEA.

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 LEA 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 LEA facility.

The selected FSMC shall maintain state and/or local health certifications for any facility outside the LEA 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(c) 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 Meals:
 - a. LEA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.
 - b. LEA 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. LEA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
 - d. LEA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations.
9. Ensure all reimbursable meals meet the Food-Based Meal Pattern and nutrition standards as required by the USDA. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the LEA for each food component in the meal pattern, or do not otherwise meet the requirements of this RFP.

Reimbursable meals must adhere to all calorie ranges and meet the nutrition standards for the National School Lunch, School Breakfast, Summer Foods, Child and Adult Care Food programs, as applicable.

- a. National School Lunch and School Breakfast Programs (NSLP): The Food-Based Meal Pattern is used at all sites for lunch and Traditional Food Based for breakfast with a transition to the new food based meal pattern by 2017-2018. All LEA schools serve breakfast and lunch and are part of the National School lunch and Breakfast Program.
- b. Summer Food Service Program (SFSP). The LEA provides summer food meals under the Summer Food Service Program. Both LEA 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 CF225.6, 7CFR 225.15, and 7 CFR 226.21.

- c. Child and Adult Care Food Program (CACFP) (LEA Afterschool At-Risk Snacks/Suppers, Child Care Centers, or Head Start Programs). The CACFP meal pattern is followed in the child care centers or Head Start Programs. The Afterschool-At-Risk Snack and Supper sites use the NSLP meal pattern. Menu records are provided as required by CACFP regulations. Program Administration costs may not be included in the fixed meal price for this program. These meals cannot be included in the meal equivalent calculations for NSLP reimbursement. Separate accountability for all CACFP programs is required.

Both LEA 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 CF225.6, 7CFR 225.15, and 7 CFR 226.21.

The selected FSMC shall:

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

- C. Financial Requirements. The food service program will be run on a cost effective basis so as to be self-supporting.
- D. Management Goals. The FSMC will provide nutritious, high-quality meals and snacks to students and participants in NSLP, CACFP, SBP, and SFSP; accommodate special diets where medically necessary, provide occasional catered food services, and improve nutrition awareness.

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

- E. Schools and other facilities served. The Food Service department provides regular food service at nine (9) sites; Irrigon Elementary, A.C. Houghton Elementary, Irrigon Jr/Sr High School, Windy River Elementary, Sam Boardman Elementary, Riverside Jr/Sr High School, Heppner Elementary, Heppner Jr/Sr High School, Morrow Education Center, 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 Windy River Elementary.
- G. Professional Standards for All School Nutrition Program Employees. Both LEA and FSMC must review and following guidance from the Food and Nutrition Services (FNS) on the final rule “” Professional Standards for State and Local School Nutrition Programs Personnel as required by the Healthy, Hunger-Free Kids Act of 2010” (80 FR 11077). The final rule seeks to ensure that State and local school nutrition program personnel in the National School Lunch and School Breakfast Programs have the knowledge and skills to manage and operate the programs correctly and successfully. The final rule is available at:

<http://www.fns.us.gov/school-meals/professionalstands> and SP39-2015 available on ODE's website.

- H. Advisory Group. The LEA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the LEA advisory board composed of students, teachers, and parents to assist in menu planning (Reference 7 CFR 210.16 (a)(8)).
- I. Emergency Closing: The LEA shall notify the selected FSMC of any interruption in utility services of which it has knowledge.

The LEA 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.

2. 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 LEA 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, LEA storage facility, or FSMC storage facility in either raw form or in processed end products) by the LEA and made available to the FSMC must accrue solely to the benefit of the LEA'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 LEA.

Year-end reconciliation shall be conducted by the LEA 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 LEA 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.
 - 2) The LEA shall retain title to all USDA Foods and the FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable.
 - 3) FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the LEA. FSMC agrees that any procurement and/or utilization of end products by FSMC on behalf of the LEA will be in compliance with the requirements in subpart C of 7 CFR Part 250, and with the provisions of LEA's processing agreements.
 - 4) USDA Foods allocated to the LEA will be delivered to and utilized by the FSMC equitably for lunches served to students at the SFA.
 - 5) Based on actual bulk USDA Foods received, it may be necessary for the FSMC to make adjustments to the SFA at the end of the school year. The SFA is responsible for

assuring adjustments are made. The SFA must receive all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.

The FSMC must credit the LEA for the value of all USDA Foods received for use in the LEA'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 ODE's USDA Foods website including the value of USDA Bonus Foods.

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 SFA's food service.

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

The procurement of processed end products on behalf of the SFA, 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 agreements, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.

The FSMC must not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250.

The FSMC must comply with the storage and inventory requirements for USDA Foods.

The distributing agency, sub distributing agency, or LEA, 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.

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.

- 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 LEA's nonprofit food service, subject to approval of the LEA. The LEA 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 LEA.
 - 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 LEA.
- C. **Local Purchases:** The FSMC shall allow 10 per cent of food budget for local farm to school purchases.
- D. **Rebates.** All rebates, credits, and discounts from the purchase of food, beverages, merchandise, commodity processing and supplies from local, regional and national suppliers and distributors must be passed through to the LEA. 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 LEA and shall not be included in direct operating costs of the program. Title to all capital improvements shall remain in the LEA. No improvements are anticipated for the 2017-18 school year.
- F. **Food Service Supervisor.** The FSMC will employ a qualified professional to manage and oversee the food service operation, and to supervise all food service employees. The FSMC shall select and appoint the Food Service Supervisor with the LEA'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 LEA. The FSMC shall have the responsibility of hiring, training, supervising, and disciplining of employees. In the selection and hiring process, the FSMC shall conduct a diligent and comprehensive background investigation of all prospective employees' character and criminal records. The FSMC shall be responsible for fingerprinting all employees that come in contact with students (ORS 326.603). The FSMC shall not knowingly employ anyone who has:
1. A felony or misdemeanor conviction with the past 10 years or any conviction for a crime of violence, sexual offense, drug use or sale, or child abuse or child pornography.

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

The FSMC shall comply with all wage and hours of employment requirements of federal and state laws.

The FSMC shall provide Worker's Compensation coverage for all of its employees.

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

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

- H. Reports. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the LEA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the LEA 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 LEA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.

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

The FSMC shall provide the LEA 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. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the LEA and/or any State or Federal representatives and auditors. If audit findings regarding the selected FSMC's records have not been resolved within the three (3) year record retention period, the records must be retained beyond the three (3) year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR 210.9(b)(17), 7 CFR 3016.36(I)(10), and 7 CFR 3019.48(d))

The FSMC shall not remove federally required records from LEA premises upon contract termination.

- I. Advertising: The FSMC shall follow the LEA'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 LEA and the Contractor (FSMC) the following order of the precedence shall apply: contract, RFP, FSMC proposal. Ensure that the LEA'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 LEA for the meal served with the LEA payment from funds other than non-profit food service funds.

- K. Terms and Termination. The LEA 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 LEA as well as the selected FSMC, the selected FSMC, or the LEA may terminate the awarded contract by giving 60 days written notice to the other party.

L. Summer Food Service Program (SFSP)

Additional requirements, if applicable (LEA must strikethrough this entire section if not applicable).

1. The LEA shall be responsible for determining eligibility of all SFSP sites.
2. Bonding requirements: None, the SFSP portion of the contract is less than \$150,000.
3. The LEA 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.
4. The selected FSMC must comply with the cycle menu developed by the LEA for the SFSP (Attachment F Summer Food Service Program Menus) and include it in the RFP. The LEA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.
5. The LEA shall maintain responsibility for submitting SFSP claims for reimbursement and comply with 7 CFR Part 225.15(a) which requires that sponsors operate the food service in accordance with the provisions of 7 CFR Part 225; any instructions and handbooks issued by FNS under 7 CFR Part 225 and any instructions and handbooks issued by the State agency which are not inconsistent with the provisions of 7 CFR Part 225.
6. The selected FSMC entering into a contract with the LEA may not subcontract for the total meal, with or without milk, or for the assembly of the meal and comply with 7CFR 225.6(h) and 7 CFR 225.15(m).

M. Child and Adult Care Food Program (CACFP)

Additional requirement, if applicable (LEA must strikethrough this entire section if not applicable).

Important separation of duties with CACFP: When providing food service management duties on behalf of LEA 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 LEA shall be responsible for determining eligibility of all CACFP sites.
2. The LEA 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 LEA 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 LEA 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 LEA for the CACFP Attachment F.
6. The LEA shall not delegate any CACFP management responsibilities to the selected FSMC as specified in the Food and Nutrition Instruction 792-2, Rev.1 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 LEA'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 prior years.
 - 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: 110
8. The selected FSMC entering into a contract with the LEA may not subcontract for the total meal, with or without milk, or for the assembly of the meal and comply with 7CFR 225.6(h) and 7 CFR 225.15(m).

M. Other Requirements.

The FSMC must ensure that the LEA'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 LEA for the meal serviced with the LEA payment from funds other than the non-profit food service funds.

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

Non-Discrimination:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

Attachments:

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

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.
- LEA Paid District Direct Charges
- Financial Pro Forma

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

Appendix C Sites to be served

Appendix D Financial Pro forma (includes Fixed Price per Meal Proposal)

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

Appendix F Minimum Food Specifications

Attachment A

Certificate of Independent Price Determination

Both the Local Educational Agency (LEA) 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 LEA certifies that no representative of the LEA has taken any action that may have jeopardized the independence of the offer referred to above.

SIGNATURE OF LEA 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 (LEA) 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, leased or supervised by the Food Service Management Company.

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE

DATE

SIGNATURE/TITLE OF LEA 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>Congressional District, if known:</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>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>Attach Continuation Sheet(s) SF-LLL-A (if necessary)</p>		
<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>		

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Standard Form -- LLL

DISCLOSURE OF LOBBYING ACTIVITIES

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

CONTINUATION SHEET SF-LLL-A

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee 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.

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

Financial Pro Forma

**All Proposers must use the LEA provided information for Pro Forma development
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 Purchases	_____	_____
Total Food Costs	_____	_____
Labor Costs:		
Annual District Labor, Wages, Taxes & Benefits	_____	_____
Total Labor Costs	_____	_____
Non-Food Expenses:		
Office	_____	_____
Mileage (<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 LEA. Expenses and costs noted above shall be net of these rebates.

Fixed Price Per Meal Proposal

SBP

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

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

NSLP

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

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

-Meal Equivalents \$X.XX per meal based on \$3.1825 rate

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

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

Total Meal Equivalents at \$3.515 = 1 _____

SFSP

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

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

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

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

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

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

CACFP

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

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

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

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

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

Total Breakfasts = _____

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

Total Lunches = _____

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

Total Snacks at = _____

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

Total Suppers = _____

VENDED MEAL PROGRAM

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

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

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

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

Total Breakfasts = _____

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

Total Lunches = _____

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

Total Snacks = _____

Please 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 _____

PROGRAM INFORMATION

Morrow County School District #1 - RFP – Food Services

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

Participation Counts:

(Based on 2015-2016 actual meal counts from Claims for Reimbursement)

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

Participation Categories	Severe Need Lunch Annual Meals	Severe Need Breakfast Annual Meals
Free: Student	150,614	72,851
Reduced: Student	25,507	9,677
Paid: Student, Elem	3,316	1,115
Paid: Student, Middle	0	0
Paid: Student, High	2,743	711
Earn: Reduced	0	0
Earn: Paid	117,343	13,259
Catering Sales	\$16,189	
Ala Carte Sales	\$43,266	
Summer Program	6,666	3,334
CAFCP Program	7,051	4,604

Reimbursement Rates: Projected rates for 2017-2018 School Year

Use Reimbursement rates below for proforma development

**(rates are based on July 1, 2016 established rates and increased by CPI Rate March 2017 for the 2017-2018 SY)*

Category	Federal Lunch	Severe Breakfast
Free	\$3.24	\$2.08
Reduced	\$2.84	\$1.78
Paid	\$0.325	\$0.295
Summer Food Service Program	\$3.8325	\$2.1875
CACFP Program	\$3.24	
Commodity Rate/Lunch	\$0.235	
State Reimb. Rate/Lunch	\$0.04	

Meal Prices:

Use meal prices below for proforma development

Category	Lunch	Breakfast
Free	\$0.00	\$0.00
Reduced-Price	\$0.00	\$0.00
Paid Elem	\$2.55	\$1.00

Paid Middle	\$2.80	\$1.25
Paid High	\$2.80	\$1.25
Adult	\$3.35	\$2.00

Service Days:

Use service days below for proforma development

School	Breakfast	Lunch	Summer	CACFP
Elementary School	150	150	14	Varies per site
Middle School	150	150	14	Varies per site
High School	150	150	14	Varies per site

Free and Reduced Information:

School	Enrollment	Approved Free	Approved Reduced
AC Houghton Elementary	275	162	39
Heppner Elementary	172	64	9
Irrigon Elementary	197	128	24
Sam Boardman Elementary	335	230	44
Windy River Elementary	228	152	39
Heppner Jr/Sr High School	163	43	13
Irrigon Jr/Sr High School	375	209	40
Riverside Jr/Sr High School	424	261	40
Morrow Education Center	59	42	5

Serving Times/Programs:

School Name	Lunch	Breakfast	Grades	NSLP	SBP	CACFP	Method*
AC Houghton Elementary	11:25-12:00	7:45	K-3	X	X	X	SELF
Heppner Elementary	11:25-12:00	7:25	K-6th	X	X		SELF
Irrigon Elementary	11:00-11:40	7:00-7:20	4th - 6th	X	X	X	SELF
Sam Boardman Elementary	11:15-12:30	7:30	K-3	X	X	X	SELF
Windy River Elementary	11:15, 11:45, 12:20	7:40	4th - 6th	X	X	X	SELF
Heppner Jr/Sr High	11:25-12:10	7:25-7:55	7th - 12th	X	X		SELF
Irrigon Jr/Sr High	10:58, 11:52	6:45	7th - 12th	X	X		SELF
Riverside Jr/Sr High	10:54- 11:31, 11:47-12:24	7:00-7:25	7th - 12th	X	X	X	SELF
Morrow Education Center	11:52	7:00	7th - 12th	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 \$3.515 on all ala carte, catering and non-reimbursable meal sales.
- Use 1 for 1 Lunch and Supper Equivalency
- Use 3 for 1 Breakfast Equivalency
- Use 4 for 1 Snack Equivalency

School Name	Position	Daily Hours	Scheduled Days*	Average Hourly Rate*
Riverside Jr/Sr High School	Head Cook	8	165	\$13.97
Riverside Jr/Sr High School	Asst. Cook	8	161	\$12.61
Irrigon Jr/Sr High School	Head Cook	8	165	\$13.72
Irrigon Jr/Sr High School	Asst. Cook	8	161	\$12.82
Heppner High School	Head Cook	8	165	\$14.01
Windy River Elementary	Head Cook	8	165	\$14.01
Windy River Elementary	Asst. Cook	2	161	\$11.48
Sam Boardman Elementary	Head Cook	8	165	\$13.72
Sam Boardman Elementary	Asst. Cook	8	161	\$10.61
Heppner Elementary	Head Cook	8	165	\$13.75
AC Houghton Elementary	Head Cook	7.5	165	\$16.29
AC Houghton Elementary	Asst. Cook	7.5	161	\$12.40
AC Houghton Elementary	Head Cook	2	165	\$15.51
Irrigon Elementary	Head Cook	8	165	\$13.06

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

District Direct Charges:

Total annual District direct costs to use for Pro Forma:

- Total annual gross LEA paid labor to use for Pro Forma based on 2016/17 labor agreement: \$230,464
- Total annual gross LEA paid benefits to use for Pro Forma based on 2016/17 labor agreement: \$143,468.
- District School Lunch match to use for Pro Forma: \$10,000.
- District responsible for most equipment repairs and maintenance of kitchen facilities (including custodial services).

MORROW COUNTY SCHOOL DISTRICT
“21-DAY CYCLE MENUS” ELEMENTARY LUNCH AND BREAKFAST

All Vendors are to use the following 21-Day Cycle Menus for Elementary Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2017-2018 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
BREAKFAST Pancake on a Stick LUNCH Teriyaki Chicken & Veggies on Chow Mein Hot Crispy Chicken Sandwich Chef Salad w/Bread Sticks	BREAKFAST Cinnamon Oatmeal Round LUNCH Soft Beef Taco Corn Dog Chicken Caesar Wrap	BREAKFAST Egg/Cheese/Sausage Biscuit LUNCH Freshly Baked Pepperoni Pizza Spaghetti w/Meat Sauce & Bread Stick Turkey & Cheese Sandwich on WW	BREAKFAST Waffles w/Strawberries LUNCH Grand Slam Cheeseburger Ball Park Hot Dog Chicken Caesar Salad w/Bread Sticks	COOKIE DAY!! BREAKFAST Sausage Breakfast Pizza LUNCH Fish & Chips w/Bread Stick Freshly Baked Cheese Pizza Ham & Cheese Sub
Day 6	Day 7	Day 8	Day 9	Day 10
BREAKFAST French Toast Sticks LUNCH Chicken Potato Bowl w/Bread Stick Bean & Cheese Burrito Garden Salad w/Bread Sticks	BREAKFAST Ham & Cheese Bagel LUNCH Soft Chicken Fajita Taco Freshly Baked Sausage Pizza Turkey & Cheese Sandwich on WW	BREAKFAST Yogurt w/Graham Crackers LUNCH Grilled Cheese Sandwich w/Soup Cheeseburger American Sub	BREAKFAST Waffles w/Strawberries LUNCH Freshly Baked Pepperoni Pizza Beef & Cheese Nachos Chef Salad w/Bread Stick	HEALTHY TREAT DAY!! BREAKFAST WG Cinnamon Roll LUNCH Fish & Chips w/Bread Stick Cheesy Bread Sticks w/Spaghetti Sauce Egg Salad Sub
Day 11	Day 12	Day 13	Day 14	Day 15
BREAKFAST Pancake on a Stick LUNCH Orange Chicken over Chow Mein noodles Fresh Baked Hawaiian Pizza Ham & Cheese Sub	BREAKFAST Ham & Cheese Bagel LUNCH Chicken Nuggets w/Tater Tots Soft Beef Taco Chicken Caesar Salad w/Bread Stick	BREAKFAST Cinnamon Roll LUNCH Baked Chicken w/Mashed Potatoes/Gravy/Bread Stick Fresh Baked Pepperoni Pizza Classic American Sub	COOKIE DAY!! BREAKFAST Pancakes LUNCH Sloppy Joe Bean & Cheese Burrito Baja Turkey Wrap	BREAKFAST French Toast Sticks LUNCH Teriyaki Chicken over Chow Mein noodles Fresh Baked Sausage Pizza Chef Salad w/Bread Sticks
Day 16	Day 17	Day 18	Day 19	Day 20
BREAKFAST Chocolate Chip Oatmeal Round LUNCH Grilled Cheese Sandwich w/Tomato Soup Chicken Fajita Taco Italian Deli Sub	BREAKFAST Yogurt w/Graham Crackers LUNCH BBQ Pork Sandwich Fresh Baked Taco Pizza Turkey & Cheese Sandwich on WW	BREAKFAST Sausage & Cheese Biscuit LUNCH Spaghetti with Meat Sauce & Bread Stick Crispy Chicken Sandwich Chicken Caesar Salad w/Bread Stick	HEALTHY TREAT DAY!! BREAKFAST Sausage Breakfast Pizza LUNCH Fish & Chips w/Bread Stick Cheesy Bread Sticks w/Spaghetti Sauce Crispy Chicken Wrap	BREAKFAST French Toast Sticks LUNCH Teriyaki Chicken over Chow Mein noodles Fresh Baked Sausage Pizza Chef Salad w/Bread Sticks
Day 21				
BREAKFAST Egg/Cheese/Sausage Biscuit LUNCH Freshly Baked Pepperoni Pizza Spaghetti w/Meat Sauce & Bread Stick Turkey & Cheese Sandwich on WW	Breakfast includes: Choice of daily entrée listed, or hot/cold whole grain Cereal, and a variety for fruit and milk. Offered with all entrée selections are a variety of fruits, vegetables and milk.			

MORROW COUNTY SCHOOL DISTRICT
“21-DAY CYCLE MENUS” JR/SR HIGH SCHOOL LUNCH AND BREAKFAST

All Vendors are to use the following 21-Day Cycle Menus for High School Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2017-2018 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
<p>BREAKFAST: Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go Ham & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Teriyaki Chicken over Chow Mein Noodles</p>	<p>BREAKFAST: WG Sausage Pizza Breakfast Burrito Egg/Ham/Cheese Bagel WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go American Club Sub Pepperoni, Cheese, or Meat Lovers Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Soft Beef Taco w/Chips</p>	<p>BREAKFAST: Biscuit and Gravy WG Cinnamon Roll Ham & Cheese Muffin WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go Buffalo Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Spaghetti w/Meat Sauce & Bread Stick</p>	<p>BREAKFAST: Sausage & Cheese Biscuit Dutch Waffle w/Strawberries Chocolate Chip Round WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go Turkey & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Hot Dog w/Krinkle Kut Fries</p>	<p>BREAKFAST: Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go Crispy Chicken Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Fish & Chips w/Bread Stick COOKIE DAY</p>
Day 6	Day 7	Day 8	Day 9	Day 10
<p>BREAKFAST: Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go Ham & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Orange Chicken over Chow Mein Noodles</p>	<p>BREAKFAST: WG Sausage Pizza Breakfast Burrito Egg/Ham/Cheese Bagel WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go American Club Sub Pepperoni, Cheese, or Meat Lovers Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Soft Beef Taco w/Chips</p>	<p>BREAKFAST: Biscuit and Gravy WG Cinnamon Roll Ham & Cheese Muffin WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go Buffalo Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Breakfast for Lunch: French Toast w/Sausage</p>	<p>BREAKFAST: Sausage & Cheese Biscuit Dutch Waffle w/Strawberries Chocolate Chip Round WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go Turkey & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Teriyaki Chicken over Chow Mein Noodles</p>	<p>BREAKFAST: Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go Crispy Chicken Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Fish & Chips w/Bread Stick HEALTHY TREAT DAY</p>
Day 11	Day 12	Day 13	Day 14	Day 15
<p>BREAKFAST: Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go Ham & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Chicken Potato Bowl w/Bread Stick</p>	<p>BREAKFAST: WG Sausage Pizza Breakfast Burrito Egg/Ham/Cheese Bagel WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go American Club Sub Pepperoni, Cheese, or Meat Lovers Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Soft Beef Taco w/Chips</p>	<p>BREAKFAST: Biscuit and Gravy WG Cinnamon Roll Ham & Cheese Muffin WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go Buffalo Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Breakfast for Lunch: Egg, Ham, & Cheese Bagel</p>	<p>BREAKFAST: Sausage & Cheese Biscuit Dutch Waffle w/Strawberries Chocolate Chip Round WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go Turkey & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Baked Chicken, Mashed Potatoes & Gravy, Bread Stick</p>	<p>BREAKFAST: Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese LUNCH: Grab & Go Crispy Chicken Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Fish & Chips w/Bread Stick COOKIE DAY</p>

Day 16	Day 17	Day 18	Day 19	Day 20
<p>BREAKFAST: Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese</p> <p>LUNCH: Grab & Go Ham & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Teriyaki Chicken over Chow Mein Noodles</p>	<p>BREAKFAST: WG Sausage Pizza Breakfast Burrito Egg/Ham/Cheese Bagel WG cold or Hot Cereal Bagel w/Cream Cheese</p> <p>LUNCH: Grab & Go American Club Sub Pepperoni, Cheese, or Meat Lovers Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Soft Beef Taco w/Chips</p>	<p>BREAKFAST: Biscuit and Gravy WG Cinnamon Roll Ham & Cheese Muffin WG cold or Hot Cereal Bagel w/Cream Cheese</p> <p>LUNCH: Grab & Go Buffalo Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Breakfast for Lunch: Chicken & Waffles</p>	<p>BREAKFAST: Sausage & Cheese Biscuit Dutch Waffle w/Strawberries Chocolate Chip Round WG cold or Hot Cereal Bagel w/Cream Cheese</p> <p>LUNCH: Grab & Go Turkey & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Cheesy Bread Sticks w/Spaghetti Sauce</p>	<p>BREAKFAST: Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese</p> <p>LUNCH: Grab & Go Crispy Chicken Wrap Pepperoni, Cheese, or Buffalo Ranch Chicken Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Fish & Chips w/Bread Stick</p> <p>HEALTHY TREAT DAY</p>
Day 21				
<p>BREAKFAST: Breakfast on a stick French Toast Sticks Sausage & Cheese Biscuit WG cold or Hot Cereal Bagel w/Cream Cheese</p> <p>LUNCH: Grab & Go Ham & Cheese Sub Pepperoni, Cheese, or Sausage Pizza Hamburger, Cheeseburger, Chicken, or Spicy Chicken Burger Orange Chicken over Chow Mein Noodles</p>		<p>Breakfast includes: Choice of entrée listed or Bagel w/Cream Cheese, Assorted whole grain hot/cold Cereals w/toast, fruits/vegetable and 1% skim white milk.</p> <p>Offered with all entrée selections are a variety of side items including a Garden Bar with fresh fruits and vegetables and one milk.</p>		

Locations to be served

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

For NSLP & SBP:

School Name	Physical Address	Telephone #	Contact Name	CNP Number
AC Houghton Elementary	1105 N Main Ave, Irrigon, OR 97844	541-481-2526 x 2726	Kim Putman	10918
Heppner Elementary	235 E Stansbury, Heppner, OR 97836	541-481-2526 x 2726	Kim Putman	10919
Heppner Jr/Sr High School	710 NW Morgan St. Heppner, OR 97836	541-481-2526 x 2726	Kim Putman	10914
Irrigon Elementary	490 SE Wyoming Irrigon, OR 97844	541-481-2526 x 2726	Kim Putman	13374
Irrigon Jr/Sr High School	315 East Wyoming Irrigon, OR 97844	541-481-2526 x 2726	Kim Putman	10917
Morrow Ed Center	240 Columbia Lane Irrigon, OR 97844	541-481-2526 x 2726	Kim Putman	13505
Riverside Jr/Sr High School	210 Boardman Ave Boardman, OR 97818	541-481-2526 x 2726	Kim Putman	10916
Sam Boardman Elementary	301 Wilson Lane Boardman, OR 97818	541-481-2526 x 2726	Kim Putman	10921
Windy River Elementary	500 Tatone Street Boardman, OR 97818	541-481-2526 x 2726	Kim Putman	13373

For SFSP:

Name	Physical Address	Telephone #	Contact Name	CNP Number
Irrigon Elementary	490 SE Wyoming Irrigon, OR 97844	541-481-2526 x 2726	Kim Putman	13374
Irrigon Jr/Sr High School	315 East Wyoming Irrigon, OR 97844	541-481-2526 x 2726	Kim Putman	10917
Riverside Jr/Sr High School	210 Boardman Ave Boardman, OR 97818	541-481-2526 x 2726	Kim Putman	10916
Sam Boardman Elementary	301 Wilson Lane Boardman, OR 97818	541-481-2526 x 2726	Kim Putman	10921
Boardman Parks & Rec	1 W Marine Drive Boardman, OR 97818	541-481-2526 x 2726	Kim Putman	14560

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 to the School District's website, www.morrow.k12.or.us.

APPENDIX F: 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 F (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	¾ (¾)	¾ (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 ½ 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 F (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 F (continued...): MINIMUM FOOD SPECIFICATIONS

CACFP Meal Pattern Requirements—Children (Age 1 through 12)ⁱ

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

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

^a Must be full strength fruit or vegetable juice.

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

^c Either volume (cup) or weight (oz), whichever is less.

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

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

^f Juice may not be served when milk is the only other component.

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

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

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

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

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

Alternate Protein Products

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

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

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

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

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

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

2015-16 SY

Participation Categories	Severe Need Lunch Annual Meals	Severe Need Breakfast Annual Meals
Free: Student	150614	72551
Reduced: Student	25507	9677
Paid: Student, Elem	25952	6836
Paid: Student, Middle	0	0
Paid: Student, High	20460	5158
Earn: Reduced	0	0
Earn: Paid		
Catering Sales	16,187.77	
Ala Carte Sales	43,265.95	
Summer Program	6666	3334
CAFCP Program	7051	4604