

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

This is a

**REQUEST FOR PROPOSAL
by**

Tonasket School District #404

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

**TO MANAGE THE FOOD SERVICE
FOR SAID LOCAL AGENCY**

FOR THE SCHOOL YEAR BEGINNING September 1, 2019

RENEWABLE FOR FOUR ONE-YEAR TERMS

PROPOSALS WILL BE RECEIVED BY SPONSOR UNTIL **2:00 PM July 22, 2019**

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:

Janet Glanzer, Executive Assistant
Tonasket School District #404
35 DO Hwy 20 East
Tonasket WA 98855
jglanzer@tonasket.wednet.edu

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GLOSSARY OF TERMS

Buy American means the “Buy American” provision (7 CFR 210.21(d) of the National School Lunch Act) that requires schools to purchase, to the maximum extent practicable, domestic commodities and products. A domestic commodity or product means an agricultural commodity that is processed in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition. Any entity that purchases food or food products on behalf of the School Food Authority (SFA) also must follow the same “Buy American” provision.

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

Competitive Proposals (previously known as Competitive Negotiation), i.e., a Request for Proposal (RFP), means a method of procurement whereby a technical proposal is solicited that explains how the prospective contractor will meet the objectives of the solicitation and a cost element that identifies the costs to accomplish the technical proposal. While price alone is not the sole basis for award, price remains the primary consideration when awarding a contract under the competitive proposal method.

Contract means a formal, legally enforceable agreement between a buyer (client) and a seller (contractor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller. A contract must clearly and accurately describe the goods and/or services to be delivered or performed and the terms and conditions of the agreement. In the case of school meals programs, a contract is executed by the authorized representatives of the SFA and the contractor that calls for the provision of services, materials, supplies or equipment by the contractor in accordance with all conditions and specifications in the proposal documents, for a price to be paid by the SFA prior to execution.

Contract Documents means the product specifications, requirements, the Invitation for Bid (IFB) and the RFP as applicable, and the resulting contract.

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

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

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

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

FNS means the Food and Nutrition Service of USDA. FNS administers the nutrition assistance programs of USDA. The mission of FNS is to work with partners to provide food and nutrition education to people in need in a way that inspires public confidence and supports American agriculture.

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

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

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

Meal Equivalency Factor (MEF) is a statistical tool that is used to convert a la carte sales into a standard of measure, in this case a "meal." It is also used to convert breakfast meals and afternoon snacks into the same unit of measure. The MEF is often used to convert a la carte sales into meal equivalents for billing purposes in fixed price contracts.

Noncompetitive Proposal (2 CFR 200.320(f)) means procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

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

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

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

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

Offeror means the entity that provides an offer in response to a request for proposals (RFP), for the purpose of providing a product or service and the price/cost of each.

Processor means any commercial facility, which processes or repackages USDA Foods. However, commercial enterprises that handle, prepare, and/or serve products or meals containing USDA Foods on-site solely for the individual recipient agency under contract are exempt under this definition. For further information, see the definition in 7 CFR 250.3.

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

Request for Proposal (RFP) means a type of solicitation document used for the formal procurement method of competitive proposals. The RFP identifies the goods and services needed and all significant evaluation factors and their relative importance. The RFP is publicized and is used to solicit proposals from a number of sources. Evaluations are conducted with more than one of the offerors submitting fixed price proposals.

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

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

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

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the Simplified Acquisition Threshold. The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this guidance, the Simplified Acquisition Threshold is \$150,000, but this threshold is periodically adjusted for inflation. [2 CFR 200.88] Formal procurement for Washington State public schools is mandated when purchases are greater than \$75,000. (RCW 28A.335.190)

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

Solicitation means a document used by the SFA to acquire goods and/or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all of the contract provisions required by Federal procurement regulations, requirements, terms, and conditions which the offerors must fulfill and all other factors to be used in evaluating the proposals. This solicitation must describe steps taken to ensure that small and minority owned businesses, women's enterprises and labor surplus firms are used when possible. (2 CFR 200.321 and RCW 39.19.030)

Sponsor means a person or institution who is responsible for one or more programs under the Washington State Office of Superintendent of Public Instruction, Child Nutrition Services Program.

State Agency means Office of Superintendent of Public Instruction (OSPI).

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

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

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

A. INTRODUCTION

Pursuant to state and federal law, Tonasket School District #404, Local Educational Agency (hereafter called the Sponsor) participating in the:

- National School Lunch Program (NSLP),
- After School Snack Program,
- School Breakfast Program (SBP),
- Summer Food Service Program (SFSP)

May contract with a food service management company (FSMC) to operate eligible school food services.

In the future if the sponsor chooses to participate in the following program, the sponsor may contract with the FSMC to operate:

- Child and Adult Care Food Program (CACFP),
- Fresh Fruit and Vegetable Program (FFVP),
- Summer Seamless Option (SSO), and/or
- Special Milk Program (SMP).

The Office of Superintendent of Public Instruction (OSPI), Child Nutrition Services (CNS), is responsible for administering all USDA Child Nutrition Programs in Washington State. All terms and conditions of procurement and contracting for public schools are subject to RCW 28A.335.190, as applicable.

The successful FSMC will be required to enter into the WA OSPI standard form agreement titled "SPONSOR- FSMC Contract". The contract awarded will be a fixed price contract. The FSMC will be paid at a fixed rate per meal. The SPONSOR must determine and receive the full value of USDA Foods, i.e., credits or reductions. The FSMC is responsible for reporting this monthly to the SPONSOR. Adjustments may be accomplished on the monthly invoice from the FSMC or by an annual adjustment as determined by the SPONSOR. USDA Foods values are posted by CNS Food Distribution in CNPWeb and shall include the basic USDA Foods allocation.

B. TIMELINE

Proposed Schedule:

| | |
|--|-----------------|
| State Agency RFP approval: | June 12, 2019 |
| RFP Release: | June 14, 2019 |
| Proposal Meeting and Site Visit Tour: | July 1, 2019 |
| RFP Questions Due: | July 8, 2019 |
| Proposals Due: | July 22, 2019 |
| Proposals Scored: | July 23, 2019 |
| Notification of Apparent Successful Offeror: | July 24, 2019 |
| Post-Selection Review and Protest Period Ends: | July 29, 2019 |
| Respond to Post-Selection Review comments: | July 30, 2019 |
| Board Approval of Selected Proposal: | August 28, 2019 |
| State Agency Approval: | August 29, 2019 |
| Contract Signed and Executed By: | August 30, 2019 |
| Submit signed contract to the OSPI CNS: | August 31, 2019 |

Tonasket School District #404 or OSPI CNS may, if necessary, revise these dates.

C. GENERAL PROPOSAL INFORMATION

The SPONSOR reserves the right, in its sole discretion:

1. To amend the RFP;
2. To extend the deadline for submitting proposals;
3. To decide whether a proposal does or does not substantially comply with the requirements of this RFP;
4. To waive any minor irregularity, informality, or nonconformance with this RFP;
5. To obtain or provide references to other public agencies, upon request, regarding the offeror'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 finding that there is good cause to do so and that such cancellation would be in the SPONSOR'S best interests.

ALL OFFERORS WHO SUBMIT A RESPONSE TO THIS RFP UNDERSTAND AND AGREE THAT THE SPONSOR IS NOT:

- **OBLIGATED TO AWARD A CONTRACT TO ANY OFFEROR.**
- **RESPONSIBLE FOR ANY EXPENSES AND COSTS INCURRED BY THE OFFEROR IN SUBMITTING A RESPONSE TO THIS RFP. EACH OFFEROR WHO RESPONDS TO THIS RFP DOES SO SOLELY AT THEIR EXPENSE.**

D. ADDENDA

Questions regarding the information contained in this Request for Proposal must be submitted to Janet Glanzer, not later than 2:00 p.m. PST, July 8, 2019. All questions must be submitted in writing or sent to jglanzer@tonasket.wednet.edu and received by the specified date and time. No oral questions or postmarks will be accepted. Questions and answers will be posted by the district business office.

If any part of this RFP is amended, addenda will be provided to all offerors who received the initial RFP. Once the proposal due date has passed, addenda will be provided to all offerors 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 preparing and submitting proposals. The SPONSOR reserves the right to eliminate from consideration any FSMC proposal received, which does not follow this format.

- Proposal must be submitted in the name of the legal entity registered with the State of Washington, Corporations Division, to do business in the State of Washington as an independent contractor.
- Offerors are to respond to the questions asked; limiting answers to no more than 2 typed 8.5 x 11 pages per item using 11 point or larger font, no less than singled spaced. Marketing materials are neither requested nor desired. Attachments must be limited to pertinent information that addresses the questions and scoring categories. Submission of extraneous marketing materials may result in a proposal being deemed non-responsive. **Any proposal**

that fails to follow the format specified in this RFP may be considered non-responsive and may be eliminated for consideration by the SPONSOR. The SPONSOR reserves the right to reject any or all proposals, if deemed in the best interest of the SPONSOR.

- Proposal should have a title page, which list all contact information.
- Submit three proposals. At least one (1) proposal must bear an original signature signed in **Blue ink** and dated by the Applicant/s or a representative legally authorized by the Applicant/s.
- Copies of the proposal must be submitted in sealed packages or envelopes and must be marked clearly with the note: “RFP--School Food Service” with the date and time for opening. One (1) copy of the proposal will be submitted electronically on a CD in Word format.
- No oral, telephonic, or facsimile proposals will be accepted.
- Proposals including pricing information must be received by **July 22, 2019 by 2:00 p.m.** Late proposals or modifications will not be accepted.

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

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

F. ACCEPTANCE OF CONTRACTUAL REQUIREMENTS

The SPONSOR considers this RFP to be legally binding. This RFP and the winning proposal submitted by an offeror in response to this RFP will be incorporated into the subsequent awarded contract between the selected FSMC and SPONSOR. This means the SPONSOR expects the offeror’s proposal 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 addition of offeror’s terms and conditions after due date of this RFP will not be allowed.

G. PRICE

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

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, the LEA, upon written request by the contractor, shall exempt from public inspection and copying such proprietary data, trade secrets, or other information contained in the offeror's proposal that relate to the offeror's unique methods of conducting business or of determining prices or premium rates to be charged for services under terms of the proposal (RCW 41.05.026). Each sheet of such information shall be marked with the following caption:

"This data constitutes a trade secret and shall not be disclosed except in accordance with the Washington State Public Records Laws."

Sheets containing trade secret information must not contain any non-trade secret material. A violation of this requirement shall result in the entire sheet being subject to public disclosure. The LEA will not be held liable in the disclosure of trade secret material, especially when it is not properly marked or separated from non-trade secret material.

I. INVESTIGATION OF REFERENCES

The SPONSOR reserves the right to investigate the references and past performance of any offeror with respect to its successful completion of similar projects, compliance with contractual obligations and specifications, and lawful payments to suppliers, contractors, and workers. The SPONSOR reserves the right to reject any or all proposals at any time prior to the execution of a contract.

Offerors must include a list of:

- Comparable school districts where they currently have FSMC contracts. Include district contact name(s), email address(es), and telephone number(s).
- All school districts in the State of Washington where they currently have FSMC contracts.
- All closed sponsor accounts within the last five (5) years.

J. RECYCLED PRODUCTS

Offerors 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

Offerors are strongly encouraged to attend the scheduled proposal meeting and site visit as it is their only opportunity to visit the sites. Information provided as a result of 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 offeror.

SPONSOR staff will note questions during the tour and distribute answers with questions as an addendum at a later date. Vendors may also submit questions in writing after the tour.

The starting point for this meeting will be the Tonasket District Office, 35 DO Hwy 20 East, Tonasket, WA 98841. The starting time for this meeting is 10:00 a.m, July 1, 2019.

L. PROPOSAL EVALUATION PLAN

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

| Rating System | Factor Number | Factor Description |
|---------------|---------------|--|
| 30 | 30% | Price/Cost, financial pro forma; proposed amount of the management fee; projected overall program financial results. |
| 25 | 25% | FSMC proposed Food Service Director's services |
| 15 | 15% | FSMC experience, ability, responsibility, work record, and references in managing of school food service programs |
| 10 | 10% | Financial Condition/Stability, Business Practices |
| 10 | 10% | Involvement of Students, Staff, and Patrons |
| 5 | 5% | Purchasing specification and purchasing power |
| 5 | 5% | Promotion/Marketing in School Food Service |
| 100 | 100% | Total Points |

M. POST-SELECTION REVIEW

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

Kathy Gardner, 35 DO Hwy 20 East, Tonasket, WA 98841 or emailed to kgardner@tonasket.wednet.edu

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

N. RESERVATIONS

The Board of Directors of Tonasket School District #404 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 offerors 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 District's 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 initial contract period shall commence on 8/19/2019 or date of award, whichever is later, and end on 7/31/2020. The contract may be renewed at LEA option for up to four additional one-year periods as allowed by federal and state regulations. The total contract period cannot extend beyond 7/31/2024. An addendum, approved by both parties, may be used to make minor modifications to this contract. Minor modifications do not substantially change the scope of the contract

No material changes in the Agreement may be made by either party. Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be quantified for every action undertaken in the Child Nutrition (CN) programs. However, at a minimum, a change is deemed material when, had the term changes been included in the solicitation and original contract, the offerors may have responded differently to the RFP. Services or features contingent on multi-year contracts are not allowable, for example equipment installation may not be stipulated for contract renewal years.

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

The original contract must specify the Consumer Price Index (CPI) Food Away From Home series of the CPI for All Urban Consumers, published by the Bureau of Labor Statistics of the Department

of Labor –for the 12-month period March 2019 to March 2020. Adjustment factors may include changes in federal reimbursement rates

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

The contract must be drafted by the SPONSOR using the OSPI - CNS template contract as revised to reflect negotiations and subject to final approval by OSPI. 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 OSPI - CNS prior to signature.

ARTICLE II: REQUIRED MATERIALS CONSTITUTING A RESPONSIVE PROPOSAL

A. MANDATORY ITEMS

Note: The following items 1 - 6 are to be submitted with all proposals. Proposals not containing all applicable items will be rejected.

1. **General Information:** The Offeror must submit a document (See Attachment E), which contains a brief explanation of the features of the proposal. The Offeror 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 Regarding Lobbying – if applicable (Attachment C)**
5. **Financial Pro Forma- if applicable (Attachment D)**
6. **Proposal Cover Letter (Attachment E)**
7. **Buy American Provision:** The SPONSOR and the FSMC shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. This provision applies to all food purchases paid from the nonprofit school food services account. (7 CFR Part 210.21(d)).
 1. As required by the Buy American provision, all food products must be of domestic origin as required by 7 CFR Part 210.21(d). “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities.
 2. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Processes must be in place to be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 5 day(s) in advance of delivery. The request must include the:
 - a) Alternative substitute (s) that are domestic and meet the required specifications:
 - i) Price of the domestic food alternative substitute (s); and
 - ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
 - b) Reason for exception: limited/lack of availability or price (include price):
 - iii) Price of the domestic food product; and
 - iv) Price of the non-domestic product that meets the required specification of the domestic product.

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

For fixed price per meal purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered two-thirds (2/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-third (1/3) of a meal/meal equivalent.

The number of equivalent lunches derived from á la carte revenue equals á la carte revenues divided by the sum of the USDA free lunch reimbursement rate and the value associated with USDA entitlement food rate.

9. **Menu Cycle:** A 21-day cycle menu for all USDA Child Nutrition programs must be included in proposal. The FSMC must comply with the 21-day menu cycle and specifications (Appendix B) developed for the NSLP, SBP, SFSP. Once the cycle menu is approved, the FSMC will follow the menu. Any changes made by the FSMC after the first initial menu cycle may be made only with the approval of the SPONSOR. The SPONSOR shall approve the menus no later than two (2) weeks prior to services. (Reference 7 CFR 210.10, 7 CFR 210.16(b)(1)).
10. **Schools to be served:** The individual named schools and sites within the jurisdiction of the SPONSOR that the FSMC proposes to serve in the contract are listed in (Appendix C).
11. **Management Services:** Provide a descriptive narrative of the services provided in each of the following areas. Limit your response to pertinent information; the SPONSOR is not interested in receiving marketing material, reports, or other extraneous information. Narrative responses must not exceed 12 maximum pages.
- a) Employee training and development plan – limited to 2 pages
 - b) Resume of proposed Director – limited to 2 pages
 - c) Community involvement and communications plan – limited to 2 pages
 - d) Depth of management and support resources – limited to 2 pages
 - e) Nutritional and Wellness awareness programs – limited to 2 pages
 - f) Food service experience with other comparable public school districts, including the demonstrated ability to manage a financially self-sustaining program. Preference will be given to experience with Washington public school districts. – limited to 2 pages
12. **Program Information:** Interested parties are required to utilize participation levels, meal counts, service days, meal prices, federal reimbursement rates, state reimbursement rates, meal equivalents, indirect costs, etc. to develop their financial pro forma statements. The pro forma statements enables the SPONSOR to compare proposals from the various Offerors. Financial pro formas that do not use the information provided in **Appendix A, Program Information**, will not be accepted. Alternate financial pro formas or proposals will not be considered and may result in the offeror being disqualified from the selection process for being “nonresponsive”:

ARTICLE III: SCOPE OF WORK

A. OVERVIEW OF TONASKET SCHOOL DISTRICT #404 FOOD SERVICE

1. The SPONSOR provides food service to approximately 1,100 children at 3 sites, including 3 NSLP/SBP sites, 1 SFSP sites and 3 After School Snack Program sites. The food service prepares approximately 108,970 lunches, 49,904 breakfasts, and 4,315 after school snacks annually. NOTE: Tonasket SD will begin its first year with Community Eligibility Program (CEP) in 2019-2020.

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

The SPONSOR shall retain signature authority for the monthly claim for reimbursement in the Washington Integrated Nutrition System (WINS).

2. The SPONSOR shall retain control and signature authority of the CNP nonprofit food service account and overall financial responsibility for the CNP. (7 CFR210.16 (a)(4)(5))
3. Ensure all reimbursable meals meet meal patterns and nutrient standards as required by applicable USDA program (NSLP, SBP, SFSP, and After School Snack Program). No payment will be made for meals that are spoiled or unwholesome at the time of delivery, do not meet specifications as developed by the SPONSOR for each food component in the meal pattern in accordance with 7 CFR 210.10, 7 CFR 226.20 or do not otherwise meet the requirements of this RFP.
 - a. **National School Lunch Program (NSLP) and Afterschool Snacks:** Food-Based Menu Planning (7 CFR 210.10(K)(1)) is used at all sites for lunch and afterschool snacks. Both SPONSOR and FSMC shall comply with applicable rules, regulations, policies, and instructions by the Department, USDA Food and Nutrition Service (FNS) and any additions or amendment thereto, including USDA regulations 7 CFR 210.10, 7 CFR 210.12 , 7 CFR 210.13, 7 CFR 210.14, 7 CFR 210.15, 7 CFR 210.16, 7 CFR 210.20, 7 CFR 210.21, 7 CFR 210.23.
 - b. **School Breakfast Program (SBP):** Food-Based Menu Planning (7 CFR 220.8(a)(5)(iii) is used at all sites for breakfast. Both SPONSOR and FSMC shall comply with applicable rules, regulations, policies, and instructions by the Department, USDA Food and Nutrition Service (FNS) and any additions or amendment thereto, including USDA regulations for the School Breakfast Program 7 CFR 220.8, 7 CFR 220.12, 7 CFR 220.16, 7 CFR 220.17
 - c. **Summer Food Service Program (SFSP):** The SPONSOR provides summer food meals under the Summer Food Service Program. Both SPONSOR and FSMC shall comply with applicable rules, regulations, policies, and instructions by the Department, USDA Food and Nutrition Service (FNS) and any additions or amendment thereto, including USDA regulations 7 CFR 225.6, 7 CFR 225.15, 7 CFR 225.16, 7 CFR 225.17, and 7 CFR 225.18.
 - d. **Child and Adult Care Food Program (CACFP) (SPONSOR Afterschool At-Risk Snacks/Suppers, Child Care Centers, or Head Start Programs): (If applicable)** The CACFP meal pattern is followed in the child care centers or Head Start Programs 7

CFR 226.20. Afterschool-At-Risk Snack and Supper sites may use the NSLP or CACFP 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. [7 CFR 226.10(d), 7 CFR 226.21, 7CFR 226.22, and CFR 226.23]

- e. **Fresh Fruit and Vegetable Program (FFVP): (If applicable)** Sites participating in FFVP must provide all children in the awarded elementary (K-8) schools with a variety of fresh fruits and vegetables during the school day. These fresh fruits and vegetables must be provided separately from the lunch or breakfast meal, in one or more areas of the school during the official school day. The awarded SPONSOR elementary schools must participate in the NSLP. All elementary schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables. A school application must be submitted annually for consideration to participate in the FFVP.

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

Administrative costs are the documented expenses you have for planning the Program, managing the paperwork, obtaining the equipment you need, and all other aspects of FFVP that are not related to the preparation and service of fruits and vegetables. Administrative costs currently cannot exceed 10% of the total funds.

Operating costs are the primary costs of running the FFVP such as:

1. Buying fruits, vegetables, low fat or non-fat dip for vegetables only.
2. Buying nonfood items like napkins, paper plates, serving bowls and trays, cleaning supplies, and trash bags.
3. Value added services such as pre-cut produce, ready-made produce trays, and delivery charges.
4. Salaries and fringe benefits for employees who do such tasks as washing and chopping produce, preparing trays, distributing produce to classrooms, setting up kiosks, restocking vending machines, and cleaning up.

The FSMC will be required to document and track FFVP expenses separately.

Documentation must clearly outline the allocation of costs charges to the FFVP (i.e., direct labor salaries and benefits, administrative fees, produce costs, etc.)

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

B. RESPONSIBILITIES

The responsibilities of the SPONSOR include the following:

1. The SPONSOR will select and employ the Food Service Supervisor to manage and oversee the food service operation, and to supervise all food service employees.
2. The SPONSOR will prepare and serve meals and meal supplements (snacks) to students, and participants in NSLP, SBP, SFSP, and After School Snack Program;

- a. The SPONSOR is participating in the Breakfast After the Bell program and expects the FMCA to operate the program;
3. The SPONSOR will prepare and serve meals to staff, parent organizations, and for some scheduled events (conferences, business partnerships, etc.), whether in or out of the SPONSOR;
4. SPONSOR shall provide oversight and coordination of purchasing, maintaining and repairing all equipment used in the kitchen;
5. The SPONSOR shall maintain all kitchen areas and working environments in a safe and sanitary condition;
6. The SPONSOR shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the selected FSMC preparing or serving meals at any SPONSOR facility. 7 CFR 210.16(a)(3)).
7. Regarding Free and Reduced Price, and Paid Reimbursable Meals, the SPONSOR shall be responsible for:
 - a. Establishing and maintaining free and reduced price meals eligibility roster.
 - b. Developing and distributing the parent letter, Application for Free and Reduced Price Meals, Direct Certification, and determination of eligibility for free or reduced price meals.
 - c. Conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
 - d. Verifying Applications for Free and Reduced Price Meals as required by USDA regulations.
 - e. Ensuring that no child is subject to overt identification of eligibility as described in 7 CFR 245.8 or is discriminated against.
 - f. Offering free, reduce price, and paid reimbursable meals to all eligible students.
 - g. Ensuring their policy for providing meals to students without adequate funds is followed. The policy will protect students by providing equal services to all students. The FSMC will bill the SPONSOR for the meals served with the SPONSOR paying from funds other than non-profit food service account.

C. FINANCIAL REQUIREMENTS:

The FSMC will manage the food service department to be self-supporting. The total of all direct operating costs (including food, supplies, wages, benefits, maintenance fees, management company fees, and other direct) and indirect direct costs must not exceed total program revenues (including sales and reimbursement under federal programs). If the program experiences operating losses, the FSMC shall be required to reimburse the LEA in an amount commensurate with the variance of those costs that are within the control of the FSMC.

If the selected FSMC is procuring goods or services which are being charged to the SPONSOR under the awarded contract outside of the fixed price per meal (e.g. equipment), the selected FSMC is acting as an agent for the SPONSOR and must follow the same procurement rules under which the SPONSOR must operate and that the selected FSMC may not serve as a vendor.

D. MANAGEMENT GOALS:

The FSMC will provide nutritious, high-quality meals and snacks to students and participants in NSLP, SBP, SFSP and After School Snack Program; accommodate special diets where medically necessary, provide occasional catered food services, and improve nutrition awareness.

The SPONSOR shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of OSPI 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 3 sites: Tonasket Elementary School, Tonasket Middle School and Tonasket High School cafeterias, 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 35 HS Hwy 20 East, Tonasket WA 98855.

G. PROFESSIONAL STANDARDS FOR ALL SCHOOL NUTRITION PROGRAM EMPLOYEES:

Both SPONSOR and FSMC must review and follow 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 ensures 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: <https://www.fns.usda.gov/school-meals/professional-standards> and SP39-2015 available on OSPI’s CNS website.

H. ADVISORY GROUP:

The SPONSOR shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the SPONSOR advisory board composed of students, teachers, and parents to assist in menu planning (Reference 7 CFR 210.16 (a)(8)).

I. EMERGENCY CLOSING:

The SPONSOR shall notify the selected FSMC of any interruption in utility services of which it has knowledge.

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

J. CAPITAL IMPROVEMENTS:

The cost of capital improvements to the kitchen facilities shall be borne by the SPONSOR and shall not be included in direct operating costs of the program. Title to all capital improvements shall remain with the SPONSOR. No improvements are anticipated for the 2019-20 school year.

K. FOOD SERVICE SUPERVISOR:

The SPONSOR will select and employ the Food Service Supervisor to manage and oversee the food service operation, and to supervise all food service employees.

L. EMPLOYEES:

All food service staff shall be employees of the SPONSOR. The SPONSOR shall have the responsibility of hiring, training, supervising, and disciplining of employees in addition to the FSMC training referred to in ARTICLE IV, A. #3.

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

A. GENERAL:

1. The FSMC” (Food Service Management Company) selected pursuant to this request for proposals will provide management of the SPONSOR Food Service Department. The FSMC must manage the Food Service Department efficiently and effectively to fulfill their responsibilities and to achieve the Management Goals and financial requirements (described in Article III, Section D above).
2. The FSMC shall inform the LEA prior to hiring Food Service Director positions for the LEA’s food service program. Any person hired as Food Service Director must be presented for the LEA’s evaluation and approval. Prior to hiring, must have clearance of the FBI and Washington State Patrol fingerprint background check. The LEA’s right to reject FSMC’s selection of a Food Service Director is subject to FSMC’s compliance with all applicable laws, rules and regulations. Noncompliance will be considered a breach of this contract. Resumes and work histories will be included with the proposal. The FSMC’s Food Service Director will be available within the District or attending to LEA business at least eight (8) hours per week, on average, when school is in session.
3. As a means of checks and balances, the FSMC will conduct a monthly inventory of the food and dry storage items including USDA food.
4. LEA Staff Trainings for food preparation, cooking/baking and equipment application shall be provided to the LEA by the FSMC on a quarterly basis (four times a year). Said technical assistance and oversight shall be presented as progress reports to the Advisory Group on a quarterly basis (four times a year).
5. The selected FSMC shall maintain state and/or local health certification(s) for any facility outside the SPONSOR in which it prepares meals. The FSMC shall maintain the health certification(s) for the duration of the awarded contract as required under USDA Regulations 7 CFR 210.16(a)(7). The FSMC shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are met in its facilities.
6. The FSMC shall maintain a full and complete program, financial and inventory records sufficient to meet federal and state requirements and in accordance with generally accepted accounting principles.

B. USE OF DONATED FOODS:

1. Any USDA Foods received at the school kitchen, sponsor or FSMC storage facility by the sponsor and made available to the FSMC must accrue solely to the benefit of the sponsor’s nonprofit school food service account and shall be fully utilized therein. The

FSMC shall maintain records to substantiate that the full value of all USDA Foods is used solely for the benefit of the SPONSOR. 7 CFR 210.16(a)(6)

2. Year-end reconciliation shall be conducted by the SPONSOR to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC during the fiscal year. The SPONSOR reserves the right to conduct USDA Foods credit audits throughout the year to ensure compliance with Federal regulations 7 CFR 210 and 7 CFR 250.
3. The Sponsor must maintain documentation that the FSMC has credited the district for the value of all donated foods received for use in the Sponsor's food service in the school year, including, in accordance with the requirements in requirements in 7CFR 250.15(a), the value of donated foods contained in processed end products.
4. The SPONSOR shall retain title to all USDA Foods and the FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable.
5. FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SPONSOR. FSMC agrees that any procurement and/or utilization of end products by FSMC on behalf of the SPONSOR will comply with the requirements in subpart C of 7 CFR Part 250, and with the provisions of SPONSOR's processing agreements. SPONSOR will not be responsible for or reimburse FSMC for any costs FSMC incurs for processing commodities during the term of the contract.
6. USDA Foods allocated to the SPONSOR will be delivered to and utilized by the FSMC equitably for lunches served to students at the district.
7. Based on actual bulk USDA Foods received, it may be necessary for the FSMC to adjust the SPONSOR inventory at the end of the school year. The SPONSOR is responsible for assuring adjustments are made.
8. The FSMC must credit the SPONSOR for the value of all USDA Foods received for use in the SPONSOR's meal service in the school year or fiscal year (including both entitlement and bonus foods), and include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a).
9. The SPONSOR must receive all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SPONSOR account.
10. The FSMC shall provide the method and frequency by which crediting will occur. The FSMC will provide documentation to verify that the value of all USDA Foods has been credited to the sponsor.
11. The FSMC shall use the USDA Foods values listed in CNPWeb including the value of USDA Bonus Foods 7 CFR 250.51(c).
12. 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.
13. The FSMC must use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SPONSOR's food service.
14. 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 SPONSOR's food service.

15. The procurement of processed end products on behalf of the SPONSOR, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or SFA processing agreements, and will ensure crediting of the SPONSOR for the value of USDA Foods contained in such end products at the processing agreement value.
16. The FSMC must comply with the storage and inventory requirements for USDA Foods.
17. The distributing agency, sub distributing agency, or SPONSOR, the Comptroller General, USDA, or their duly authorized representatives, may perform onsite reviews of the FSMCs food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods.
18. The FSMC must maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b).
19. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA Foods.
20. 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.
21. The FSMC shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SPONSOR's nonprofit food service, subject to approval of the SPONSOR. The SPONSOR shall consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SPONSOR.
22. 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.
23. Upon the termination of the contract, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the SPONSOR.

C. REBATES:

All rebates, credits, and discounts from the purchase of food, beverages, merchandise, commodity processing and supplies from local, regional and national suppliers and distributors must be passed through to the SPONSOR. The estimated value of rebates, credits and discounts shall be used in formulating the fixed price per meal. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the SPONSOR.

D. REPORTS:

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

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

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

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

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

E. ADVERTISING:

The FSMC shall follow the SPONSOR's policy regarding advertising.

F. SUMMER FOOD SERVICE PROGRAM (SFSP):

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

1. The SPONSOR shall be responsible for determining eligibility of all SFSP sites.
2. The SPONSOR shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
3. The selected FSMC must comply with the cycle menu developed by the SPONSOR for the SFSP (Appendix E Summer Food Service Program Menus) and include it in the RFP. The SPONSOR shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.
4. The SPONSOR 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.
5. The selected FSMC entering into a contract with the SPONSOR may not subcontract for the total meal, with or without milk, or for the assembly of the meal and comply with 7CFR 225.6(h) and 7 CFR 225.15(m).

~~**G. CHILD AND ADULT CARE FOOD PROGRAM (CACFP):**~~

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

~~**Important separation of duties with CACFP:** When providing food service management duties on behalf of SPONSOR for CACFP, selected FSMC will be limited in its management authority;~~

management functions which institutions may not contract out under any circumstance include claim submission, monitoring, corrective action, and preparation of application materials. Institutions may contract out for specific management tasks, such as bookkeeping (but not claims submission), data processing, or the service of a nutritionist.

- ~~1. The SPONSOR shall be responsible for determining eligibility of all CACFP sites.~~
- ~~2. The SPONSOR is responsible for ensuring the selected FSMC conforms to its agreement with the State agency as per all requirements as specified at 7 CFR Part 226.21.~~
- ~~3. The SPONSOR is responsible for the administration of the CACFP according to 7 CFR Part 226 (e.g., submitting the reimbursement claim, monitoring sites if applicable).~~
- ~~4. The SPONSOR shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.~~
- ~~5. The selected FSMC must comply with the cycle menu developed by the SPONSOR for the CACFP (Appendix B).~~
- ~~6. The SPONSOR shall not delegate any CACFP management responsibilities to the selected FSMC as specified in the Food and Nutrition Instruction 792-2, Rev.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 SPONSOR's policies, practices and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.~~
 - ~~b. The government reimbursement rates in effect shall remain materially consistent throughout the year.~~
 - ~~c. Meal components and quantities required by the CACFP remain consistent with meal patterns Appendix E.~~
 - ~~d. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.~~
 - ~~e. The projected number of full feeding days is: 175.~~~~
- ~~8. The selected FSMC entering into a contract with the SPONSOR may not subcontract for the total meal, with or without milk, or for the assembly of the meal. (7 CFR 226.21(e)).~~

H. MEAL CHARGE POLICY:

The FSMC must ensure that the SPONSOR's policy for providing meals to students without adequate funds is followed. The policy will protect students by providing equal services to all students. All food service staff responsible for policy enforcement will be provided with the meal charge policy.

I. SPECIAL DIETARY NEEDS:

The FSMC must ensure the SPONSOR's policy for providing substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' *Individual Educational Plans (IEPs)* or 504 Plans and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the

disability and need for substitutes as prescribed by a medical doctor or recognized medical authority, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.

Both the SPONSOR and FSMC agree that no child who participates in the NSLP, SBP, SFSP, and After School Snack Program 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 disability.

NON-DISCRIMINATION:

The FSMC hereby agrees that it will comply with:

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

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

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

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, audiotape, 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](http://www.ascr.usda.gov/complaint_filing_cust.html), (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.

SURVIVAL TERMS

In the event of a conflict between the terms of this section IV "Scope of Work" and a provision of the contract executed between the SPONSOR and the Contractor (FSMC) the following order of precedence shall apply: FSMC proposal, RFP, Contract. Silence, absence or omission from contract specification concerning any point must be regarded as meaning that only best commercial practice are to prevail and that only material and workmanship of quality that would normally be specified by the SPONSOR is to be used.

TERMS AND TERMINATION

The SPONSOR or the selected FSMC may terminate the awarded contract for cause by giving 60 days written notice [Reference 7 CFR 210.16(d)].

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

ATTACHMENT A: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY

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

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

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

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

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

SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE TITLE DATE

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

SIGNATURE OF SPONSOR AUTHORIZED REPRESENTATIVE TITLE DATE

ATTACHMENT B: SUSPENSION AND DEBARMENT CERTIFICATION
[Local Educational Agency]

NOTE: This certificate must be completed for all new and renewal contract years when the contract equals or exceeds \$25,000.

Certification Regarding Debarment and Suspension and Other Responsibility Matters -Primary Covered Transactions

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 and 2 CFR 200.213. 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 REVERSE)

- (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

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary 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 primary 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 primary 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 primary 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: CERTIFICATION REGARDING LOBBYING AND 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>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description:</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> | | |

Attach Continuation Sheet(s) SF-LLL-A (if necessary)

Signature: _____
 Print Name: _____
 Title: _____
 Telephone: _____
 Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form -- LLL

Disclosure of Lobbying Activities

CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ Page _____ of _____

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

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

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

ATTACHMENT D: FINANCIAL PRO FORMA

All Offerors must use the SPONSOR provided information for Pro Forma development. Maximum of two (2) decimal points \$X.XX. Financial Pro Formas that do not utilize the exact program information as provided will not be accepted.

| Resources: | Dollars | CPM * |
|---|---------|-------|
| Local sales: | _____ | _____ |
| Reimbursements: | | |
| State | _____ | _____ |
| Federal | | |
| National School Lunch Program | _____ | _____ |
| School Breakfast Program | _____ | _____ |
| Child and Adult Care Program | _____ | _____ |
| Summer Food Service Program | _____ | _____ |
| Special Milk Program | _____ | _____ |
| Fresh Fruits and Vegetable Program | _____ | _____ |
| Total Resources | _____ | _____ |
| Requirements: | | |
| Food Costs: | | |
| Food Costs (include worker meals) | _____ | _____ |
| Local 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.

Fixed Price Per Meal Proposal

SBP

-Breakfast \$X.XX per meal (3 breakfasts = 2 meals)
List total Breakfasts served calculated at 3:2 ratio - Total Breakfasts = _____

NSLP

-Lunch \$X.XX per meal (1 lunch = 1 meals)
-Snack \$X.XX per snack (3 snacks = 1 meal)
-Meal Equivalents \$X.XX per meal based on \$3.565 rate
List total Lunches served calculated at 1:1 ratio - Total Lunches = _____
List total Snacks served calculated at 3:1 ratio - Total Snacks = _____
Total Meal Equivalents at \$3.5650:1 ratio _____

SFSP

-Breakfast \$X.XX per meal (3 breakfasts = 2 meals)
-Lunch \$X.XX per meal (1 lunch = 1 meal)
-Snack \$X.XX per snack (3 snacks = 1 meal)
List total Breakfasts served calculated at 3:2 ratio - Total Breakfasts = _____
List total Lunches served calculated at 1:1 ratio - Total Lunches = _____
List total Snacks served calculated at 3:1 ratio - Total Snacks = _____

CACFP

-Breakfast \$X.XX per meal (3 breakfasts = 2 meals)
-Lunch \$X.XX per meal (1 lunch = 1 meal)
-Snack \$X.XX per snack (3 snacks = 1 meal)
-Suppers \$X.XX per meal (1 Supper = 1 meal)
List total Breakfasts served calculated at 3:2 ratio - Total Breakfasts = _____
List total Lunches served calculated at 1:1 ratio - Total Lunches = _____
List total Snacks served calculated at 3:1 ratio - Total Snacks = _____
List total Suppers served calculated at 1:1 ratio - Total Suppers = _____

After School Snack Program

-Breakfast \$X.XX per meal (3 breakfasts = 2 meals)
-Lunch \$X.XX per meal (1 lunch = 1 meal)
-Snack \$X.XX per snack (3 snacks = 1 meal)
-Suppers \$X.XX per meal (1 Supper = 1 meal)
List total Breakfasts served calculated at 3:2 ratio - Total Breakfasts = _____
List total Lunches served calculated at 1:1 ratio - Total Lunches = _____
List total Snacks served calculated at 3:1 ratio - Total Snacks = _____
List total Suppers served calculated at 1:1 ratio - Total Suppers = _____

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

Total Meals Served for Fixed Price _____

ATTACHMENT E: PROPOSAL COVER SHEET

CERTIFICATION

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

| | | |
|---|---|---|
| <i>Offeror Name (Printed)</i> | | |
| <i>Corporate Address of Record</i> | | |
| <i>By (Authorized Signature of Person with Authority to Obligate the Offeror Contractually)</i> | | |
| <i>Federal Tax Identification Number</i> | <i>Dun and Bradstreet Number (DUNS)</i> | <i>Washington 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 Offeror</i> | <i>Identify Title of Person Authorized to Negotiate the Contract on Behalf of Offeror</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> |

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

Offeror acknowledges receipt of any and all Addenda to this RFP. All Addenda's will be posted [add information where posted]

APPENDIX A: PROGRAM INFORMATION

Tonasket School District No. 404 - 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 2017-2018 actual meal counts from Claims for Reimbursement)

Use meal counts, catering

and ala carte sales below for pro forma development

| Participation Categories | Lunch Annual Meals | Severe Need Breakfast Annual Meals |
|----------------------------|--------------------|------------------------------------|
| Free: Student | 68,214 | 33709 |
| Reduced: Student | 8,747 | 4394 |
| Paid: Student, Elem | 7514 | 2123 |
| Paid: Student, Middle | 3514 | 884 |
| Paid: Student, High | 2054 | 559 |
| Earn: Reduced | | |
| Earn: Paid | | |
| Catering Sales | N/A | |
| Ala Carte Sales | \$4,872.50 | |
| Summer Program | N/A | N/A |
| After School Snack Program | 5289 | N/A |

Reimbursement Rates: 2018-19 School Year

Use Reimbursement rates below for pro forma development

NSLP and SBP Reimbursement Rates:

| Category | High Lunch | Low Lunch | Severe Need Breakfast | Regular Breakfast | Special Milk | Area Eligible Snack | Regular Snack |
|--------------|------------|-----------|-----------------------|-------------------|--------------|---------------------|---------------|
| Free | \$ 3.33 | \$ 3.31 | \$ 2.14 | \$ 1.79 | \$ 0.2050 | \$ 0.91 | \$ 0.91 |
| Reduced | \$ 2.93 | \$ 2.91 | \$ 1.84 | \$ 1.49 | | | \$ 0.45 |
| Paid | \$ 0.33 | \$ 0.31 | \$ 0.31 | \$ 0.31 | | | \$ 0.08 |
| Meal Pattern | \$ 0.06 | \$ 0.06 | | | | | |
| USDA Foods | \$ 0.2350 | \$ 0.2350 | | | | | |

State reimbursement rate for free/reduced breakfast = \$0.17

Meal Prices: Use meal prices below for pro forma development

| Category | Lunch | Breakfast |
|---------------|--------|-----------|
| Free | \$0.00 | \$0.00 |
| Reduced-Price | \$0.40 | \$0.00 |
| Paid Elem | 2.75 | 1.75 |
| Paid Middle | 3.00 | 1.75 |
| Paid High | 3.00 | 1.75 |
| Adult | 3.75 | 2.50 |

Service Days: Use service days below for pro forma development

| School | Breakfast | Lunch | Summer |
|-------------------|-----------|-------|--------|
| Elementary School | 180 | 180 | 16 |
| Middle School | 180 | 180 | 16 |
| High School | 180 | 180 | 16 |

Free and Reduced Information:

| School | Enrollment | Approved Free | Approved Reduced |
|------------------------|------------|---------------|------------------|
| Tonasket Elementary | 487 | 340 | 0 |
| Tonasket Middle School | 283 | 190 | 0 |
| Tonasket High School | 309 | 140 | 0 |

Serving Times/Programs:

| School Name | Lunch/ Breakfast | Grades | NSLP | SBP | Method* |
|------------------------|------------------------|--------|------|-----|-----------|
| Tonasket Elementary | 10:50 a.m. / 8:00 a.m. | K-5 | Yes | Yes | Satellite |
| Tonasket Middle School | 12:05 p.m. / 8:00 a.m. | 6-8 | Yes | Yes | Base |
| Tonasket High School | 12:10 p.m. / 8:00 a.m. | 9-12 | Yes | Yes | Base |

Notes:

NSLP = Indicates participation in the National School Lunch Program.

SBP = Indicates participation in the School Breakfast Program.

SFSP = Summer Food Service 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 pro forma development

- Use \$3.5650 on all ala carte, catering and non-reimbursable meal sales.
- Use 1 for 1 Lunch and Supper Equivalency
- Use 3 for 2 Breakfast Equivalency
- Use 3 for 1 Snack Equivalency

| School Name & Position | Daily Hours | Scheduled Days* | Average Hourly Rate* |
|------------------------|-------------|-----------------|----------------------|
| Food Service Clerk | 2.5 | 181 | \$14.80 |
| Food Service Clerk | 5.25 | 181 | \$14.80 |
| Food Service Clerk | 5.5 | 181 | \$15.17 |
| Assistant Cook | 7.0 | 181 | \$15.87 |
| Assistant Cook | 7.7 | 181 | \$18.34 |
| Head Cook/Supervisor | 8.0 | 202 | \$21.13 |

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

District Indirect Charges:

For the purpose of the FSMC’s financial guarantee, district indirect rate applied to the program for 2019-2020 school year shall not exceed 7.77%.

**APPENDIX B: TONASKET SCHOOL DISTRICT NO. 404 “21-DAY CYCLE MENUS”
ELEMENTARY SCHOOL LUNCH AND BREAKFAST**

All Vendors are to develop a 21-Day Cycle Menu for Elementary School Lunch and Breakfast in their response to this RFP. **Vendor shall adhere to this menu for the first 21 days of service** during the 2019-2020 school year.

| | | | | |
|---------------|---------------|---------------|---------------|---------------|
| Day 1 | Day 2 | Day 3 | Day 4 | Day 5 |
| BREAKFAST: | BREAKFAST: | BREAKFAST: | BREAKFAST: | BREAKFAST: |
| LUNCH: | LUNCH: | LUNCH: | LUNCH: | LUNCH: |
| Day 6 | Day 7 | Day 8 | Day 9 | Day 10 |
| BREAKFAST: | BREAKFAST: | BREAKFAST: | BREAKFAST: | BREAKFAST: |
| LUNCH: | LUNCH: | LUNCH: | LUNCH: | LUNCH: |
| Day 11 | Day 12 | Day 13 | Day 14 | Day 15 |
| BREAKFAST: | BREAKFAST: | BREAKFAST: | BREAKFAST: | BREAKFAST: |
| LUNCH: | LUNCH: | LUNCH: | LUNCH: | LUNCH: |
| Day 11 | Day 12 | Day 13 | Day 14 | Day 15 |
| BREAKFAST: | BREAKFAST: | BREAKFAST: | BREAKFAST: | BREAKFAST: |
| LUNCH: | LUNCH: | LUNCH: | LUNCH: | LUNCH: |
| Day 16 | Day 17 | Day 18 | Day 19 | Day 20 |
| BREAKFAST: | BREAKFAST: | BREAKFAST: | BREAKFAST: | BREAKFAST: |
| LUNCH: | LUNCH: | LUNCH: | LUNCH: | LUNCH: |
| Day 21 | | | | |
| BREAKFAST: | | | | |
| LUNCH: | | | | |

APPENDIX C: LOCATIONS TO BE SERVED

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

For NSLP & SBP:

| School Name | Physical Address | Telephone # | Contact Name |
|----------------------------|--------------------------------------|--------------|--------------|
| Tonasket Elementary School | 35 ES Hwy 20 East, Tonasket WA 98855 | 509-486-2161 | Jean Hedlund |
| Tonasket Middle School | 35 MS Hwy 20 East, Tonasket WA 98855 | 509-486-2161 | Jean Hedlund |
| Tonasket High School | 35 HS Hwy 20 East, Tonasket WA 98855 | 509-486-2161 | Jean Hedlund |
| | | | |
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For SFSP:

| Name | Physical Address | Telephone # | Contact Name |
|------------------------|--------------------------------------|--------------|--------------|
| Tonasket Middle School | 35 MS Hwy 20 East, Tonasket WA 98855 | 509-486-2161 | Jean Hedlund |

For After School Snack Program Sites:

| Name | Physical Address | Telephone # | Contact Name |
|----------------------------|--------------------------------------|--------------|--------------|
| Tonasket Elementary School | 35 ES Hwy 20 East, Tonasket WA 98855 | 509-486-2161 | Jean Hedlund |
| Tonasket Middle School | 35 MS Hwy 20 East, Tonasket WA 98855 | 509-486-2161 | Jean Hedlund |
| Tonasket High School | 35 HS Hwy 20 East, Tonasket WA 98855 | 509-486-2161 | Jean Hedlund |
| | | | |
| | | | |
| | | | |
| | | | |

APPENDIX D: REVENUE/EXPENDITURES FOR FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)

**(Do not include this page if not applicable)
(To be completed by SPONSOR)**

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

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

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

The FSMC's compensation for administering the FFVP ~~can be~~ from 0 percent to 10 percent of the total grant amount.

The FSMC must indicate the percentage it needs (if any) of the administrative funds available:

_____ %

APPENDIX E: MINIMUM FOOD SPECIFICATIONS

To be completed by SFA. OSPI-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 Choice or better
- Canned fruits and vegetables selected to requirements – U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better

Baked Products

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

Staple Groceries

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

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

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

Exhibit A: Meal Pattern Requirements

| Meal Pattern | Breakfast Meal Pattern | | | Lunch Meal Pattern | | |
|---|--|----------------|----------------|--------------------|------------|-------------|
| | Grades K-5 | Grades 6-8 | Grades 9-12 | Grades K-5 | Grades 6-8 | Grades 9-12 |
| | Amount of Food^a Per Week (Minimum Per Day) | | | | | |
| Fruits (cups) ^{b,c} | 5 (1) | 5 (1) | 5 (1) | 2½ (½) | 2½ (½) | 5 (1) |
| Vegetables (cups) ^{b,c} | 0 | 0 | 0 | 3¾ (¾) | 3¾ (¾) | 5 (1) |
| Dark green ^d | 0 | 0 | 0 | ½ | ½ | ½ |
| Red/orange ^d | 0 | 0 | 0 | ¾ | ¾ | 1¼ |
| Beans/peas (legumes) ^d | 0 | 0 | 0 | ½ | ½ | ½ |
| Starchy ^d | 0 | 0 | 0 | ½ | ½ | ½ |
| Other ^{d,e} | 0 | 0 | 0 | ½ | ½ | ¾ |
| Additional vegetable to reach total ^f | 0 | 0 | 0 | 1 | 1 | 1½ |
| Grains (oz eq) ^g | 7 (1) | 8 (1) | 9 (1) | 8 (1) | 8 (1) | 10 (2) |
| Meats/meat alternates (oz eq) | 0 ^h | 0 ^h | 0 ^h | 8 (1) | 9 (1) | 10 (2) |
| Fluid milk (cups) ⁱ | 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) ^{j,k} | 350-500 | 400-550 | 450-600 | 550-650 | 600-700 | 750-850 |
| Saturated fat (% of total calories) ^k | < 10 | < 10 | < 10 | < 10 | < 10 | < 10 |
| Sodium (mg) ^{k,1} | ≤ 540 | ≤ 600 | ≤ 640 | ≤ 1230 | ≤ 1360 | ≤ 1420 |
| Trans fat ^k | Nutrition label or manufacturer specifications must indicate zero grams of <u>trans</u> fat per serving. | | | | | |

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.

^b 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.

^c 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).

^d Larger amounts of these vegetables may be served.

^e 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).

^f Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^g Half of the grains offered must be whole grain-rich in the SBP and NSLP beginning July 1, 2019 (SY 2019-2020).

^h There is no separate meat/meat alternate component in the SBP. Schools may substitute 1 oz eq of meat/meat alternate for 1 oz eq of grains after the minimum daily grains requirement is met.

ⁱ Fluid milk must be low fat (1 percent or fat free milk flavored or, unflavored) or fat free (unflavored or flavored).

^j The average daily amount of calories for a 5-day school week must be within the range (at Sponsors the minimum and no more than the maximum values).

^k 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.

¹ Sodium specifications are to be in effect until June 30, 2024. Target 2 will be the final sodium target and effective July 1, 2024.

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

Summer Food Service Program Meal Pattern

| Food Components | Breakfast ⁶ | 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 an equivalent quantity of any combination of grains/breads | ½ cup | ½ cup | ½ cup |
| Meat and Meat Alternates (Optional) | | | |
| Sponsor 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 | ¾ cup | ½ cup | ¾ 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 Sponsors meat, poultry, or fish.

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

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

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

| | Age 1 and 2 | Age 3 through 5 | Age 6 through 12 ⁱ |
|--|------------------------------|------------------------------|-------------------------------|
| BREAKFAST | | | |
| 1. Milk, fluid ¹ | ½ cup | ¾ cup | 1 cup |
| 2. Juice ^a , fruit, or vegetable or Fruit(s) or vegetable(s) | ½ cup ¼ cup | ½ cup 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 ¹ | 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 ^e | 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 | 3/8 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 Sponsorst 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 ¹ | ½ cup | ½ cup | 1 cup |
| Juice ^{a,f} , fruit, or vegetable or Fruit(s) or vegetable(s) | ½ cup ½ cup | ½ cup ½ cup | ¾ 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 ^e | 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 Sponsorst 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 E: MINIMUM FOOD SPECIFICATIONS (continued...)

CACFP Infant Meal Pattern Requirements EFFECTIVE OCTOBER 1, 2017

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

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

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

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

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

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

² Infant formula and dry infant cereal must be iron fortified.

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

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

⁵ Fruit and vegetable juices are not allowed for infants.

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

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

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

**CACFP Meals for Children 1 - 18 years
EFFECTIVE OCTOBER 1, 2017**

| FOOD COMPONENTS AND FOOD ITEMS | Ages 1-2 | Ages 3-5 | Ages 6-12 | Ages 13-18¹³ |
|---|-----------------|-----------------|------------------|--------------------------------|
| BREAKFAST¹ | | | | |
| Fluid Milk² | 4 fl oz (½ cup) | 6 fl oz (¾ cup) | 8 fl oz (1 cup) | 8 fl oz (1 cup) |
| Vegetables, Fruits or portions of both³ | ¼ cup | ½ cup | ½ cup | ½ cup |
| Grains (oz eq)^{5,6,7,9} | | | | |
| Whole grain-rich or enriched bread | ½ slice | ½ slice | 1 slice | 1 slice |
| Bread product (such as biscuit, roll, muffin) | ½ serving | ½ serving | 1 serving | 1 serving |
| Whole grain-rich, enriched or fortified cooked breakfast cereal ⁷ , cereal grain, and/or pasta | ¼ cup | ¼ cup | ½ cup | ½ cup |
| Whole grain-rich, enriched or fortified RTE breakfast cereal (dry, cold) ^{7,8} | | | | |
| Flakes or rounds | ½ cup | ½ cup | 1 cup | 1 cup |
| Puffed cereal | ¾ cup | ¾ cup | 1¼ cups | 1¼ cups |
| Granola | ⅝ cup | ⅝ cup | ¾ cup | ¾ cup |
| SNACK^{1,8} (Select 2 of the 5 components for a reimbursable snack) | | | | |
| Fluid Milk² | 4 fl oz (½ cup) | 4 fl oz (½ cup) | 8 fl oz (1 cup) | 8 fl oz (1 cup) |
| Meat or Meat Alternate² | | | | |
| Lean meat, poultry, or fish | ½ oz | ½ oz | 1 oz | 1 oz |
| Tofu | 2.2 oz or ¼ c | 3.3 oz or ⅓ c | 4.4 oz or ½ c | 4.4 oz or ½ c |
| Soy product, or alternate protein products ¹⁰ | 1 oz | 1½ oz | 2 oz | 2 oz |
| Cheese | ½ oz | ½ oz | 1 oz | 1 oz |
| Large egg | ½ | ½ | ½ | ½ |
| Cooked dry beans/split peas | ⅝ cup | ⅝ cup | ¾ cup | ¾ cup |
| Peanut butter or soy nut butter or other nut or seed butters | 1 Tbsp. | 1 Tbsp. | 2 Tbsp. | 2 Tbsp. |
| Yogurt, plain or flavored, unsweetened or sweetened ¹¹ | 2 oz (¼ cup) | 2 oz (¼ cup) | 4 oz (½ cup) | 4 oz (½ cup) |
| Peanuts soy nuts, tree nuts or seeds | ½ oz | ½ oz | 1 oz | 1 oz |
| Vegetables³ | ½ cup | ½ cup | ¾ cup | ¾ cup |
| Fruits³ | ½ cup | ½ cup | ¾ cup | ¾ cup |
| Grains (oz eq)^{5,6,7} | | | | |
| Whole grain-rich or enriched bread | ½ slice | ½ slice | 1 slice | 1 slice |
| Bread product (such as biscuit, roll, muffin) | ½ serving | ½ serving | 1 serving | 1 serving |
| Whole grain-rich, enriched or fortified cooked breakfast cereal ⁷ , cereal grain, and/or pasta | ¼ cup | ¼ cup | ½ cup | ½ cup |
| Whole grain-rich, enriched or fortified RTE breakfast cereal (dry, cold) ^{7,8} | | | | |
| Flakes or rounds | ½ cup | ½ cup | 1 cup | 1 cup |
| Puffed cereal | ¾ cup | ¾ cup | 1¼ cups | 1¼ cups |
| Granola | ⅝ cup | ⅝ cup | ¾ cup | ¾ cup |
| LUNCH OR SUPPER^{1,12} | | | | |
| Fluid Milk² | 4 fl oz (½ cup) | 6 fl oz (¾ cup) | 8 fl oz (1 cup) | 8 fl oz (1 cup) |
| Meat or Meat Alternate | | | | |
| Lean meat, poultry, or fish | 1 oz | 1½ oz | 2 oz | 2 oz |
| Tofu | 2.2 oz or ¼ c | 3.3 oz or ⅓ c | 4.4 oz or ½ c | 4.4 oz or ½ c |
| Soy product, or alternate protein products ¹⁰ | 1 oz | 1½ oz | 2 oz | 2 oz |
| Cheese | 1 oz | 1½ oz | 2 oz | 2 oz |
| Large egg | ½ | ¾ | 1 | 1 |
| Cooked dry beans/split peas | ¼ cup | ⅝ cup | ¾ cup | ¾ cup |
| Peanut butter or soy nut butter or other nut or seed butters | 2 Tbsp. | 3 Tbsp. | 4 Tbsp. | 4 Tbsp. |
| Yogurt, plain or flavored, unsweetened or sweetened ¹¹ | 4 oz (½ cup) | 6 oz (¾ cup) | 8 oz (1 cup) | 8 oz (1 cup) |

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

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

CACFP Meals for Children 1 - 18 years

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

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

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

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

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

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

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

⁸ Only one of the two required components for snack may be a beverage.

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

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

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

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

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

Abbreviations

- Tbsp. = Tablespoon
- cup = measuring cup (8 ounces)
- oz eq = ounce equivalent
- fl oz = fluid ounces
- RTE = ready-to-eat (cereals)

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

Alternate Protein Products

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

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

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

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

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

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