

KIPP Delta Public Schools Invitation For Bid

Project: *KIPP Delta Public Schools (KDPS) is soliciting invitations for bid (IFB) for vended school breakfast and lunch meals to two separate campuses located in Blytheville Arkansas. In addition to vended breakfast and lunch meals, KDPS is seeking a vendor who can provide other drink and food products such as: milk, juice, bread, healthy snacks, and salad bar items. All food and drink products must be provided in accordance to United States Department of Agriculture (USDA) regulations and guidelines as well as State of Arkansas Department of Education policies and guidelines.*

Release Date: May 20, 2019

Proposals Due Date: June 4, 2019 by 9:00 A.M.

Contact Persons:

- (1) CHARITY HALLMAN
EMAIL: CHARITY.HALLMAN@KIPPDELTA.ORG
PHONE: 870-714-0580
MAIL: P.O. Box 743, HELENA, AR 72342

- (2) MARY JONES
EMAIL: MARY.JONES@KIPPDELTA.ORG
PHONE: 870-714-5423
MAIL: P.O. Box 743, HELENA, AR 72342

- (3) ROBIN HOOKS
EMAIL: ROBIN.HOOKS@KIPPDELTA.ORG
PHONE: 870-278-0095
MAIL: P.O. Box 743, Helena, AR 72342

- (4) MATT PERRIN
EMAIL: MATT.PERRIN@KIPPDELTA.ORG
PHONE: 870-278-3693
MAIL: P.O. Box 743, HELENA, AR 72342

- (5) RAVEN ADAMS
EMAIL: RAVEN.ADAMS@KIPPDELTA.ORG
PHONE: 870-278-0095
MAIL: P.O. Box 743, Helena, AR 72342

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Section 1 – Project Overview and Submission Instructions

Overview:

KIPP Delta Public Schools (KDPS) is a School Food Authority (SFA) and is soliciting bids from qualified food companies for precooked “vended” schools meals and other food and drink products such as: milk, juice, bread, healthy snacks, and salad bar items. All food and drink products must be provided in accordance to United States Department of Agriculture (USDA) regulations and guidelines as well as State of Arkansas Department of Education policies and guidelines. The contract would be for one year (July 1 – June 30) and contain an option to renew for two, twelve month periods.

- The first campus serves kindergarten through sixth graders at KIPP Blytheville College Preparatory School (BCPS). BCPS is located at 124 Moultrie Drive.
- The second campus serves seventh through twelfth graders at the KIPP Blytheville Collegiate High School (KBC). KBC is located at 1200 Byrum Road.

Interested bidders should read this package thoroughly and provide:

- the evidence requested in Section 3 to determine if the bidder is qualified;
- signed copies of sections 8 through 12; and
- copy of w-9.

Submission Instructions:

One electronic copy of the solicitation response must be received by no later than **09:00AM, June 4, 2019**.

Electronic responses should be submitted to the following employees:

1. Charity Hallman, CHARITY.HALLMAN@KIPPDELTA.ORG
2. Mary Jones, MARY.JONES@KIPPDELTA.ORG
3. Matt Perrin, MATT.PERRIN@KIPPDELTA.ORG
4. Raven Adams, RAVEN.ADAMS@KIPPDELTA.ORG
5. Robin Hooks, ROBIN.HOOKS@KIPPDELTA.ORG

Paper responses should be mailed to the attention of: Charity Hallman, Finance Department at P.O. Box 743, Helena, AR 72342.

Reservations and Proprietary Information

Bids/proposals do not commit KIPP Delta to pay any cost incurred in the preparation thereof. Further, KIPP Delta reserves the right to accept or reject any or all bids/proposals or any part of a bid/proposal. All bid/proposal information, applications, briefs, sales brochures, etc., will become the property of KIPP Delta when submitted in response to this IFP. All bid/proposal documents submitted by the bidder shall be available for inspection after the bid/proposal opening, at the appropriate time. ***Bidder should carefully mark each page that is considered proprietary so that it can clearly be identified as such.***

Clarifications

Any interpretation or correction of the bid/proposal documents/specifications will be made only by addendum and will be e-mailed or delivered to each prospective bidder of record. KIPP Delta will not be

responsible for any oral explanations, assumptions, or interpretations of a bid/proposal at any point. All questions concerning a bid/proposal must be emailed to Charity Hallman, charity.hallman@kipdelta.org. All bids and proposals shall be for public opening. Bids and proposals shall not be subject to public review until after the evaluation has been completed.

Section 2 – Overview of KIPP Delta & Key Program Information

Founded in 2002, KDPS aspires to lead high performing college preparatory schools in the Arkansas Delta where students discover and pursue their passions. We provide a rigorous and aligned Pre-K-12 program built upon college-ready academic standards, effective instructional practices, and meaningful curricula and assessments. As a growing network of free, open-enrollment, public charter schools, KIPP Delta serves approximately 1,300 students across five schools in Helena and Blytheville, Arkansas. Rooted in an assets-based approach to teaching, leading, and coaching, KDPS is poised to transform lives and uplift the communities it is serving. KIPP Delta has four core values: Humility, High Expectations, Beyond Z, and Care and Love. Our work is rooted in these values.

The selected vendor for this contract would provide food and drink products at BCPS and KBC only. For more information about the organization please visit www.KIPDelta.org.

Section 3 – Minimum Standards for Bidders & Evidence

| Bidder Criteria | Minimum Standard(s) To Demonstrate Compliance | Evidence/Document(s) Required To Demonstrate Compliance |
|---|--|--|
| 1. 5 or more years of experience providing a pre-plated program in public schools of similar or larger enrollment size | 5 clients currently served for at least 5 years providing a pre-plate program in a similar size or larger school district | List of 5 clients served with start date, contact name, enrollment, and phone number. |
| 2. Wide range of menu and drink options | List of breakfast and lunch options that allow a rotation of at least 5 options; Two different milk options Seasonal salad bar options | Sample list of breakfast and lunch menu options Sample list of breads, salad, healthy snack, milk and juice options |
| 3. Provide equipment ovens /freezers /refrigerators in schools | Equipment plan in schools listing the make model of the equipment provided. | List of equipment including the make, model, dimensions, and year of the equipment that will be provided to our region. |

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| 4. Marketing Plan | General marketing plan for serving improvements and line decor | Detailed marketing plan to improve the eye-appeal of the serving line to inspire students to participate in our program(s) and enlighten students in nutritional learning. |
| 5. Qualified Management Support Staff | The bidder must have an organizational chart that includes a dedicated Account Manager with 3 years of experience or more, a District Manager with 3 years of experience of more, and Territory Manager with 3 years experience or more. | List of management support team members, resumes, and biographies along with an organizational chart. |
| 6. Delivery Plan | Outline general delivery plan for school districts of similar size | Detailed delivery plan of your trucks, temperature control, delivery slips, and frequency of deliveries. |
| 7. Production Facility Inspection | Meals prepared in a USDA inspected facility | USDA Grant of Inspection and USDA number to be included in the bid |
| 8. Production Facilities | Bidder must provide reports from independent 3rd party food safety auditors | Bidder is to provide records of two 3rd party food safety auditors that demonstrate acceptable processes and procedures |
| 9. Bidder plan to enhance the serving line and marketing of the school lunch program | Bidder must provide a general plan to improve the serving line(s) and kitchen areas for the students. | Bidder is to provide examples of how they have improved the serving line for students in 3 other schools utilizing commentary and photos |
| 10. Interactive web-based menus, nutritional information and allergens | Bidder must provide web based interactive menus and general description of your nutritional, allergen, and ingredient information available to the community | Bidder must have an existing web-based menu site that allows allergen information to be shared through KDPS's website. |
| 11. Online ordering system that allows schools lunch staff to place orders electronically | Bidder must provide a computer-based, online ordering system. System should, also, provide updates on orders, shortages, and substitutions. | Provide details of existing system that is used in at least 5 schools currently and the length of time your system has been in operation. |

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| 12.Regulations –Meals that are CN labeled | Provide meals that are CN labeled | Provide details of the CN label program and 5 CN labels. |
| 13.Nutrition Education | Bidder is to provide at least two methods of nutrition education directed to students | Bidder is to provide documentation, programs, and materials that are focused on nutrition education. |

Section 4 - Scope of Work & Contract Terms & Conditions

Overview

1. This solicitation is for the purpose of entering into a contract for the purchase of vended meals for herein after referred to as KIPP Delta Public Schools (KDPS). The bidder will be referred to as the Vendor and the contract will be between the Vendor and KDPS.
2. KDPS shall retain signature authority for the application/agreement to participate in the programs listed in the site information form(s) including, but not limited to the Application Renewal, the Verification of Application Form, and letters to the ADE to amend the application. [7 CFR 210.16 (a) (5)].
3. KDPS is seeking a reputable vendor that can provide a large assortment of vended breakfast and lunch meals to two separate campuses located in Blytheville Arkansas. In addition to vended breakfast and lunch meals, KDPS is seeking a vendor who can provide other drink and food products such as: milk, juice, bread, healthy snacks, and salad bar items.
 - a. The first campus serves kindergarten through sixth graders at KIPP Blytheville College Preparatory School (BCPS). BCPS is located at 124 Moultrie Drive.
 - b. The second campus serves seventh through twelfth graders at the KIPP Blytheville Collegiate High School (KBC). KBC is located at 1200 Byrum Road.
4. The Vendor should provide separate bids for vended breakfast and lunch meals, healthy snacks, milk, juice, bread, and salad bar items. The Vendor does not have to provide all of the requested products to submit a bid, but must still be able to meet the standards set forth by the United States Department of Agriculture (USDA) and other r
5. KIPP Delta retains the right to select all, some, or none of the Vendor’s products.
6. KDPS is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties.

Reimbursable Meals and Snacks

1. Vendor will provide meals, snacks and/or milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 according to School Nutrition Program Breakfast, Lunch and Afterschool Snack Meal Patterns.
2. KDPS has attached the cycle menus for each meal type requested that were used in solicitation of the contract. The meals or snacks served under the contract will conform to the attached cycle menus at least for the first cycle and thereafter may be adjusted as needed by mutual agreement of the parties provided that applicable meal pattern requirements are met. KDPS may select from one of the sample cycle menus included in the site data form or attach their own 21-day cycle menu.
3. The Vendor must comply with the 21-day menu selected by KDPS and included in the invitation for bid. Any changes made by the Vendor after the first 21-day menu may be made only with approval by KDPS. KDPS shall approve the menus no later than two weeks prior to service.
4. Vendor will provide meals to KDPS in the manner specified in the Site Data form.
5. All meals provided shall conform to the minimum meal requirements including the nutrient standards of the United States Department of Agriculture (USDA) for those meals and for the age group served. The Vendor shall comply with the rules and regulations of Arkansas Department of Education (ADE) and USDA, and any additions or amendments thereto, including but not limited to, 7 CFR Parts 210, 215, 220, 225, 226, 235, 250, 3016, and 3019, if applicable; and Food and Nutrition Service instruction, final rules, and policy, as applicable.
6. All foods provided must be creditable according to the USDA Food Buying Guide. The Vendor shall be liable for meals that contain non-creditable foods or do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. KDPS shall not pay for such meals.
7. The Vendor shall cooperate with KDPS in fulfilling any applicable requirements outlined in the School's Local Wellness Policy.
8. KDPS shall retain control of the quality, extent, and general nature of the food service.

Substitutions and Modifications for Medical or Special Dietary Needs

1. Vendor will substitute food or beverage items or modify food items for qualifying students as required by federal and state law and if required by any KDPS policies. If Vendor incurs additional costs for substitutions that exceed the regular meal payments, Vendor may request reimbursement from KDPS for the additional costs. Neither Vendor nor KDPS may charge any additional amounts to students who qualify for substitutions.
2. Substitutions or Modifications for Students with Disability – Federal Requirement
 - a. Vendor will provide substitutions to, or modifications of, meals as required by federal law for students who are documented by a physician to be unable to consume the regular program meals due to a disability. A physician's statement must identify the student's disability, the

major life activities affected by the disability, the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted in order for the meal to be claimed for reimbursement. The statement must be signed and dated by the physician and must be maintained on file at KDPS.

3. Lactose-Reduced Milk for Students with Lactose Intolerance
 - a. Vendor will make available at least one lactose-reduced milk upon the written request of the parent of a lactose-intolerant student: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. The parent's request must be maintained on file at KDPS.

Delivery, Ordering and Payment

1. Delivery of meals will be made to KDPS's dining site(s) at least twice a week or on a weekly schedule. Deliveries must be made between 10am and 11am. The deliveries must be made at least four school days in advance of the meal schedule the delivery. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
2. KDPS shall notify the Vendor by telephone or email a week prior to the scheduled delivery the total number of meals needed for that week's delivery. KDPS retains the ability to adjust the number of meals needed from the original bid documentation with adequate prior notification to the Vendor.
3. Vendor shall, on a monthly basis, invoice KDPS with an itemized invoice. Payment shall be due within 30 days of the monthly invoice.
4. The Vendor shall receive a fixed price for meals and drink and food products.
5. If the Vendor is procured separately from this contract to provide meals for catered functions, the Vendor shall submit separate billing for the catered functions conducted outside of the non-profit school food service account.
6. If the cost of a substituted food item or beverage provided to a student with a medical or special dietary need exceeds the standard meal or milk payment to Vendor shown above, KDPS will reimburse Vendor for the additional costs if requested by Vendor and supported by documentation of the additional cost. Neither Vendor nor KDPS may charge any additional amount to qualifying students who receive substitutions or modifications required by law or KDPS policy.

Contract Terms and Conditions

1. This contract shall be for an initial term of one year with up to two one-year renewals with mutual agreement between KDPS and the Vendor for public schools. [7 CFR 210.16 (d)].
2. Per 7 CFR 250.53 (a) (12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.
3. The only rates that may be adjusted in subsequent years of this contract are the fixed price per meal contained within this contract. Before any fixed rate or fee increase can be implemented

as part of a contract renewal agreement, the Vendor shall document to KDPS, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates in subsequent years of the contract must not exceed the Consumer Price Index for Urban Consumers – Food Away from Home annualized rate for December of the current school year.

4. This contract shall not prevent KDPS from participating in food consortia or purchasing food from vendors with whom the Vendor normally does not do business.
5. The Vendor, as an independent contractor, shall have the exclusive right to provide vended meals.
6. The Vendor shall be an independent contractor and not a KDPS agent or representative. The employees of the Vendor are not employees of KDPS. All Vendor employees shall remain directly accountable to the Vendor for the duration of this contract. Except as otherwise expressly stated in this agreement, the Vendor has the sole responsibility and authority to hire, assign, supervise, evaluate, and discipline any personnel assigned by it in the performance of this contract.
7. The food service provided shall be operated and maintained as a benefit to KDPS's students, faculty, and staff.
8. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in KDPS's food service account. KDPS and Vendor agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract, as required under 7 CFR 210.16 (c), 7 CFR 3016.36 (f) (4), and 7 CFR 3019.44 (c).
9. KDPS 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 the MDE and the United States Department of Agriculture (USDA) regarding each of the Child Nutrition Programs covered by this contract. [7 CFR 210.16 (a) (2)].
10. KDPS shall retain control of the Child Nutrition Programs' food service accounts and overall financial responsibility for the Child Nutrition Programs.
11. KDPS shall establish all selling prices for reimbursable and non-reimbursable meals and milk. [7 CFR 210.16 (a) (2)].
12. A KDPS shall operate catering functions independent of this contract. KDPS shall price any catering functions at a price to recover all costs associated with the function so that it is not subsidized by program funds or USDA foods.

Health Certifications

1. The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures following HACCP guidelines.
2. The Vendor shall maintain for the duration of the contract state and/or local health certifications for

any facility outside KDPS in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16 (c) (2).

KDPS Control of Food Service

1. KDPS will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies. KDPS will:
 - a. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from the Arkansas Department of Education.
 - b. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
 - c. Ensure that the food service operation is in conformance with KDPS's agreement with the Arkansas Department of Education to participate in School Nutrition Programs.
 - d. Maintain all applicable health certifications for KDPS and assure that all state and local health regulations are being met by Vendor, if preparing or serving meals at a KDPS facility.
 - e. Monitor vended meals to ensure the food service is in conformance with program regulations.
 - f. Prepare contract documents for vended meals.
 - g. Provide all staffing necessary for program delivery within KDPS, including meal ordering, meal service, counting and cleanup of meals.

Record Keeping

1. The Vendor agrees to maintain (for a period of five years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims), all records pertaining to this Contract including records of food purchased, daily quantities prepared and delivered, daily menu records, food production records, nutrition information from food products and recipes used, and delivery receipts. The Vendor must submit invoices to KDPS on a monthly basis at a minimum. The Vendor also agrees that such records will be made available to representatives of MDE, USDA, and the United States General Accounting Office, at any reasonable time and place. [7 CFR 210.23 (c) and 250.16 (b)].
2. The Vendor agrees to comply with all requirements regarding the Administrative Review process of ADE for the school meals including providing nutrition and crediting information on food products and recipes used. The Vendor may request KDPS's prior
3. Administrative review report from KDPS or ADE so as to avoid repeat meal service violations and potential fiscal penalties.
4. The Vendor shall surrender to KDPS upon termination of the Contract all records pertaining to the operation of the food service, to include all food and non-food inventory records, menus, production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order and complete to the extent necessary to reconstruct individual cost of prior Vendor billings.

5. The Vendor shall maintain such records (supported by invoices, receipts, and other evidence) as KDPS will need to meet monthly reporting responsibilities and shall submit monthly bills/invoices in a format approved by KDPS.
6. KDPS and Vendor must provide all documents as necessary for the independent auditor, ADE Reviewers, or agents of the USDA to conduct KDPS's single audit.

Monitoring

1. KDPS shall monitor the food service operation of the Vendor through periodic on-site visits to ensure that the food service is in conformance with all USDA program regulations.
2. The State Agency may monitor the Vendor through periodic on-site visits to ensure compliance with program regulations and requirements.

Use of Advisory Group

1. The Vendor may participate in periodic meetings of KDPS advisory board, comprised of students, teachers, and parents, to assist in menu planning.

Licenses and Fees

1. The Vendor and KDPS shall obtain and post all licenses and permits as required by federal, state, and/or local law.
2. The Vendor shall comply with all KDPS building rules and regulations when dropping off the meals.

Insurance and Indemnification

1. A Certificate of Insurance of the Vendor's insurance coverage, indicating the specified amounts, must be submitted at the time of award. The Vendor shall provide KDPS copies of all applicable insurance policies at the time of award. All insurance required as a result of a response to this solicitation shall provide that the insurer will provide notice of cancellation directly to KDPS 30 days before such cancellation occurs.
2. KDPS shall keep its buildings, including the premises, and all property contain therein insured against loss or damage by fire, explosion, and similar casualties.
3. The Vendor shall indemnify and hold harmless KDPS, or any employee, director, or agent of KDPS from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property, resulting from the Vendor's acts, or omissions, willful misconduct, or breach of the Vendor's obligations under the Agreement by the Vendor and its agents, servants, or employees, or other persons under its supervision or direction.

Emergency Closing

1. KDPS shall notify the Vendor of any interruption in utility service of which it has knowledge.
2. KDPS shall notify the Vendor of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

Terms and Termination

1. This contract shall be for an initial term of one year with up to two one-year renewals for public schools with mutual agreement between KDPS and the Vendor. [7 CFR 210.16 (d)].
2. Per 7 CFR 250.53 (a) (12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.
3. KDPS or the Vendor may terminate the contract with cause by giving 60 days written notice. Contracts may be terminated for convenience only if both parties agree.
4. Neither the Vendor nor KDPS shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the Vendor or KDPS, respectively, and which by the exercise of due diligence they were unable to prevent.
5. The contract shall be governed by and construed in accordance with the laws of the State of Arkansas. The applicant shall comply with applicable federal and state laws and regulations.

Non-Performance by Vendor

1. In the event of the Vendor's non-performance under this contract and/or the violation or breach of the contract terms, KDPS shall have the right to pursue all administrative, contractual, and legal remedies against the Vendor and shall have the right to seek all sanctions and penalties as may be appropriate.
2. In cases of nonperformance or noncompliance on the part of the Vendor, Vendor will pay KDPS for any excess costs which KDPS may incur by obtaining meals from another source. KDPS will notify Vendor of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, KDPS may negotiate another contract. Vendor in default is liable for any difference in price between the original price and the new contract price.

Certifications

1. The Vendor shall comply with all applicable civil rights laws, as amended, which include but are not limited to: Title VI and Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; FNS Instruction 113-1, and Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

2. The Vendor shall comply with the Buy American provision for contracts that involve the purchase of food products with Federal funds, 7 CFR Part 250.23.
3. Where applicable, KDPS or Vendor shall take affirmative steps to ensure small and minority businesses are solicited whenever they are potential sources and to use the services and assistance of the Small Business Administration and Minority Business Enterprise of the Department of Commerce as required (7 CFR 226.22(f)).
4. All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 U.S.C. 74017619q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). If the contract exceeds \$150,000, Vendor certifies that it will comply with applicable standards, orders and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the USDA and the Regional Office of the Environmental Protection Agency.
5. The Vendor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the contract exceeds \$100,000, Vendor certifies that it will comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
6. The successful Vendor has signed and included the Certificate of Independent Price Determination to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.
6. The successful Vendor has signed and included the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.
7. If applicable, the successful Vendor has signed and included the Certification Regarding Disclosure of Lobbying Activities, which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.

Miscellaneous

1. Except as otherwise expressly stated, this contract shall be construed as arising under the laws of the State of Arkansas. Any action or proceeding arising out of this contract shall be heard in the appropriate courts within the State of Arkansas.
2. The Vendor shall comply with the provisions of the bid specifications, which are hereby in all respects made a part of this contract.
3. No provision of this contract shall be assigned or subcontracted without prior written consent of KDPS.
4. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.

5. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by KDPS are to be used.
6. Payments on any claim shall not preclude KDPS from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
7. KDPS shall be responsible for ensuring the resolution of program review and audit findings.
8. The Vendor must use quality ingredients to make nutritionally balanced meals or food products that meet the USDA guidelines for students in grades K-12. Meals are also sold to KDPS staff. The Vendor is responsible for providing meals and menus appropriate for the age of the students served. Meals must be acceptable to students, as evidenced by a minimum of plate waste and participation levels in the National School Lunch and School Breakfast Programs.
9. The Vendor must be able to meet the school meal patterns set by USDA. <https://fns-prod.azureedge.net/sites/default/files/dietaryspecs.pdf> .
10. The Vendor must be able to meet the nutritional standards set by USDA. <https://fns-prod.azureedge.net/sites/default/files/dietaryspecs.pdf>
11. The Vendor must be able to deliver meals according to a schedule set by the Blytheville Child Nutrition Manager.
12. The Vendor must have a menu that allows BCPS and KBC to serve **breakfast, lunch, or snack** for each regular school day and **lunch** on field lesson days. Program information is provided in Exhibit A and a school calendar is provided in Exhibit B.
13. The Vendor agrees to meet with any school group as designated by the authorized representative, such as students, parents, or administrators, about the menus, quality of service, or other issues regarding the food service.

Orders for Meals

1. The nutritional and allergen information must be available about the meals and other products at the time of order.
2. KBC and BCPS must be able to order meals and other food products on a monthly basis for each site and must have the ability to order different types of meals specific to each site.
3. KBC and BCPS must be able to increase or decrease the number of meals and/or other products ordered or cancel deliveries on a twenty-four hour notice to the Vendor.
4. Meals must contain CL labels.

Menus

1. The Vendor must have an on-line menu that is accessible to the public and distinguishes between the two school sites.
2. Meals must be delivered in accordance with the approved menu cycle.
3. The menu cycle must be provided to the Blytheville Child Nutrition Manager ten days prior to the month it begins.
4. The Blytheville Child Nutrition Manager must approve menus and authorize any deviations from the approved menu cycle. The Blytheville Child Nutrition Manager may menu changes periodically throughout the contract period.
5. When an emergency prevents the Vendor from delivering meals, the Vendor shall notify the Blytheville Child Nutrition Manager immediately by phone indicating the reasons for the need for substitution.

Delivery Requirements

1. The Vendor shall provide a delivery slip with the date and the number of meals delivered. A KBC and BCPS authorized representative must sign the delivery slip and verify the condition of the meals received.
2. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food. The food must be in a closed-topped container that is approved by the local or state health departments.

Service

1. KBC AND BCPS shall provide servers for all meal shifts.
2. The servers will be responsible for the cleanup of the kitchen and return all remaining food to the vendor kitchen.
3. KBC and BCPS will be responsible for the collection of funds from students and the daily count of students that will be eating.
4. KDPS will pay the vendor monthly for its services. KDPS will be financially responsible for the meal count that was submitted to the Vendor.
5. The Vendor must have a representative that can meet with KDPS representatives at least one a semester in person.
6. The Vendor must be able to provide tips and suggestions to ensure the packaged meals are prepared properly and in an appetizing manner.

Equipment and Marketing

1. The Vendor shall provide the equipment needed to store, prepare, and hold meals and food products. The equipment must meet industry standards and be maintained by the Vendor.
2. The Vendor retains the title to the equipment when placed in service.
3. The Vendor will provide advanced notice to the Blytheville Child Nutrition Manager if any equipment is to be placed and/or removed from the facilities.
4. The Vendor will provide marketing materials for the school cafeterias to promote healthy eating and improve the overall atmosphere of the cafeteria.

Packaging

1. When possible, recyclable/environmentally-friendly packaging should be utilized for food packaging.
2. Hot meal unit—packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 350°F or (204°C) or higher.
2. Cold meal unit or unnecessary to heat—container and overlay to be plastic or paper and non-toxic.
3. Hot bulk meals must be in stainless steel containers with lids with a depth of no more than four inches.
4. Cold meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
5. Cartons—each carton shall be labeled to meet state or local requirements. Label to include
 - a) Processor's name and address and zip code (plant)
 - b) Food items and meal type
 - c) Date of production
 - d) Quantity of individual units per carton
6. Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.
7. All refrigerated food shall be delivered at an internal temperature of 40°F or below.
8. All frozen food shall be delivered at 0°F or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors.
9. All hot food shall be delivered at an internal temperature of 140°F or above.

Food Specifications

1. Bread or bread alternates must be made from whole-grain or enriched meal or flour. All breads and grains must meet the minimum weight per serving as listed at <https://www.fns.usda.gov/fdd/specifications-us-grade-standards>
2. All meat and poultry must have been inspected by the United States Department of Agriculture.
3. All fish must have been inspected by the Department of Commerce.
4. All fresh fruits must be ripe and in good condition when delivered.
5. All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level.
6. Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton.
7. The food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
8. Meals must be prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

Inspection of Facility

1. KDPS representatives, the Arkansas Department of Education, and the U.S. Department of Agriculture reserve the right to inspect the Vendor's preparation and storage facilities, and transporting vehicles, prior to award of contract and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
2. The Vendor must provide meals when requested for periodic inspection by the local or state health department or an independent agency to determine the bacterial levels in the meals served.

Noncompliance

1. KDPS representatives reserve the right to inspect and determine the quality of food delivered and may reject, and not pay for any food products or components that are unwholesome, judged as poor quality, damaged, or incomplete either due to inadequate portion sizes or missing number of meal components. Products delivered in unsanitary conditions such as incorrect temperatures are also reasons why KDPS can reject a delivery and/or not pay the Vendor.
2. KDPS will obtain meals from other sources if meals are rejected or if an insufficient number of meals are delivered. The Blytheville Child Nutrition Manager will contact the Vendor immediately regarding the reasons for rejected meals and/or if inadequate number of meals delivered. If the Vendor cannot replace meals in time for meal service, then the Blytheville Child Nutrition Manager

can obtain meals from another source and deduct the actual cost of such meals from the monthly bill of the Vendor. The Vendor is responsible for the cost of replacement meals.

3. KDPS will not pay for deliveries made later than the scheduled delivery time.

Record keeping

1. The Vendor shall maintain the following records for KBC and BCPS:
 - a) Quantities and amounts of food used in preparation of each meal and food component of menus
 - b) Standardized recipes and yield from recipes
 - c) Processed product nutritional analysis
 - d) Dates of preparation of meals
 - e) Number of meals and locations where meals were delivered
 - f) Signed delivery slips
 - g) Nutritional content of individual food items and meals as delivered
 - h) Bills charged to KDPS for meals delivered under this contract including the credit of USDA commodities where applicable
 - i) Nutritional analysis for each school week if on a new menu planning option
 - j) Inventory records
 - k) Food and bid specifications
2. The Vendor shall retain records relating to food service production and delivery under this contract, for a period of five years after the current fiscal year and made available for inspection at the request of KDPS representatives, the Arkansas Department of Education or the USDA, and the Comptroller General, at any reasonable time and place. If any audit, litigation, or other action involving the records is being conducted, the records must be retained until that proceeding is closed.

Meal Pricing

1. All bids must be based on the traditional meal pattern found at <https://www.fns.usda.gov/fdd/specifications-us-grade-standards>
2. The price per meal must include the meal, condiments applicable to menu, serving utensils, packaging, and transport of the meals to the school sites. It should not include the cost of milk, juice or water.
3. The pricing for products such as milk, juice, bread and snack should be separate.
4. The bid price must not include the use of commodities or the potential value of Offer versus Serve- credits.
5. The Vendor shall receive the rate specified on the bid form for each meal/product type times the number of meal or product delivered and accepted by KBC and BCPS.
6. If the Vendor receives USDA commodities, the Vendor must credit the current market value of USDA donated commodities used on the monthly bill to KBC and BCPS.

7. The Vendor must submit invoices for payment for meals delivered within ten days of the last day of each month or the final day of service for the school year.
8. KBC and BCP schools are not obligated to purchase any minimum dollar amount of meals under this contract.

Exhibit A: School Breakfast and Lunch Program Details

Projected Meal Counts SY 2019-2020

| School | Breakfast, Lunch, & Snack |
|--|---------------------------|
| BCPS Student Count | 190 |
| K-5 th grade | 165 |
| 6 th grade | 25 |
| | |
| KBC Student Count | 175 |
| 7 th – 8 th grade | 65 |
| 9 th – 12 th grade | 110 |

Service Days

| School | Breakfast | Lunch |
|--------|-------------------------------|-------------------------------|
| BCPS | 186 days + 4 Saturday Schools | 186 days + 4 Saturday Schools |
| KBC | | |

Service Type and Times

| School | Breakfast Time | Lunch Time | Snack Time | Method |
|--------|----------------|------------|------------|-----------|
| BCPS | 7:45 AM | 10:54 AM | 3:30 PM | Satellite |
| KBC | 7:45 AM | 10:54 AM | 3:30 PM | Satellite |

Exhibit B: 21 Day Cycle Menu

**KIPP DELTA PUBLIC SCHOOLS (KBS AND BCPS)
 “21-DAY CYCLE MENUS”ELEMENTARY AND HIGH SCHOOL LUNCH AND BREAKFAST**

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

| Day1 | Day 2 | Day3 | Day 4 | Day 5 |
|-----------|-----------|-----------|-----------|-----------|
| Breakfast | Breakfast | Breakfast | Breakfast | Breakfast |
| Lunch | Lunch | Lunch | Lunch | Lunch |
| Snack | Snack | Snack | Snack | Snack |
| Day 6 | Day 7 | Day 8 | Day 9 | Day 10 |
| Breakfast | Breakfast | Breakfast | Breakfast | Breakfast |
| Lunch | Lunch | Lunch | Lunch | Lunch |
| Snack | Snack | Snack | Snack | Snack |
| Day 11 | Day 12 | Day 13 | Day 14 | Day 15 |
| Breakfast | Breakfast | Breakfast | Breakfast | Breakfast |
| Lunch | Lunch | Lunch | Lunch | Lunch |
| Snack | Snack | Snack | Snack | Snack |
| Day 16 | Day 17 | Day 18 | Day 19 | Day 20 |
| Breakfast | Breakfast | Breakfast | Breakfast | Breakfast |
| Lunch | Lunch | Lunch | Lunch | Lunch |
| Snack | Snack | Snack | Snack | Snack |
| Day 21 | | | | |
| Breakfast | | | | |
| Lunch | | | | |
| Snack | | | | |

Section 5 – Evaluation Criteria and Timeline

Time Line

- RFP Issuance or Release Date: May 20, 2019
- Final Day to Submit Questions: May 30, 2019
- Bids/Proposals Due: June 4, 2019 9:00 A.M.
- Evaluation/Scoring Complete: June 14, 2019
- Award Announced: June 17, 2019
- Protest Period: June 17, 2019 – June 24, 2019
- Beginning of Contract Period: July 1, 2019

Evaluation Criteria

All submitted bids will be evaluated according to the below criteria. The bidder with the highest points will be selected as the winning vendor.

| Factors | Description | Maximum Points |
|---------------------|--|-----------------------|
| Cost | Cost of services | 30 |
| Competence | Bidders ability to meet and/or exceed the minimum standards identified in Section 3 | 25 |
| Experience | References and number of years providing meals that meet USDA guidelines to K-12 schools | 10 |
| Quality and Variety | Quality of products used and variety of food and drink products available | 15 |
| Equipment | Quality/ratings of the equipment and materials that will be used | 10 |
| Completeness | Quality and completeness of the submitted proposal | 10 |
| | | 100 |

Response to Solicitation

Upon acceptance of all bids/proposals, KDPS will review, score, and select a vendor. KDPS will respond to all vendors in writing with a decision after all proposals are reviewed and scored.

Section 6 – Conditions of Solicitation

KDPS reserves the right, in its sole discretion:

1. to amend the solicitation;
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 solicitation; and
5. to obtain or provide references to other public agencies, upon request, regarding the bidders contract performance; and
6. Any time prior to the contract execution (including after announcement of the apparent awardee) to reject any proposal that fails to substantially comply with all prescribed solicitation requirements and procedures.

The release of this solicitation does not constitute an acceptance of any offer, nor does such release in any way obligate KDPS to execute a contract with any other party. The bidder shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the solicitation shall be in writing.
2. KDPS will not be liable for any costs associated with the preparation of proposals.
3. KDPS reserves the right to accept any proposal as submitted without substantive negotiation of offered terms, services, or prices. Therefore, all applicants are advised to propose their most favorable terms initially. Discussions may be conducted with applicants who submit proposals determined to be reasonably susceptible of being selected for the bid for the purpose of clarification to assure full understanding of and responsiveness to solicitation requirements, but proposals may be accepted without such discussions.
4. Applicants may designate those portions of the proposal which contain trade secrets or other proprietary data.
5. KDPS reserves the right to cancel this solicitation in writing when it is determined to be in the best interest of KDPS.
6. Any proposal or modification of a proposal received after the due date and time is considered late and will not be considered for acceptance unless the receipt is delayed by the action or inaction KDPS personnel directly or is in response to a negotiation of the bid.
7. The applicant represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth by the Arkansas Department of Finance and Administration Rules and Regulations.
8. The applicant shall perform all services as an independent contractor and shall at no time act as an agent or employee of KDPS. No act performed or representation made, whether oral or written, by the applicant to third parties shall be binding to KDPS.

9. The selected bidder “Vendor” agrees to defend, indemnify and hold KIPP Delta, Inc. harmless from any liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Vendor’s arising out of or related to the performance of the construction Contract. Each Contractor is acting in the capacity of an independent Vendor with respect to KDPS. The Vendor further agrees to protect, defend and indemnify KDPS from any claims by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with the Contract.
10. The selected vendor must protect all property of KDPS (i.e. floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by vendor at his/her own expense. At the completion of work, the vendor must remove from the premises all surplus materials and all debris created. The premises must be left in a broom clean and finished condition acceptable to KDPS.

Confidentiality Information:

Bidders are advised that materials contained in proposals are subject to the Arkansas Freedom of Information Act and may be viewed and copied by any member of the public, including news agencies and competitors. Bidders claiming a statutory exception to the Arkansas Freedom of Information Act must place all confidential documents in a sealed envelope(s) clearly marked “Confidential” and must indicate on the outside of their proposal package that confidential materials are included. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Arkansas Freedom of Information Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent(s). If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the respondent(s). The State will not determine prices to be confidential information.

Section 7 – Bidding Protest Procedures

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract by KDPS may protest to the Executive Director in accordance with procedures established by the Board of Directors.

KIPP Delta’s protest procedures are as follows:

- (1) The Executive Director has authority from the Board of Directors to settle and resolve a protest of an aggrieved person concerning the solicitation or award of a contract;
- (2) Any person aggrieved by KIPP Delta’s solicitation or award of a contract shall submit such a protest in writing within seven (7) calendar days after the aggrieved person knows or should have known of the facts given rise to the protest;
- (3) The Executive Director shall give written notice to all persons involved and give those persons an opportunity to respond to the protest issues in writing;

- (4) The Executive Director shall issue a written decision to all interested parties concerning the protest. The decision must state the reasons for the action taken;
- (5) The Executive Director shall promptly notify, in writing, the aggrieved party and any other affected party of the impact of the protest on continuing with the solicitation or award of the KIPP Delta contract pending the resolution of the protest;
- (6) The Executive Director's written decision shall address the award of costs with regard to successful protests; and
- (7) A decision on a protest under these procedures shall be final and conclusive.

Section 8 – Proposal Transmittal Form

KIPP Delta Public Schools
Project: Vended School Meals and Other Food and Drink Products

Company name:

Company address:

Primary contact:

Email address:

Phone number:

By my signature below, I hereby represent that I am (a) authorized to bind the applicant to the provisions of the attached Bid/Proposal; (b) qualified to do business and is in good standing in the state of Arkansas; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) that notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

The undersigned offers and agrees to provide the specified services in accordance with the provisions set forth in the solicitation. Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation, Scope of Work, and Standard Contract Terms and Conditions. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.

Printed Name and Title

Signature

Date

Proposal Due Date: 9:00 A.M., June 4, 2019. Central Standard Time

Hard copies or Electronic copies are acceptable.

EMAIL: Charity.Hallman@kipdelta.org;

Mary.Jones@kipdelta.org; Matt.Perrin@kipdelta.org; Raven.Adams@kipdelta.org; and

Robin.Hooks@kipdelta.org

PHONE: 870-714-0580

MAIL: P.O. Box 743, HELENA, AR 72342

Section 9 – Vendor Profile

Legal Business Name or Entity: _____

Doing Business as: _____

Nature of Business: _____

Number of years in operation: _____

Veteran owned business? Yes/No

Small-business? Yes/No

Woman-owned business? Yes/No

Minority-owned business? Yes/No

Printed Name and Title

Signature

Date

Section 10 – Assurances and Disclosures

The winning bidder will also be required to complete forms associated with the Governor’s Executive Order 98-04 before the award of a contract. Information on Governor’s Executive Order 98-04 can be found on the following web site:

<http://www.dfa.arkansas.gov/offices/accounting/internalaudit/Pages/ExecutiveOrder98-04.aspx>

Failure to make any disclosures required by Governor’s Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this grant. Any applicant who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal sanctions available to the ADE.

I, _____ hereby state:

1. I am the duly authorized agent of _____, the Bidder/Vendor submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among and between Proposers and Region officials, as well as facts pertaining to the giving or offering of things of value to Region personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.
3. Neither the Bidder nor anyone subject to the Bidder’s direction or control has been a party:
 - a. To any collusion among Proposers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. To any collusion with any Region official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of the prospective contract; or
 - c. In any discussions between Proposers and any Region official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.
4. I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the Region.

Certification and Violations Disclosure -

1. Is the company or any employees who will be working on this contract presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency? _____ Yes
_____ No
2. Has the company in the last five years ever been found in violation of the Equal Opportunity Clause? _____ Yes _____ No

3. Has the company or any of its employees within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property? ____ Yes ____ No
4. Is the company or any of its employees presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item 2 of this disclosure? ____ Yes ____ No
5. Has the company or any of its employees, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract? ____ Yes ____ No
6. Does the company or any of its employees have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract? ____ Yes ____ No
7. Has the company or any of its employees within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance? ____ Yes ____ No

(If the answer is yes to any of the above questions, provide details in a separate attachment to this form.)

Conflict of Interest Disclosure:

1. Does any school board member or employee of the Region have a financial interest in your business or hold a position as officer, director, trustee, partner, or other top level management? ____ Yes ____ No
2. Does any school board member or employee of the Region have a family relationship with anyone employed by your business? ____ Yes ____ No

(If the answer is yes to either of the above questions, provide details in a separate attachment to this form.)

3. Did you or your company assist the Region or any agent of the Region with the development of the bid specifications? ____ Yes ____ No

If yes:

- a. Were you or your company compensated? ____ Yes ____ No
- b. Is your company's name or identity included anywhere within the specifications? ____ Yes ____ No
- c. Were you offered any preferential treatment in the bid evaluation process? ____ Yes ____ No

Suspension and Debarment Certification

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

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

1. The prospective lower-tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Vendor Name

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

Signatures

Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this bid 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 bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely on a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.
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.

Lobbying Certification

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 U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a member of U.S. Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

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

Signatures

Date

Date

Signature of KDPS Representative

Title

Date

Signature of KDPS Representative

Title

Attachments

1. Meal Pattern Table
2. Meal Pattern Guidance

National School Lunch Program Meal Pattern and Nutrient Specifications

| | Lunch Meal Pattern | | |
|--|--|---------------|----------------|
| | Grades K-5 | Grades 6-8 | Grades 9-12 |
| Meal Pattern | Amount of Food ^b Per Week (Minimum Per Day) | | |
| Fruits (cups) ^c | 2 ½ (½) | 2 ½ (½) | 5 (1) |
| Vegetables (cups) ^c | 3 ¾ (¾) | 3 ¾ (¾) | 5 (1) |
| Dark Green ^f | ½ | ½ | ½ |
| Red/Orange ^f | ¾ | ¾ | 1 ¼ |
| Beans/Peas (Legumes) ^f | ½ | ½ | ½ |
| Starchy ^f | ½ | ½ | ½ |
| Other ^{f,g} | ½ | ½ | ¾ |
| Additional Veg to Reach Total ^h | 1 | 1 | 1 ½ |
| Grains (oz eq) ⁱ | 8 (1) | 8 (1) | 10 (2) |
| Meats/Meat Alternates (oz eq) | 8 (1) | 9 (1) | 10 (2) |
| Fluid Milk (cups) ^l | 5 (1) | 5 (1) | 5 (1) |
| Other Specifications: Daily Amount Based on the Average for a 5-Day Week | | | |
| Min-Max calories (kcal) ^{m,n} | 550-650 | 600-700 | 750-850 |
| Saturated fat (% of total calories) ⁿ | < 10 | < 10 | < 10 |
| Sodium (mg) ^{n,p} | ≤ 640 | ≤ 710 | ≤ 740 |
| Trans fat ⁿ | Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving. | | |

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

^c One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^f Larger amounts of these vegetables may be served.

^g This category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

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

ⁱ All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).

^l Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

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

ⁿ Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

^p Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches.

Introduction

Meal Patterns

All Child Nutrition Program meal patterns follow a food-based menu planning approach. This approach requires specific amounts of foods be served daily in accordance with the meal pattern. The specific amounts of foods included in the meal pattern requirements ensure that program participants receive access to a variety of foods each day which contribute to a healthy diet. The meal pattern requirements for each Child Nutrition Program are provided in Charts 1-4D. See the Interim Final Rule Child Nutrition Programs: Flexibilities for Milk, Whole Grains, and Sodium Requirements (82 FR 56703), which provides State agencies discretion to grant whole grain-rich exemptions through school year 2018-2019. For additional guidance, please contact your State agency.

Chart 1: National School Lunch Program (NSLP) and School Breakfast Program (SBP)

Chart 1 presents the food-based meal pattern for the NSLP and SBP. To allow for age-appropriate school meals, USDA requires schools to use grade groups K-5, 6-8, and 9-12 to plan menus in the NSLP and SBP. Schools are provided the flexibility to use one meal pattern for students in grades K through 8 as food quantity requirements for groups K-5 and 6-8 overlap, provided the school meets the calorie, saturated fat, and sodium standards for each of the grade groups receiving the school meals.

Chart 2: NSLP Afterschool Snack Service

Schools may serve reimbursable supplemental snacks to children in an eligible NSLP Afterschool Snack Service. Chart 2 provides the food components and minimum serving size requirements for afterschool snacks.

Chart 3: Summer Food Service Program (SFSP)

Chart 3 presents the breakfast, lunch, and supper meal patterns for the SFSP.

Charts 4A, B, C, and D: Child and Adult Care Food Program (CACFP)

USDA revised the CACFP meal patterns in early 2016. Child care providers in the CACFP centers and day care homes must comply with the updated meal pattern requirements by October 1, 2017. The FBG provides information based on these updated meal pattern requirements.

Charts 4A, B, and C present the CACFP child and adult meal patterns for breakfast, lunch/supper, and snacks.

Chart 4D presents the CACFP infant meal patterns for breakfast, lunch, supper and snacks. Please note that the FBG does not include yields for infant formulas or other commercially prepared infant foods.

Chart 1: National School Lunch Program (NSLP) and School Breakfast Program (SBP)

| Meal Pattern | Breakfast | | | Lunch | | | |
|---|-----------|---|------------------------|------------------------|-------------|-------------|-----------|
| | Grades | K - 5 ¹ | 6 - 8 ¹ | 9 - 12 ¹ | K - 5 | 6 - 8 | 9 - 12 |
| Amount of Food² Per Week (Minimum per day) | | | | | | | |
| Fruits (cups) ^{3,4} | | 5 (1) ⁵ | 5 (1) ⁵ | 5 (1) ⁵ | 2-1/2 (1/2) | 2½ (1/2) | 5 (1) |
| Vegetables (cups) ^{3,4} | | 0 | 0 | 0 | 3-3/4 (3/4) | 3-3/4 (3/4) | 5 (1) |
| ➤ Dark Green ⁶ | | 0 | 0 | 0 | 1/2 | 1/2 | 1/2 |
| ➤ Red/Orange ⁶ | | 0 | 0 | 0 | 3/4 | 3/4 | 1-1/4 |
| ➤ Beans and Peas (Legumes) ⁶ | | 0 | 0 | 0 | 1/2 | 1/2 | 1/2 |
| ➤ Starchy ⁶ | | 0 | 0 | 0 | 1/2 | 1/2 | 1/2 |
| ➤ Other ^{6,7} | | 0 | 0 | 0 | 1/2 | 1/2 | 3/4 |
| Additional Vegetable to Reach Total ⁵ | | 0 | 0 | 0 | 1 | 1 | 1 1/2 |
| Grains (oz eq) ⁹ | | 7-10 (1) ¹⁰ | 8-10 (1) ¹⁰ | 9-10 (1) ¹⁰ | 8-9 (1) | 8-10 (1) | 10-12 (2) |
| Meats/Meat Alternates (oz eq) | | 0 ¹¹ | 0 ¹¹ | 0 ¹¹ | 8-10 (1) | 9-10 (1) | 10-12 (2) |
| Fluid Milk (cups) ¹² | | 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) ^{13,14,15} | | 350-500 | 400-550 | 450-600 | 550-650 | 600-700 | 750-850 |
| Saturated Fat (% of total calories) ^{14,15} | | < 10 | < 10 | < 10 | < 10 | < 10 | < 10 |
| Sodium (mg) ^{14,16} | | < 430 | < 470 | < 500 | < 640 | < 710 | < 740 |
| Trans fat ^{14,15} | | Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving. | | | | | |

- ¹ In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14)
- ² Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.
- ³ One quarter cup of dried fruit counts as 1/2 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% full-strength.
- ⁴ 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/peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).
- ⁵ The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).
- ⁶ Larger amounts of these vegetables may be served.
- ⁷ 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, beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
- ⁸ Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- ⁹ At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).
- ¹⁰ In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).
- ¹¹ There is no separate meats/meat alternates component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meal/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
- ¹² Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).
- ¹³ The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- ¹⁴ Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
- ¹⁵ In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).
- ¹⁶ Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and §220.8(f)(3) for breakfast.

Introduction

Chart 2: National School Lunch Program Meal Pattern for Afterschool Snacks Service

| Select two of the four components for a reimbursable meal | | | | |
|--|--|--------------------------------|--------------------------------|---|
| Meal Components¹ | | Children Ages 1 - 2 | Children Ages 3 - 4 | Children Ages 6 - 12¹ |
| Milk | Fluid milk | 4 fl oz (1/2 cup) | 4 fl oz (1/2 cup) | 8 fl oz (1 cup) |
| Vegetables or Fruit ² | Juice ² , fruit, and/or vegetable | 1/2 cup | 1/2 cup | 3/4 cup |
| | Bread | 1/2 slice | 1/2 slice | 1 slice |
| | Cornbread/biscuit/roll/muffin | 1/2 serving | 1/2 serving | 1 serving |
| Grains/Breads ^{3, 4} (Select one) | Cold dry cereal ⁴ | 1/4 cup or 1/3 oz | 1/3 cup or 1/2 oz | 3/4 cup or 1 oz |
| | Cooked cereal grains | 1/4 cup | 1/4 cup | 1/2 cup |
| | Pasta/noodles | 1/4 cup | 1/4 cup | 1/2 cup |
| | Meat/poultry/fish ⁵ | 1/2 oz | 1/2 oz | 1 oz |
| | Alternate protein products ⁵ | 1/2 oz | 1/2 oz | 1 oz |
| | Cheese | 1/2 oz | 1/2 oz | 1 oz |
| | Meats/Meat Alternates ^{5, 6, 7} (Select one) | Egg (large) | 1/2 large egg | 1/2 large egg |
| Cooked dry beans/peas | | 1/8 cup | 1/8 cup | 1/4 cup |
| Peanut/other nut/seed butters | | 1 Tbsp | 1 Tbsp | 2 Tbsp |
| Nuts and/or seeds ⁷ | | 1/2 oz ⁷ | 1/2 oz ⁷ | 1 oz |
| Yogurt ⁸ | | 2 oz (1/4 cup) | 2 oz (1/4 cup) | 4 oz (1/2 cup) |

¹ Children age 12 and older may be served larger portions based on their greater food needs. They may not be served less than the minimum quantities listed in this column.

² Serve two 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.

³ Grains/Breads must be whole grain or enriched, or made from whole grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole grain, enriched, or fortified.

⁴ Either volume (cup) or weight (oz), whichever is less.

⁵ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁶ Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.

⁷ Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

⁸ Yogurt may be plain or flavored, unsweetened or sweetened – commercially prepared.

Chart 3: Summer Food Service Program Meal Pattern for Children

| Select the appropriate components for a reimbursable meal | | | | | |
|---|-------------------------------------|---|--------------------------------|---|--|
| Meal Component | | Breakfast, Serve all 3 | Lunch/Supper, Serve all 4 | Snacks, Serve 2 of 4 | |
| Milk ^{1,2} | Fluid milk | 8 fl oz (1 cup) ¹ | 8 fl oz (1/2 cup) ² | 8 fl oz (1 cup) ¹ | |
| Vegetables or Fruit ^{3,4,5} | Juice, fruit, and/or vegetable | 1/2 cup ³ (juice must be full-strength) | 3/4 cup ⁴ | 3/4 cup ^{3,5} (juice must be full-strength) | |
| | Bread | 1 slice | 1 slice | 1 slice | |
| | Combread/biscuit/roll/muffin | 1 serving | 1 serving | 1 serving | |
| Grains/Breads ^{6,7} (Select one) | Cold dry cereal ⁷ | 3/4 cup or 1 oz ⁷ | N/A | 3/4 cup or 1 oz ⁷ | |
| | Hot cooked cereal | 1/2 cup | 1/2 cup | 1/2 cup | |
| | Cooked pasta/noodles/grains | 1/2 cup | 1/2 cup | 1/2 cup | |
| | <i>Optional</i> | | | | |
| | Meat/poultry/fish ⁸ | 1/2 oz | 1/2 oz | 1 oz | |
| | Lean meat/poultry/fish ⁸ | 1/2 oz | 1/2 oz | 1 oz | |
| | Cheese | 1 oz | 2 oz | 1 oz | |
| Meats/Meat Alternates ^{9,10,11,12} (Select one) | Egg (large) | 1/2 large egg | 1 large egg | 1/2 large egg | |
| | Cooked dry beans/peas | 1/4 cup | 1/2 cup | 1/4 cup | |
| | Peanut/other nut butters | 2 Tbsp | 4 Tbsp | 2 Tbsp | |
| | Nuts and/or seeds ¹¹ | N/A | 1 oz = 50% ^{10,11} | 1 oz ¹¹ | |
| | Yogurt ¹² | 4 oz (1/2 cup) | 8 oz (1 cup) | 4 oz (1/2 cup) | |

¹ For Breakfast or Snack, fluid milk shall be served as a beverage, or on cereal, or use part of it for each purpose.

² For Lunch or Supper, fluid milk shall be used as a beverage.

³ Fruit or vegetable juice must be full-strength for Breakfast and Snacks.

⁴ For Lunch or Supper, serve two 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. ⁵ Juice may not be served to fulfill the vegetable or fruit component at snack.

⁵ when milk is served as the only other component.

⁶ Grains/Breads must be enriched or whole grain, or made from whole grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole grain or enriched or fortified.

⁷ Either volume (cup) or weight (oz), whichever is less.

⁸ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁹ Alternate protein products must meet requirements in Appendix A of 7 CFR Part 225.

¹⁰ Nuts and seeds may meet no more than one-half of the total meat/meat alternate to fulfill the lunch or supper requirement.

¹¹ Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

¹² Yogurt must be commercially prepared, and may be plain or flavored, unsweetened, or sweetened.

Introduction

Chart 4A: Child and Adult Care Food Program Meal Pattern for Children and Adults: Breakfast

| Select all three components for a reimbursable meal | | | | | | |
|--|---|-------------|-------------|--|-----------|------------|
| Meal Component ² | Minimum Quantities | | | | | |
| | Ages 1 - 2 | Ages 3 - 5 | Ages 6 - 12 | Ages 13 - 18 ¹ (at-risk afterschool programs and emergency shelters) | Adult | |
| Fluid Milk ³ | 4 fl oz | 6 fl oz | 8 fl oz | 8 fl oz | 8 fl oz | |
| Vegetables, fruits, or portions of both ⁴ | 1/4 cup | 1/2 cup | 1/2 cup | 1/2 cup | 1/2 cup | |
| Grains (oz eq) ^{5, 6, 7} (Select one) | Whole grain-rich or enriched bread | 1/2 slice | 1/2 slice | 1 slice | 1 slice | 2 slices |
| | Whole grain-rich or enriched bread product, such as biscuit, roll, muffin | 1/2 serving | 1/2 serving | 1 serving | 1 serving | 2 servings |
| | Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta | 1/4 cup | 1/2 cup | 1/2 cup | 1/2 cup | 1 cup |
| | Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ⁹ | | | | | |
| | Flakes or rounds | 1/2 cup | 1/2 cup | 1 cup | 1 cup | 2 cups |
| | Puffed cereal | 3/4 cup | 3/4 cup | 1-1/4 cup | 1-1/4 cup | 2-1/2 cups |
| | Granola | 1/8 cup | 1/8 cup | 1/4 cup | 1/4 cup | 1/2 cup |

- ¹ Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs
- ² Must serve all three components for a reimbursable meal. Offer versus serve is an option for only adult and at-risk afterschool participants.
- ³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older and adults. For adult participants, 6 ounces (weight) or 3/4 cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal
- ⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- ⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.
- ⁶ Meats and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one-ounce equivalent of grains.
- ⁷ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains
- ⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams of sucrose and other sugars per 100 grams of dry cereal).
- ⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is 1/4 cup for children ages 1-2; 1/3 cup for children ages 3-5; 3/4 cup for children 6-12; and 1-1/2 cups for adults.

Chart 4B: Child and Adult Care Food Program Meal Pattern for Children and Adults: Lunch and Supper

Select all three components for a reimbursable meal

| Meal Component ² | Minimum Quantities | | | | | |
|--|--|---------------------|---------------------|--|----------------------|------------|
| | Ages 1 - 2 | Ages 3 - 5 | Ages 6 - 12 | Ages 13-18 ¹ (at-risk afterschool programs and emergency shelters) | Adult | |
| Fluid Milk ³ | 4 fl oz | 6 fl oz | 8 fl oz | 8 fl oz | 8 fl oz ⁴ | |
| Lean meat, poultry, or fish | 1 ounce | 1-1/2 ounces | 2 ounces | 2 ounces | 2 ounces | |
| Tofu, soy products, or alternate protein products ⁵ | 1 ounce | 1-1/2 ounces | 2 ounces | 2 ounces | 2 ounces | |
| Cheese | 1 ounce | 1-1/2 ounce | 2 ounces | 2 ounces | 2 ounces | |
| Large egg | 1/2 | 3/4 | 1 | 1 | 1 | |
| Cooked dry beans or peas | 1/4 cup | 3/4 cup | 1/2 cup | 1/2 cup | 1/2 cup | |
| Peanut butter or soy nut butter or other nut or seed butters | 2 Tbsp | 3 Tbsp | 4 Tbsp | 4 Tbsp | 4 Tbsp | |
| Meats/Meat Alternates (Edible portion as served) | Yogurt, plain or flavored unsweetened or sweetened ⁶ | 4 ounces or 1/2 cup | 6 ounces or 3/4 cup | 8 ounces or 1 cup | 8 ounces or 1 cup | |
| | The following may be used to meet no more than 50 percent of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meats/meat alternates (1 ounce of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish) | 1/2 ounce = 50% | 3/4 ounce = 50% | 1 ounce = 50% | 1 ounce = 50% | |
| Vegetable ⁷ | 1/8 cup | 1/4 cup | 1/2 cup | 1/2 cup | 1/2 cup | |
| Fruits ^{7, 8} | 1/8 cup | 1/4 cup | 1/2 cup | 1/4 cup | 1/2 cup | |
| Grains (oz eq) ^{9, 10} | Whole grain-rich or enriched bread | 1/2 slice | 1/2 slice | 1 slice | 1 slice | 2 slices |
| | Whole grain-rich or enriched bread product, such as biscuit, roll, muffin | 1/2 serving | 1/2 serving | 1 serving | 1 serving | 2 servings |
| | Whole grain-rich, enriched or fortified cooked breakfast cereal ¹¹ , cereal grain, and/or pasta | 1/4 cup | 1/4 cup | 1/2 cup | 1/2 cup | 1 cup |

¹ Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs
² Must serve all five components for a reimbursable meal. Offer versus serve is an option for only adult and at-risk participants.
³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older and adults. For adult participants, 6 ounces (weight) or 3/4 cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.
⁴ A serving of fluid milk is optional for suppers served to adult participants.
⁵ Alternate protein products must meet the requirements in Appendix A to Part 226.
⁶ Yogurt must contain no more than 23 grams of total sugars per 6 ounces
⁷ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
⁸ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.
⁹ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.
¹⁰ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.
¹¹ 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).

Introduction

Chart 4C: Child and Adult Care Food Program Meal Pattern for Children and Adults: Snacks

| Meal Component ² | | Minimum Quantities | | | | |
|---|--|---------------------|---------------------|---------------------|--|---------------------|
| | | Ages 1 - 2 | Ages 3 - 5 | Ages 6 - 12 | Ages 13 - 18 ¹ (at-risk afterschool programs and emergency shelters) | Adult |
| Fluid Milk ³ | | 4 fl oz | 4 fl oz | 8 fl oz | 8 fl oz | 8 fl oz |
| | Lean meat, poultry, or fish | 1/2 ounce | 1/2 ounce | 1 ounce | 1 ounce | 1 ounce |
| | Tofu, soy products, or alternate protein products ⁴ | 1/2 ounce | 1/2 ounce | 1 ounce | 1 ounce | 1 ounce |
| | Cheese | 1/2 ounce | 1/2 ounce | 1 ounce | 1 ounce | 1 ounce |
| | Large egg | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 |
| Meats/Meat Alternates (Edible portion as served) | Cooked dry beans or peas | 1/8 cup | 1/8 cup | 1/4 cup | 1/4 cup | 1/4 cup |
| | Peanut butter or soy nut butter or other nut or seed butters | 1 Tbsp | 1 Tbsp | 1 Tbsp | 2 Tbsp | 2 Tbsp |
| | Yogurt, plain or flavored unsweetened or sweetened ⁵ | 2 ounces or 1/4 cup | 2 ounces or 1/4 cup | 4 ounces or 1/2 cup | 4 ounces or 1/2 cup | 4 ounces or 1/2 cup |
| | Peanuts, soy nuts, tree nuts, or seeds | 1/2 ounce | 1/2 ounce | 1 ounce | 1 ounce | 1 ounce |
| Vegetables ⁶ | | 1/2 cup | 1/2 cup | 3/4 cup | 3/4 cup | 1/2 cup |
| Fruits ⁶ | | 1/2 cup | 1/2 cup | 3/4 cup | 3/4 cup | 1/2 cup |
| | Whole grain-rich or enriched bread | 1/2 slice | 1/2 slice | 1 slice | 1 slice | 1 slice |
| | Whole grain-rich or enriched bread product, such as biscuit, roll, muffin | 1/2 serving | 1/2 serving | 1 serving | 1 serving | 1 serving |
| Grains (oz eq) ^{7, 8} | Whole grain-rich, enriched or fortified cooked breakfast cereal, ⁹ cereal grain, and/or pasta | 1/4 cup | 1/4 cup | 1/2 cup | 1/2 cup | 1/2 cup |
| | Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal | 1/2 cup | 1/2 cup | 1 cup | 1 cup | 1 cup |
| | Flakes or rounds | 1/2 cup | 1/2 cup | 1 cup | 1 cup | 1 cup |
| | Puffed cereal | 3/4 cup | 3/4 cup | 1-1/4 cup | 1-1/4 cup | 1-1/4 cup |
| | Granola | 1/8 cup | 1/8 cup | 1/4 cup | 1/4 cup | 1/4 cup |
| | (dry, cold) ^{9, 10} | | | | | |

¹ Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

² Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older and adults. For adult participants, 6 ounces (weight) or 3/4 cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁸ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁹ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams of sucrose and other sugars per 100 grams of dry cereal).

¹⁰ Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served.

Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is 1/4 cup for children ages 1-2; 1/3 cup for children ages 3-5; 3/4 cup for children 6-12; and 1-1/2 cups for adults.

Chart 4D: Child and Adult Care Food Program Infant Meal Patterns:
Infant Meal Pattern

| Meal | Infants: Birth through 5 months | Infants: 6 through 11 months |
|-----------------------------|--|--|
| Breakfast, Lunch, or Supper | 4-6 fluid ounces breastmilk ¹ or formula ² | 6-8 fluid ounces breastmilk ¹ or formula ² ; and 0-4 tablespoons infant cereal ^{2,3} , meat, fish, poultry, whole egg, cooked dry beans or cooked dry peas; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-4 ounces or 1/2 cup of yogurt ⁴ or a combination of the above ⁵ ; and 0-2 tablespoons vegetable or fruit or a combination of both ^{5,6} |
| Snack | 4-6 fluid ounces breastmilk ¹ or formula ² | 2-4 fluid ounces breastmilk ¹ or formula ² ; and 0-1/2 slice bread ^{3,7} ; or 0-2 crackers ^{3,7} ; or 0-4 tablespoons infant cereal ^{2,3,7} or ready-to-eat breakfast cereal ^{3,5,7,8} ; and 0-2 tablespoons vegetable or fruit, or a combination of both ^{5,6} |

- ¹ Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. 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.
- ² Infant formula and dry infant cereal must be iron-fortified.
- ³ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.
- ⁴ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- ⁵ A serving of this component is required when the infant is developmentally ready to accept it.
- ⁶ Fruit and vegetable juices must not be served.
- ⁷ A serving of grains must be whole grain-rich, enriched meal, or enriched flour.
- ⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams of sucrose and other sugars per 100 grams of dry cereal).