**VENDED MEAL AGREEMENT**

**Fixed Meal Prices**

**For use by Oregon Child Nutrition Programs (CNP) Sponsors**

**Sponsor’s Agency Number (from CNPweb):**

This Agreement (“Agreement”) is entered into by and between (Sponsor name)       herein after referred as the “Sponsor”, and (Vendor name)       herein after referred to as the “Vendor”.

This Agreement sets forth the terms and conditions upon which the Sponsor retains the Vendor to provide meals for the Sponsor’s nonprofit food service program. Furthermore, this Agreement sets for the terms and conditions upon which the Sponsor will purchase meals from the Vendor and the Vendor will provide meals for the Sponsor’s nonprofit food service program. The Sponsor and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are:

 7 CFR 210 National School Lunch Program

 7 CFR 215 Special Milk Program

 7 CFR 220 School Breakfast Program

 7 CFR 225 Summer Food Service Program

 7 CFR 226 Child and Adult Care Food Program

 7 CFR 245 Determining Eligibility for Free and Reduced Meals

 7 CFR 250 Food Distribution Program

 2 CFR 200 Audit Requirements

2 CFR 200 Procurement Requirements

This Agreement is made with reference to the following:

 **Whereas,** The Sponsor desires the Vendor to provide meals; and

 **Whereas,** The Vendor is willing to provide such services to the Sponsor on a fixed price bases;

 **Therefore,** Both parties hereto agree as follows:

**AGREEMENT:** Now, therefore, in consideration of the foregoing references, which are hereby incorporated and made a part of this Agreement, and in further consideration as set forth below, the Sponsor and Vendor hereby agree as follows:

Meals will be provided to the Sponsor at the following address (street, city, state, zip)      : at or before scheduled time listed below: *For more than one (1) location, list below.*

|  |
| --- |
| Schedule: *List days of the week and times meals are required for delivery or pick up:* |
| **Sponsor Contact Information** | **Vendor Contract Information** |
| Contact Person First & Last Name      | Phone Number:      | Contact Person First & Last Name      | Phone Number:     . |
| Email Address      | Fax Number      | Email Address      | Fax Number      |
| Mailing Address:      | Mailing Address:       |

The fixed price per meal listed below is agreed upon by both parties as if no USDA Foods are used:

|  |  |  |  |
| --- | --- | --- | --- |
| **Breakfast** |  | **Adult Meal** | **Carton of Milk** |
| Price Per Meal:      | [ ]  Includes Milk[ ]  No Milk | Price per Meal:f | [ ]  Includes Milk[ ]  No Milk | Price Per Carton:      |
| **Lunch** | The purchase price shall also include: (*List an ancillary items that are included in the purchase prices. For example: delivery, paper plates, plastic flatware, straws, napkins, etc.):* |
| Price Per Meal:      | [ ]  Includes Milk[ ]  No Milk |
| **Afterschool Snack/At-Risk Supper** |
| Price Per Meal:      | [ ]  Includes Milk[ ] No Milk |

**A. Agreement Period**

The initial agreement period shall be       to      . Both parties agree to enter into this Agreement for one (1) year period with the option to renew the Agreement for up to four (4) additional one (1) year periods by mutual agreement of the Sponsor and Vendor. Renewal shall be based on customer satisfaction with products, service, and price. (Note: Option to include renewal years are only available when the original agreement is procured using a formal procurement method)

**Annual Price Increase:** Changes in per meal price may be considered by the Sponsor at the time of renewal. Any proposed per meal price changes must be accompanied by documentation support such increase. The Sponsor reserves the right to accept or reject any proposed price changes, in the best interest of the Sponsor. If the proposed per meal price changes are accepted, they shall become effective on the first day of the Agreement renewal period.

The Consumer Price Index (CPI) to be used will be the CPI-U-All Urban Consumers: US City Average Food Away From Home. Use the CPI for the 12 month period of March of \_20\_      to March of 20

**B. The Vendor Agrees to**

1. Invoice Sponsor for unitized meals in accordance with the number of meals requested.

2. Provide the Sponsor for approval, a proposed cycle menu for the operational period, at least       operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after Sponsor approval must be approved by the Sponsor, and documented on the menu records. Meals must be planned, prepared, and served (if applicable) to meet the USDA meal pattern requirements and nutritional standards as outlined in Attachment D Minimum Food Specifications.

3. Maintain full and accurate records that document:

a. the menus were provided to the Sponsor during the term of this Agreement,

b. a listing of all components of each meal,

c. an itemization of the quantities of each component used to prepare said meal, and

d. providing the Sponsor with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.

The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the *USDA Food Buying Guide* or child nutrition labels or manufacturers’ product information statement when calculating and recording the quantity of food prepared for each meal.

4. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records.

5. Maintain on a daily basis, an accurate count of the number of meals, by meal type, prepared for the Sponsor. Meal count documentation must include the number of meals requested by the Sponsor.

6. Allow the Sponsor to increase or decrease the number of meal orders, as needed, when the request is made within       days of the scheduled delivery time.

7. Present to the Sponsor an invoice accompanied by reports which itemizes the previous month's meals to the Sponsor no later than the       day of each month. The Vendor agrees to forfeit payment for meals which are spoiled or unwholesome or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the Sponsor the full amount of any meal over claims which are attributable to the Vendor’s negligence, including those over claims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the Sponsor for any excess costs the Sponsor incurs by obtaining meals from another source.

8 Operate in accordance with current program regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.

9. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

10. Be paid by the Sponsor for all meals provided to the Sponsor in accordance with this Agreement. Neither the Oregon Department of Education (ODE) nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor for the Sponsor and the number of meals served by the Sponsor that are not eligible for reimbursement.

11. Make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the student for such substitutions.

12. Provide access, with or without notice, to all of the Vendor’s facilities for purposes of inspection and audit.

**C. The Sponsor Agrees to:**

1. Notify the Vendor of necessary increases/decreases in the number of meals ordered within      hours of the scheduled time. Errors in meal orders shall be the responsibility of the Sponsor making the error.

2. Ensure that a Sponsor representative is available at each site, at the specified time on each specified day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivered to the Sponsor. The Sponsor assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements, and with local health and safety codes.

3. Notify the Vendor within       days of receipt of the next month's proposed cycle menu of any changes, additions, or deletions.

4. Provide the Vendor with information on how to access or a copy of the federal USDA meal pattern requirements, the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of Child Nutrition Programs. The Sponsor will, within 24 hours of receipt from ODE, advise the Vendor of any changes in the food service requirements.

5. Pay the Vendor by the       day of each month the full amount as presented on the monthly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals provided to the Sponsor in accordance with the agreement. Neither ODE nor USDA assumes any liability for payment of the difference between the number of meals prepared, and the number of meals served by the SPONSOR that are ineligible for reimbursement.

6. Retain control of the quality, extent, and general nature of the food service operation; and establish all programs.

7. Be responsible for loss or damage to equipment owned by the Vendor while in the possession of the Sponsor.

8. Submit a signed copy of the annual “Vendor Agreement” or renewal amendment to “Vendor Agreement” to ODE prior to services beginning.

**D. USDA Foods**

If Sponsor desires to participate in the USDA Foods Program and the Vendor agrees to use USDA Foods in accordance with federal and state regulations, then both the Sponsor and Vendor will need to sign the “Addendum to the Vended Meals Agreement for Participation in USDA Foods Program” Attachment E.

**E. Termination**

1. Mutual Agreement Termination: With mutual agreement of both parties to this Agreement, upon receipt and acceptance not less than sixty (60) days of written notice, this Agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.

2. Non-Performance of Agreement and Termination:

 a. Except as may be otherwise provided by this Agreement, this Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

 b. The Sponsor may terminate this Agreement immediately upon written notice to Vendor if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Vendor loses its license or other ability to provide the required products and services, or if Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the Child Nutrition Programs).

 c. Any agreement termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future proposal or bid from the defaulting Vendor.

3. Termination for Convenience: The Sponsor may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Vendor.

4. Final Payments: Upon any termination of this Agreement, the Sponsor will pay for all meals received up to the effective date of termination. The Vendor shall submit all required reports and other information.

**F. Standard Terms and Conditions**

1. Terms and Conditions: Vendor must be fully acquainted with terms and conditions relating to the performance of this Agreement. Failure or omission of Vendor to be familiar with existing conditions shall in no way relieve the Vendor of obligation with respect to this agreement.

2. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the [System for Award Management (SAM](http://federalcontractorregistry.com/?utm_source=msn&utm_medium=cpc&utm_campaign=Exact+Search+Queries&utm_term=system%20for%20award%20management%20sam%20website&msclkid=e94cabc8c33816b07fd5f6b1cff904fd)), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor must sign the Debarment and Suspension Certification, Attachment B which was attached as an addendum to this Agreement and which is incorporated and made a part of this Agreement.

3. State and Federally Required Contractual Provisions: Vendor must have obtained, and will continue to maintain during the entire term of this Agreement, all permits, approvals or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor is responsible to abide by all applicable federal and state laws and policies of ODE and state and local boards of education, as applicable, when providing services under this Agreement.

4. Equal Employment Opportunity: Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O.11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

5. **Labor and Civil Rights Laws**

 a. Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor’s performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI 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; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

b. Both Sponsor and Vendor must follow USDA’s nondiscrimination policies, including

incorporating the following nondiscrimination statement on all program materials

published, electronically and in print, for public information through brochures, bulletins,

leaflets, letters, newspapers, and websites. Federal regulations allow use of a shorter

nondiscrimination statement on program materials less than one (1) page in length. The

short statement must be in the same size print as the text of the documents.

**Full Version:**

USDA Nondiscrimination Statement:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a [USDA Program Discrimination Complaint Form](https://www.oregon.gov/ode/students-and-family/childnutrition/MemoDocuments/Offer%20Versus%20Serve%20Handout.pdf)  which can be obtained online at: [https://www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf](http://usda.gov/), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 Complaint form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
[program.intake@usda.gov](https://www.oregon.gov/ode/students-and-family/childnutrition/cacfp/Documents/CACFP16-2017_Exhibit%20A%20Only_Accessible.pdf)

**Short Version:**

This institution is an equal opportunity provider.

6. Clean Air Act and Energy Policy and Conservation Act: Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to the SPONSOR and to the relevant federal or state agency as appropriate.

7. Breach of this Agreement and Remedies: If Vendor fails to comply with any of the terms and conditions of this Agreement; the Sponsor has the option to send Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach.

If there is not a satisfactory resolution at the end of the ten (10) day Notice to Cure, the Sponsor has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by Sponsor of any rights or remedies for any breach by Vendor. Sponsor expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the Sponsor may, at its option, require the Vendor to repair or replace, at Vendor’s expense, any products or goods, which caused the breach.

In the event of nonconformity, the Sponsor may, at its option, cancel the Agreement or place the products in the open market after due notice and recover from Vendor the anticipated difference between the market price at the time of replacement and the agreement price. Reason(s) for nonconformity *check all that apply*:

 [ ]  nondelivery [ ]  not ready for pickup[ ]  partial delivery [ ]  late delivery

 The remedies of the Sponsor is cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

8. Indemnify and Hold Harmless: Vendor shall indemnify, defend, and hold harmless the Sponsor, its directors, officers, employees, and agents from and against and all liability, damages, losses and expenses (including reasonable attorneys’ fees and costs) which arise out of Vendor’s negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors’ employees, subcontractors, or agents. Vendor will comply with all laws relating to intellectual property, will not infringe on any third party’s intellectual property rights, and will indemnify, defend, and hold harmless the Sponsor and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Agreement.

 a. Vendor agrees to notify the Sponsor by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.

 b. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.

9. Force Majeure: Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

10. Waiver: No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.

11. Taxes: The Sponsor has tax-exempt status.

12. Buy American: Vendor will comply with the Buy American requirement, which dictates that Sponsor’s participating in the federal school meal programs are required to purchase domestic commodities and products for Sponsor meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7 CFR 210.21, 7 CFR 220.16, and 7 CFR 250.23). (Note: This provision is only required for NSLP, SBP, and USDA Foods Program. CACFP and SFSP Sponsor may delete this provision.)

13. Food Laws: Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. Sponsor may inspect Vendor’s facilities and vehicles.

14. Food Recall: Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the Sponsor and assurance that unsafe products are identified and removed from Sponsor sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

15. Lobbying Certification: This is required of contracts exceeding $100,000.00. The Vendor must sign the Lobbying Certification, Attachment C, which was attached as an addendum to this Agreement and which is incorporated and made a part of this Agreement. If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities (Attachment C), or will complete and submit as required in accordance with its instructions included in Attachment C

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Program Sponsor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. The Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18. Independent Price Determination Certification: The Vendor must sign Independent Price Determination Certificate, Attachment A, which was attached as an addendum to the Agreement and which is incorporated herein by reference and made a part of this Agreement.

19. The Vendor shall comply with all other pertinent state and federal laws.

20. Records: Vendor and Sponsor shall retain all required records for a period of three (3) years after Sponsor makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the Sponsor, ODE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the Sponsor, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.

21. Bonding requirements. (Summer Food Service Program Requirement)

a. Bid bond guarantee (when the SFSP portion of the proposal exceeds $250,000):

 FSMC shall submit with his or her proposal, a bid bond guarantee in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (no less than 5 percent or more than 10 percent of the total proposed price), which shall be from a surety company listed in the current Department of the Treasury Circular 570. 7 CFR 225.15

 Proposal guarantees, other than bid bonds will be returned (a) to unsuccessful FSMC as soon as practicable after the opening of proposals and (b) to the successful FSMC upon execution of an awarded contract, FSMC may need to obtain additional insurance coverage and bonds as may be required by the RFP.

 b. Performance bonds (when the SFSP portion of the contract exceeds $250,000): 7 CFR 225.15(m)(5-7)

 The selected FSMC must obtain a performance bond in the amount of $\_\_\_\_\_\_\_\_\_\_ (not less than 10 percent or no more than 25 percent of the value of the awarded contract) which shall be from a surety company listed in the current Department of the Treasury Circular 570. The performance bond must be furnished within 10 days after notice of the awarded contracts.

 Proposal guarantees other than proposal bonds will be returned to unsuccessful FSMC as soon as practicable after the opening of proposals or a proposal is withdrawn. Performance bonds for the successful FSMC shall be held for the duration of the awarded contract.

22. Insurance (Sponsor should select only applicable certificates and delete those not used): Vendors shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in Oregon. A Certificate of Insurance of the Vendor’s insurance coverage indicating these amounts must be submitted at the time of the award. Complete the information below based on the Vendor’s Certificate of Insurance:

a. Comprehensive General Liability—includes coverage for:

1) Premises—Operations

2) Products—Completed Operations

3) Contractual Insurance

4) Broad Form Property Damage

5) Independent Contractors

6) Personal Injury—       Combined Single Limit

b. Automobile Liability—       Combined Single Unit

c. Workers’ Compensation-Statutory; Employer’s Liability—

d. Excess Umbrella Liability—       Combined Single Unit

e. The Sponsor shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Vendor must provide a waiver of subrogation in favor of the Sponsor for General Liability, Automobile, Workers’ Compensation, and Excess Umbrella.

 f. The insurance company insuring the Vendor shall provide for notice to the Sponsor of cancellation of insurance policies 30 days before such cancellation is to take effect.

**G. General Assurances**

 1. Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the parties.

2. Sole Agreement. This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party’s address or facsimile number as set forth below, or as subsequently modified by written notice.

4. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1)such provision shall be excluded from this Agreement, (2)the balance of the Agreement shall be interpreted as if such provision were so excluded and (3)the balance of the Agreement shall be enforceable in accordance with its terms.

5. Modifications to ODE Template Agreement. ODE requires the use of a template “Vended Meals Agreement” when the Sponsor contracts with an organization to provide meals and related services. The Sponsor is allowed to make changes to the terms and conditions of the Vended Meals Agreement with approval by ODE.

6. Advice of Counsel. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. ODE is not a party to any contractual relationship between a Sponsor and a Vendor. ODE is not obligated, liable, or responsible for any action or inaction taken by a Sponsor or Vendor based on this Agreement template. ODE’s review of the Agreement is limited to assuring compliance with federal and state procurement requirements. ODE does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Agreement.

|  |  |  |
| --- | --- | --- |
|  | **SPONSOR / VENDOR SIGNATURES** |  |
| Name of Sponsor’s Authorized Representative      | Title      |
| Signature of Sponsor’s Authorized Representative | Date Signed *Mo./Day/Yr.* |
| Name of Vendor’s Authorized Representative      | Title      |
| Signature of Vendor’s Authorized Representative | Date Signed *Mo./Day/Yr.* |

**ATTACHMENT A: INDEPENDENT PRICE DETERMINATION CERTIFICATE**

Both the Sponsor and the Vendor shall execute this Independent Price Determination Certificate.

     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Sponsor

Name of Vendor

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

The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Vendor and will not knowingly be disclosed by the Vendor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Vendor for the purpose of restricting competition.

No attempt has been made or will be made by the Vendor to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Vendor certifies that:

He or she is the person in the Vendor’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Vendor Title Date

Authorized Representative

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Sponsor Title Date

Authorized Representative**ATTACHMENT B: SUSPENSION AND DEBARMENT CERTIFICATION**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion –

**Lower-Tier Transaction**

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

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

1. The prospective lower-tier participant certifies, by submission of their proposal, 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 proposal.

     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vended Meals Agreement

Vendor Name PR/Award Number or Project 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 proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”*,* as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, w*ithout modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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.

# ATTACHMENT C: LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding $100,000 in federal funds

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure of Lobbying Activities*, in accordance with its instructions.

1. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Name/Address of Organization

     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/Title of Submitting Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

# ATTACHMENT C: DISCLOSURE OF LOBBYING ACTIVITIES

**APPROVED BY OMB**

**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT**

**TO 31 U.S.C. 1352**

**(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)**

|  |  |  |
| --- | --- | --- |
| 1. **Type of Federal Action**[ ]  A. Contract[ ]  B. Grant[ ]  C. Cooperative Agreement[ ]  D. Loan[ ]  E. Loan Guarantee[ ]  F. Loan Insurance | 2**. Status of Federal Action**[ ]  A. Bid/Offer/Application[ ]  B. Initial Award[ ]  C. Post Award | 1. **Report Type**

[ ]  A. Initial Filing[ ]  B. Material Change **For Material Change Only:** Year:      \_\_\_\_\_\_\_ Quarter:      \_\_ Date of Last Report: \_     \_\_\_\_\_\_\_\_\_\_ |
| 1. **Name and Address of Reporting Entity:**

 [ ]  Prime [ ]  SubawardeeTier, if known      \_\_\_ Congressional District, if known:      \_\_\_\_\_\_\_\_\_ | 1. **If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

Congressional District, if known:      \_\_\_ |
| 1. **Federal Department/Agency:**
 | 1. **Federal Program Name/Description:**

CFDA Number, if applicable:      \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. **Federal Action Number:** *(if known*)

 | 1. **Award Amount:** *(if known***)**
 |
| 1. a. **Name and Address of Lobbying Entity:** *(if individual, last name, first name, MI)\*
 | 10. b. **Individual Performing Services:** *(including address if different from No. 10 a) (Last name, first name, MI)*  |
| 1. **Amount of Payment:** *(check all that apply)*

 **$\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Actual [ ]  Planned [ ]   | 1. **Type of Payment**: *(check all that apply)*

[ ]  A. Retainer [ ]  B. One-Time Fee [ ]  C. Commission [ ]  D. Contingency Fee [ ]  E. Deferred [ ]  F. Other: *(specify)*      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. **Form of Payment:** *(check all that apply)*

[ ]  A. Cash Nature     \_\_\_\_\_\_\_\_\_\_\_\_[ ]  B. In-kind (specify) Value     \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. **Brief Description** of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11     .

(Attach Continuation Sheets if necessary) |
| 1. **Continuation Sheets Attached:** Yes [ ]  No [ ]
 |
| 1. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than $10,000 and no more than $100,000 for each such failure.
 | **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Print Name:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Title:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Telephone Number:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Date:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Federal Use Only Authorized for Local Reproduction |

# INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. For example: Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency. Include prefixes; e.g., *RFP-DE-90-001.*
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
11. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
	* 1. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
		2. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
		3. Check the appropriate box. Check all boxes that apply. If other, specify nature.
		4. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
		5. Check whether Continuation Sheets are enclosed.
		6. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**ATTACHMENT D: MINIMUM FOOD SPECIFICATIONS**

|  |  |  |
| --- | --- | --- |
|  | **Breakfast Meal Pattern** | **Lunch Meal Pattern** |
|  | **Grades****K-5a** | **Grades 6-8a** | **Grades 9-12a** | **Grades****K-5** | **Grades****6-8** | **Grades****9-12** |
| **Meal Pattern** | **Amount of Foodb Per Week (Minimum Per Day)** |
| Fruits (cups)c,d | 5 (1)e | 5 (1)e | 5 (1)e | 2½ (½) | 2½ (½) | 5 (1) |
| Vegetables (cups)c,d | 0 | 0 | 0 | 3¾ (¾) | 3¾ (¾) | 5 (1) |
|  Dark greenf | 0 | 0 | 0 | ½  | ½  | ½  |
|  Red/orangef | 0 | 0 | 0 | ¾  | ¾  | 1¼  |
|  Beans/peas (legumes)f | 0 | 0 | 0 | ½  | ½  | ½  |
|  Starchyf | 0 | 0 | 0 | ½  | ½  | ½ |
|  Otherf,g | 0 | 0 | 0 | ½  | ½  | ¾ |
| Additional vegetable to reach totalh | 0 | 0 | 0 | 1 | 1 | 1½  |
| Grains(oz eq)i | 7-10 (1)j | 8-10 (1)j | 9-10 (1)j | 8-9 (1) | 8-10 (1) | 10-12 (2) |
| Meats/meat alternates (oz eq) | 0k | 0k | 0k | 8-10 (1) | 9-10 (1) | 10-12 (2) |
| Fluid milk(cups)l | 5 (1) | 5 (1) | 5 (1) | 5 (1) | 5 (1) | 5 (1) |
| Other Specifications: Daily Amount Based on the Average for a 5-Day Week |
| Min-max calories (kcal)m,n,o | 350-500 | 400-550 | 450-600 | 550-650 | 600-700 | 750-850 |
| Saturated fat (% of total calories)n,o | < 10 | < 10 | < 10 | < 10 | < 10 | < 10 |
| Sodium (mg)n, p | < 430 | < 470 | < 500 | < 640 | < 710 | < 740 |
| Trans fatn,o | 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). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).
2. Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.
3. One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.
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 and 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, and 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 meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz eq of meat/meat alternate for 1 oz eq of grains after the minimum daily grains requirement is met.
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 breakfasts.

**Attachment D (continued): MINIMUM FOOD SPECIFICATIONS**

### Summer Food Service Program Meal Pattern

|  |  |  |  |
| --- | --- | --- | --- |
| **Food Components** | **Breakfast** | **Lunch or Supper** | **Snack1** **(Choose two****of the four)** |
| **Milk** |
| * Milk, fluid
 | 1 cup (8 fl oz)2 | 1 cup (8 fl oz)3 | 1 cup (8 fl oz)2 |
| **Vegetables and/or Fruits**  |
| * Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice
 | ½ cup | ¾ cup total4 | ¾ cup |
| * An equivalent quantity of any combination ofvegetables(s), fruit(s), and juice
 | ½ cup (4 fl oz) |  | ¾ cup (6 fl oz) |
| **Grains and Breads5** |
| * Bread
 | 1 slice | 1 slice | 1 slice |
| * Cornbread, biscuits, rolls, muffins, etc.
 | 1 serving | 1 serving | 1 serving |
| * Cold dry cereal
 | ¾ cup or 1 oz6 |  | ¾ cup or 1 oz6 |
| * Cooked pasta or noodle product
 | ½ cup | ½ cup | ½ cup |
| * Cooked cereal or cereal grains or anequivalent quantity of any combination of grains/breads
 | ½ cup | ½ cup | ½ cup |
| **Meat and Meat Alternates** (Optional) |
| * Lean meat or poultry or fish or alternate protein product7
 | 1 oz | 2 oz | 1 oz |
| * Cheese
 | 1 oz | 2 oz | 1 oz |
| * Eggs
 | ½ large egg | 1 large egg | ½ large egg |
| * Cooked dry beans or peas
 | ¼ cup | ½ cup | ¼ cup |
| * Peanut butter or soynut butter or other nut or seed butters
 | 2 tbsp | 4 tbsp | 2 tbsp |
| * Peanuts or soynuts or tree nuts or seeds, or yogurt, plain or sweetened and flavored
 | 1 oz | 1 oz= 50%8 | 1 oz |
| * An equivalent quantity of any combination of the above meat/meat alternates
 | 4 oz or ½ cup | 8 oz or 1 cup | 4 oz or ½ cup |

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

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

**Attachment D (continued): MINIMUM FOOD SPECIFICATIONS**

**Infant Meal Pattern Requirements**

**Child and Adult Care Food Program**

**EFFECTIVE OCTOBER 1, 2021**

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

**Breakfast, Lunch, and Supper:**

|  |  |  |
| --- | --- | --- |
| **Food Components and Food Items** | **Birth – 5 Months** | **6 – 11 Months** |
| **Breast Milk1 or Iron-Fortified Infant Formula (IFIF)1,2** | 4-6 fl. oz. | 6-8 fl. oz. |
| **Fruit or Vegetable3,4** or a combination of both |  | 0-2 Tbsp. |
| **Iron-Fortified Infant Cereal (IFIC)5,6****or****Meat/Meat Alternates (M/MA)3,** includingMeat, fish, poultry, whole eggs, cooked beans/peas, or Cheese, orCottage Cheese, or Yogurt7 |  | 0 – ½ oz. eq. (0-4 Tbsp.)0-4 Tbsp.0-2 oz.0-4 oz. or ½ cup 0-4 oz. or ½ cup |

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

**Snack:**

|  |  |  |
| --- | --- | --- |
| **Food Components and Food Items** | **Birth – 5 Months** | **6 – 11 Months** |
| **Breast Milk1 or Iron-Fortified Infant Formula (IFIF) 1,2** | 4-6 fl. oz. | 2-4 fl. oz. |
| **Fruit or Vegetable3,4** or a combination of both |  | 0-2 Tbsp. |
| **Iron-Fortified Infant Cereal (IFIC) 5,6****or****Breads, Crackers, or Ready-to-Eat (RTE) Cereals5,6,8**Bread, Tortilla, or Biscuit, orWaffle, Pancake, or English Muffin, or Savory Crackers, orSweet Crackers, orRTE Cereals, Flakes or Rounds9, or RTE Cereals, Puffs9 |  | 0 – ½ oz. eq. (0-4 Tbsp.)0 – ½ oz. eq. 14 grams17 grams1. grams
2. grams

7 grams or 4 Tbsp. or ¼ cup 7 grams or 5 Tbsp. or ⅓ cup |

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

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

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

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

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

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

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

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

8 [Grain-based desserts](https://www.fns.usda.gov/tn/grain-based-desserts-cacfp) do not count towards meeting the Grains component requirement.

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

Additional Resources: [Feeding Infants in the Child and Adult Care Food Program (USDA)](https://www.oregon.gov/ode/students-and-family/childnutrition/cacfp/Documents/CACFP16-2017_Exhibit%20A%20Only_Accessible.pdf)

|  |  |  |
| --- | --- | --- |
|  | **CACFP Meals for Children 1 - 18 years****Child and Adult Care Food Program****EFFECTIVE OCTOBER 1, 2021** |  |
|  |  |  |  |  |

**Breakfast1: Serve all 3 components for a reimbursable Breakfast2**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Food Components and Food Items** | **Ages 1-2** | **Ages 3-5** | **Ages 6-12** | **Ages 13-183** |
| **Fluid Milk4** | **4 fl oz (½ cup)** | **6 fl oz (¾ cup)** | **8 fl oz (1 cup)** | **8 fl oz (1 cup)** |
| **Vegetables, Fruits, or portions of both5** | **¼ cup** | **½ cup** | **½ cup** | **½ cup** |
| **Grains6, using ounce equivalent (oz. eq.)7** | **½ oz. eq.** | **½ oz. eq.** | **1 oz. eq.** | **1 oz. eq.** |
| Bread, Biscuit, or Roll | 14 grams | 14 grams | 28 grams | 28 grams |
| Waffle, Pancake, Croissant | 17 grams | 17 grams | 34 grams | 34 grams |
| Oatmeal and other cooked cereal grains8 | ¼ cup cooked | ¼ cup cooked | ½ cup cooked | ½ cup cooked |
| Cereal, Ready-to-Eat Flakes or Rounds8 | ½ cup | ½ cup | 1 cup | 1 cup |
| Cereal, Ready-to-Eat Granola8 | ⅛ cup | ⅛ cup | ¼ cup | ¼ cup |
| Cereal, Ready-to-eat Puffed8 | ¾ cup | ¾ cup | 1 ¼ cup | 1 ¼ cup |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Food Components and Food Items** | **Ages 1-2** | **Ages 3-5** | **Ages 6-12** | **Ages 13-183** |
| **Fluid Milk4** | **4 fl oz (½ cup)** | **6 fl oz (¾ cup)** | **8 fl oz (1 cup)** | **8 fl oz (1 cup)** |
| **Meat or Meat Alternate (M/MA)** | **½ oz. eq.** | **½ oz. eq.** | **1 oz. eq.** | **1 oz. eq.** |
| Cheese | ½ oz. | ½ oz. | 1 oz. | 1 oz. |
| Peanut butter or other nut/seed butters | 1 Tbsp. | 1 Tbsp. | 2 Tbsp. | 2 Tbsp. |
| Yogurt (including soy yogurt)10 | 2 oz. (¼ cup) | 2 oz. (¼ cup) | 4 oz. (½ cup) | 4 oz. (½ cup) |
| **Vegetables5** | **½ cup** | **½ cup** | **¾ cup** | **¾ cup** |
| **Fruits5** | **½ cup** | **½ cup** | **¾ cup** | **¾ cup** |
| **Grains6, using ounce equivalent (oz. eq.) 7** | **½ oz. eq.** | **½ oz. eq.** | **1 oz. eq.** | **1 oz. eq.** |
| Bread, Biscuit, or Roll | 14 grams | 14 grams | 28 grams | 28 grams |
| Cracker, Graham (about 5” by 2½”) | 14 grams/1 cracker | 14 grams/1 cracker | 28 grams/2 crackers | 28 grams/2 crackers |
| Crackers (various) | 11 grams | 11 grams | 22 grams | 22 grams |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Food Components and Food Items** | **Ages 1-2** | **Ages 3-5** | **Ages 6-12** | **Ages 13-183** |
| **Fluid Milk4** | **4 fl oz (½ cup)** | **6 fl oz (¾ cup)** | **8 fl oz (1 cup)** | **8 fl oz (1 cup)** |
| **Meat or Meat Alternate (M/MA)** | **1 oz. eq.** | **1 ½ oz. eq.** | **2 oz. eq.** | **2 oz. eq.** |
| Lean meat, poultry, or fish | 1 oz. eq. | 1 ½ oz. eq. | 2 oz. eq. | 2 oz. eq. |
| Tofu12 | 2.2 oz. or ¼ c | 3.3 oz. or ⅜ c | 4.4 oz. or ½ c | 4.4 oz. or ½ c |
| Cheese | 1 oz. | 1 ½ oz. | 2 oz. | 2 oz. |
| Large egg | ½ egg | ¾ egg | 1 egg | 1 egg |
| Cooked dry beans/peas | ¼ cup | ⅜ cup | ½ cup | ½ cup |
| Peanut butter or other nut/seed butters | 2 Tbsp. | 3 Tbsp. | 4 Tbsp. | 4 Tbsp. |
| Peanuts, soy nuts, tree nuts, or seeds (may only credit up to 50% M/MA) | ½ oz. = 50% | ¾ oz. = 50% | 1 oz. = 50% | 1 oz. – 50% |
| **Vegetables5, 13, 14** | **⅛ cup** | **¼ cup** | **½ cup** | **½ cup** |
| **Fruits5** | **⅛ cup** | **¼ cup** | **¼ cup** | **¼ cup** |
| **Grains6, using ounce equivalent (oz. eq.) 7** | **½ oz. eq.** | **½ oz. eq.** | **1 oz. eq.** | **1 oz. eq.** |
| Bread, Biscuit, or Roll | 14 grams | 14 grams | 28 grams | 28 grams |
| Pasta, Rice, or Grits | 14 grams dry/¼ cup cooked | 14 grams dry/¼ cup cooked | 28 grams dry/½ cup cooked | 28 grams dry/½ cup cooked |
| Tortilla, Soft, Flour or Corn | 14 grams | 14 grams | 28 grams | 28 grams |

**CACFP Meals for Children 1-18 Years**

1 Water must be offered to children throughout the day. Water is not part of a reimbursable meal and may not be served instead of fluid milk.

2 All three components must be served for a reimbursable breakfast. Meat and Meat Alternates (M/MA) may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce equivalent of M/MA is equal to one ounce equivalent of Grains. [Offer Versus Serve](https://www.fns.usda.gov/tn/feeding-infants-using-ounce-equivalents-grains-cacfp) is an option only for At-Risk Afterschool Sponsors.

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

4 [Milk type served](https://www.fns.usda.gov/tn/grain-based-desserts-cacfp) must be unflavored whole milk for children one year of age (12-23 months). Milk must be unflavored low-fat (1%) or unflavored fat-free (skim) for children 2-5 years of age. Milk must be unflavored low-fat (1%) or fat-free (skim) milk or flavored fat-free (skim) milk for children 6 years old and older.

5 Pasteurized 100% juice may only be used to meet the vegetable or fruit requirement one time per day.

6 At least one serving of grains per day must be whole-grain rich across all meals and snacks served at each site. [Grain-](https://www.fns.usda.gov/tn/grain-based-desserts-cacfp) [based desserts](https://www.fns.usda.gov/tn/feeding-infants-child-and-adult-care-food-program) do not count towards meeting the Grains component requirement.

7 Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. See [Exhibit A](https://www.fns.usda.gov/tn/serving-milk-cacfp) for comparisons between the previous serving sizes and ounce equivalents. For more sample serving sizes and an explanation of ounce equivalent measurements, refer to the [‘Using Ounce Equivalents for Grains in the CACFP Worksheet.](https://www.fns.usda.gov/tn/using-ounce-equivalents-grains-cacfp)’

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

9 Only one of the two required components for snack may be a beverage. Offer versus serve is not an option for snack.

10Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card.

11All five components must be served for a reimbursable lunch and/or supper. [Offer Versus Serve](https://www.fns.usda.gov/tn/grain-based-desserts-cacfp) is an option only for At- Risk Afterschool Sponsors.

12Tofu must contain at least 5 grams of protein for every 2.2 oz (¼ cup) serving.

13Lunch and supper must include one Fruit and one Vegetable OR two Vegetables. When two Vegetables are served, two different kinds of vegetables must be served.

14Leafy greens, such as lettuce or spinach, only credit for half of the volume served. ½ cup of spinach will credit for ¼ cup of Vegetables.

**CACFP Meals for Adults in Care**

**Child and Adult Care Food Program**

**EFFECTIVE OCTOBER 1, 2021**

**Breakfast: Serve all 3 components for a reimbursable Breakfast1**

|  |  |
| --- | --- |
| **Food Components and Food Items** | **Minimum Serving Sizes** |
| **Fluid Milk2** | **8 fl. oz. (1 cup)** |
| **Vegetables, Fruits, or portions of both3** | **½ cup** |
| **Grains4, using ounce equivalent (oz. eq.)5** | **2 oz. eq.** |
| Bread, Biscuit, or Roll | 56 grams |
| Waffle, Pancake, Croissant | 68 grams |
| Oatmeal and other cooked cereal grains6 | 1 cup cooked |
| Cereal, Ready-to-Eat Flakes or Rounds6 | 2 cups |
| Cereal, Ready-to-Eat Granola6 | ½ cup |
| Cereal, Ready-to-eat Puffed6 | 2 ½ cups |

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

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

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

|  |  |
| --- | --- |
| **Food Components and Food Items** | **Minimum Serving Sizes** |
| **Fluid Milk2,10** | **8 fl. oz. (1 cup)** |
| **Meat or Meat Alternate (M/MA)** | **2 oz. eq.** |
| Lean meat, poultry, or fish | 2 oz. eq. |
| Tofu11 | 4.4 oz. or ½ c |
| Cheese | 2 oz. |
| Large egg | 1 egg |
| Cooked dry beans/peas | ½ cup |
| Peanut butter or other nut/seed butters | 4 Tbsp. |
| Peanuts, soy nuts, tree nuts, or seeds (may only credit up to 50% M/MA) | 1 oz. – 50% |
| **Vegetables3, 12, 13** | **½ cup** |
| **Fruits3** | **½ cup** |
| **Grains4, using ounce equivalent (oz. eq.) 5** | **2 oz. eq.** |
| Bread, Biscuit, or Roll | 56 grams |
| Pasta, Rice, or Grits | 56 grams dry/1 cup cooked |
| Tortilla, Soft, Flour or Corn | 56 grams |

**CACFP Meals for Adults**

1 All three components must be served for a reimbursable breakfast. Meat and Meat Alternates (M/MA) may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce equivalent of M/MA is equal to one ounce equivalent of Grains. [Offer Versus Serve](https://www.oregon.gov/ode/students-and-family/childnutrition/MemoDocuments/Offer%20Versus%20Serve%20Handout.pdf) is an option.

2 [Milk type served](https://www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf) must be unflavored low-fat (1%) or fat-free (skim) milk, or flavored fat-free (skim) milk for adult participants. For adult CACFP participants, 6 ounces (weight) or ¾ cup (volume) yogurt may be used to meet the equivalent of 8 ounces fluid milk once per day when yogurt is not served as a meat alternate in the same meal. Water is recommended at meals or snacks when yogurt is substituted for milk. Refer to the ODE [CNP Meal Accommodations](https://www.oregon.gov/ode/students-and-family/childnutrition/Pages/MealAccommodationsandModifications.aspx) [and Modifications page](https://www.fns.usda.gov/tn/using-ounce-equivalents-grains-cacfp) for more information on Nutritionally Equivalent Milk Substitutes and Medically-Required Accommodations.

3 Pasteurized 100% juice may only be used to meet the vegetable or fruit requirement one time per day.

4 At least one serving of grains per day must be whole-grain rich across all meals and snacks served at each site. [Grain-](https://www.fns.usda.gov/tn/grain-based-desserts-cacfp) [based desserts](https://www.oregon.gov/ode/students-and-family/childnutrition/Pages/MealAccommodationsandModifications.aspx) do not count towards meeting the Grains component requirement.

5 Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. See [Exhibit A](https://www.oregon.gov/ode/students-and-family/childnutrition/MemoDocuments/Offer%20Versus%20Serve%20Handout.pdf) for comparisons between the previous serving sizes and ounce equivalents. For more sample serving sizes and an explanation of ounce equivalent measurements, refer to the [‘Using Ounce Equivalents for Grains in the CACFP Worksheet.](https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf)’

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

7 Only one of the two required components for snack may be a beverage. Offer versus serve is not an option for snack. 8 Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card. 9 All five components must be served for a reimbursable lunch and/or supper. [Offer Versus Serve](https://www.oregon.gov/ode/students-and-family/childnutrition/MemoDocuments/Offer%20Versus%20Serve%20Handout.pdf) is an option.

10Fluid milk is optional at supper only for adult participants.

11Tofu must contain at least 5 grams of protein for every 2.2 oz (¼ cup) serving.

12Lunch and supper must include one Fruit and one Vegetable OR two Vegetables. When two Vegetables are served, two different kinds of vegetables must be served.

13Leafy greens, such as lettuce or spinach, only credit for half of the volume served. ½ cup of spinach will credit for ¼ cup of Vegetables.

**Grain Requirements For Child Nutrition Programs**

|  |  |  |
| --- | --- | --- |
| **Group A** | **Ounce Equivalent (oz eq) for Group A** | **Minimum Serving Size for Group A** |
| Bread type coating Bread sticks (hard) Chow Mein noodlesSavory Crackers (saltines and snack crackers) CroutonsPretzels (hard)Stuffng (dry) *Note: weights apply to bread in stuffng* | 1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz | 1 serving = 20 gm or 0.7 oz 3/4 serving = 15 gm or 0.5 oz 1/2 serving = 10 gm or 0.4 oz 1/4 serving = 5 gm or 0.2 oz |
| **Group B** | **Ounce Equivalent (oz eq) for Group B** | **Minimum Serving Size for Group B** |
| BagelsBatter type coating BiscuitsBreads - all (for example sliced, French, Italian) Buns (hamburger and hot dog)Sweet Crackers5 (graham crackers - all shapes, animal crackers)Egg roll skins English muffns Pita bread Pizza crust Pretzels (soft) RollsTortillas Tortilla chipsTaco shells | 1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25 | 1 serving = 25 gm or 0.9 oz 3/4 serving = 19 gm or 0.7 oz 1/2 serving = 13 gm or 0.5 oz 1/4 serving = 6 gm or 0.2 oz |
| **Group C** | **Ounce Equivalent (oz eq) for Group C** | **Minimum Serving Size for Group C** |
| Cookies3 (plain - includes vanilla wafers) CornbreadCorn muffns Croissants PancakesPie crust (dessert pies3, cobbler3, fruit turnovers4, and meats/meat alternate pies)Waffes | 1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or 0.3 oz | 1 serving = 31 gm or 1.1 oz 3/4 serving = 23 gm or 0.8 oz 1/2 serving = 16 gm or 0.6 oz 1/4 serving = 8 gm or 0.3 oz |
| **Group D** | **Ounce Equivalent (oz eq) for Group D** | **Minimum Serving Size for Group D** |
| Doughnuts4 (cake and yeast raised, unfrosted) Cereal bars, breakfast bars, granola bars4 (plain) Muffns (all, except corn)Sweet roll4 (unfrosted)Toaster pastry4 (unfrosted) | 1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz | 1 serving = 50 gm or 1.8 oz 3/4 serving = 38 gm or 1.3 oz 1/2 serving = 25 gm or 0.9 oz 1/4 serving = 13 gm or 0.5 oz |

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

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

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

*§§226.20(a)(4) and 210.10.*

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

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

|  |  |  |
| --- | --- | --- |
| **Group E** | **Ounce Equivalent (oz eq) for Group E** | **Minimum Serving Size for Group E** |
| Cereal bars, breakfast bars, granola bars4 (with nuts, dried fruit, and/or chocolate pieces) Cookies3 (with nuts, raisins, chocolate pieces and/or fruit purees)Doughnuts4 (cake and yeast raised, frosted or glazed) French toastSweet rolls4 (frosted)Toaster pastry4 (frosted) | 1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz | 1 serving = 63 gm or 2.2 oz 3/4 serving = 47 gm or 1.7 oz 1/2 serving = 31 gm or 1.1 oz 1/4 serving = 16 gm or 0.6 oz |
| **Group F** | **Ounce Equivalent (oz eq) for Group F** | **Minimum Serving Size for Group F** |
| Cake3 (plain, unfrosted) | 1 oz eq = 82 gm or 2.9 oz | 1 serving = 75 gm or 2.7 oz |
| Coffee cake4 | 3/4 oz eq = 62 gm or 2.2 oz | 3/4 serving = 56 gm or 2 oz |
|  | 1/2 oz eq = 41 gm or 1.5 oz | 1/2 serving = 38 gm or 1.3 oz |
|  | 1/4 oz eq = 21 gm or 0.7 oz | 1/4 serving = 19 gm or 0.7 oz |
| **Group G** | **Ounce Equivalent (oz eq) for Group G** | **Minimum Serving Size for Group G** |
| Brownies3 (plain) | 1 oz eq = 125 gm or 4.4 oz | 1 serving = 115 gm or 4 oz |
| Cake3 (all varieties, frosted) | 3/4 oz eq = 94 gm or 3.3 oz | 3/4 serving = 86 gm or 3 oz |
|  | 1/2 oz eq = 63 gm or 2.2 oz | 1/2 serving = 58 gm or 2 oz |
|  | 1/4 oz eq = 32 gm or 1.1 oz | 1/4 serving = 29 gm or 1 oz |
| **Group H** | **Ounce Equivalent (oz eq) for Group H** | **Minimum Serving Size for Group H** |
| Cereal Grains (barley, quinoa, etc.) | 1 oz eq = 1/2 cup cooked | 1 serving = 1/2 cup cooked |
| Breakfast cereals (cooked)6,7 | or 1 ounce (28 gm) dry | or 25 gm dry |
| Bulgur or cracked wheat |  |  |
| Macaroni (all shapes) |  |  |
| Noodles (all varieties) |  |  |
| Pasta (all shapes) |  |  |
| Ravioli (noodle only) |  |  |
| Rice |  |  |
| **Group I** | **Ounce Equivalent (oz eq) for Group I** | **Minimum Serving Size for Group I** |
| Ready to eat breakfast cereal (cold, dry)6,7 | 1 oz eq = 1 cup or 1 ounce | 1 serving = 3/4 cup or 1 oz, |
|  | for flakes and rounds | whichever is less |
|  | 1 oz eq = 1.25 cups |  |
|  | or 1 ounce for puffed cereal |  |
|  | 1 oz eq = 1/4 cup |  |
|  | or 1 ounce for granola |  |

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

*§§226.20(a)(4) and 210.10.*

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

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

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

**Attachment E**

**Addendum to the Vended Meal Agreement**

**For Participation in USDA Foods Program**

This is an addendum to the “Vended Meals Agreement” for the purpose of participation in the USDA Foods Program. By signing this addendum to the “Vended Meals Agreement for Participation in the USDA Foods Program,” SPONSOR and Vendor, as defined in the Vended Meals Agreement agree to the following:

**USDA Foods**

1. Any USDA Foods received (when the foods arrive at the Sponsor’s kitchen, Sponsor’s storage

facility, or Vendor storage facility in either raw form or in processed end products) by the Sponsor and made available to the Vendor must accrue solely to the benefit of USDA Child Nutrition programs if applicable, and shall be fully utilized therein. The Vendor shall have records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the Sponsor.

1. The Sponsor shall retain title to all USDA Foods.
2. USDA Foods allocated to the Sponsor will be delivered to and utilized by the Vendor equitably

for lunches served to students at the Sponsor.

1. **Vendor Responsibility**—the Vendor will conduct all activities relating to USDA Foods for which it

is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable. This will include but is not limited by the following;

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

 b. The Vendor must credit the Sponsor for all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit Sponsor account.

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

 d. The Vendor shall use the USDA Foods values as posted on ODE’s USDA Foods website including the value of bonus USDA Foods;

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

 f. The Vendor will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the Sponsor’s food service;

 g. The Vendor will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the Sponsor’s food service;

 h. The Vendor will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;

 i. The Vendor will comply with the storage and inventory requirements for USDA Foods;

 j. The Vendor will ensure that its system of inventory management will not result in the Sponsor being charged for USDA Foods;

 k. The Vendor will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b);

 l. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods;

 m. The Vendor shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the Sponsor’s nonprofit food service, subject to approval of the Sponsor. The Sponsor shall consult with the Vendor in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the Sponsor;

 n. The Vendor shall account for all USDA Foods separately from purchased foods. The Vendor is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods. Failure by the Vendor to maintain the required records under this agreement shall be considered prima facie evidence of improper distribution or loss of USDA Foods.

 o. Vendor shall order only those USDA Foods that can be incorporated into its meals.

5. **USDA Foods Handling Charges**

 a. The SFA’s monthly USDA Foods handling charges [including storage, delivery (if applicable), and administration and processing fees (if applicable)] will be deducted by ODE from the Sponsor’s monthly Federal reimbursement.

 b. The Vendor is responsible for USDA Foods handling charges and must reimburse the Sponsor monthly for USDA Foods handling charges.

6. **Year–End Reconciliation**

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

 b. If Sponsor is participating in direct diversion processing or cheese processing, based on actual bulk USDA Foods received, it may be necessary for the Vendor to make compensation adjustments to the Sponsor at the end of the school year. The Sponsor is responsible for assuring adjustments are made.

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

8. **Access to Records**—the distributing agency, sub-distributing agency, or Sponsor, the Comptroller

General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the Vendors food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods.

9. **Renewal of Agreement**—extensions or renewals of the agreement, if applicable, are contingent

upon the fulfillment of all agreement provisions relating to USDA Foods.

10. **Termination of Vended Meals Agreement**—upon termination of this Vended Meals Agreement,

Sponsor must conduct a contract-end reconciliation to ensure and verify correct and proper credit has been received for the actual value of all USDA Foods received by the Vendor. The value of USDA Foods shall be based on the USDA Foods values as posted on ODE’s USDA Foods website. If SFA has received the actual value of all USDA Foods received by the Vendor, no additional compensation is required from the Vendor.

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| If Sponsor has not received the actual value of all USDA Foods received by the Vendor at contract termination date, the Vendor must provide compensation to Sponsor. Compensation must be either financial or return of unused USDA Foods, as determined by Sponsor. If the Sponsor terminates the Agreement without cause, or if the Vendor terminates the Agreement with cause, the Sponsor bears the cost of transferring/removal of all remaining USDA Foods from the Vendor. If the Sponsor terminates the Agreement with cause, or if the Vendor terminates the Agreement without cause, the Vendor bears the cost of transferring/removal of all remaining USDA Foods. **CERTIFICATION SIGNATURES**  |
| **I CERTIFY** by signing and dating this Addendum, Sponsor and Vendor agree to the terms and conditions as described herein.  |
| Name of Vendor’s Authorized Representative       | Title       |
| Signature of Vendor’s Authorized Representative   | Date Signed *Mo/Day/Yr.*  |
| Name of Sponsor’s Authorized Representative       | Title       |
| Signature of Sponsor’s Authorized Representative   | Date Signed *Mo/Day/Yr* |