

NOTICE INVITING REQUEST FOR PRICING (RFP)

NOTICE IS HEREBY GIVEN that this RFP is being issued by Murrieta Valley Unified School Districts of Riverside County, California, acting by and through their Governing Boards for,

RFP# 07112018 FRESH PIZZA ITEMS

RFP Deadline: 10:00 a.m. on July 26, 2018

**Place of RFP Receipt: Murrieta Valley Unified School District
Nutrition Services
41870 McAlby Court
Murrieta, CA 92562**

Companies interested in submitting a RFP can find RFP documents and specifications at www.murrietaschoolnutrition.com under the bid tab located in the lower left corner of the home page.

All RFPs must be submitted on the forms furnished by the district and delivered in sealed envelopes labeled clearly with the name, address, and telephone number of the company submitting the RFP.

RFPs can be delivered prior to the date and time stated above to Nutrition Services, Murrieta Valley Unified School District, 41870 McAlby Court, Murrieta, CA 92562 between 8:00 a.m. and 4:00 p.m. Monday through Friday. Any RFPs received after the time specified above shall be returned unopened.

No pricing may be withdrawn for a period of sixty (60) days after the date set for the opening of the RFPs.

The Districts reserve the right to reject any or all RFP's, to accept or reject any one or more items of a RFP, or to waive any irregularities or informalities in the RFP.

Murrieta Valley Unified School District

Nutrition Services Department

41870 McAlby Court

Murrieta, CA 92562

(951) 696-1600

jlancaster@murrieta.k12.ca.us

All RFPs shall be on forms provided. RFPs received after the specified time will not be accepted and shall be returned to the company, unopened.

RELEASE DATE: July 11, 2018

RFP DUE: July 26, 2018

TIME: 10:00 a.m.

RFP AWARD: August 1, 2018 *Pending Board Approval

RECAP OF RFP: Recap of RFPs available after August 20, 2018

**REQUEST FOR PRICING (RFP)
RFP #07112018 FRESH PIZZA ITEMS**

I. GENERAL CONDITIONS AND INSTRUCTIONS:

RFPs are requested for furnishing fresh pizza items, from August 1, 2018 through June 30, 2019.

The following table provides a synopsis of the DISTRICTS fresh pizza business. Attached you will find a map of the delivery sites and school calendar for each of the schools. We will provide the vendor awarded the RFP delivery sites; manager's name, telephone number, email and fax number.

SCHOOLS	NO. OF SITES	DELIVERY TIMES	DELIVERY DAYS	EST. AVG. DOLLAR VALUE PER DIROP PER SITE	EST. ANNUAL EXPENDITURE
Vista Murrieta High Murrieta Valley High Murrieta Mesa High Thompson Middle Shivela Middle Dorothy McElhinney Middle Warm Springs Middle	7	9:30 am 9:30 am 11:30 am 9:45 am 10:00 am 10:00 am 10:45 am	Monday-Friday	\$200-\$300	\$250,000

- A. The DISTRICTS reserves the right to purchase more or less of the units specified.
- B. Proposals: RFPs shall be written in ink or by typewriter. Send to Murrieta Valley Unified School District, Jill Lancaster, Director, Nutrition Services, 41870 McAlby Court, Murrieta, CA 92562. Proposals are to be verified before submission, as they cannot be corrected after RFPs are opened. The signatures of all persons signing shall be in longhand. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. For information about RFP procedures, contact Jill Lancaster at MVUSD Nutrition Services.
- C. Addenda or Bulletins: Any addenda or bulletins issued by the DISTRICT during the time of RFP processing to the vendor for the preparation of this RFP shall be covered in the RFP and shall be made part of the contract.
- D. Withdrawal of RFPs Prior to due date: Any vendor may withdraw his RFP, either personally or by a written request, at any time prior to the scheduled due date.
- E. Withdrawal of RFPs after due date: A vendor may not withdraw his RFP for a period of sixty (60) days after the due date.
- F. Interpretation of Documents: If any person contemplating submitting a RFP for the proposed contract is in doubt as to the true nature of any part of the RFP documents or finds discrepancies, in or omissions from, he/she may submit to the MVUSD, Nutrition Services Director, Jill Lancaster, a written request for an interpretation or correction hereof. Requests must be received a minimum of 3 days prior to close. Any interpretation or addendum duly issued by said Nutrition Services Director and a copy of such addendum will be mailed or delivered to each person receiving RFP documents. The DISTRICT will not be responsible for any other explanation or interpretation of the RFP documents.
- G. Award or Rejection of RFPs: The award of the contract, if made by the DISTRICT, will be to the lowest responsive and responsible vendor. Product formulation, student acceptability of product and dependable service will be main factors in the determination of this award. It must be clearly evident that a Vendor is capable of promptly delivering all items on the RFP list. A Vendor's past delivery and performance practices relating to any previous and existing contracts will be examined. Vendors who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Vendor, disqualifying the Vendor for contract award. The Vendor must have established stores under his control in Riverside County capable of performance under this contract. This RFP may be awarded to more than one vendor as the district deems necessary for proper service. The DISTRICT shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the DISTRICT. The DISTRICT reserves the right in its absolute discretion to accept RFPs, or any part of RFPs, as deemed necessary for the best interest of the Nutrition Services Department. The DISTRICT may take into account the performance of the vendor with respect to any recent contract(s) with the district and other school districts. The Governing Board of the DISTRICT, reserves the right to reject any one or all RFPs, to waive any informalities in the RFPs or in the process, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever RFP is deemed to be the lowest responsible RFP MEETING ALL THE CRITERIA SPECIFIED IN THE RFP. All vendors will be notified in writing of the award.

H. PRODUCT FORMULATION REQUIREMENTS

Required Documents for each Product:

1. Product Formulation Statement for Meat/Meat Alternate (Complete Attachment D)
2. Worksheet for calculating grain/bread contribution (Complete Attachment C1 or C2)
*Please note pizza crust will need to be whole grain.
3. Nutrition Facts Panel. Required nutritional information: weight of product, total calories, total fat, saturated fat, trans-fat, cholesterol, protein, carbohydrates, calcium, iron, fiber, vitamin A, vitamin C and sodium.

Meat/Meat Alternate Contribution

Vendors will be required to submit Product Formulation Statements for the meat/meat alternate component (cheese & pepperoni). A sample Product Formulation Statement and blank product formulation statement is included in this RFP. A separate form must be submitted for 16" cheese pizza & 16" pepperoni pizza. (Attachment D).

Grain Contribution

Vendors will be required to submit a worksheet for calculating grain/bread contribution for pizza dough. A sample worksheet which includes grain contribution calculations is included in this RFP. A separate form must be submitted for each 16" pizza crust (Attachment C)

Products that meet the latest USDA, Food Based menu planning guidelines (Attachment B) and a la carte requirements (Attachment A) will be asked to provide sample product for student taste testing. Products submitted that do not meet both food based requirements and a la carte requirements for sale in public schools will not be considered for the award.

II. TERM OF AGREEMENT:

The term of this agreement will be from August 1, 2018 through June 30, 2019.

III. CONTRACT RENEWALS:

If mutually agreeable, the DISTRICTS reserve the right to renew the contract for a period of two (2) successive years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the DISTRICT. Such renewal will be made by notifying the vendor in writing, thirty (30) days prior to the expiration of the contract.

IV. PRICING:

- A. Pricing for items listed is to be firm for the period of August 1, 2018 through June 30, 2019.
- B. All proposals must be quoted delivered to the designated sites. No additional freight, labor or fuel surcharges will be permitted or allowed.

- C. Prices must be listed for as indicated on Table 1
- D. In the event of severe market changes, a price escalation may be requested to the DISTRICT no later than fifteen (15) days prior to the price change. Any request for escalation in price shall be in writing, and include written proof of cost increases or other justification supporting the request for the escalation. Justification must be based on documents approved by the DISTRICT. The DISTRICT reserves the right to cancel any contract if price escalation is unacceptable, and to solicit other vendors for any part or portion of the RFP.
- E. All proposals must be quoted delivered to the designated sties. No additional freight, labor or fuel surcharges will be permitted or allowed.

V. QUANTITIES:

The quantities listed herein are estimates only. The DISTRICT reserve the right to purchase reasonably more or less than the quantities stated.

VI. PREPARATION OF RFP:

- A. The RFP must be signed in the name of the company and be in longhand of the person authorized to sign the RFP.
- B. Prices must be in ink or typewritten. No pencil figures permitted.
- C. Erasures or Alterations: All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the RFP. Any change of the printed portion of the RFP form itself constitutes alteration and is cause for immediate rejection of the RFP.

VII. SANITATION PRODUCT QUALITY:

All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound, and sanitary products. A copy of the vendor's Food Safety Plan and Health inspection reports are required. Third party inspection of facility is recommended.

Food Products shall be prepared on Vendor's premises under such controlled temperatures and conditions as are required by state and local statutes and regulations. Assembled Food Products shall be stored in properly refrigerated or heated conditions (as may be appropriate to the Food Product) and as meet sanitation requirements imposed by law. The District shall have the right to inspect Vendor's premises without prior notice, it being agreed that the Vendor's full compliance with all legal requirements is of the essence of this Agreement and that the Vendor's failure to abide by such legal requirements shall result in the termination of the Agreement. Moreover, the Vendor agrees to immediately inform the District in writing of the result so any inspection of its premises and food preparation locations by governmental inspectors or others which resulted in

other than an "A" rating and of any claim by any party that food products of any nature provided by the vendor resulted in sickness, death or other injury to the claiming party.

VIII. PRODUCT QUALITY

The Vendor agrees to present Food Products purchased by the District in an appealing and appropriate manner. Vendor shall be responsible for quality control with respect to the Food Product to assure consistent quality of Food Products served to individual consumers. In connection therewith, the Vendor shall comply with the regulations established in Section 113700 *et seq.* of the California Health and Safety Code. Hot food must be 135° degrees or more upon delivery. Cold food must be delivered at 41° degrees or less upon delivery. The District shall have the right to reject any or all food products furnished to the District which in its opinion do not meet standards of quality and/or proper temperature.

If it becomes necessary during the term of this contract to test any food product for ingredient content, wholesomeness, food borne bacteria, contamination or other cause, the Vendor will be responsible for any cost incurred by the District for this. The cost will be deducted from the balance in accounts payable due to the Vendor

IX. PACKAGING:

Sliced 16" pizza delivered in a disposable square cardboard box of flat profile which facilitates vertical stacking of at least six (6) pizzas in non-contacting relationship. Pizza boxes must be of the same design as those sold at the retail store. The insulated containers holding pizza boxes during delivery must be maintained in good working condition and kept clean and sanitary. Containers must close tightly to provide good insulation and keep the product above 135° Fahrenheit.

X. DELIVERY:

Successful Vendor agrees to make deliveries, as requested by DISTRICTS Nutrition Services.

The Vendor agrees to furnish and deliver at all times during the period of the contract, upon request of the Director of Nutrition Services or his/her designee, the items which may be awarded to the Vendor, in such amounts and quantities as ordered and within the specified delivery schedule. Deliveries required for the NSLP 16" Pepperoni Pizza and 16" Cheese Pizza. A copy of the annual school calendar for days of school is attached.

The Districts reserve the right to add additional schools that open during the term of the contract or any contract extension.

The maximum speed limit for any vehicle on school campuses is 10 MPH. The Vendor will ensure that all employees are informed of this limit before entering a school campus. Employees of the Vendor who are found to exceed this limit may be banned from school property.

XI. PRODUCT SAMPLES

Product samples requested by the District will be provided at no cost to the DISTRICT. Samples must be the exact item that the Vendor proposes to furnish and in the same packaging in which they will be delivered if the Vendor is awarded the contract. Samples will be used in testing and will not be returned.

These samples will be tested in a blind study. The pizza must be acceptable (Good or Very Good) to 75% of the participants to be considered as meeting RFP specifications.

Samples will be taste tested for freshness and quality. Poor quality samples will be considered as a failure to meet RFP specifications (including product formulation).

Failure to submit samples on the date and time requested will invalidate the RFP.

DISTRICT will request product samples from Vendors whose product meet all required specifications.

XII. ACCOUNTING:

Invoices/receipts shall include delivery site, product name, quantity, unit size, and unit price. One copy is to be kept by the vendor.

- A. The original invoice must be signed by the individual receiving the merchandise and is to be left for the cafeteria manager. An invoice signed by the cafeteria manager or designee is required in order for the invoice to be processed for payment.
- B. Applicable sales tax for hot foods will be at the local rate for Murrieta.
- C. Statements for all goods purchased within a calendar month shall be on an individual school basis.
- D. Statements shall be submitted no later than the fifth day following the close of each calendar month.
- E. Statements shall be addressed to DISTRICTS Nutrition Services Department.
- F. The DISTRICT will pay for goods on a monthly basis. The DISTRICT agrees to pay all such monthly summary invoices (less any credits to which it may be entitled) within thirty (30) calendar days of receipt of each monthly statement provided. Should the payment date fall on an official holiday observed by the State of California or on a weekend, the payment shall be due on the next business day after such holiday or weekend.

XIII. WEIGHTED FACTORS:

- A. The vendor must have been in the pizza business or provided delivery of pizza to schools for not less than one (3) year's prior with satisfactory quality and service.
- B. The vendor must be able to provide delivery to all district locations assigned at a time convenient to the district, as noted in the RFP package. This is to include special deliveries when required.
- D. Vendors past performance will be evaluated and could subject an RFP to be rejected.
- E. All nutritional requirements must be met in order to be considered for the award.

A vendor that is awarded the district's business for the first time will be on trial during the first year. The awarding of any additional business or the continuation of the trial arrangement will depend upon the evaluation of the first year's service.

XIV. TERMINATION:

- A. Failure on the part of the successful vendor to meet contract requirements shall be cause for cancellation. Either party may cancel contract upon a thirty (30) days written notice to the other party.
- B. The DISTRICT reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service, unsatisfactory product; or to extend the contract with present fresh pizza company(s) upon annual review of weighted factors, performance of service and/or provision of quality product.
- C. The DISTRICT shall hold the successful vendor liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the successful vendor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the DISTRICT may purchase the items herein specified elsewhere, without notice to the successful vendor. Additional costs accrued by DISTRICT through this purchase may be deducted from unpaid invoices or must be paid to DISTRICT by the successful vendor.

XV. DISTRICT INSPECTION:

All items shall be subject to inspection. Inspection of the items shall not relieve the successful vendor from any obligation to fulfill the contract. Defective items shall be made good by the successful vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the district and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the successful vendor shall immediately remedy such defect in a manner satisfactory to the district.

XVI. PRICING DISCREPENCY PENALTY:

Should successful vendor overcharge DISTRICT for any item, successful vendor agrees to immediately reimburse DISTRICT the full amount of the overcharge

XVII. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with the execution of the contract, successful vendor shall not discriminate against any employee or application for employment because of race, religion, color, sex or national origin. The vendor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

XVIII. PUBLIC LIABILITY AND PROPERTY INSURANCE:

Successful vendor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the DISTRICT from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful vendor will be required to furnish certificates of insurance prior to start of work.

- A. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not less than \$1,000,000/\$1,000,000 aggregate.
- B. Property Damage Liability Insurance including auto (both owned and non-owned): Not less than \$1,000,000 aggregate.
- B. Insurance Certificate must name Murrieta Valley Unified School District as additional insured.

XVIII. HOLD-HARMLESS CLAUSE:

To the fullest extent permitted by law, the successful vendor agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

- A. Any and all claims under Worker's Compensation Acts and other employee benefit acts with respect to successful vendor's employees or successful vendor's sub-vendor's employees arising out of successful vendor's work under this RFP; and
- B. Any loss, injury to, or death, or persons, or damage to property caused by any act, neglect, default or omission of the successful vendor, or any person, firm or corporation employed

by the successful vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the successful vendor's work under this RFP, including injury or damage either on or off district property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the district.

- C. The successful vendor, at the vendor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the district, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

XIX. ASSIGNMENT OF CONTRACT:

The successful vendor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this RFP form, any rights accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of district's Governing Board. Notice is hereby given that the district will not honor any assignment made by the successful vendor unless the consent in writing, as indicated above, has been given.

XX. FINGERPRINTING:

Successful vendor agrees to comply with all provisions of Education Code Section 45125.1. Successful vendor will conduct a criminal background check of all employees, agents, and representatives assigned to DISTRICT that will enter the campuses and other district facilities for purposes of providing services covered by this RFP during normal district hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified, will have contact with pupils. Successful vendor will provide the district with a list of all employees providing services pursuant to this RFP.

XXI. BUY AMERICAN PROVISION

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336), Section 12(n) to the NSLA (42 USC 1760(n)). Schools must purchase to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Brand and processor information must be identified on case labels and specification sheets. DISTRICT reserves the right to cancel any contract and/or solicit other vendors for any part or portion of the RFP that does not meet the Buy American Provision.

XXII. DEPARTMENT OF EDUCATION-CHILD NUTRITION DIVISION FORMS

Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit attached forms (Suspension and Debarment Certification U.S.

Department of Agriculture, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Iran Contracting Act Certification Form, Non-Collusion Affidavit and Drug-Free Workplace Certification) must be completed and submitted with proposal. Proposals received without these forms/certifications will not be considered.

XXIII. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XXIV. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW AND AMERICANS WITH DISABILITIES ACT

The contractor hereby assures that it will comply with subchapter VI of Civils Rights Act of 1964, 42 USC Sections 2000e through 2000 €(17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this agreement or under any project, program or activity supported by this agreement. The vendor(s) agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and housing Act, beginning with Government code 12900, and Labor Code 1735. In addition, the Vendor agrees to require like compliance by any subcontractors employed on the work by him/her.

The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C Sections 12101 et sag., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the contractor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this agreement, or under any project, program, or activity supported by this Agreement.

XXV. BID PROTEST PROCEDURES

Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Director of Purchasing, or his or her designee, within two (2) business days after receipt of the District's written decision. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to: 41870 McAlby Ct. Murrieta, CA. 92562.

Appeal Review: The Chief Business Official or his or her designee shall review the decision on the bid protest from the Purchasing Director and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Chief Business Official or the Hearing Officer shall be rendered within five (5)

business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

Reservation of Rights to Proceed with Procurement Pending Appeal: the District reserves the right to proceed to award a contract and commence the work/purchase pending an Appeal. If there is a State Funding or a critical deadline, The District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-Mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

Finality: Failure to comply with the Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

XXVI. FORCE MAJEURE

Both vendor and DISTRICTS shall be exempt from their contractual obligations if the failure to meet their contractual obligations results from Force Majeure, labor dispute, Acts of God, or any other causes beyond their reasonable control.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

REQUEST FOR PRICING

Fresh Pizza Items

Table 1

PRODUCT	SIZE (INCHES)	SLICES	PRICE	
Cheese Pizza			\$	Per pizza
Pepperoni Pizza			\$	Per pizza

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

VENDOR QUESTIONNAIRE

Fresh Pizza

1. **How many years has your company been in business? _____**
2. **How many years has your company delivered pizza to school nutrition programs? _____**
3. **How many stores will be dedicated to serving the schools listed in this RFP? _____**
4. **How many drivers will be delivering each day? _____**
5. **Will your stores be able to deliver to all sites by the times listed in table on pg 1? Yes No**
6. **Will your stores be able to tax all deliveries at Murrieta's tax rate (currently 7.75%) Yes No**
7. **How will your company ensure that product is maintained and delivered hot (above 135 degrees) to each school?**

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

SCHOOL DISTRICT REFERENCES

Fresh Pizza

Firm Title _____ **Signature** _____

List a minimum of three (3) references for contracts you have completed in the last three (3) years that are of similar scope and complexity:

District Name _____

Address _____

Contact Name _____

Telephone _____

District Name _____

Address _____

Contact Name _____

Telephone _____

District Name _____

Address _____

Contact Name _____

Telephone _____

USDA Nondiscrimination Statement

SNAP and FDPIR State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

**VENDORS
MUST PROVIDE
THE LATEST
HEALTH DEPARTMENT
REPORT
OF YOUR FACILITIES & FOOD
SAFETY PLAN**

(See Section VII. Sanitation Product Quality)

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is 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.

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
 Exceeding \$100,000 in Federal Funds**

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The *undersigned shall require* that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden 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	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known Congressional District, if known:	• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
• Federal Department/Agency:	• Federal Program Name/Description: CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: \$	
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply): \$ _____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee	

<ul style="list-style-type: none"> • Form of Payment (check all that apply): Cash _____ In-kind; specify: _____ Nature _____ Value _____ 	Deferred Other; specify: _____
<ul style="list-style-type: none"> • Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
15. Continuation Sheet(s) SF-LLL-A attached: Yes No	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	Signature: _____ Print Name: _____ Title: _____ Telephone No: () _____ Date: _____
Federal Use Only:	Authorized for local reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 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 No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. 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 instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

NON-COLLUSION AFFIDAVIT

To be executed by Vendor and submitted with Proposal

RFP# _____

(Public Contract Code Section 7106)

STATE OF CALIFORNIA

COUNTY OF _____

_____ (Name), being first duly sworn, deposes and says that he or she is the _____ (Title) of _____ (Contractor), the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Vendor has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed price of the Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other Vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Vendor has not, directly or indirectly, submitted his or her proposed price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature of Officer

Typed Name of Officer

Office

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

DRUG-FREE WORKPLACE CERTIFICATION

By signing this certification, the prospective contractor or recipient hereby certifies under penalty of perjury under the laws of the State of California that the contractor or recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq) and will provide a drug free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).

- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. any available counseling, rehabilitation, and employee assistance programs; and
 - 4. penalties that may be imposed upon employees for drug abuse violations.

- C. Provide, as required by Government Code Section 8355(c), that every employee who works with the proposed program/activity:
 - 1. will receive a copy of the company's drug-free policy statement; and
 - 2. will agree to abide by the terms of the company's drug-free workplace policies.

Failure to comply with these requirements may result in suspension of payments under the subgrant/contract or termination of the subgrant/contract, or cancellation of the purchase order, or all that may apply. In addition, the contractor or grantee may be ineligible for award of future subgrant/contracts or purchase orders if it is determined that any of the following has occurred: (1) the false certification, or (2) failing to carry out the requirements of the certification as noted above.

Organization

Name & Title of Authorized Representative

Signature

Date

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	

Printed Name and Title of Person Signing

Date Executed

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC
BEVERAGE and TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT'S Alcoholic Beverage and TobaccoFree Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICTowned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR: _____

By: _____
signature

A

NON-CHARTER PUBLIC SCHOOLS

QUICK REFERENCE CARDS

MIDDLE/HIGH SCHOOL-FOOD RESTRICTIONS

References: *Education Code* sections 49430, 49431.2, 49431.7, *California Code of Regulations* sections 15575, 15577, 15578, *Code of Federal Regulations* sections 210.11, 220.12

A middle/junior high contains grades 7 or 8, 7 to 9, 7 to 10.
A high school contains any of grades 10 to 12.
Effective from midnight to one-half hour after the end of the official school day.
Applies to ALL foods sold to students by any entity.
Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

"Snack" foods must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item* (or have one of these as the first ingredient), or
 - Be a combination food containing at least ¼ cup fruit or vegetable.
- AND must meet the following nutrition standards:
- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), and
 - < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), and
 - ≤ 35% sugar by weight (except fruit**, non-fried vegetables, dried fruit and nut/seed combo), and
 - < 0.5 grams trans fat per serving (no exceptions), and
 - ≤ 200 milligrams sodium per item/container (no exceptions), and
 - ≤ 200 calories per item/container (no exceptions)

Paired foods:

- If exempt food(s) are combined with nonexempt food(s) or added fat/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans fat, sodium, and calories.

"Entrée" foods must be intended as the main dish and be a:

- Meat/meat alternate and whole grain rich food, or
- Meat/meat alternate and fruit or non-fried vegetable, or
- Meat/meat alternate alone (cannot be yogurt, cheese, nuts, seeds, or meat snacks = these are considered a "snack" food).

AND

A competitive entrée sold by District/School Food Service the day of or the day after it appears on the reimbursable meal program menu must be:

- ≤ 400 calories, and
- ≤ 35% calories from fat
- < 0.5 grams trans fat per serving

A competitive entrée sold by Food Service if NOT on the menu the day of or day after or any other entity (PTA, student organization, etc.) must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable

AND meet the following nutrition standards:

- ≤ 35% calories from fat, and
- < 10% calories from saturated fat, and
- ≤ 35% sugar by weight, and
- < 0.5 grams trans fat per serving, and
- ≤ 480 milligrams sodium, and
- ≤ 350 calories

* A whole grain item contains:

- The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease...." or
- A whole grain as the first ingredient, or
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), or
- At least 51% whole grain by weight.

** Dried blueberries cranberries, cherries, tropical fruit, chopped dates, or chopped figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

CHECK YOUR DISTRICT'S WELLNESS POLICY FOR STRICTER RULES.

Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.

*** MUST MEET**

MIDDLE/HIGH SCHOOL-BEVERAGE RESTRICTIONS

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

A middle/junior high contains grades 7 or 8, 7 to 9, 7 to 10.
A high school contains any of grades 10 to 12.
Effective from midnight to one-half hour after the end of the official school day.
Applies to ALL beverages sold to students by any entity.
Sold means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, water, electrolyte replacement beverage/sports drink, or flavored water AND meet all criteria under that specific category.

Compliant beverages:

1. Fruit or Vegetable juice:
 - a. ≥ 50% juice and
 - b. No added sweeteners
 - c. ≤ 12 fl. oz. serving size
2. Milk:
 - a. Cow's or goat's milk, and
 - b. 1% (unflavored), nonfat (flavored, unflavored), and
 - c. Contains Vitamins A & D, and
 - d. ≥ 25% of the calcium Daily Value per 8 fl. oz., and
 - e. ≤ 28 grams of total sugar per 8 fl. oz.
 - f. ≤ 12 fl. oz. serving size
3. Non-dairy milk:
 - a. Nutritionally equivalent to milk (see 7 CFR 210.10(d)(3), 220.8(i)(3)), and
 - b. ≤ 28 grams of total sugar per 8 fl. oz., and
 - c. ≤ 5 grams fat per 8 fl. oz.
 - d. ≤ 12 fl. oz. serving size
4. Water:
 - a. No added sweeteners
 - b. No serving size limit
5. Electrolyte Replacement Beverages (HIGH SCHOOLS ONLY)
 - a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
 - b. Water as first ingredient
 - c. ≤ 16.8 grams added sweetener/8 fl. oz.
 - d. 10-150 mg sodium/8 fl. oz.
 - e. 10-90 mg potassium/8 fl. oz.
 - f. No added caffeine
 - g. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)
6. Flavored Water (HIGH SCHOOLS ONLY)
 - a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
 - b. No added sweetener
 - c. No added caffeine
 - d. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)

All beverages must be caffeine-free (trace amounts are allowable).

MIDDLE/HIGH SCHOOL-STUDENT ORGANIZATIONS

Reference: *California Code of Regulations* Section 15501

Student organization is defined as a group of students that are NOT associated with the curricula or academics of the school or district. Effective from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards AND all of the following:

1. Up to three categories of foods or beverages may be sold each day (e.g., chips, sandwiches, juices, etc.).
2. Food or beverage item(s) must be pre-approved by the governing board of the school district.
3. Only one student organization is allowed to sell each day.
4. Food(s) or beverage(s) cannot be prepared on campus.
5. The food or beverage categories sold cannot be the same as the categories sold in the food service program at that school during the same school day.
6. In addition to one student organization sale each day, any and all student organizations may sell on the same four designated days per year. School administration may set these dates.

B

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan. 2012

Meal Pattern	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 ^a	Grades 6-8 ^a	Grades 9-12 ^a	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food ^b Per Week (Minimum Per Day)					
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{c,d}	0	0	0	3¼ (¾)	3¼ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional Veg to Reach Total ^h	0	0	0	1	1	1½
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)*
Meats/Meat Alternates (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^{m,n,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^{n,o}	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{n,p}	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat ^{n,o}	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

^aIn the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

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

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

^dFor 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).

^eThe fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).

^fLarger amounts of these vegetables may be served.

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

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

ⁱAt 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).

^jIn the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

^kThere is no separate meal/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.

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

^mThe 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).

ⁿDiscretionary 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.

^oIn the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).

^pFinal sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast

* Must Provide 2 grains and 2 meats/meat alternates

C-1

**Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014
(Crediting Standards Based on Grams of Creditable Grains)**

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: _____ Code No.: _____

Manufacturer: _____ Serving Size _____
(raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich Criteria: Yes ___ No ___
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non-creditable grains: Yes ___ No ___ **How many grams:** ___
(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs: _____

Description of Creditable Grain Ingredient*	Grams of Creditable Grain Ingredient per Portion ¹	Gram Standard of Creditable Grain per oz equivalent (16g or 28g) ²	Creditable Amount
	A	B	A ÷ B
Total Creditable Amount³			

*Creditable grains are whole-grain meal/flour and enriched meal/flour.

¹(Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

² Standard grams of creditable grains from the corresponding Group in Exhibit A.

³Total Creditable Amount must be rounded *down* to the nearest quarter (0.25) oz eq. Do *not* round up.

Total weight (per portion) of product as purchased _____

Total contribution of product (per portion) _____ oz equivalent

I certify that the above information is true and correct and that a ___ ounce portion of this product (ready for serving) provides ___ oz equivalent Grains. I further certify that non-creditable grains are **not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Signature

Title

Printed Name

Date

Phone Number

**Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014
(Crediting Standards Based on Revised Exhibit A)
weights per oz equivalent**

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: _____ Code No.: _____

Manufacturer: _____ Serving Size: _____

I. Does the product meet the Whole Grain-Rich Criteria: Yes ___ No ___
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non-creditable grains: Yes ___ No ___ How many grams: ___
(Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate which Exhibit A Group (A-I) the Product Belongs: _____

Description of Product per Food Buying Guide	Portion Size of Product as Purchased A	Weight of one ounce equivalent as listed in SP 30-2012 B	Creditable Amount A ÷ B
Total Creditable Amount¹			

¹ Total Creditable Amount must be rounded down to the nearest quarter (0.25) oz eq. Do not round up.

Total weight (per portion) of product as purchased _____

Total contribution of product (per portion) _____ oz equivalent

I further certify that the above information is true and correct and that a ___ ounce portion of this product (ready for serving) provides ___ oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Signature

Title

Printed Name

Date

Phone Number

D

Sample Product Formulation Statement (Product Analysis) for Meat/Meat Alternate (M/MA) Products

Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: _____ Code No.: _____

Manufacturer: _____ Case/Pack/Count/Portion/Size: _____

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
		X		
		X		
		X		
A. Total Creditable M/MA Amount¹				

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount¹					
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded down to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do not round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased _____

Total creditable amount of product (per portion) _____

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a _____ ounce serving of the above product (ready for serving) contains _____ ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

Signature

Title

Printed Name

Date

Phone Number

Soy Company X
Soy Protein Concentrate
Product Y

Documentation for Company X Product(s) Used as Alternate Protein Products (APP) for Child Nutrition Programs

- a) Company X certifies that Product Y meets all requirements for APP intended for use in foods manufactured for Child Nutrition Programs as described in Appendix A of 7 CFR 210, 220, 225, and 226.
- b) Company X certifies that Product Y has been processed so that some portion of the non-protein constituents have been removed by fractionating. This product is produced from soybeans by removing the majority of the soybean oil and some of the other non protein constituents.
- c) The Protein Digestibility Corrected Amino Acid Score (PDCAAS) for Product Y is 0.99. It was calculated by multiplying the lowest uncorrected amino acid score by true protein digestibility as described in the Protein Quality Evaluation Report from the Joint Expert Consultation of the Food and Agriculture Organization/World Health Organization of the United Nations, presented December 4-8, 1989, in Rome, Italy. The PDCAAS is required to be greater than 0.8 (80% of casein).
- d) The protein level of Product Y is at least 18% by weight when fully hydrated at a ratio of 2.43 parts water to one part product.
- e) The protein level of Product Y is certified to be at least 61.8% on an "as-is" basis for the as-purchased product. *(Note: Protein is often provided on a moisture free basis (mfb) which is not the information FNS requires.)*

All of the above information is required for APP and must be presented for approval.

Note: *It is also helpful to have the ingredient statement for product Y. For example, if the product is uncolored and unflavored the ingredient statement might be "soy protein concentrate" or if the product is colored and textured the ingredient statement might be "textured vegetable protein (soy flour, caramel color)"*