

JEFFERSON COUNTY, WISCONSIN



REQUEST FOR PROPOSALS

Senior Dining & Home Delivered Meals

Issued: October 9, 2024

Responses Due: November 1, 2024

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GENERAL INFORMATION

1.1 **Purpose & Scope:**

The Aging & Disability Resource Center of Jefferson County (hereinafter "County") is soliciting price quotes for the provision of Senior Dining and Home Delivered Meals in Jefferson County communities and intends to use the results of this process to award a Contract. Jefferson County does not guarantee it will purchase any specific quantity or dollar amount. Proposals that require a minimum number of commodities or services be ordered may be rejected.

1.2 **Project:**

Vendor will provide persons 60 and older with a healthy, high-quality and safe meal that meets one-third of the Dietary Reference Intakes and Recommended Daily Allowances. The Senior Dining and Home Delivered Meals program also offers opportunities for socialization and a well-person checks.

Service areas include: Waterloo, Lake Mills, Watertown/Ixonia area, Jefferson/Johnson Creek/Helenville area, Fort Atkinson, and Sullivan/Palmyra/Rome area.

Detailed meal component specifications can be found beginning on page 16. The Wisconsin Department of Health Services (DHS) Nutrition Services Operation Manual is available upon request.

1.3 **Contract:**

In the event of an award, the contents of this RFP (including all attachments), RFP addenda and revisions, the Proposal response from the successful vendor as accepted by the County, Jefferson County's Standard Terms & Conditions, and any additional terms agreed to in writing by the parties shall be incorporated into the attached Contract. Failure of the successful vendor to accept these elements may result cancellation of the award.

The anticipated Contract to provide meals will be for an initial one-year period from January 1, 2025, thru December 31, 2025, with the option for four one-year extensions at the County's discretion for a maximum contract period of five (5) years.

1.4 **Minimum Requirements:**

Mandatory vendor qualifications and/or requirements in this RFP document must be minimally met without exception; failure to meet such may disqualify your proposal. Before the award of any Contract, the County shall be satisfied the vendor has sufficient qualified resources available for performing the work described in the proposal. In the event no vendor can meet the mandatory requirements, the County reserves the right to continue the review of the proposals and select the vendor that most closely meets the requirements specified in this RFP.

1.5 **Standard Terms & Conditions:**

All contracts shall be subject to Jefferson County's Contract for Services and Standard Terms and Conditions (Exhibit A). The vendor shall not submit its own Contract document as a substitute for the County's Standard Terms & Conditions. Vendors shall accept all terms and conditions or submit point-

by-point exceptions along with proposed alternative language for each point. The County reserves the right to negotiate the contractual terms and conditions or reject the vendor's response and proceed to the next qualified vendor.

1.6 Reasonable Accommodations:

Upon request, the County shall provide reasonable accommodations, including the provision of informational material in an alternative format for individuals with a disability.

SUBMITTAL INSTRUCTIONS

2.1 Calendar of Events:

Date	Event
10/9/24	Date of issuance of the Request for Proposal
10/25/24	Last day for submitting written questions
10/28/24	Supplements or revisions to the RFP posted on the County's website
11/1/24	Proposals due from vendors by 4:00 p.m. (CST)
11/4/24	Proposal opening at 1:00 p.m. (CST)
11/12/24	Anticipated Award Date
1/1/25	Anticipated Contract Start Date

2.2 Communication:

All communications and/or questions in regard to this Request for Proposal must be in writing and directed to **ReBecca Schmidt, (920)674-8139, rschmidt@jeffersoncountywi.gov**. Any contact with County employees concerning this RFP is prohibited from the date of release of the RFP until the notice of award is released, except as authorized herein. Contacting anyone other than the designated contact set forth above may disqualify your response.

2.3 Supplements/Revisions:

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, they shall promptly notify ReBecca Schmidt, rschmidt@jeffersoncountywi.gov in writing. If a vendor fails to notify the County of an error in the RFP document which is known to the vendor or which must have reasonably been known to the vendor, the vendor submits a response to the RFP at its own risk and if awarded a contract, shall not be entitled to additional compensation or time by reason of the error or its later corrections.

In the event it becomes necessary to provide additional clarifying data or information or revise any part of this RFP, supplements or revisions will be posted on the Jefferson County website. It is the responsibility of prospective vendors to check the website for any amendments prior to submission.

2.4 Method of Proposal:

The vendor shall submit a net unit price and, if applicable, an extended net total for each item specified. Prices shall be in U.S. dollars. In the event of errors in calculation, unit price shall prevail.

2.5 Submission:

All proposals shall be submitted on the County Proposal Form provided herein, along with all other required documentation, in a sealed envelope bearing on the outside the name of the vendor, the vendor's address, and project name to ADRC of Jefferson County, 1541 Annex Road, Jefferson, WI 53549. Proposals must be received no later than 4:00 PM (CST) on November 1, 2024. Proposals will be opened and read at 1:00 PM (CST) on November 4, 2024, at the Nutrition Advisory Council/ADRC. Any responses received after

the submission deadline will not be considered.

2.6 Proposal Modification:

Once submitted proposals may be modified in writing prior to the date and time set for proposal closing. Any such modification must be signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be clearly marked "Proposal Modification" with the RFP project title. Proposals may not be modified after proposal closing time and date.

2.7 Proposal Withdrawal:

Proposals may be withdrawn in writing by a duly authorized representative of the vendor any time prior to the proposal opening date. Following the proposal opening, proposals cannot be withdrawn for a period of sixty (60) days from the scheduled proposal opening.

2.8 Use of Subcontractors:

The vendor will be responsible for the contract performance of its subcontractors. The vendor shall identify in its proposal response any potential subcontractors, suppliers, and service providers it intends to use to perform, furnish or procure labor, services, materials, plans or specifications under this Contract. All subcontractors must be approved in writing by the County. Pursuant to Wis. Stat. §779.14(1m)(d), the County is authorized to make direct payment to subcontractors or pay the prime contractor with checks made payable to the prime contract and one or more subcontractors.

2.9 Taxes:

Pursuant to Wisconsin Statutes Section 77.54(9m), certain building materials and other eligible items may be purchased for this project by the County without the requirements to pay the regular sales or use tax. When permitted under Wisconsin Statutes Section 77.54(9m), the vendor will exclude sales or use tax on building materials and other eligible items.

2.10 Proposal Evaluation:

Jefferson County reserves the right to accept or reject any and all proposals and to waive any technicality or informality. Award will be made to a responsive, responsible, qualified vendor whose proposal is determined to be the most advantageous to the County in the County's sole discretion, taking into consideration past performance, availability, price and evaluation criteria. Jefferson County shall be the sole judge as to vendor's compliance with the proposal instructions.

In determining the responsiveness and responsibility of the vendor, the following shall be considered when applicable: the ability, capacity, and skill of the vendor to perform as required; whether the vendor can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the vendor; the quality of past performance by the vendor; the previous and existing compliance by the vendor with related laws and regulations; the sufficiency of the vendor's financial resources; the availability, quality, and adaptability of the vendor's equipment, supplies, and/or services to the required use, etc.

PROPOSAL FORM
Senior Dining & Home Delivered Meals

Vendor shall complete the work in accordance with the Specifications set forth herein for the following price(s):
Please quote per-unit-cost for the senior dining service areas listed below.

1) Watertown/Ixonia

Serving Days: Monday - Friday

Serving Time: 11:00 am – 1:00 pm

Estimated # of Senior Dining Meals per day: 10 - 15 (This number is an estimate)

Estimated # of Home Delivered Meals per day: 30 - 40 (This number is an estimate)

Price per meal

Meals Ready to Serve: \$ _____

2) Waterloo

Serving Days: Monday - Friday

Serving Time: 11:00 am – 1:00 pm

Estimated # of Senior Dining Meals per day: 0 (This number is an estimate)

Estimated # of Home Delivered Meals per day: 10-15 (This number is an estimate)

Price per meal

Meals Ready to Serve: \$ _____

3) Lake Mills

Serving Days: Monday - Friday

Serving Time: 11:00 am – 1:00 pm

Estimated # of Senior Dining Meals per day: 0 - 10 (This number is an estimate)

Estimated # of Home Delivered Meals per day: 20 – 25 (This number is an estimate)

Price per meal

Meals Ready to Serve: \$ _____

4) Jefferson/Johnson Creek/Helenville

Serving Days: Monday - Friday

Serving Time: 11:00 am – 1:00 pm

Estimated # of Senior Dining Meals per day: 0 - 10 (This number is an estimate)

Estimated # of Home Delivered Meals per day: 30 - 40 (This number is an estimate)

Price per meal

Meals Ready to Serve: \$ _____

5) Fort Atkinson

Serving Days: Monday - Friday

Serving Time: 11:00 am – 1:00 pm

Estimated # of Senior Dining Meals per day: 10-15 (This number is an estimate)

Estimated # of Home Delivered Meals per day: 20 - 25 (This number is an estimate)

Price per meal

Meals Ready to Serve: \$ _____

6) Sullivan/Palmyra/Rome

Serving Days: Monday - Friday

Serving Time: 11:00 am – 1:00 pm

Estimated # of Senior Dining Meals per day: 0 - 10 (This number is an estimate)

Estimated # of Home Delivered Meals per day: 10 - 25 (This number is an estimate)

Price per meal

Meals Ready to Serve: \$ _____

Meals for non-restaurant sites should be delivered in bulk or individually packaged for home delivery by the vendor. Please consider the following in your proposal:

- *Bulk food:* Must be in packaged bulk pans that are securely sealed. If bulk meals will be transported to the site by the vendor, they must be placed inside equipment that will retain the temperature of food above 140 degrees and below 41 degrees Fahrenheit.
- *Individually packaged:* Individually packaged meals for home delivery must be in clean containers (Oliver system or foil take-out containers). Meals must be transported in equipment that will maintain the temperature of food above 140 degrees and below 41 degrees Fahrenheit.

For the price quoted in relation to this project, vendor shall provide all labor, equipment, materials, taxes, overhead, fuel, subcontractors, and all other direct and indirect costs necessary to complete the project in accordance with the Specifications and Contract documents.

Vendors shall also attach the following information for proposal to be considered:

1. Name and address of operating company.
2. A list of all owners of the company or officers of the corporation and whether the company/corporation is profit-making or non-profit.
3. The duration and extent of experience in the operation of catered food service.
4. A list of similar operations and locations where the vendor provides or has provided catered food services. Include name, address, and phone number of contact at each operation. Letters of reference from such person will also be accepted.

5. A menu plan for one (1) month. (If already providing meals for any other senior dining centers in Wisconsin, please provide the January menu being used for those centers)
6. Such other information as vendor deems pertinent for consideration by the County.
7. A copy of most recent Food Service Establishment Health Inspection form.
8. A copy of certificate of insurance.

*The County reserves the right to act on the proposals for each service area separately. If Vendor is submitting a proposal for more than one service area, the Vendor should state whether their proposal for one area is contingent upon acceptance of your proposal for any other service areas.

VENDOR CERTIFICATION

Senior Dining & Home Delivered Meals

The undersigned vendor certifies by submission of the 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.

By submitting a proposal, the vendor agrees to provide the specified products and/or services in this Request for Proposals, at the prices quoted, pursuant to all requirements and specifications set forth herein. Furthermore, the undersigned vendor certifies under penalty of perjury that:

- 1) the vendor has read and fully understands all proposal specifications, plans, and terms and conditions;
- 2) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person or entity;
- 3) the vendor has not directly or indirectly induced or solicited any other vendor to submit or not submit a proposal;
- 4) the proposal has been independently arrived at without collusion with any other proposal submitter, competitor, or potential competitor; and
- 5) the vendor has not knowingly disclosed this proposal prior to the proposal opening with any other proposal submitter or competitor.

Submitted By: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

CONTRACT FOR SERVICES

Contract No.:	
Commodity/Service:	
Contract Term:	
Contract Amount:	

This Contract for _____ (“Contract”), is made to be effective on this _____ day of _____, 20__ (“Effective Date”) by and between Jefferson County, a quasi-municipal corporation (“County”) and _____ (“Vendor”). The County and Vendor may hereinafter be referred to individually as a “Party” or collectively as “Parties.” The County and Vendor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 TERM OF AGREEMENT

This Contract is effective upon execution by the Parties and performance shall commence on January 1, 2025, continuing thru December 31, 2025. The County may opt at its discretion to extend the contract for four (4) subsequent one-year terms. The County shall provide notice to Vendor a minimum of sixty (60) days prior to the expiration of the term of its desire to exercise an extension.

2.0 ENTIRE CONTRACT

2.1 Entire Contract. This document together with its exhibits and attachments is the “Contract” and a complete and exclusive statement of the agreement between the parties. This Contract supersedes all other communications and representations between the Parties related to the subject matter of the Contract.

2.2 Integration of Documents. The parties intend for this Contract and all of the Exhibits and attachments hereto to be read and harmonized together to the extent possible. In the event of conflict between the terms of the documents, this document shall control.

2.3 Contract Parts. The Contract consists of the following parts which will serve as the hierarchy of documents in descending order for resolution:
 Final Executed Contract and/or Official Purchase Order
 Request for Proposal or Proposal (including all attachments and addenda)
 Jefferson County’s Standard Terms & Conditions (Exhibit A)
 Vendor’s Original Proposal Response dated _____

3.0 SCOPE OF WORK

Vendor agrees to provide all of the products and services set forth in specifications outlined in the Request for Proposal. A brief overview of the scope of work and products is as follows: prepare and deliver Senior Dining and Home Delivered meals

4.0 CONTRACT PRICE

The County shall pay Vendor for completion of the scope of work in accordance with the Vendor's Proposal Response. All equipment, materials, labor, overhead, taxes, and all other costs are included in order to complete the work in accordance with the Contract documents.

5.0 CHANGE CONTROL

Any contractual changes, including time extensions, may be made only by written amendment to this Contract signed by both parties. No costs incurred for the performance of extra work will be reimbursed unless and until the County approves a change order for it.

6.0 GENERAL PERFORMANCE

Services rendered under this Contract shall be performed in a timely, professional, and diligent manner by qualified and efficient personnel and in conformity with commercial standards in the industry. Vendor shall observe, a proposal by, and perform all of its obligations in accordance with all applicable legal requirements, regulations, and licensing rules.

7.0 CANCELLATION & TERMINATION

7.1 The County reserves the right to terminate this Contract in whole or in part without penalty for the following:

7.1.1 By Mutual Agreement. This Contract may be terminated by consent of both parties executed in writing.

7.1.2 For Cause. The County may terminate this contract by providing Vendor within thirty (30) days written notice of a material breach of this Contract by Vendor, if Vendor fails to cure the breach within thirty (30) days of notice or within the time for cure agreed upon by both parties.

7.1.3 For Lack of Funding or Authority. The County may terminate this Contract if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of services or goods in the indicated quantities or terms.

7.1.4 For Convenience. The County may terminate this Contract at any time without cause, by providing sixty (60) days written notice.

7.2 In the event of a termination, the County's liability hereunder shall be limited to an amount equal to the sum of the pro rata cost of the services actually performed by the Vendor through the effective date of termination

7.3 Upon termination of this Contract for any reason or upon Contract expiration, the County shall be entitled to refund for deliverables or services paid for but not received or rendered.

8.0 NOTICES

All notices required under this Contract shall be in writing, signed by the person serving notice and shall be sent by first class mail or hand delivered to the addresses of the parties

listed below:

For the County: ADRC of Jefferson County
1541 Annex Road
Jefferson, WI 53549

with copy to: Danielle Thompson
Jefferson County Corporation Counsel
311 S. Center Avenue, C2020
Jefferson, WI 53549

For the Vendor: _____

9.0 MISCELLANEOUS

- 9.1 Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Contract.
- 9.2 Successors/Assignment. This Contract shall be binding on the parties hereto and their respective successors and assigned; provided, however, that Vendor may not assign any of its rights or delegate any of its duties hereunder to any party other than an affiliate of Vendor without the prior written consent of County.
- 9.3 Amendment. Any change to any provision of this Contract may only be made by written amendment, signed by the duly authorized agents of the parties.
- 9.4 No Waiver. Any failure of a Party to assert any right under this Contract, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Contract, or any of this Contract’s provisions.
- 9.5 Severability. If any provision of this Contract shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Contract in that jurisdiction or the validity or enforceability of any provision of this Contract in any other jurisdiction.
- 9.6 Survival. The terms of this Contract and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Contract survive the Contract and will continue to be enforceable.
- 9.7 Counterparts. This Contract may be executed in multiple parts. Signatures to this Contract transmitted by facsimile or by electronic mail shall be valid and effective to

bind the Party so signing.

- 9.8 Governing Law. This Contract, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Contract shall be exclusively in Jefferson County for matters arising under state law and in federal district court in the Western District of Wisconsin for matters arising under federal jurisdiction.

10.0 COMPLIANCE WITH FOOD REGULATIONS

- 10.1 Vendor shall comply with all federal, state, and local laws and regulations governing the preparing and handling of food. Vendor shall procure and keep in effect all necessary licenses, permits, certifications, and food handler's cards as are required by law, including a restaurant/catering license as per DHS 196 of the Wisconsin Administrative Code and shall post such licenses, permits, certifications and cards in a prominent place within the meal preparation areas as required. Vendor shall comply with all laws and regulations pertaining to wages and hours of employment.
- 10.2 Inspection. The County reserves the right to inspect the equipment, operations and premises of the Vendor unannounced at any time during the contract period. The County also reserves the right to inspect the food to be provided to determine compliance with the specifications and to reject food not meeting such specifications.

11.0 SPECIAL TERMS OF PERFORMANCE

- 11.1 Menu. Vendor must submit preliminary menus to the County Nutrition Program Manager for a four-week cycle by the 15th of the month prior to the meal inception. All meals must be approved by the County Nutrition Program Manager and meet the Older Americans Nutrition Program menu standards as outlined in the Meal Component Specifications. The County shall have access upon request to the Vendor's recipes, food ordering records, purveyor's list, or any other documentation necessary to ensure compliance with menu standards. Any substitutions to the menu must be authorized by the County.
- 11.2 Service. Vendor will be responsible for preparation of the number of ordered meals per day to be served. A calendar of serving days shall be provided to Vendor at the beginning of the year. Vendor shall be flexible regarding the number of meals to be provided at each site from day-to-day. The County shall notify Vendor how many meals are required for the next serving day by a time agreed upon by the Parties each day. This shall constitute a purchase order. In the event of inclement weather which closes schools in that district, the Senior Dining Service will be closed. Any food already prepared will be properly stored and, if appropriate, that day's menu will be substituted for the following day.
- 11.3 Quality. All food shall be wholesome and of good quality. In the event that any person eating Vendor's meals becomes ill as a result of food poisoning which is attributable to the negligence of the Vendor, as determined by DHS, County may immediately cancel this contract with no further payment to Vendor. All raw food used in preparation of meals shall be of high quality and meet any required standards of the Older Americans Act. No home prepared or home canned food shall be

used in the preparation of meals.

11.4 Failure to Timely Deliver. In the event of Vendor’s failure to timely complete delivery in accordance with the terms of this agreement, the County shall not be liable for payment and shall have the right to purchase elsewhere at market price and charge Vendor the cost of alternate procurement.

11.5 Failure to Meet Specifications. If delivered meals do not substantially meet the specifications requirement, payment may be denied. Unauthorized menu substitutions or deletions shall be deducted from the per-meal costs. If a portion of the meal is missing, the missing item shall be deducted from the per meal cost as follows:

Full meal shortage	100%
Entrée	100%
Potato, Rice, Noodle, Bread	10%
Vegetable, Fruit, Salad	10%
Milk	10%
Dessert	25%
Gravies, Sauces	25%
Dressings, condiments, cheese	5%

12.0 EQUIPMENT & SUPPLIES

12.1 County Provided. The County shall provide the food service utensils and transport equipment for purposes of meal service and delivery. Such equipment shall remain the property of the County. Vendor shall repair County-owned equipment if damaged by Vendor.

12.2 Vendor Provided. Vendor shall provide all necessary food service preparation equipment. All kitchen equipment must be maintained in good working order to ensure the highest quality standards. Vendor shall utilize preparation equipment to maximize standard portion control and minimize waste. Vendor shall maintain the highest possible standards of sanitation in compliance with state, federal, and local health department standards relative to premises, personnel, and handling, preparation, packaging, storage, and delivery of foods and supplies.

12.3 Supplies. All raw food, condiments, and other supplies must be supplied by the Vendor.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their proper and duly authorized officers to execute this Contract with full knowledge of the terms and conditions of this Contract:

VENDOR

JEFFERSON COUNTY

By: _____

By: _____

[NAME, TITLE]

[NAME, TITLE]

Date: _____

Date: _____

MEAL COMPONENT SPECIFICATIONS

DAILY MEAL COMPONENT & MINIMUM # OF SERVINGS	SERVING SIZES AND EXAMPLES
GRAINS – 1 SERVING HALF OF ALL GRAINS OFFERED WILL BE WHOLE GRAIN. WHEN REFINED GRAINS ARE OFFERED, THEY SHOULD BE ENRICHED.	1 REGULAR SLICE BREAD, ½ CUP COOKED (RICE, PASTA, NOODLES, BARLEY, OATMEAL, ETC.), 1-1 ¼ CUP READY-TO-EAT CEREAL, 1- 6” TORTILLA, ½ REGULAR SIZE BUN, 1 BISCUIT, 1 MUFFIN, ½ ENGLISH MUFFIN, ½ C. STUFFING/DRESSING, 5-7 CRACKERS
VEGETABLE AND/OR FRUIT – 3 SERVINGS (COMBINED DAILY TOTAL)	
1 SERVING EQUALS: ½ CUP COOKED OR FRESH, 1 CUP RAW LEAFY GREENS, ½ CUP 100% JUICE, OR ¼ CUP DRIED FRUIT. SOUP IS TYPICALLY AN 8 OZ. (1 CUP) SERVING; HOWEVER, THE PORTION SIZE SHOULD BE NOTED ON THE MENU BY THE PERSON APPROVING THE MENUS. THE LIST BELOW IS NOT COMPREHENSIVE. FOR A COMPLETE LIST SEE “VEGETABLE SUBGROUPS” ON PAGE 6 OF THIS DOCUMENT. ALSO, ADDITIONAL INFORMATION FOR PORTION SIZES CAN BE FOUND ON PAGES 4, 5, & 8 UNDER THE FRUIT, VEGETABLE AND DESSERT SECTIONS.	
<ul style="list-style-type: none"> DARK GREEN VEGGIE: AT LEAST 1 SERVING PER WEEK** 	BEET GREENS, BOK CHOY, BROCCOLI, COLLARD GREENS, DARK GREEN LEAFY LETTUCE, ENDIVE OR ESCAROLE, KALE, MUSTARD GREENS, PARSLEY, ROMAINE LETTUCE, SPINACH, TURNIP GREENS, WATERCRESS
<ul style="list-style-type: none"> RED/ORANGE VEGGIE: AT LEAST 2 SERVINGS PER WEEK** 	CARROTS, PUMPKIN, RED PEPPERS, SWEET POTATOES, TOMATOES TOMATO JUICE, WINTER SQUASH (ACORN, BUTTERNUT, HUBBARD)
<ul style="list-style-type: none"> BEANS/PEAS: AT LEAST 1 SERVING PER WEEK** 	BLACK BEANS, BLACK-EYED PEAS (MATURE, DRY), GARBANZO BEANS (CHICKPEAS) GREAT NORTHERN BEANS, KIDNEY BEANS, LENTILS, MUNG BEANS, NAVY BEANS PINK BEANS, PINTO BEANS, RED BEANS, SOYBEANS/EDAMAME, SPLIT PEAS, WHITE BEANS
<ul style="list-style-type: none"> STARCHY: AT LEAST 2 SERVINGS PER WEEK** 	CORN (YELLOW OR WHITE), GREEN LIMA BEANS, GREEN PEAS, PARSNIPS POTATOES, WATER CHESTNUTS
<ul style="list-style-type: none"> OTHER VEGGIES: AS DESIRED 	ASPARAGUS, BEAN SPROUTS, BEETS, BRUSSEL SPROUTS, CABBAGE, CAULIFLOWER, CELERY, CUCUMBERS, GREEN OR WAX BEANS, GREEN PEPPERS, ICEBERG OR HEAD LETTUCE, MUSHROOMS, ONIONS, SUMMER SQUASH, ZUCCHINI (SEE COMPLETE LIST ON P. 6)
FLUID MILK- 1 SERVING	8 FLUID OUNCES OR 1 CUP - SKIM OR 1%, IS PREFERRED AND CAN BE WHITE OR CHOCOLATE. SEE PAGES 6 & 7 FOR ADDITIONAL INFORMATION ON ALLOWABLE MILK CHOICES.
PROTEIN FOODS- 3 OZ. EACH MEAL MUST INCLUDE A TOTAL OF 3 EDIBLE OUNCES OF PROTEIN.	3 OZ. OF MEAT, FISH, CHEESE, ¾ CUP COTTAGE CHEESE, 1 ½ CUP BEAN SOUP, ¾ CUP COOKED BEANS/LEGUMES. OR USE A COMBINATION OF ANY OF THE FOLLOWING TO EQUAL 3 OUNCES: 1 OUNCE COOKED MEAT, POULTRY, FISH = 1-OUNCE PROTEIN 1 EGG = 1-OUNCE PROTEIN, 1-OUNCE CHEESE = 1-OUNCE PROTEIN 2 TABLESPOONS HUMMUS = 1-OUNCE PROTEIN ½ OUNCE PEANUTS, TREE NUTS, OR SOY NUTS = 1-OUNCE PROTEIN
FATS AND OILS – 1 SERVING	1 TEASPOON SERVED ON SIDE OR USED IN COOKING.
DESSERT – 1 SERVING (OPTIONAL)	½ CUP - FRUIT OR VEGETABLE OFFERED AS A DESSERT OR CONTAINED IN A DESSERT MAY COUNT TOWARD THE FRUIT OR VEGETABLE COMPONENT, RESPECTIVELY.

** Based on 5-day week. The Meal Pattern is based on the current Dietary Guidelines for Americans <https://health.gov/dietaryguidelines/2015/guidelines/>

PORTION SIZES

- THE CATERER WILL FOLLOW STANDARDIZED PORTION CONTROL PROCEDURES TO ENSURE THAT EACH SERVED MEAL IS UNIFORM AND SATISFIES MEAL PATTERN REQUIREMENTS AND HELPS PREVENT SHORTAGES. THIS WILL BE DONE BY MARKING THE SERVING SIZE AND RECOMMENDED SERVING UTENSIL ON THE MENU FOR PEOPLE SERVING THE FOOD TO FOLLOW.

MEAL COMPONENTS

PROTEIN FOODS

AT LEAST 3-OZ. EQUIVALENT OF EDIBLE PROTEIN FOODS MUST BE OFFERED AS PART OF EACH MEAL.

- 3 OZ. COOKED MEAT (3 OZ. = 1 SMALL STEAK OR HAMBURGER)
- 3 OZ. COOKED POULTRY, 3 SANDWICH SLICES OF DELI MEAT (3 OZ. = 1 SMALL CHICKEN BREAST)
- 3 OZ. COOKED FISH OR SEAFOOD (3 OZ. = 1 SMALL SALMON STEAK OR TROUT)
- 6 OZ. FRANKFURTER
- 3 LARGE EGGS
- 3/4 CUP COOKED DRY BEANS OR PEAS, 1 1/2 CUP SPLIT PEA SOUP, 1 1/2 CUP LENTIL SOUP, 1 1/2 CUP BLACK BEAN SOUP, 3 FALAFEL PATTIES (2 1/4" ACROSS) *
- 3/4 CUP TOFU
- 3 OZ. COOKED TEMPEH
- 6 TABLESPOONS HUMMUS
- 3/4 CUP COTTAGE CHEESE (3 OZ. EQUIVALENT)
- 3 TABLESPOON NUT/SEED BUTTER

ITEMS THAT CAN BE ADDED ON DAYS WITH CASSEROLES OR WHEN ADDITIONAL PROTEIN IS NEEDED:

- 1/2 OZ. NUTS, 12 ALMONDS, 24 PISTACHIOS, 7 WALNUT HALVES (1 OZ. EQUIVALENT)
- 1/2 OZ. SEEDS (1 OZ. EQUIVALENT)
- 1/4 CUP RICOTTA CHEESE (1 OZ. EQUIVALENT)
- 1 OZ. CHEESE (HARD OR SOFT)
- 2 OZ. PROCESSED CHEESE FOOD OR CHEESE SPREAD (1 OZ. EQUIVALENT)
- 1/2 CUP YOGURT, GREEK YOGURT, OR SOY YOGURT (PLAIN, FLAVORED, SWEETENED, UNSWEETENED) (1 OZ. EQUIVALENT)

* BECAUSE OF THEIR HIGH NUTRIENT CONTENT, BEANS/PEAS CAN BE COUNTED AS EITHER A VEGETABLE OR PROTEIN FOOD **BUT NOT BOTH IN THE SAME MEAL.**

GUIDELINES FOR OFFERING PROTEIN FOODS:

- FILLERS OR BREADING USED IN PREPARATION ARE NOT TO BE COUNTED AS PART OF THE PORTION WEIGHT.
- MEAT PORTIONS WEIGH LESS AFTER COOKING. PLAN TO ALLOW FOR SHRINKAGE.
- TAKE INTO ACCOUNT THE INEDIBLE PARTS, SUCH AS BONE, SKIN, AND SOMETIMES FAT, WHICH WILL NOT COUNT AS PART OF THE PORTION.
- SELECT SOME FISH AND SEAFOOD THAT ARE RICH IN OMEGA-3 FATTY ACIDS, SUCH AS SALMON, TROUT, SARDINES, ANCHOVIES, HERRING, PACIFIC OYSTERS, AND ATLANTIC AND PACIFIC MACKEREL.
- CASSEROLE ENTRÉES (COMBINATION OF MEAT AND STARCH, VEGETABLE, COOKED DRIED BEANS OR CREAMED SAUCE) ARE COST-EFFECTIVE. HOWEVER, BECAUSE IT CAN BE DIFFICULT TO MEET THE PROTEIN FOOD REQUIREMENT, RECIPES CAN BE ADJUSTED ACCORDINGLY BY SUPPLEMENTING THE MEAL WITH ADDITIONAL PROTEIN-RICH PRODUCTS.
- WHEN PLANNING AND SERVING VEGETARIAN MEALS, COMBINE FOODS WHICH ARE CONSIDERED "INCOMPLETE PROTEINS" TO CREATE "COMPLETE PROTEIN" FOODS (E.G., LEGUMES WITH GRAINS = COMPLETE PROTEIN; BEANS WITH CORN = COMPLETE PROTEIN; BEANS

WITH RICE = COMPLETE PROTEIN;
PEANUTS WITH WHEAT = COMPLETE
PROTEIN).

- **REDUCE FAT BY:**

- PREPARING PROTEIN FOODS WITH
LITTLE OR NO FAT. USING OIL INSTEAD
OF SOLID FAT.

- No DEEP-FRIED FOODS

- CHOOSING LOW-FAT PREPARED FOODS

- CHOOSE LEAN OR LOW-FAT MEAT
AND POULTRY.
- MOST CHEESE OFFERED SHOULD
BE REDUCED FAT OR LOW FAT.
- MOST YOGURT OFFERED SHOULD
BE FAT FREE OR LOW FAT.

- **REDUCE SODIUM BY:**

- LESSENING SALT IN RECIPES

- MAKE SOUPS OR STEWS FROM SCRATCH
WITHOUT PURCHASED SOUP BASE, USE
REDUCED SODIUM SOUP BASE FOR
SOUPS AND STEWS, OR DILUTE HIGH
SODIUM SOUP BASE.

- CHOOSING PROTEIN FOODS WHICH ARE
RELATIVELY LOW IN SODIUM.

- LIMIT PROCESSED MEATS SUCH AS
HAM, BACON, SAUSAGE,
FRANKFURTERS, AND LUNCHEON
OR DELI MEATS THAT TYPICALLY
HAVE ADDED SODIUM.

- FRESH CHICKEN, TURKEY, AND
PORK THAT HAVE BEEN ENHANCED
WITH A SALT-CONTAINING
SOLUTION ALSO HAVE ADDED
SODIUM. CHECK THE PRODUCT
LABEL FOR STATEMENTS SUCH AS
“SELF-BASTING” OR “CONTAINS
UP TO ___% OF ___”, WHICH MEAN
THAT A SODIUM-CONTAINING
SOLUTION HAS BEEN ADDED TO
THE PRODUCT.

- CHOOSE UNSALTED NUTS AND
SEEDS.

- PREPARE MEAT, POULTRY, AND
FISH WITHOUT BREADING

- CHOOSE LOWER SODIUM CHEESES

- ANY ITEM LABELED WITH THE WORDING
“IMITATION” CHEESE OR CHEESE
“PRODUCT” DOES NOT MEET THE
NUTRIENT REQUIREMENTS AND CANNOT
BE COUNTED AS A PROTEIN FOOD.

- CHEESE MUST BE PASTEURIZED AND SOFT
CHEESES SUCH AS FETA, BRIE,
CAMEMBERT, BLUE-VEINED CHEESES,
AND QUESO FRESCO SHOULD BE USED
WITH EXTREME CAUTION, AS THEY ARE
AT INCREASED RISK FOR CONTAMINATION
WITH *LISTERIA MONOCYTOGENES*.

GRAINS

EXAMPLES OF SERVING SIZES FOR SOME
FOODS IN THIS GROUP ARE AS FOLLOWS:

- ¼ LARGE BAGEL OR 1 MINI BAGEL
- 1 BISCUIT, 2 INCHES ACROSS
- 1 REGULAR SLICE BREAD, 1 SMALL SLICE
FRENCH BREAD, 4 SNACK SIZE SLICES
- ½ CUP COOKED GRAINS (BARLEY,
BULGUR, RICE, PASTA, NOODLES)
- 1 PIECE OF CORNBREAD, 2½-IN. X 1 ¼” X
1 ¼”
- 7 CRACKERS (SQUARE OR ROUND), 5
WHOLE WHEAT CRACKERS
- ½ ENGLISH MUFFIN
- 1 MUFFIN, 2½ IN. ACROSS
- ½ CUP COOKED OATMEAL, 1 PACKET
INSTANT OATMEAL

- 1 PANCAKE (4 ½” ACROSS), 2 PANCAKES
(3” ACROSS)
- 1 CUP READY-TO-EAT CEREAL (FLAKES,
ROUNDS), 1 ¼ CUP PUFFED
- 1 FLOUR OR CORN TORTILLA (6” ACROSS)
- ½ REGULAR SIZE BUN
- ½ CUP DRESSING/STUFFING

GUIDELINES FOR OFFERING GRAINS:

- HALF OF ALL GRAINS OFFERED WILL BE
WHOLE GRAIN.
- WHEN REFINED GRAINS ARE OFFERED,
THEY SHOULD BE ENRICHED.
- OFFER A VARIETY OF LOW-FAT, WHOLE-
GRAIN, WHEAT, BRAN, OR RYE BREAD, AS
WELL AS CEREAL PRODUCTS.

- **LIMIT HIGH-FAT BREAD AND BREAD-ALTERNATE SELECTIONS SUCH AS BISCUITS, QUICK BREAD, MUFFINS, CORNBREAD, DRESSINGS, CROISSANTS, FRIED HARD TORTILLAS AND OTHER HIGH-FAT CRACKERS.**
- **POTATOES DO NOT COUNT AS A GRAIN MEAL COMPONENT; THEY ARE A VEGETABLE.**
- **REDUCE SODIUM BY:**
 - CHOOSING NOT TO ADD SALT TO COOKING WATER FOR PASTA OR RICE.
 - CHOOSING LOWER SODIUM SANDWICH BREADS, ROLLS, BAGELS, AND BUNS.

FRUIT

SERVING SIZES ARE GENERALLY AS FOLLOWS:

- ½ CUP OF FRESH, FROZEN, OR CANNED FRUIT, COOKED OR RAW
- ¼ CUP DRIED FRUIT
- ½ CUP OF 100% FRUIT JUICE
- 1 SMALL PIECE FRESH FRUIT
- 16 GRAPES

GUIDELINES FOR OFFERING FRUIT:

- NO MORE THAN ONE SERVING PER MEAL MAY COME FROM FRUIT JUICE.
- PREPARE FRUIT WITHOUT ADDED FAT OR SUGAR WHENEVER POSSIBLE.
 - USE FRESH, FROZEN, OR CANNED FRUITS; PACKED EITHER IN THEIR OWN JUICE, OR IN LIGHT SYRUP, OR WITHOUT SUGAR.
 - FOR PEOPLE WITH DIABETES, THE MOST COMMONLY RECOMMENDED DESSERT IS FRUIT, WHICH SHOULD BE FRESH, FROZEN OR CANNED; WITHOUT ADDED SUGAR OR PACKED IN NATURAL JUICE.
- MOLDED SALADS CAN COUNT AS A FRUIT/VEGETABLE SERVING IF THE RECIPE IS MODIFIED SO THAT EACH SERVING CONTAINS A MINIMUM OF 1/8 CUP OF FRUIT/VEGETABLE, THEN IT CAN BE COUNTED TOWARD THE DAILY TOTAL.
- FRUITS MAKE MEALS ATTRACTIVE AND OFFER VARIETY IN COLOR, FLAVOR, TEXTURE AND SHAPE.
- SOME FRESH FRUIT MAY NEED TO BE CUT, SLICED, OR PEELED FOR EASIER CHEWING.

VEGETABLES

SERVING SIZES ARE GENERALLY AS FOLLOWS:

- ½ CUP OF FRESH, FROZEN, OR CANNED VEGETABLES, COOKED OR RAW
- ½ CUP MASHED VEGETABLES, COOKED
- ½ CUP COOKED BEANS/PEAS
- 1 CUP OF RAW LEAFY GREENS
- ½ CUP OF 100% VEGETABLE JUICE
- 1 MEDIUM CARROT, APPROXIMATELY 6 BABY CARROTS
- 1 SMALL BELL PEPPER
- 1 SMALL RAW WHOLE TOMATO (2 ¼" ACROSS), 1 MEDIUM CANNED TOMATO
- ½ LARGE BAKED SWEET POTATO (2 ¼" ACROSS)
- APPROXIMATELY ½ ACORN SQUASH
- 1 SMALL EAR OF CORN (ABOUT 6" LONG)

- ½ MEDIUM WHITE POTATO (2 ½” TO 3” ACROSS)
- 1 LARGE STALK OF CELERY (11” TO 12” LONG)

BASED ON THEIR NUTRIENT CONTENT, VEGETABLES ARE ORGANIZED INTO FIVE SUBGROUPS: DARK GREEN VEGETABLES, RED/ORANGE VEGETABLES, STARCHY VEGETABLES, BEANS AND PEAS, AND OTHER VEGETABLES. LISTED BELOW ARE SAMPLES OF COMMONLY-EATEN VEGETABLES FOUND IN EACH OF THE REQUIRED VEGETABLE SUBGROUPS. *THE LIST IS NOT ALL-INCLUSIVE. PLEASE VISIT FOR FULL CHART:*

[HTTPS://WWW.ISBE.NET/DOCUMENTS/VEGETABLE-SUBGROUPS.PDF](https://www.isbe.net/Documents/vegetable-subgroups.pdf) OR SEE CHART AT END OF THIS DOCUMENT.

FOOD BUYING GUIDE [HTTP://FBG.NFSML.ORG/](http://fbg.nfsml.org/) YOU CAN SEARCH BY FOOD GROUPS AND THIS IS HANDY FOR ORDERING VEGGIES IN THE VARIOUS COLOR CATEGORIES. JUST SELECT “FOOD CATEGORIES” AND YOU WILL SEE DARK GREEN, RED/ORANGE, LEGUME/BEAN, ETC... THIS CAN HELP GIVE YOU IDEAS UNDER THE VEGETABLE AND FRUIT COLOR REQUIREMENTS.

[HTTP://FBG.NFSML.ORG/DESCRIPTIONS.ASPX?GROUP=2](http://fbg.nfsml.org/descriptions.aspx?group=2)

GUIDELINES FOR OFFERING VEGETABLES:

NO MORE THAN ONE SERVING PER MEAL MAY COME FROM VEGETABLE JUICE.

- **REDUCE FAT BY:**
 - PREPARING VEGETABLES WITH LITTLE OR NO FAT.
 - STEAMING, BAKING OR BOILING VEGETABLES RATHER THAN FRYING
- OFFER FIBER-RICH VEGETABLES (INCLUDING RAW AND COOKED).
- OFFER FRESH OR FROZEN VEGETABLES WHENEVER POSSIBLE.
- **REDUCE SODIUM BY:**
 - CHOOSING NOT TO ADD SALT TO COOKING WATER FOR VEGETABLES.
 - USING CANNED VEGETABLES LESS OFTEN AND FRESH OR FROZEN VEGETABLES WITHOUT ADDED SAUCE OR SODIUM MORE OFTEN.
 - PREPARING POTATOES WITHOUT ADDED SALT.
 - SERVING LOWER SODIUM VEGETABLE JUICE.
 - CHOOSING LOWER SODIUM CANNED TOMATO PRODUCTS
- **NOODLES, PASTA, SPAGHETTI, RICE OR DRESSING ARE GRAINS, NOT VEGETABLES.**

- VEGETABLES MAKE MEALS ATTRACTIVE AND OFFER VARIETY IN COLOR, FLAVOR, TEXTURE AND SHAPE.
- SOME VEGETABLES MAY NEED TO BE CUT, SLICED, OR PEELED FOR EASIER CHEWING.

MOLDED SALADS CAN COUNT AS A VEGETABLE SERVING IF THE RECIPE IS MODIFIED SO THAT EACH SERVING CONTAINS A SERVING OF VEGETABLE. **HOWEVER, THERE MUST BE AT LEAST 1/8 OF A CUP OFFERED THAT CAN COUNT TOWARD THE TOTAL. FOR EXAMPLE, ¼ CUP RAISINS + ¼ CUP CARROTS IN CARROT RAISIN SALAD = ½ CUP SERVING OR 1/8 CUP DRIED FRUIT IN A SALAD PLUS ¾ CUP LETTUCE = 1 SERVING OF THE REQUIRED 3 FRUIT/VEGGIE COMBINATION.**

- POTATOES COUNT AS A VEGETABLE. INSTANT OR DEHYDRATED POTATOES MUST BE ENRICHED WITH VITAMIN C.
- **GREEN PEAS AND GREEN (STRING) BEANS ARE NOT CONSIDERED TO BE BEANS/PEAS. GREEN PEAS ARE SIMILAR TO OTHER STARCHY VEGETABLES AND ARE GROUPED WITH THEM. GREEN BEANS ARE CONSIDERED “OTHER” VEGETABLES BECAUSE THEIR NUTRIENT CONTENT IS SIMILAR TO THOSE FOODS.**

Vegetable Subgroups

In order to count a particular food toward the vegetable requirement, at least 1/8 cup must be offered. Based on their nutrient content, vegetables are organized into five subgroups: dark green vegetables, red/orange vegetables, starchy vegetables, beans and peas, and other vegetables. Listed below are samples of commonly-eaten vegetables found in each of the required vegetable subgroups. The list is not all-inclusive.

DARK GREEN fresh, frozen and canned		RED/ORANGE fresh, frozen and canned	BEANS AND PEAS (LEGUMES) * Canned, frozen or cooked from dry	
<ul style="list-style-type: none"> ■ arugula ■ beet greens ■ bok choy ■ broccoli ■ broccoli rabe (rapini) ■ broccolini ■ butterhead lettuce (Boston, bibb) ■ cabbage, Chinese or celery ■ chicory ■ cilantro ■ collard greens ■ endive ■ escarole ■ fiddle heads ■ grape leaves ■ kale ■ mesclun ■ mustard greens ■ parsley ■ spinach ■ Swiss chard ■ red leaf lettuce ■ romaine lettuce ■ turnip greens ■ watercress 	<ul style="list-style-type: none"> ■ carrots ■ chili peppers (red) ■ orange peppers ■ pimientos ■ pumpkin ■ red peppers ■ salsa (all vegetables) ■ sweet potatoes/yams ■ tomatoes ■ tomato juice ■ winter squash (acorn, butternut, Hubbard) 	<ul style="list-style-type: none"> ■ black beans ■ black-eyed peas (mature, dry) ■ cowpeas ■ fava beans ■ garbanzo beans (chickpeas) ■ Great Northern beans ■ kidney beans ■ lentils ■ lima beans, mature ■ mung beans ■ navy beans ■ pink beans ■ pinto beans ■ red beans ■ refried beans ■ soy beans/edamame ■ split peas ■ white beans 	<p>* Does not include green peas, green lima beans and green (string) beans</p>	
STARCHY fresh, frozen and canned		OTHER fresh, frozen and canned		
<ul style="list-style-type: none"> ■ black-eyed peas, fresh (not dry) ■ corn ■ cassava ■ cowpeas, fresh (not dry) ■ field peas, fresh (not dry) ■ green banana ■ green peas ■ jicama ■ lima beans, green (not dry) ■ parsnips ■ pigeon peas, fresh (not dry) ■ plantains ■ potatoes ■ poi ■ taro ■ water chestnuts 	<ul style="list-style-type: none"> ■ artichokes ■ asparagus ■ avocado ■ bamboo shoots ■ bean sprouts (alfalfa, mung) ■ beans, green and yellow ■ beets ■ Brussels sprouts ■ cabbage, green and red ■ cactus (nopales) ■ cauliflower ■ celeriac ■ celery ■ chayote (mirliton) ■ chives ■ cucumbers ■ daikon (oriental radish) 	<ul style="list-style-type: none"> ■ eggplant ■ fennel ■ garlic ■ horseradish ■ iceberg lettuce ■ kohlrabi ■ leeks ■ mushrooms ■ okra ■ olives ■ onions ■ peas in pod, e.g., snap peas, snow peas ■ pepperoncini ■ peppers (green sweet bell, green chilies, purple, yellow) 	<ul style="list-style-type: none"> ■ pickles (cucumber) ■ radishes ■ rhubarb ■ shallots ■ sauerkraut ■ snap peas ■ snow peas ■ spaghetti squash ■ tomatillo ■ turnips ■ wax beans ■ yellow summer squash ■ zucchini squash 	

¹ All vegetables are credited based on volume except raw leafy greens count as half the volume served and tomato paste and puree are credited based on the volume as if reconstituted (see the USDA's *Food Buying Guide*). Vegetable juice must be pasteurized 100 percent full-strength juice and cannot count for more than half of the weekly vegetables component.

² For more information, see the Dietary Guidelines at <http://health.gov/dietaryguidelines/dga2010/DietaryGuidelines2010.pdf> and the vegetables group in Choose My Plate at <http://www.choosemyplate.gov/food-groups/vegetables.html>.

FLUID MILK

SERVING SIZE IS GENERALLY 8 FLUID OUNCES (1 CUP).

THE FOLLOWING ARE ALL ALLOWABLE FOODS FOR THE MILK COMPONENT AS LONG AS THEY ARE FORTIFIED WITH VITAMIN D:

- SKIM OR NONFAT MILK, IF POSSIBLE (WHITE OR CHOCOLATE)
- LOW-FAT MILK (ONE PERCENT, WHITE OR CHOCOLATE)
- COCOA OR HOT CHOCOLATE **THAT IS MADE FROM FLUID MILK ONLY**
- LACTOSE-REDUCED MILK
- LACTOSE-FREE MILK
- SOY MILK FORTIFIED WITH CALCIUM AND VITAMINS A AND D

- LOW-FAT OR FAT-FREE BUTTERMILK
- GOAT'S MILK (MUST BE PASTEURIZED)
- POWDERED AND/OR SHELF-STABLE MILK

GUIDELINES FOR OFFERING MILK:

- MOST FLUID MILK PRODUCTS OFFERED SHOULD BE LOW-FAT OR FAT-FREE.
- CREAM, SOUR CREAM, AND CREAM CHEESE ARE NOT INCLUDED AS ALLOWABLE FOODS FOR THE MILK COMPONENT BECAUSE THEY ARE LOW IN CALCIUM.
- BUTTER IS CONSIDERED A FAT/OIL.

FATS AND OILS

SERVING SIZE IS GENERALLY ONE TEASPOON. MOST OILS ARE HIGH IN MONOUNSATURATED OR POLYUNSATURATED FATS, AND LOW IN SATURATED FATS. FOODS THAT ARE MAINLY OIL INCLUDE MAYONNAISE, CERTAIN SALAD DRESSINGS, AND SOFT (TUB OR SQUEEZE) MARGARINE WITH NO TRANS FATS.

SOLID FATS ARE FATS THAT ARE SOLID AT ROOM TEMPERATURE, LIKE BUTTER AND SHORTENING. SOLID FATS COME FROM MANY ANIMAL FOODS AND CAN BE MADE FROM VEGETABLE OILS THROUGH A PROCESS CALLED HYDROGENATION. SOME COMMON FATS ARE: BUTTER, MILK FAT, BEEF FAT (TALLOW, SUET), CHICKEN FAT, PORK FAT (LARD), STICK MARGARINE, SHORTENING, AND PARTIALLY HYDROGENATED OIL. A FEW PLANT OILS, INCLUDING COCONUT OIL, PALM OIL, AND PALM KERNEL OIL, ARE HIGH IN SATURATED FATS AND FOR NUTRITIONAL PURPOSES ARE CONSIDERED TO BE SOLID FATS.

GUIDELINES FOR OFFERING FATS AND OILS:

- WHEN BREAD IS NOT A PART OF THE MENU, FATS AND OILS USED IN COOKING CAN BE COUNTED FOR THE ONE TEASPOON IN THE MEAL PATTERN.
- FATS AND OILS MAY BE OFFERED AS A SPREAD, DIP, OR TOPPING FOR A MENU ITEM.
- WISCONSIN LAW REQUIRES THAT CUSTOMERS (I.E. PARTICIPANTS) BE TOLD WHICH SPREAD IS MARGARINE AND WHICH ONE IS BUTTER.
- REDUCE CONSUMPTION OF SATURATED FAT AND CHOLESTEROL BY:
 - SUBSTITUTING POLYUNSATURATED MARGARINE FOR BUTTER, LARD AND SATURATED FATS WHENEVER POSSIBLE.
 - USING FOOD-PREPARATION METHODS WHICH ADD AS LITTLE FAT AS POSSIBLE.
 - INCREASING FOOD-PREPARATION USE OF MONOUNSATURATED AND POLYUNSATURATED VEGETABLE OILS, SUCH AS OLIVE, PEANUT, CORN, SAFFLOWER, CANOLA, COTTONSEED AND SOYBEAN OILS.
 - ELIMINATING PALM OIL IN FOOD PREPARATION.
- **REDUCE SODIUM BY:**
 - MAKING SALAD DRESSINGS FROM SCRATCH WITHOUT ADDED SALT.
 - USE "LOW SODIUM" OR "REDUCED SODIUM" SALAD DRESSING
 - MAKE SAUCES FROM SCRATCH WITHOUT PURCHASED SOUP BASE OR

USE REDUCED SODIUM SOUP BASE FOR SAUCES.

- USING OLIVE OIL, VEGETABLE OIL, AND UNSALTED BUTTER IN COOKING RATHER THAN SALTED BUTTER.
- SERVING SALAD DRESSING ON THE SIDE.
- GRAVIES AND SAUCES ARE A KEY COMPONENT FOR TEMPERATURE CONTROL IN HOME-DELIVERED MEALS; THEY ARE OFTEN A NECESSITY. NUMEROUS RECIPES AND MIXES FOR LOW-FAT AND LOW-SODIUM GRAVIES AND SAUCES ARE AVAILABLE FOR USE IN ENTRÉES.
- TO SUCCESSFULLY IMPLEMENT THESE SUGGESTIONS WITH MEAL PROVIDERS, REVIEW INGREDIENTS OF READY-PREPARED PRODUCTS AND MAKE CHANGES WHEN POSSIBLE.

DESSERT (OPTIONAL)

FRUIT OR VEGETABLE OFFERED AS A DESSERT OR CONTAINED IN A DESSERT MAY COUNT TOWARD THE FRUIT OR VEGETABLE COMPONENT, RESPECTIVELY. HOWEVER, THERE MUST BE AT LEAST 1/8 OF A CUP OFFERED THAT CAN COUNT TOWARD THE FRUIT/VEGETABLE COMPONENT. EX. (1/8 CUP RAISINS + 1/8 CUP CRAISINS + 1/4 CUP APPLES ALL IN AN APPLE CRISP RECIPE = 1 1/2 SERVINGS FRUIT/VEGETABLE) OR (1/8 CUP CRAISINS IN A SALAD + 1/8 CUP RAISINS IN AN OATMEAL COOKIE = 1 FRUIT/VEGETABLE SERVING) OR 1/4 CUP RAISINS + 1/4 CUP CARROTS IN CARROT RAISIN SALAD = 1 1/2 FRUIT/VEGETABLE SERVINGS).

GUIDELINES FOR OFFERING DESSERT:

- INCREASE CONSUMPTION OF FRUITS AND COMPLEX CARBOHYDRATES TO PROVIDE ADEQUATE FIBER AND TO LOWER FAT AND CHOLESTEROL.
- LOW-SUGAR OR SUGAR-FREE DESSERTS WILL BE AVAILABLE TO INDIVIDUALS WHO REQUEST THEM FOR HEALTH REASONS.
- INCREASE NUTRIENTS AND REDUCE FAT BY PREPARING DESSERTS WITH LITTLE OR NO FAT.
 - CONSIDER SUBSTITUTING APPLESAUCE, MASHED BANANA, MASHED OR PUREED BEANS, SHREDDED CARROTS, ZUCCHINI, ETC... INTO RECIPES
- LIMIT FREQUENCY OF DESSERTS HIGH IN SUGAR AND FAT.
- OFFER PLAIN COOKIES, ANGEL FOOD CAKE, GINGERBREAD, PUDDING, YOGURT, CAKES WITHOUT FROSTINGS, OR PIES MADE WITH RECIPES ALTERED TO PROVIDE LESS SUGAR AND LESS FAT.
- BECAUSE ICE CREAM IS HIGH IN SATURATED FAT, OFFER IT ONLY OCCASIONALLY, OR AS A SMALL AMOUNT OF TOPPING ON A FRUIT DESSERT. ICE MILK, SHERBET, SORBET AS GOOD ALTERNATIVES.
- OFFER LOW-FAT MILK AND CALCIUM-CONTAINING DESSERTS SUCH AS FROZEN YOGURT, LOW-FAT CUSTARDS AND LOW-FAT PUDDING, YOGURT PARFAIT, ETC.
- TO SUCCESSFULLY IMPLEMENT THESE SUGGESTIONS WITH MEAL PROVIDERS, REVIEW INGREDIENTS OF READY-PREPARED PRODUCTS AND MAKE CHANGES WHEN POSSIBLE.

Nutrition Standards at a Glance

Meal Pattern (One Meal) – Lunch and Dinner Meal Component	Minimum # of Servings per Meal	Serving Size Examples
Grains	1	1 regular slice bread, 1/2 cup cooked, 1 cup ready-to-eat cereal, 1 6” tortilla, 1/2 regular size bun
Fruit and/or Vegetable	3	1/2 cup fresh, frozen, or canned (cooked or raw), 1/4 cup dried fruit, 1 cup raw leafy greens, 1/2 cup 100% fruit or vegetable juice
Dark Green Vegetable		1 serving per week*
Red/Orange Vegetable		2 servings per week*
Beans/Peas		1 serving per week*
Starchy Vegetable		2 servings per week*
Fluid Milk	1	8 fluid ounces or 1 cup
Protein Foods	1	3 oz. equivalent

Fats and Oils	1	1 teaspoon served on side or used in cooking
Dessert (optional)	1	1/2 cup Fruit or vegetable contained in a dessert may count toward the fruit or vegetable component, respectively.

Meal Pattern (One Meal) – Breakfast Meal Component	Minimum # of Servings per Meal	Serving Size Examples
Grains	1	1 regular slice bread, ½ cup cooked, 1 cup ready-to-eat cereal, 1 6” tortilla, ½ regular size bun
Fruit and/or Vegetable*	2	½ cup fresh, frozen, or canned (cooked or raw), ¼ cup dried fruit, 1 cup raw leafy greens, ½ cup 100% fruit or vegetable juice
Fluid Milk	1	8 fluid ounces or 1 cup
Protein Foods	1	3 oz. equivalent
Fats and Oils	1	1 teaspoon served on side or used in cooking
Additional Required Item	1	Choose one of the following: <input type="checkbox"/> ½ cup serving of fruit/vegetable <input type="checkbox"/> 1 serving of grains

EACH MEAL MUST CONTAIN:

Nutrient Standard

Nutrient	Target*	Acceptable range (if applicable)
Calories	725 calories	600–800 calories
Protein	25 g	
Carbohydrates**	44 g**	
Dietary fiber	8 g	
Saturated fat	< 10% of calories or approximately 7 g	
Calcium	400 mg	
Potassium	1300 mg	1100–1700 mg
Sodium	1100 mg	765–1200 mg
Vitamin B12	0.8 mcg	
Vitamin D***	120 IU	

- This is the minimum required amount per meal unless otherwise noted in the Acceptable range column
- A minimum target of 44 grams of carbohydrates per meal is recommended for the nutrition program's general population but not required.
- Minimum requirements for Vitamin D are difficult to reach without using fortified foods or supplements. Nutrition education will be provided to participants about the selection of foods that are good sources of Vitamin D annually.



STANDARD TERMS AND CONDITIONS

JEFFERSON COUNTY

Exhibit A

- 1.0 APPLICABILITY:** Any person who submits a bid or proposal to Jefferson County shall be bound by these Standard Terms & Conditions. These Standard Terms and Conditions shall apply to any contract or order awarded as a result of a request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments (including this Ex. A) shall constitute the entire contract and no other terms and conditions in any document, or acknowledgment shall be effective or binding unless expressly agreed in writing by the contracting authority.
- 2.0 DEFINITIONS:** As used herein, “vendor” includes a provider of goods or services, or both who is responding to an RFP (Request for Proposal) or RFB (Request for Bid), and “bid” includes a response to either an RFP or request for bids.
- 3.0 SPECIFICATIONS:** The specifications outlined in the request are the minimum acceptable. When specific manufacturers and models are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, stock number, and other such information necessary to establish equivalency. Jefferson County shall be the sole judge of alternate equivalency. Vendors are cautioned to avoid proposing alternates to specifications that may result in rejection of their bid.
- 4.0 DEVIATIONS & EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be liable for any injury resulting from any deviation.
- 5.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.
- 6.0 QUANTITY:** The quantities shown on the request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.
- 7.0 PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by Jefferson County.
- 8.0 ACCEPTANCE-REJECTION:** Jefferson County reserves the right, in its sole discretion, to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interest of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County.
- 9.0 SUBMISSION:** Bids/proposals must be date and time stamped by the soliciting office on or before the date and time that the bid/proposal is due. The contents of the bid/proposal of the successful vendor will become contractual obligations if procurement action ensues.
- 10.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to Jefferson County on a quality versus price basis.
- 11.0 ACCEPTANCE:** Written notice of award to a vendor in the form a purchase order or other document, delivered to the physical or electronic address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both the parties shall be used when required by the Jefferson County Purchasing Ordinance.
- 12.0 INDEPENDENT CONTRACTOR:** The vendor, its officers, agents, and employees, in performance of this contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of Jefferson County. The vendor agrees to take such steps as may be necessary to ensure that each subcontractor of the vendor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the County. The vendor shall not take any action, or make any omission, that may imply, or cause others to reasonably infer that the vendor is acting as the County’s agent in any matter or in any way not expressly authorized by this contract.
- 13.0 PUBLIC RECORDS:** Vendor understands the County is bound by the Wisconsin Public Records Law. Pursuant to Wis. Stat. §19.36(3), Vendor may be obligated to produce, to a third-party, the records of Vendor that are “produced or collected” by Vendor under this contract (“Records”). Vendor is further directed to Wis. Stat. §19.21, et. seq., for the statutory definition of Records subject to disclosure under this paragraph, and Vendor acknowledges that it has read and understands that definition. Vendor’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this contract, and Vendor shall indemnify, defend, and hold the County harmless from liability due such breach.

14.0 PROPRIETY INFORMATION: Any restrictions on the use of date contained within a bid/request, must be clearly stated in the bid itself. Bid/proposal prices cannot be held as confidential. Proprietary information submitted in response to a request will be handled in accordance with Wisconsin Public Records law. The County will not release any records designated as a trade secret to the public without first notifying the vendor. The burden of maintaining and defending the trade secret designation shall be upon the vendor. Vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of the designation, the County shall be obligated to and will release the records.

15.0 PAYMENT TERMS: Unless otherwise agreed, Jefferson County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. The County reserves the right to withhold payment without interest or penalty upon a good faith dispute.

16.0 COST REIMBURSEMENT CONTRACTS: Where payment to vendor is based on vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. The County shall have the right to audit, review, examine, copy and transcribe any pertinent records relating to any contract resulting from this bid/proposal held by the vendor. The vendor shall retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

17.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

18.0 APPLICABLE LAW & COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Jefferson County Circuit Court. The vendor shall comply with all federal and state laws, local ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. Jefferson County expressly reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

19.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this Contract may be assigned or delegated without the prior written consent of Jefferson County.

20.0 NON-DISCRIMINATION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation and selection for training. Failure to comply with the conditions of this paragraph may result in the vendor becoming an ineligible vendor and/or termination of the contract.

21.0 PATENT, COPYRIGHT, & TRADEMARKS: The vendor guarantees goods sold to Jefferson County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

22.0 SAFETY REQUIREMENTS: All materials, equipment and supplies provided to Jefferson County must fully comply with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA standards.

23.0 WARRANTY: Vendor specifically warrants that all equipment, supplies, and/or services shall: 1) conform to each and every specification, drawing, sample or other description that was furnished or adopted by Jefferson County, 2) be fit and sufficient for the purpose expressed in the RFB/RFP, 3) be merchantable, 4) be of good materials and workmanship, and 5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance or of payment for such equipment, supplies, and/or services.

24.0 INDEMNIFICATION: Vendor shall indemnify, hold harmless and defend Jefferson County, its officials, employees, representatives and agents against any and all liability, loss (including but not limited to property damage, bodily injury, and loss of life), damages, costs or expenses which Jefferson County, its officers, officials, employees, representatives, and agents may sustain, incur or be required to pay by reason of vendor furnishing the goods and/or services required under this contract. The obligations set forth in this paragraph shall survive the termination or expiration of this contract. The vendor's duty to defend, indemnify, and hold harmless under this contract shall not be limited by the insurance required by Paragraph 25 below.

25.0 INSURANCE: In order to protect itself and Jefferson County, the vendor shall, at vendor's own expense, obtain and at all times during the term of this Contract keep in full force and effect the insurance coverages, limits, and endorsements listed below. Vendor shall provide proof of insurance to County upon request. When obtaining required insurance, vendor agrees to preserve the County's subrogation rights in all such matters that may arise that are covered by vendor's

insurance. Jefferson County expressly reserves the right to require higher or lower insurance limits where the County deems it necessary.

25.1 General Commercial Liability: Vendor agrees to maintain General Commercial Liability insurance against any claim(s) which might occur in carrying out this contract, including bodily injury and property damage at a limit of not less than \$1,000,000 per occurrence, including products liability and completed operations. The policy shall list Jefferson County as an Additional Insured.

25.2 Automobile Liability: Vendor agrees to maintain Auto Liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract, at a limit of not less than \$1,000,000 per occurrence.

25.3 Environmental Impairment (Pollution) Liability: Vendor agrees to maintain Environmental Impairment (Pollution) insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden.

25.4 Worker's Compensation: Vendor agrees to maintain Worker's Compensation insurance at Wisconsin statutory limits for all employees engaged in work.

25.5 Umbrella/Excess Liability: Vendor may satisfy the minimum liability limit required above under an Umbrella or Excess Liability policy. Vendor agrees to list Jefferson County as an Additional Insured on its Umbrella or Excess Liability policy.

26.0 SUBCONTRACTING: Vendor shall not subcontract any portion of this contract without the written consent of the County. No subcontract shall, under any circumstances, relieve the vendor of liability and obligation under this contract. Vendor shall be fully responsible to the County for acts, errors, or omission of any subcontractor.

27.0 FINANCIAL INTEREST PROHIBITED: Under Wis. Stat. §946.13, County employees and officials are prohibited from holding a private pecuniary interest, direct or indirect in any public contract. By executing this contract, each party represents that it has no knowledge of a County employee or official involved in the making or performance of the Contract that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of Wis. Stat. §946.13 may result in this Contract being voided at the discretion of the County.

28.0 RECORD KEEPING & RETENTION: Vendor shall maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County shall

have the right to audit, review, examine and copy any pertinent records relating to any contract resulting from vendor's bid/proposal. Vendor shall retain all records applicable to the contract for a period of not less than five (5) years after final payment is made.

29.0 CANCELLATION: Jefferson County reserves the right to terminate any contract without penalty due to non-appropriation of funds or failure of the vendor to comply with the terms, conditions, and specifications of this contract. This paragraph does not relieve Jefferson County of its responsibility to pay for services or goods provided or furnished to the County prior to the effective date of termination.

30.0 NO WAIVER: In no event shall the making of any payment or acceptance of any product or service required by this contract constitute or be construed as a waiver by Jefferson County of any breach of the covenants of this contract or a waiver of any default of the successful vendor, and shall in no way impair or prejudice the right the County with respect to recovery of damages or other remedy as a result of such breach or default.

31.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes include, but are not limited to, acts of nature or the government, fires, floods, epidemics, quarantine restrictions, strike, freight embargoes, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

32.0 SEVERABILITY: If any provision of this contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the contract shall remain valid and in full force and effect.