



AGING & DISABILITY RESOURCE CENTER
221 WEST SEMINARY ST.
RICHLAND CENTER, WI 53581
PHONE: (608)647-4616 | FAX: (608)647-6611

AGING AND DISABILITY RESOURCE CENTER OF RICHLAND COUNTY PROCUREMENT PROCESS REQUEST FOR PROPOSAL (RFP)

To Whom It May Concern:

The Aging and Disability Resource Center of Richland County (ADRC of Richland County), a unit within Richland County Health and Human Services, is soliciting price quotes for the provision of meals, as defined below for the Senior Nutrition Program, in the following communities/service areas:

- Richland Center Dining Site located at Woodman Senior Center, 1050 N. Orange St., Richland Center, WI 53581
- Rockbridge Dining Site located at the Bethlehem Lutheran Church, 25500 Rockbridge School St., Richland Center, WI 53581
- Future Potential of Germantown Dining Site located at St. Anthony's School basement, 32497 County Hwy. V, Cazenovia, WI 53924

Purpose:

To provide persons 60 and older with a healthy, high-quality and safe meal that meets 1/3rd of the Dietary Reference Intakes and Recommended Daily Allowances. The program also offers opportunities for socialization and a well-person check.

Vendor Responsibilities:

1. Prepare and deliver meals that fulfill the following requirements: **See Part Seven Addendum 1: Guide to Implement Dietitian Recommendations for the WI Elder Nutrition Program Menus.**
2. Meals for dining sites will be delivered in bulk by the vendor and individually packaged for home delivered by the ADRC staff and volunteers. **Please consider the following as you submit your proposal:**
 - a. **Bulk Food:** Must be in packaged bulk pans that are securely sealed.
 - i. If the bulk meals will be transported to the site by the vendor, they must be placed inside equipment that will retain the temperature of the food above 140 degrees and below 41 degrees Fahrenheit.
3. Requirements
 - a. **Option 1**
 - i. It will be the vendor's responsibility to prepare food in accordance with the menu specifications herein. It will be the vendor's responsibility to deliver food according to an established delivery schedule as determined by the vendor and ADRC of Richland County. Bid package must include a tentative delivery schedule. If vendor does not

have the capacity to transport food to the dining sites, ADRC of Richland County will assume responsibility for transporting food from caterer to dining sites with ADRC staff and volunteers.

- ii. Additionally, vendor shall prepare frozen meals which service rural clients who cannot receive hot Home Delivered Meals. Vendor shall prepare the same meals and then freeze said meals in home delivered frozen trays, provided by the ADRC of Richland County. Frozen meals will be delivered weekly to the Richland Center Meal Site (1050 N. Orange St., Richland Center, WI 53581) where meals will be put into freezers. Frozen meals will be ordered by a specified time as determined by vendor and ADRC of Richland County.
- iii. Meals will be delivered to the Richland Center Dining site for the two dining sites listed above with a potential increase of a third site (Richland Center, Rockbridge, and potentially Germantown) for ADRC staff and volunteers to package.
- iv. The quality of the prepared food is expected to be of such condition as to be pleasing, appetizing, palatable, and of such color, smell, texture, size, shape as is appropriate to the food items served.
- v. Food shall be delivered at safe temperatures to prevent foodborne illness: hot food shall be delivered at 140°F or above and cold food shall be delivered at 41°F or below. Frozen food shall be delivered at 32°F or below. ADRC staff will temp food upon arrival to ensure safe temperatures.
- vi. Food containers must be labeled with the dining site location.
- vii. All foods must be prepared, stored and delivered to dining sites, in such a sanitary manner that, at issuance, it will not be or become contaminated.
- viii. Vehicles used to deliver food must be equipped with clean containers or cabinets to store the food while in transit. The container or cabinet shall be so constructed as to prevent food from contamination by dust, insects, animals, vermin, cigarette smoke, or infection. The containers or cabinets must be capable of maintaining the proper food holding temperatures as outlined above.
- ix. If the food and/or equipment is found to not meet standards for food safety and sanitation, the food will be rejected and returned to the vendor at no cost to the ADRC of Richland County.
- x. The vendor shall comply with all applicable provisions of State and local laws regarding the safe and sanitary handling of food, equipment and supplies used in storage, preparation, service and delivery of meals for the Senior Dining Program.

b. Option 2

- i. Vendor will prepare hot meals in bulk and frozen meals as defined above in option 1.
- ii. It will be the vendor's responsibility to prepare food in accordance with the menu specifications herein. It will be the vendor's responsibility to deliver food according to an established delivery schedule as determined by the vendor and ADRC of Richland County. Bid package must include a tentative delivery schedule. If vendor does not have the capacity to transport food to the dining sites, ADRC of Richland County will assume responsibility for transporting food from caterer to dining sites with ADRC staff and volunteers.
- iii. Meals will be delivered to the two dining sites listed above with a potential increase of a third site (Richland Center, Rockbridge, and potentially Germantown) for ADRC staff and volunteers to package. Frozen meals will be delivered weekly to the Richland Center Meal Site (1050 N. Orange St., Richland Center, WI 53581) where meals will be put into freezers. Frozen meals will be ordered by a specified time as determined by vendor and ADRC of Richland County.

- iv. The quality of the prepared food is expected to be of such condition as to be pleasing, appetizing, palatable, and of such color, smell, texture, size, shape as is appropriate to the food items served.
- v. Food shall be delivered at safe temperatures to prevent foodborne illness: hot food shall be delivered at 140°F or above and cold food shall be delivered at 41°F or below. Frozen food shall be delivered at 32°F or below. ADRC staff will temp food upon arrival to ensure safe temperatures.
- vi. Food containers must be labeled with the dining site location.
- vii. All foods must be prepared, stored and delivered to dining sites, in such a sanitary manner that, at issuance, it will not be or become contaminated.
- viii. Vehicles used to deliver food must be equipped with clean containers or cabinets to store the food while in transit. The container or cabinet shall be so constructed as to prevent food from contamination by dust, insects, animals, vermin, cigarette smoke, or infection. The containers or cabinets must be capable of maintaining the proper food holding temperatures as outlined above.
- ix. If the food and/or equipment is found to not meet standards for food safety and sanitation, the food will be rejected and returned to the vendor at no cost to the ADRC of Richland County.
- x. The vendor shall comply with all applicable provisions of State and local laws regarding the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals for the Senior Dining Program.

Contract Period

The contract to provide meals will be for the period July 1, 2023 through December 31, 2024. Proposals for the preparation of meals may be submitted only by responsible parties that possess the potential ability to perform under the enclosed terms, conditions and specifications of the proposed procurement. Contracts after 1/1/2025 will be for one year with the option for 4- one-year extensions for maximum of 5 years.

A determination of whether or not a vendor is qualified will be made by the Aging and Disability Resource Center COAD Committee, Nutrition Advisory Council and HHS/Veterans Committee. Factors considered will include—but not be limited to—abilities, facilities and equipment, experience, record of past performance and proximity to Senior Dining Service Area. For example, we will consider:

- Whether or not the Vendor has submitted all the information requested below, and whether or not the Vendor has cooperated with reasonable requests of the County or its agents;
- Whether or not there are any outstanding judgments or liens against the Vendor;
- Whether or not the Vendor received favorable assessment from past clients;
- Whether or not the Vendor is located in reasonable proximity to senior dining service areas;
- Whether or not the Vendor has experience in catered food services and the extent of that experience;
- Whether or not there was deception on the part of the Vendor.

The above examples are provided for illustration. The County may also consider any other factors which it believes are related to a Vendor's financial and technical resources and abilities, facilities and equipment, experience and record of past performance.

Parties interested in the contract(s) are asked to submit the following in compliance with the attached Terms, Conditions and Specifications to the ADRC of Richland County by **June 5, 2023, no later than 4:00 pm.**

Part One: Vendor Information
Part Two: Bid Cost Form
Part Three: Proposal Submittal Form
Part Four: Non-Collusion Affidavit

Part Five: Terms and Conditions
Part Six: Special Terms and Conditions
Part Seven: Addendums

The County reserves the right to waive any irregularities or technical errors in any bid that is submitted if the County determines it to be in the County's best interest to waive such irregularities or technical errors.

PART ONE: VENDOR INFORMATION

Vendors are Required to Submit the Following Information:

1. Name and address of operating company.
2. A list of all names of all the owners of the company or officers of the Corporation; and whether 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. Give name, address and phone number of the contact at each operation. Letters of reference from such persons will be accepted.
5. A menu plan for 1 month (If already providing meals for any other senior dining centers in Wisconsin, please provide the previous and current months' menu being used for those centers).
6. Describe the facilities and equipment to be used by vendor in preparing and delivering meals:
 - a) Food preparation
 - b) Option 1 - Hot food and frozen food transport for all sites to one location (Richland Center) and/or
 - c) Option 2 - Hot food and frozen food transport to each of the two dining site location with the potential increase of a third site location (Richland Center, Rockbridge, and potentially Germantown)
7. Such other information as the Vendor deems pertinent of consideration by the County.
8. Copy of most recent Food Service Establishment Health Inspection Form and license.
9. Provide proof of insurance.
10. Provide the names and addresses of all owners of the vendor and its board of directors.
11. Provide information about your Continuity of Operations Plan in the event of an emergency.

All vendors must include the above data with the price quote for the proposal to be considered.

Please note: Before entering into an agreement with a prospective meal Vendor, the nutrition coordinator and HHS Director or ADRC Manager will conduct an on-site visit of the meal Vendor's facilities to determine that nutrition program requirements can be met and appropriate food safety and sanitation practices are in place.

Proposals must be received in the ADRC Office by:

June 5, 2023, at 4:00 p.m.

This is not a postmark deadline

Return the proposal to

NUTRITION BID

Richland County Health and Human Services

221 West Seminary

Richland Center, WI 53581

The Nutrition Advisory Council or COAD will review Bids on:

June 7, 2023, at 10:30 a.m.

The Richland County HHS/Veterans Committee is

expected to recommend the award of

contract(s) at their meeting held on:

June 8, 2023

PART TWO: BID COST FORM**Senior Nutrition Program – Option 1**

Location	Average Number of Meals Per Day (2022 Estimate)	Bid Price Per Meal /with milk	Bid Price Per Meal/without milk
<u>Richland Center Dining Site:</u> Open 5 Days per Week Monday through Friday	80-85* (Monday-Wednesday-Friday) 25-30* (Tuesday and Thursday)	\$	\$
<u>Rockbridge Dining Site:</u> Open 3 Days per Week Monday-Wednesday-Friday	10-15*	\$	\$
(Potential Future Dining Site) <u>Germantown Dining Site:</u> Open 3 Days per Week Monday (2 Meals Offered per person for Monday and Tuesday) Wednesday (1 Meal Offered per person) Thursday (2 Meals Offered per person for Thursday and Friday)	20-25 (Monday, Wednesday and Thursday)*	\$	\$
Frozen Meals	100-120 meals weekly**	\$	\$
Average Daily Total		\$	\$

*Each site operates as listed above, excluding holidays and inclement weather days. The bid price per meal is to include all costs associated with the meal such as: food cost, staff time, delivery and transportation.

**Frozen meals are listed at the current need to be determined based on need.

Comments:**Proposer Information**

Company Name:

Mailing Address:

City, State, Zip:

Phone/Email

By signing below, it is affirmed that the bidder will comply with all requirements according to the plans and specifications of the ADRC of Richland County, Senior Nutrition Program.

Preparer Name:

Title

Signature:

Date

PART TWO: BID COST FORM**Senior Nutrition Program – Option 2**

Location	Average Number of Meals Per Day (2022 Estimate)	Bid Price Per Meal /with milk	Bid Price Per Meal/without milk
<u>Richland Center Dining Site:</u> Open 5 Days per Week Monday through Friday	80-85* (Monday-Wednesday-Friday) 25-30* (Tuesday and Thursday)	\$	\$
<u>Rockbridge Dining Site:</u> Open 3 Days per Week Monday-Wednesday-Friday	10-15*	\$	\$
(Potential Future Dining Site) <u>Germantown Dining Site:</u> Open 3 Days per Week Monday (2 Meals Offered per person for Monday and Tuesday) Wednesday (1 Meal Offered per person) Thursday (2 Meals Offered per person for Thursday and Friday)	20-25 (Monday, Wednesday and Thursday)*	\$	\$
Frozen Meals	100-120 meals weekly**	\$	\$
Average Price Per Meal		\$	\$

*Each site operates as listed above, excluding holidays and inclement weather days. The bid price per meal is to include all costs associated with the meal such as: food cost, staff time, delivery and transportation.

**Frozen meals are listed at the current need to be determined based on need.

Comments:**Bidder Information**

Company Name:

Mailing Address:

City, State, Zip:

Phone/Email

By signing below, it is affirmed that the bidder will comply with all requirements according to the plans and specifications of the ADRC of Richland County, Senior Nutrition Program.

Preparer Name:

Title

Signature:

Date

PART THREE: PROPOSAL SUBMITTAL FORM

To: Richland County Health and Human Services
ADRC of Richland County
221 West Seminary St.
Richland Center, WI 53581

The vendor, in compliance with your inquiry and request for PROPOSALS for the preparation of meals for the service areas in Richland County, having examined the specifications and being familiar with all terms and conditions of the proposed procurement, hereby proposes to prepare meals for the said service area(s) in accordance with Terms, Conditions, and Specifications in this Proposal.

I hereby certify that all statements submitted with this Proposal are made on behalf of

(Name of Corporation, Partnership or Person)

A corporation organized and existing under the laws of the State of _____; or a partnership consisting of _____; or an individual trading as

of the city/village of _____, State of _____, and that I have carefully prepared this Proposal from the Terms, Conditions and Specifications that I have checked same in detail before submitting that Proposal on (its)/(their) behalf; and that all information is true and correct.

Signature: _____

(TITLE)

Date: _____

PART FOUR: NON-COLLUSION AFFIDAVIT

_____ deposes and says;
(Name)

That _____
(Name of Company or other form of business)

has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition in conjunction with the foregoing person.

That this proposal has been independently arrived at without collusion with any other applicant or any other competitor or potential competitor.

That this proposal has not been knowingly disclosed prior to the opening of proposals to any other applicant or competitor.

That no attempt has been made to induce any other person or firm to submit or not to submit a proposal.

That the above statement is true and correct.

Signature: _____

(TITLE)

Date: _____

PART FIVE: TERMS AND CONDITIONS

All following terms conditions and specifications are hereby incorporated into and become a part of this inquiry and shall constitute a contract resulting from this inquiry, if the inquiry is accepted.

STANDARD TERMS AND CONDITIONS

1. GRANTEE

Richland County Health and Human Services, Unit: ADRC of Richland County (hereinafter referred to as "GRANTEE") reserves the right to accept or reject any or all proposals as deemed to be in the best interests of the GRANTEE. The GRANTEE reserves the right to waive any irregularities or technical errors in any bid that is submitted if the GRANTEE determines it to be the GRANTEE's best interest to waive such irregularities or technical errors.

2. Firm Offer

The proposal shall be firm for acceptance for sixty (60) days from the date of proposal opening.

4. Taxes

GRANTEE is exempt from payment of state sales taxes. Such taxes shall not be added or quoted as part of the proposal.

5. Cash Discount

Cash discount shall not be considered in determination of low proposals.

6. Cancellation

GRANTEE reserves the right to cancel any purchase order or contract for failure of the contractor to comply with the terms, conditions and specifications of this inquiry.

7. Amendment

Any contract awarded may be amended from time to time by mutual written consent of GRANTEE and the successful Vendor.

8. Termination Clause

Either party, may for its convenience, terminate this contract at any time by a minimum 60-day notice in writing to the other party by certified mail. If the contract is terminated by the GRANTEE as provided herein, the vendor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the services of the Vendor covered by this contract, unless payment of compensation has previously been made. **(See Number 19 Below: Termination for additional details)**

9. Substitutions, Deviations and Exceptions

Any proposal accepted by GRANTEE shall be accepted as in strict compliance with all terms, conditions and specifications with no substitutions, deviations or exceptions and the Vendor shall be liable therefore.

10. Non-Discrimination

Any Vendor awarded a contract as a result of this inquiry shall adhere to all non-discriminatory provisions as set forth in Wisconsin Statutes Sections 16.765(1) and (2)(a) and shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemental in Department of Labor Regulation (41 CFR Part 60).

11. Retention of Access Records

The successful Vendor who enters into a contract with GRANTEE as a result of this inquiry shall maintain for a period of three (3) years after final payments are made by GRANTEE any and all books, documents, papers, and records of the contract directly pertinent to the Contract. If an audit, litigation, or other action involving the end of the 3-year period, the books, documents, papers or records must be retained until all issues arising out of the actions are resolved or until the end of the 3-year period, whichever is later. For the purpose of making an audit, examination, excerpts, and transcriptions, the United States Department of Health and Human Services, the Comptroller General of the United States, the Wisconsin State Office on Aging, GRANTEE, or any of their duly authorized representatives, shall have access to the above-mentioned books, documents, papers and records.

12. Gratuities and Kickbacks

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

13. Hold Harmless

The Vendor hereby agrees to release, indemnify, defend, and hold harmless Richland County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agent or assigns. Richland County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

14. Non-Appropriation of Funds

Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a

subsequent fiscal period during the term of this contract so as to enable the GRANTEE to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to The Vendor.

15. **Indemnity**

The GRANTEE shall promptly notify the Vendor in writing of any claims against the Vendor or the GRANTEE. And in the event of a suit being filed shall promptly forward to the Vendor all papers in connection therewith. The GRANTEE shall not make settlement without consultation with the Vendor. If the Vendor refuses or neglects to defend, adjust or settle any such claim, the costs of such defense, adjustment or settlement, including reasonable attorney's fees, shall be chargeable to the Vendor. The GRANTEE shall agree that no site manager, volunteer, participant or any other person will take any unauthorized food or supplies from the center except in pre-packaged form in the accepted part of the meal program called home delivered meal program.

16. **Insurance**

The Vendor shall not commence work under this contract until all insurance required under this paragraph is obtained, and evidence of such insurance has been received and approved by the GRANTEE, nor shall the Vendor allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

- 1) **Worker's Compensation Insurance.** The Vendor shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation coverage for all of its employees employed at the site or while working on this project. In case any work is sublet, the Vendor shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Vendor.
- 2) **Insurance and Indemnity Requirements.** Prior to entering into a contract to provide Nutrition Program services, the successful Vendor must demonstrate proof of the following insurance:

<u>Coverage</u>	<u>Minimum Limit</u>
Worker's Compensation	Statutory
Comprehensive General Liability	\$1,000,000 & \$2,000,000 aggregate
Professional Liability	\$1,000,000 & \$2,000,000 aggregate
Automotive Liability	\$1,000,000 & \$2,000,000 aggregate
Excess liability	\$1,000,000

Policies must be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Commissioner.

17. **Proof of Insurance**

The Vendor shall furnish the GRANTEE with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Vendor meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the GRANTEE and specify the name of the contract or project covered. A copy of the Certificate of Insurance shall be delivered to Richland County Health and Human Services 15 days prior to execution of this agreement for final approval.

18. **Compliance with Regulations and Laws**

The Vendor shall substantially comply with all Federal, State and local laws and regulations governing the preparing and handling of food; 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 HSS 196 of the Statutes of the State of Wisconsin; and shall post such licenses, permits, certifications and cards in a prominent place within the meal preparation areas, as required. The Vendor shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment.

19. Termination:

1) Termination because of lack of funds:

It is further agreed that in the event funds to finance all or part of this Nutrition Program for the Elderly become unavailable, the obligations of each part, hereunder may be terminated upon no less than sixty (60) days' notice in writing to the other party. Said notice shall be delivered by certified mail or in person. The GRANTEE shall be the final authority as to the availability of federal or state funds.

2) Termination for breach:

Unless a breach is excused, either party may, by written notice of breach to the other party, terminate the whole or any part of the agreement in any of the following circumstances:

- a) If the VENDOR fails to provide services in the manner called for by this agreement within the time specified herein; or
- b) If the VENDOR fails to perform any of the other provisions of this agreement; or
- c) If the GRANTEE fails to accept any meals duly ordered and delivered in the condition and by the terms herein agreed

Termination shall be upon no less than sixty (60) days' notices in writing delivered by certified mail, telegram or in person. Both parties shall continue the performance of the contract to the extent not terminated under the provision of this clause.

Waivers of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract.

18. Notices:

- 1)** All notices by either party shall be required to be in writing and shall be personally delivered or mailed to the following address:

GRANTEES Address:

**Richland County Health and Human Services
ADRC of Richland County
221 West Seminary St.
Richland Center, WI 53581
Attention: Roxanne Klubertanz-Gerber, ADRC Manager**

Legal Notices to Richland County Health and Human Services:

**Richland County Health and Human Services
221 West Seminary St.
Richland Center, WI 53581**

Attention: Tricia Clements, Director

VENDOR'S Address:

Name: _____

Address: _____

Attention: _____

- 2) Both the GRANTEE and the VENDOR have the right in providing written notice to rely on the address set forth above unless or until they receive written notification from the other party of a change of address.
- 3) Written notice shall be enclosed in a sealed envelope and, if delivered via the mail, the envelope shall have affixed to it postage sufficient to ensure its delivery and shall be sent by certified mail to the address set out above. Notice by mail shall have been deemed to be given at the time of deposit in the post office.
- 4) For purposes of this contract, business days are defined as Monday through Friday, legal holidays excepted.

19. Governing Law, Jurisdiction and Venue. This contract is to be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction, that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Richland County, Wisconsin. The foregoing is not intended to be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

Any legal action relating to this contract is to be tried to a court, rather than a jury, and both parties shall take all action necessary to waive any right to have such action tried to a jury.

PART SIX: SPECIAL TERMS AND CONDITIONS

1. Contract Period:

- a) GRANTEE reserves the right to inspect the equipment, operations and premises of the successful Vendor unannounced at any time during the contract period. Any contract awarded shall be for the period of July 1, 2023 through December 31, 2024 and subject to the award offered under Title III-C of the Older Americans Act of 1965 as amended.
- c) GRANTEE reserves the right to inspect the food to be provided to determine compliance with the specifications and to reject food not meeting such specifications.

2. Performance:

- a) In the event of failure on the part of the successful Vendor to complete delivery in accordance with the terms, conditions and specifications, GRANTEE shall not be liable for payment and shall have the right to purchase elsewhere and at the market price the number of meals it deems necessary at any delivery point; and the increased cost, if any, for such purchase and its delivery, shall be charged to the successful Vendor. However, that Vendor shall not be required to perform under this agreement when such performance is reasonably prevented by food or supply unavailability, fire, flood or other events beyond the control of the Vendor.
- b) In cases where delivered meals do not substantially meet the specifications requirement, payment shall be denied.
- b) In cases of lateness of preparation of meals, GRANTEE shall have the right to deny payment.
- c) In the event that the menu, as approved by GRANTEE, is not completely furnished, the price of the missing items shall be deducted.
- d) Unauthorized menu substitutions or menu deletions shall be deducted from the per-meal cost using the following percentages:

Full Meal Shortage	100%
Entrees	100%
Potato, Rice, Noodle, Bread	10%
Vegetable, Fruit, Salad	10%
Milk	10%
Dessert	25%
Gravies & Sauces	25%
Dressings, Condiments, Parmesan Cheese	5%

- e) The Vendor shall not subcontract any portion of the contract to another food service company without the prior written authorization of GRANTEE.

3. Menu Cycle:

(See Part Seven Addendum 2: Meal Pattern Menu Approval Documentation)

- a) The Vendor must submit preliminary menus to the GRANTEE Nutrition Program Coordinator for a four or five-week cycle by the 12th of the month prior to meal

inception. All meals must meet Older Americans Act Nutrition Program menu standards as outlined in this Meal Component Specifications and the Guide to Implement Dietitian Recommendations for the WI Elder Nutrition Program Menus **(See Part Seven Addendum 1)**. The GRANTEE Nutrition Program Coordinator will review menus based upon OAA Nutrition requirements, nutritional value, menu variety and attractiveness, and consumer feedback and will suggest changes. Approved menus will be provided to the Nutrition Program participants by the GRANTEE. Suggestions made by the GRANTEE Nutrition Program Coordinator will be in the best interest of the Nutrition Program participants, staff and the Vendor.

- b) The GRANTEE shall have access upon request to Vendor recipes, food ordering records, purveyor's list, etc. or any other documentation insuring conformance with the required menu standards. The GRANTEE Nutrition Program Coordinator also may have on-site access to the Vendor's kitchen to monitor quality of meals.
- c) The Vendor must have a back-up plan to substitute any food items that may be burnt or unacceptable for serving according to Meal Service specifications.
- d) Substitutions must be authorized by the ADRC prior to meal service. The Vendor also must inform the ADRC meal site staff regarding any substitutions prior to them being made.

4. Meal Cost

Upon request, the successful Vendor shall provide the per-unit cost break down, which must include:

- *Raw food cost, supplies, equipment, labor, profit, delivery
- **other costs as requested

This breakdown shall be provided for each individual dining site or for sites in aggregate.

5. Service

The Vendor will be responsible for preparation of the number of ordered meals per day to be served for Senior Dining & Home Delivered Meals, on serving days noted.

Senior Dining Service Areas are closed on all GRANTEE holidays.

Holiday Schedule

- | | |
|------------------------------|--|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King Jr Day | 9. Day after Thanksgiving |
| 3. Friday before Easter | 10. Last Day Before Christmas |
| 4. Memorial Day | 11. Christmas Day |
| 5. Fourth of July | 12. New Year's Eve Day |
| 6. Labor Day | 13. New Year's Day |
| 7. Veteran's Day | 14. One Day in Fall for All-Staff Training |

If a holiday falls on a Saturday, it is observed on the preceding Friday. If a holiday falls on a Sunday, it is observed on the following Monday. A calendar is given to all vendors at the beginning of each year.

In the event of inclement weather, the GRANTEE will contact the Vendor as soon as feasibly possible, as agreed upon with the Vendor and GRANTEE.

Consumer specific information will be handled in a confidential manner at all times by the GRANTEE and the Vendor.

The bids for each Senior Dining Service Area will be acted on separately. If the Vendor is bidding for more than one Senior Dining Service Area, state whether your bid is for one area and is contingent upon the acceptance of your bid for any other areas.

6. Ordering and Delivery of Meals

The Vendor shall be flexible regarding the number of meals to be provided at each site from day to day. The GRANTEE shall notify the Vendor the meal order, daily, Monday through Friday by calling in or emailing meal orders, to the Vendor, one (1) business day in advance of meal service between 12:30-1:30 P.M. This shall constitute a purchase order which will cover the billing for that order. The GRANTEE will give the Vendor the names of persons who have authority to make a change in the number of daily meals.

Vendor must deliver one (1) extra entrée quarterly (first Monday for the months of February, May, August and November) for each home delivered meal route including milk, free of charge, over the number of meals ordered by ADRC meal site staff for quality sampling, temperature testing.

7. Reporting

The Vendor shall supply all reports requested by applicable Federal, State and local agencies.

The Vendor shall guarantee that the meals conform to the meal pattern requirements of the Title III-C Program.

The Vendor shall allow representatives of the GRANTEE, the Administration on Aging, and the US Department of Agriculture to conduct on site review of the Vendor's production center(s), food service and handling operations without prior notice.

The Vendor shall meet as appropriate with the GRANTEE personnel and site managers to adjust the meal service so that they meet ethnic and regional preferences, seasoning and preparation/variety preferences.

FOOD

Compliance with Regulations and Laws

The Vendor shall substantially comply with all Federal, State and local laws and regulations governing the preparing and handling of food; 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 HSS 196 of the Statutes of the State of Wisconsin; and shall post such licenses, permits, certifications and cards in a prominent place within the meal preparation areas, as required. The Vendor shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment.

Meals must meet at a minimum the nutrition guidelines specified in the meal component specifications, following all necessary requirements as stated in **Part Seven: Addendums 1-4**.

When delivered to the Senior Dining Service Areas, the food shall be wholesome and of good quality. In the event that any person eating meals prepared under this contract becomes ill as a result of food poisoning which is attributable to the negligence of the Vendor, as determined by the Division of Health, GRANTEE shall have justification for immediate cancellation of the contract. All raw food used in the preparation of meals for GRANTEE 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 these meals.

EQUIPMENT

If GRANTEE Provides:

GRANTEE shall provide the food service utensils for the provision of required portion sizes.

GRANTEE owns Cambros for food transport and will allow Vendor to utilize. The Vendor shall repair GRANTEE-owned equipment if damage occurs on the Vendor's premises.

The Vendor shall specify serving size to assure portion control and minimize shortages and overages to minimize waste.

GRANTEE shall clean and sanitize all food service pans and transporters each day of operation. The transporters shall be wiped clean and the pans rinsed clean.

Equipment if Vendor Provides:

The Vendor shall provide transport equipment for the purpose of bulk meal delivery during the terms of the contract.

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

The Vendor is responsible for all maintenance costs associated with operating the food preparation kitchen.

The GRANTEE may inspect the Vendor's food preparation kitchen at any time and may observe food handling practices to determine the adequacy of the Vendor's sanitation regarding cleaning, maintenance, and food preparation practices.

SUPPLIES

All raw food and other food preparation supplies, paper and cleaning supplies necessary for a sanitary operation, and all other supplies necessary in the efficient operation of the food preparation kitchen must be supplied by the Vendor. The Vendor must also supply all condiments required in the approved menu.

Margarine/butter and condiments will be included as part of the meal by the Vendor. The GRANTEE is responsible for purchasing the disposable packaging needed for the home delivered meals.

EMERGENCY PROCEDURES

In the event of inclement weather, the GRANTEE will contact the Vendor as soon as feasibly possible, as agreed upon with the Vendor and GRANTEE. It is the responsibility of GRANTEE and the Vendor to notify each other. Any food already prepared will be promptly frozen or refrigerated, and, if appropriate, that day's menu will be substituted for the following day's menu. If cancellation occurs after the designated cancellation time, all costs incurred will be borne by the Nutrition Program.

It is the responsibility of GRANTEE and the Vendor to provide each other with telephone numbers where they can be reached 24 hours per day for **emergency use only**.

Vendor shall have emergency preparedness procedures in place.

PART SEVEN: ADDENDUMS

1. Guide to Implement Dietitian Recommendations for the WI Elder Nutrition Program Menus
2. Meal Pattern Menu Approval Documentation
3. Nutrient Standards for Nutrition Program Meals
4. Meal Components, Meal Service and Portion Sizes
5. FREE Quantity Recipes

Guide to Implement Dietitian Recommendations for the WI Elder Nutrition Program Menus

Guide to Implement Dietitian Recommendations for the WI Elder Nutrition Program Menus

This is a technical assistance document to help answer common questions that are raised after the dietitian reviews the menu to assure it meets the requirements for a complete meal.

All meals served must follow the meal patterns below or have a nutrient analysis completed for each meal that averages together to meet the nutrient requirements.

Meal Pattern (One Meal) – Lunch and Dinner

<u>Meal Component</u>	<u>Minimum # of Servings per Meal</u>	<u>Serving Size Examples</u>
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	3	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
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.		

* Based on 5-day week. See below for guidance on requirements for less than five days per week.

Meal Pattern (One Meal) – Breakfast

<u>Meal Component</u>	<u>Minimum # of Servings per Meal</u>	<u>Serving Size Examples</u>
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: <ul style="list-style-type: none"> • ½ cup serving of fruit/vegetable • 1 serving of grains

* Include a variety of colors of fruits and/or vegetables throughout the week.

Each meal needs to have – 3 Servings of Fruits and Veggies. However, if you are unable to provide 3 different fruits and veggies, you can have 2 as long as the serving size is increased.

- For example, if you have 2 fruits/veggies on the menu that have ½ c serving sizes, you could increase the serving size of each to ¾ cup, this will give you a total of 1 ½ cups (or 3 servings equivalents) for the meal.
- If you can offer 3 different fruit or veggie serving great, different foods have different nutrients so the more variety the better.

1 serving equals:

- ½ cup cooked or fresh, frozen, or canned, cooked or raw
- 1 cup raw leafy greens,
- ½ cup 100% juice,
- 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. For example, ½ cup of bean or lentil soup counts as 1 serving but a soup with fewer veggies may need 1 cup of soup to = ½ cup of veggies.
- To count a particular food toward the fruit/vegetable requirement, at least 1/8 cup must be included in a serving size.
 - For example ¼ c apples in apple crisp and ¼ cup of broccoli in pasta salad = 1 veggie serving
 - You can also puree fruits and veggies and add them to dishes, desserts, soups, potatoes, etc. For example, white beans pureed and added to mashed potatoes, broccoli pureed and added to cream soup, mashed banana or applesauce added to a dessert to replace the fat.

If the dietitian suggests a specific “Color” veggie, choose one of the following.

Dark Green Vegetable

- | | | |
|----------------------------|----------------------|-------------------|
| • Beet greens | • Endive or escarole | • Parsley |
| • Bok choy | • Grape leaves | • Romaine lettuce |
| • Broccoli | • Kale | • Spinach |
| • Chicory | • Mesclun | • Turnip greens |
| • Collard greens | • Mustard greens | • Watercress |
| • Dark green leafy lettuce | | |

Red/Orange Vegetables

- | | |
|----------------------------|---|
| • Carrots | • Tomatoes |
| • Pimentos (cherry pepper) | • Tomato juice |
| • Pumpkin | • Winter squash (acorn, butternut, hubbard) |
| • Red peppers | |
| • Sweet potatoes | |

Starchy Vegetables

- | | |
|--------------------------|-------------------|
| • Cassava (yucca) | • Jicama |
| • Corn (yellow or white) | • Parsnips |
| • Green bananas | • Plantains |
| • Green lima beans | • Potatoes |
| • Green peas | • Water chestnuts |

Beans/Peas*

- | | |
|---------------------------------|----------------|
| • Black beans | • Kidney beans |
| • Black-eyed peas (mature, dry) | • Lentils |
| • Garbanzo beans (chickpeas) | • Mung beans |
| • Great northern beans | • Navy beans |

- Pink beans
- Pinto beans
- Red beans
- Soybeans
- Split peas
- White beans

* 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.

If a specific “colored” fruit or veggie isn’t specified, you can add any fruit and veggie of your choice. Here is a list of some “Other” produce to consider adding to the menu. Try and serve foods that are in season. They tend to cost less, taste the best and give participants something to look forward to!

“Other” Category

- | | | |
|--------------------------|--------------------------------------|---|
| • Artichoke | • Daikon (oriental radish) | • Peppers (Green sweet bell, green chilis, yellow, red) |
| • Asparagus | • Eggplant | • Pickles/Cucumber |
| • Avocado | • Garlic | • Radishes |
| • Bamboo shoots | • Horseradish | • Rhubarb |
| • Bean Sprouts | • Iceberg lettuce | • Shallots |
| • Green and yellow beans | • Kohlrabi | • Spaghetti squash |
| • Beets | • Leeks | • Tomatillo |
| • Brussels sprouts | • Mushrooms | • Turnips |
| • Cabbage, green and red | • Okra | • Wax beans |
| • Cactus | • Olives | • Yellow Summer Squash |
| • Cauliflower | • Onions | • Zucchini |
| • Celery | • Green peas like snap and snow peas | |
| • Chives | • Pepperoncini | |
| • Cucumbers | | |

If your entrée is a casserole, soup, or another combination dish, it can be tricky to assure each serving provides 3 oz of edible protein. At least 3-oz. equivalent of protein foods must be offered as part of each meal. Consider adding an additional source of protein to those meals. Here is a list of 1-oz. equivalents of protein foods.

- | | |
|--|---|
| • 1 oz. cooked meat (3 oz. = 1 small steak or hamburger) | • 1 oz. cooked tempeh |
| • 1 oz. cooked poultry, 1 sandwich slice of deli meat (3 oz. = 1 small chicken breast) | • 2 Tablespoons hummus |
| • 1 oz. cooked fish or seafood (3 oz. = 1 small salmon steak or trout) | • ½ oz. nuts, 12 almonds, 24 pistachios, 7 walnut halves |
| • 2 oz. frankfurter | • ½ oz. seeds |
| • 1 large egg | • 1 Tablespoon nut/seed butter |
| • ¼ cup cooked dry beans or peas, ½ cup split pea soup, ½ cup lentil soup, ½ cup black bean soup, 1 falafel patty (2 ¼” across)* | • ¼ cup cottage cheese |
| • ¼ cup tofu, 2 oz. tofu | • ¼ cup ricotta cheese |
| | • 1 oz. cheese (hard or soft) |
| | • 2 oz. processed cheese food or cheese spread |
| | • ½ cup yogurt, Greek yogurt, or soy yogurt (plain, flavored, sweetened, unsweetened) |

**** 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.***

Meal Pattern Menu Approval Documentation

Meal Pattern Menu Approval Documentation

Instructions: Please enter the date and menu items for each menu of the week. Attach completed form to the menu and file with the nutrition program for three years.

Meal Component	Minimum # of Servings per Meal	Menu Items			
		Lunch & Dinner			
		Date:	Date:	Date:	Date:
Grains	1 serving (½ of offered grains are whole grains)	Whole grain? <input type="checkbox"/>	Whole grain? <input type="checkbox"/>	Whole grain? <input type="checkbox"/>	Whole grain? <input type="checkbox"/>
Fruit and/or Veggie	3 servings total				
“Other “category	As many as desired				
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	8 oz or 1 cup				
Protein Foods	3 oz equivalent				
Fats and Oils	1 tsp served on side or used in cooking				
Dessert (optional)					

I certify that I have reviewed the attached week of menus and the menus meet the meal pattern requirements for the Wisconsin Elder Nutrition Program, as outlined above and in Section 8.5 of the *Manual of Policies and Procedures for the Wisconsin Aging Network*.

Program Nutritionist Signature: _____ Date: _____

Comments: _____

Updated: 11/27/18

Nutrient Standards for Nutrition Program Meals

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Figure 8.5.5.1 Nutrient Standards for Nutrition Program Meals

Nutrition Standards for Average of Weekly Menu			
	Minimum Requirements (unless otherwise noted)		
	1 meal per day	2 meals per day	3 meals per day
Calories	675 calories	1350 calories	2000 calories
Protein	19 g	38 g	56 g
Dietary Fiber	8 g	16 g	24 g
Saturated Fat	<10% of calories		
Calcium	400 mg	800 mg	1200 mg
Potassium	1565 mg	3140 mg	4700 mg
Sodium	1200 mg or less*	2400 mg or less*	3600 mg or less*
Magnesium	110 mg	220 mg	330 mg
Zinc	4 mg	8 mg	11 mg
Vitamin A	275 mcg RAE	535 mcg RAE	800 mcg RAE
Vitamin B6	0.6 mg	1.1 mg	1.6 mg
Vitamin B12	0.8 mcg	1.6 mcg	2.4 mcg
Vitamin C	30 mg	60 mg	90 mg
Vitamin D	120 IU	240 IU	360 IU
Folate/Folic Acid	135 mcg	270 mcg	400 mcg

*target value is 1200 mg. Up to 1400 mg is allowable.

Meal Components, Meal Service and Portion Sizes

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8.5.8 Meal Components

Information on each meal component is provided below. When questions arise for a food which is not mentioned in the policy, such as whether a food fits into a certain category, or what a serving size should be, the program nutritionist will contact the AAA or BADR for clarification.

8.5.8.1 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

In order to count a particular food toward the grain requirement, at least 1/4 serving must be offered.

Guidelines for offering grains:

- Half of all grains offered will be whole grain.
- When refined grains are offered, they should be enriched.
- Increase servings of whole grain bread and cereal products to provide adequate complex carbohydrates and fiber and to lower fat.
- 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.

Reduce sodium by:

- Choosing not to add salt to cooking water for pasta or rice.
- Choosing lower sodium sandwich breads, rolls, bagels, and buns.

Acceptable substitutes must be approved by the program nutritionist.

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8.5.8.2 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
- ½ small apple, orange, or peach (2-2 ½" across)
- 1 small banana (6" long)
- 1 medium wedge of melon (1/8 of melon), 6 melon balls
- 16 grapes
- ½ medium grapefruit (4" across)
- ½ medium pear (2.5 per lb.)
- 1 large plum
- Approximately 4 large strawberries

In order to count a particular food toward the fruit requirement, at least 1/8 cup must be offered.

Guidelines for offering fruit:

- Make menu items more nutrient-dense by incorporating fruit.
- No more than one serving per meal may come from fruit juice.
- Offer fiber-rich fruits when possible.
- Prepare fruit without added fat or sugar whenever possible.
 - Use fresh, frozen, or canned fruits; packed either in their own juice or without added sugar.
 - For people with diabetes, the most commonly recommended dessert is fruit.
- Molded salads can count as a fruit serving if the recipe is modified so that each serving contains a serving of fruit.
- Some fresh fruit may need to be cut, sliced, or peeled for easier chewing.

8.9.3.3 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)

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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 in Addendum 1.** The list is not all-inclusive.

In order to count a particular food toward the vegetable requirement, at least 1/8 cup must be offered.

Guidelines for offering vegetables:

- Make entrees, baked goods, sauces, etc. more nutrient-dense by incorporating 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
- Molded salads can count as a vegetable serving if the recipe is modified so that each serving contains a serving of vegetable.
- 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.
- Noodles, pasta, spaghetti, rice or dressing are grains, not vegetables.
- Some vegetables may need to be cut, sliced, or peeled for easier chewing.

8.5.8.3 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 (unflavored or flavored)
- low-fat milk (one percent, unflavored or flavored)
- cocoa or hot chocolate that is made from fluid milk only
- lactose-reduced milk
- lactose-free milk
- soy milk/beverage fortified with calcium and Vitamins A and D

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- low fat or fat-free buttermilk
 - goat's milk (must be pasteurized)
 - powdered and/or shelf-stable milk
- Guidelines for offering milk:
- Fluid milk products offered will be low-fat or fat-free if possible.
 - 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.
 - Other products sold as “milk” but made from plants (i.e. almond, rice, coconut, and hemp “milk”) may contain calcium and be consumed as a source of calcium, but they are not included in the fluid milk component because their overall nutritional content is not similar to dairy milk and fortified soy beverages.

To meet the high calcium and vitamin-D needs of the older adults served in the program, nutrition programs will need to incorporate dairy products into other menu items. For example, cheese and yogurt are considered protein foods and could be offered in addition to milk. Ice cream, frozen yogurt or pudding made with milk, which are considered desserts, could also be occasionally offered in addition to milk. When a week's menu is too low for calcium, programs may also choose to offer two servings of milk on one or more days of that week. An example could be offering both one white milk and one flavored milk.

8.5.8.4 Protein Foods

The following are 1-oz. equivalents of protein foods. At least 3-oz. equivalent of protein foods must be offered as part of each meal.

- 1 oz. cooked meat (3 oz. = 1 small steak or hamburger)
- 1 oz. cooked poultry, 1 sandwich slice of deli meat (3 oz. = 1 small chicken breast)
- 1 oz. cooked fish or seafood (3 oz. = 1 small salmon steak or trout)
- 2 oz. frankfurter
- 1 large egg
- ¼ cup cooked dry beans or peas, ½ cup split pea soup, ½ cup lentil soup, ½ cup black bean soup, 1 falafel patty (2 ¼” across)*
- ¼ cup tofu, 2 oz. tofu
- 1 oz. cooked tempeh
- 2 Tablespoons hummus
- ½ oz. nuts, 12 almonds, 24 pistachios, 7 walnut halves
- ½ oz. seeds
- 1 Tablespoon nut/seed butter
- ¼ cup cottage cheese
- ¼ cup ricotta cheese
- 1 oz. cheese (hard or soft)
- 2 oz. processed cheese food or cheese spread
- ½ cup yogurt, Greek yogurt, or soy yogurt (plain, flavored, sweetened, unsweetened)

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* 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.

In order to count a particular food toward the protein food requirement, at least ¼ ounce must be offered.

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.
- Reduce saturated fat by increasing the amounts of vegetables, whole grains, lean meat, and low-fat or fat-free cheese, in place of some of the fatty meat and/or regular cheese in meals.
- 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
 - 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
- Reduce added sugar by offering unsweetened yogurt or limiting use of "fruit on

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the bottom” varieties of yogurt.

- 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.
- Include low fat or fat-free yogurt and cheese.
- Cheese must be pasteurized and soft cheeses such as feta, brie, camembert, blueveined cheeses, and queso fresco should be used with extreme caution, as they are at increased risk for contamination with *Listeria monocytogenes*.

8.5.8.5 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 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.
 - Use oil-based dressings and spreads on foods instead of those made from solid fats (i.e., butter, stick margarine, cream cheese)
- **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.

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- 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.

8.5.8.6 Dessert

Serving size is generally ½ cup.

Fruit or vegetable offered as a dessert or contained in a dessert may count toward the fruit or vegetable component, respectively.

Guidelines for offering dessert:

- Increase consumption of fruits and complex carbohydrates to provide adequate fiber and to lower fat.
- Low-sugar or sugar-free desserts or alternatives will be available to individuals who request them for health reasons.
- Reduce fat by preparing desserts with little or no fat.
- Limit frequency of desserts high in added sugar and fat. Reduce added sugar by limiting grain-based and dairy desserts to once or twice a week and offer fruit on remaining days.
- Increase the consumption of desserts high in calcium, including low-fat dairy products.
- Offer plain cookies, angel food cake, gingerbread, cakes without frostings, or pies made with recipes altered to provide less added 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.
- Offer low-fat milk and calcium-containing desserts such as frozen yogurt, low-fat custards and low-fat puddings.
- To successfully implement these suggestions with meal providers, review ingredients of ready-prepared products and make changes when possible.

8.5.9 Meal Service and Portion Sizes

- Each program will use standardized portion control procedures to ensure that each offered meal is uniform and satisfies meal pattern requirements.
- Standard portions may be altered to be less than the standard serving of an item only at the request of a participant or if a participant declines an item. (NSIP meal eligibility is not affected when a participant declines menu items.)
- Do not offer less-than-standard portions as a means of "stretching" available food, i.e. to serve additional persons.

8.4.26.4 Frozen Meals

Nutrition programs may offer meals to home-delivered meal participants in a frozen state when all of the following procedures are followed:

- Each frozen meal will meet all the requirements of a complete meal as defined in the

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elder nutrition program (ENP) policy and meet 1/3 the Dietary Reference Intakes (DRI).

- Participants will have suitable appliances for maintaining frozen food in a frozen state and for heating it to a proper serving temperature. The program will verify and maintain records which indicate that each client has and maintains the ability to handle frozen meals.
- Frozen meals will be maintained and delivered in a solid frozen state.
- Frozen meals must only be provided in situations where it is not logistically feasible to provide the client with fresh meals, with the following exceptions: holidays, weekends, second meals or emergency situations. In such cases, the program will have a procedure in place to check on the participant's well-being when an in-person delivery is not possible.
- Participants will be given written instructions on proper handling and reheating of the meals upon initiation of this service and at least annually thereafter.
- Programs will limit their use of commercially available frozen entrées or TV dinners. Such foods must be approved for use by the program nutritionist. Concerns about these products include high-fat and high-sodium content, small serving sizes (especially for vegetables), and frequent changes to entrée size and/or content. If a program decides to purchase and distribute commercially pre-packaged meals, these meals must meet OAA nutrition program guidelines.

FREE Quantity Recipes

FREE Quantity, Standardized Recipes

Here are some resources to help you incorporate Nutrient Dense, made-from-scratch quantity recipes, and sample menu cycles. *Disclaimer:* The resource is informational only; we are not specifically endorsing any site.

Nice overview site that includes several examples is summarized by the USDA Nutrition Team
<https://www.fns.usda.gov/tn/team-nutrition-recipes>

- ☐ [Bread and Dessert Recipes from Kansas Schools](#). Include nutrient analysis.
- ☐ [CDKitchen. Cooking for a Crowd](#)
- ☐ **Child Nutrition Recipe Box.** This site offers USDA Standardized recipes for [adult portions](#) and has recipes written in [Spanish!](#)
- ☐ **Food Hero.org** from Oregon State University Extension. [Quantity Recipes](#) All recipes on this page have been analyzed by Child Nutrition Specialists and meet the USDA meal pattern requirements and they list the amount that counts toward the meal pattern. They each continue nutrient analysis. There are small or large quantify pdfs. Color photos and a nice variety of recipes. Delicious and healthy!
- ☐ [Fruit and Veggie Quantity Cookbook.](#)
- ☐ [Healthy Recipes and Cooking Guides from New Hampshire Dept. of Health and Human Services.](#)
- ☐ [Healthy Recipes for Healthy Kids-Cookbook for Schools from USDA.](#) These recipes aren't just for kids.
- ☐ [Home Grown: Farm to School Recipes from WI.](#) Recipes are nutrient-dense and made from scratch. Each recipe yields ~50 servings.
- ☐ [Vegan Quantity Recipes](#)
- ☐ **Maine.gov** Nice document with [sample cycle menus and recipes](#)
- ☐ [Ohio Dept of Education- Menus that Move.](#) Outstanding resource for cycle menus that have the color catatories and nutrient analysis
- ☐ **Sebastian's Café**, the cafeteria at the Harvard T.H. Chan School of Public Health. [Quantity recipes and more](#) to help your food service program.
- ☐ [Soy Connection.com](#) This site is wonderful if you want to add some vegetarian entrees to your menus. The recipes allow you to enter the quantity you want to make and it automatically recalculates the recipe! They also offer a menu planner. Check it out at
- ☐ [The Lunch Box:](#) Recipes and Cycle Menus
- ☐ Try [new standardized recipes](#) developed by the Iowa Department of Education, Minnesota Department of Education, Montana Office of Public Instruction, and Virginia Department of Education through the fiscal year 2021 Team Nutrition Training Grant! Available now on the Institute of Child Nutrition's Child Nutrition Recipe Box.
- ☐ [USDA Multi-Cultural Recipes](#)
- ☐ [USDA Standardized Quantity Recipes](#) by meal and food category
- ☐ [WI Dept of Public Instruction School Cycle Menus and Recipes](#)

NOT Quantity Sized but Great ideas for Healthy recipes, many of which feature various cultures.

- **Plant Forward Kitchen** Check out their Recipes at [this link](https://www.plantforwardkitchen.org/recipes) Many recipes include cultural and indigenous foods <https://www.plantforwardkitchen.org/recipes>
- **MyPlateKitchen**. These are not large quantities but some good ideas. <https://www.choosemyplate.gov/myplatekitchen/recipes>
- **Food Hero** also has smaller quantity versions at [this link](#)

For Purchase:

- **Large Quantity Recipe Books** <https://www.chef-menus.com/large-quantity-recipes.html>
- **Food For Fifty** <https://www.amazon.com/Food-Fifty-Whats-Culinary-Hospitality/dp/0134437187>

Culinary Training Opportunities (There is a Fee)

Pro Chef: Support your staff and students with the industry-acclaimed ProChef® online training solution. Developed with The Culinary Institute of America, ProChef® consists of 20 short courses that teach foundational skills and culinary knowledge. The flexible online curriculum can complement any manner of existing training programs and enables you to reduce the financial and logistical costs of traditional classroom-based learning.

<https://lobsterink.com/solution/content/prochef-for-culinary-programs/>

Additional Resources:

Freezing Prepared Foods: This is an excellent reference on how to freeze prepared foods.

http://www.clemson.edu/extension/hgic/food/food_safety/preservation/hgic3065.html

Recipe Converter from the Webstaurant Store. Resize your recipe with this online tool.

https://www.webstaurantstore.com/recipe_resizer.html

