

REQUEST FOR PROPOSAL (RFP)

RFP #20-009

NEW YORK STATE EDUCATION DEPARTMENT

Title: Professional Cooking and Managing Your Child Nutrition Program Training

The New York State Education Department (NYSED) **Child Nutrition Office** is seeking proposals to hire a facility that will host, direct and provide services for the NYSED sponsored training courses “Professional Cooking” and “Managing Your Child Nutrition Program” for statewide school food service personnel. The vendor will develop and maintain a website dedicated to these training sessions. NYSED will tour the facility to ensure it meets criteria prior to awarding the contract.

Eligible Bidders are those that can meet all items detailed under Mandatory Requirements. Bidders must sign the Mandatory Requirements Certification form.

Bidders are required to comply with NYSED’s Minority and Women-Owned Business Enterprises (M/WBE) participation goals for this RFP through one of three methods. Compliance methods are discussed in detail in the Minority/Women-Owned Business Enterprise (M/WBE) Participation Goals section below.

NYSED will award **one (1)** contract pursuant to this RFP. The contract resulting from this RFP will be for five (5) years, for a term anticipated to begin April 1, 2020 and to end August 31, 2024.

Subcontracting will be limited to thirty percent (30%) of the annual contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

Service Area: A centralized location between Kingston and Syracuse.

Mandatory Requirements: See Mandatory Requirements section of the RFP.

Components contained in RFP Proposal #20-009 are as follows:

- 1.) Description of Services to be Performed
- 2.) Submission
- 3.) Evaluation Criteria and Method of Award
- 4.) Assurances
- 5.) Submission Documents (separate document)

Questions regarding the request must be submitted by E-mail to PROCOOK@nysed.gov no later than the close of business 08/23/2019. Questions regarding this request should be identified as Program, Fiscal or M/WBE. A Questions and Answers Summary will be posted to www.nysed.gov/cn/cnms.htm no later than 08/29/2019.

The following are the designated contacts for this procurement:

Program Matters

Kylie Smith
PROCOOK@nysed.gov

Fiscal Matters

Lucas Rodriguez
PROCOOK@nysed.gov

M/WBE Matters

Joan Ramsey
PROCOOK@nysed.gov

The following documents must be submitted in separately sealed envelopes, as detailed in the Submission section of the RFP, and be received at NYSED no later than **09/19/2019 by 3:00 PM**:

1. Submission Documents labeled **Submission Documents - RFP #20-009 Do Not Open**
2. Technical Proposal labeled **Technical Proposal - RFP #20-009 Do Not Open**
3. Cost Proposal labeled **Cost Proposal – RFP #20-009 Do Not Open**
4. M/WBE Documents labeled **M/WBE Documents—RFP #20-009 Do Not Open**
5. CD or USB flash drive containing the technical, cost, submission and M/WBE proposals submitted using Microsoft Office. Place in a separate envelope labeled **CD or USB-RFP #20-009 Do Not Open**.

The mailing address for all the above documentation is:

NYS Education Department
Bureau of Fiscal Management
Attn: Lucas Rodriguez, RFP#20-009
Contract Administration Unit
89 Washington Avenue, Room 501W EB
Albany, NY 12234

(Facsimile copies of the proposals are NOT acceptable)

1.) **Description of Services to be Performed**

Work Statement and Specifications

This section of the bid package details the services and products to be acquired. Please note that the contract process also includes general New York State administrative terms and conditions, as well as terms and conditions required by New York State law. These terms and conditions address issues related to both the submission of bids and any subsequent contract; they are included separately in this bid package for your information. Please review all terms and conditions.

Mandatory Requirements

The eligible bidder must agree to the Mandatory Requirements found below and must submit the Mandatory Requirements Certification Form located in 5.) Submission Documents signed by an authorized person.

Failure to return the signed Certification Form will result in disqualification.

Facility Requirements

- a) A facility that is ADA compliant.
- b) Temperature-controlled classroom spaces (not auditorium style rooms) to be utilized as designated in the Agenda (Attachment A):
 - i. At least one (1) (large) classroom that can accommodate 65 people
 - ii. At least one (1) other classroom with cushioned chairs that can accommodate 25 people
 - iii. At least two (2) other classrooms that can accommodate 13 people
- c) Three (3) distinct and separate clean and sanitized kitchen laboratory spaces that can accommodate at least 12 people each and that are near the classrooms. Each kitchen laboratory space should include industrial equipment including but not limited to ovens, refrigerators, freezer, dishwasher in good working order and utensils and supplies (including all food and spices) for quantity food preparation. Utensils and equipment include: a cutting board, paring knife, French knife, measuring cups, measuring spoons, etc. for each of the 30 weekly participants in Professional Cooking.

Minority and Women-Owned Business Enterprise (M/WBE) Participation Goals Pursuant to Article 15-A of the New York State Executive Law

For purposes of this procurement, NYS Education Department hereby establishes an overall goal of 30% of the total contract amount for M/WBE participation, 17% for Minority-Owned Business Enterprises (“MBE”) participation and 13% for Women-Owned Business Enterprises (“WBE”) participation based on the current availability of qualified MBEs and WBEs. All bidders must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. Minority and Women-Owned Business Enterprise (M/WBE) participation includes any and all services, materials or supplies purchased from New York State certified minority and women-owned firms. Utilization of certified Minority and Women-Owned firms will be applied toward the goals. Bidders can achieve compliance with NYSED’s Minority and Women-Owned Business Enterprise goals as described below.

ACHIEVE FULL COMPLIANCE WITH PARTICIPATION GOALS (PREFERRED)

Bidders should submit subcontracting/supplier forms that meet or exceed NYSED's participation goals for this procurement. All subcontracting/supplier forms must be submitted with the bid proposal. In addition, bidders must complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. Instructions and copies of these forms are located in the Submission Documents. All firms utilized must be certified with the NYS Division of Minority and Women Business Development before beginning any work on this contract. For additional information and a listing of currently certified M/WBEs, see the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#).

The contact person on M/WBE matters is available throughout the application and procurement process to assist bidders in meeting the M/WBE goals. NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers to enable bidders to comply with the M/WBE goals, provided such addition or deletion does not impact the technical proposal and/or increase the total cost of the bid proposal.

DOCUMENTATION OF GOOD FAITH EFFORTS

Bidders must undertake a good faith effort to solicit NYS Certified M/WBE firms as subcontractors and/or suppliers in fulfillment of this procurement. Means of solicitation may include but are not limited to: advertisements in minority centered publications; solicitation of vendors found in the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#); and the solicitation of minority and women-oriented trade and labor organizations. Bidders will be required to certify and attest to their good faith efforts by completing NYSED's Certification of Good Faith Efforts (Form M/WBE 105). See the M/WBE Submission Documents for detailed examples of and required forms to document good faith efforts.

NYSED reserves the right to reject any bid for failure to document "good faith efforts" to comply with the stated M/WBE goals.

IN THE EVENT BIDDERS CANNOT COMPLY WITH NYSED DESIGNATED PARTICIPATION GOALS, SAID BIDDERS MUST DOCUMENT THEIR "GOOD FAITH EFFORTS" TO COMPLY AND SUBMIT ONE OF THE FOLLOWING REQUESTS:

REQUEST A PARTIAL WAIVER OF PARTICIPATION GOALS

In order to request a partial waiver of the participation goals for this procurement, Bidders must provide documentation of their good faith efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. The subcontracting forms must include the participation percentage(s) for which they seek approval. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a partial waiver (Form M/WBE 101) and document their Good Faith Efforts (Form M/WBE 105) at the same time as the bid is submitted. Bidders must also complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. The M/WBE Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

REQUEST A COMPLETE WAIVER OF PARTICIPATION GOALS

In order to request a complete waiver of the participation goals for this procurement, Bidders must provide documentation of their Good Faith Efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a complete waiver on Form M/WBE 101 and document their Good Faith Efforts (Form M/WBE 105) at the same time as they submit their bid. The M/WBE

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Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) must be reported to NYSED M/WBE Program Unit using M/WBE 103 Quarterly M/WBE Compliance Report. This report must be submitted on a quarterly basis and can be found at NYSED's [M/WBE Forms and Compliance Forms webpage](#).

Service-Disabled Veteran-Owned Business (SDVOB) Participation Goals Pursuant to Article 17-B of New York State Executive Law

Article 17-B of Executive Law was enacted to ensure that certified SDVOBs are provided opportunities for meaningful participation in the performance of state contracts. To this end, NYSED strongly encourages bidders to make maximum possible use of SDVOBs as subcontractors and/or suppliers under this contract, consistent with the requirements of State Finance Law and State procurement guidelines, as well as NYSED policies and procedures. Bidders should consider fulfilling the requirements of this contract through the participation of SDVOBs at a rate of 6%. For additional information about this program, including a list of SDVOBs, please visit the [Office of General Services, Division of Service-Disabled Veterans' Business Development website](#).

Background

The Professional Cooking course is a professional development opportunity for persons who are employees of schools that prepare meals or food items for students participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) for grades K – 12. The course was developed in collaboration between the NYSED and a task force comprised of food service directors from across the state. **The objective of this training is to enhance the skills of school food service personnel to prepare and serve meals in accordance with the Healthy, Hunger Free Kids Act of 2010**, and all applicable Federal regulations and policies. In addition, an integral element of this training is to foster and instill a sense of professionalism concerning participants' daily role in school food service.

The course and manual are designed to enhance or improve the quantity food preparation skills of school food service staff. The manual correlates with the course and summarizes basic quantity food preparation techniques taught by the school food service-oriented instructors. It becomes an important reference tool for each participant. The manual includes recipes that meet meal pattern requirements in the NSLP or SBP. The course includes both classroom and hands on kitchen production segments.

Throughout the Professional Cooking course, in all aspects of the training, “**Mise en Place** – everything in its place” is a focal point. The participants learn that for the true professional, **Mise en Place** means far more than to simply assemble the ingredients and utensils for a particular period. **Mise en Place** is a state of mind - where all tasks are kept in mind simultaneously; while weighing and assigning each its proper value and priority. **Mise en Place** is an integral part of the training that is subtly and overtly demonstrated through the classroom and lesson plans, the quality and demeanor of the instructors, uniform requirements, etc. Sanitation will be taught throughout the course while participants are in classrooms.

The Managing Your Child Nutrition Program course is a professional development opportunity for new and experienced directors/managers that are employees of schools that operate in the National School Lunch Program. The comprehensive course provides focused and practical training on topics integral to managing a successful school food service program and will review regulations governing Child Nutrition Programs. Attendees will be provided the necessary information and tools to successfully administer the National School Lunch and School Breakfast programs for students in grades K-12.

The course and manual are designed to enhance or improve the skills of school food service directors and managers. The manual correlates with the course and becomes an important reference tool for each participant to bring back to their office.

These courses were developed through a collaboration between the NYSED and a task force comprised of food service directors from across the State.

Deliverables and/or Project Description

The objective of these trainings is to enhance the skills and knowledge of school food service personnel (grades K -12) to operate and manage a school food service program in accordance with the Healthy, Hunger-free Kids Act of 2010, a reauthorization of the National School Lunch and School Breakfast Programs. These trainings will fulfill required continuing education training credits for the Professional Standards federal requirements and/or credentialing for NYSED Master Instructor

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program. In addition, an integral element of this training is to foster and instill a sense of professionalism concerning the participant's daily role in school food service.

The vendor will be required to provide both programs as outlined in this RFP on four (4) consecutive weeks in the month of July for fifty (50) school food service participants each week, fifty (50) different participants will be attending each week; 30 for Professional Cooking and 20 for Managing Your Child Nutrition Program. The attendees will come from every section of the state. The instruction will be from Monday to Thursday each week in both classroom and small group settings. The weeks (Monday - Thursday) for Year 1 will be as follows:

Week 1 July 06 - July 09, 2020

Week 2 July 13 - July 16, 2020

Week 3 July 20 - July 23, 2020

Week 4 July 27 - July 30, 2020

Scope of Work

1. Meal Requirements

- a) Collect allergy and food restrictions from participants and accommodate these requests.
- b) Provide meals and refreshments as specified on Attachment B to all participants, staff and NYSED staff. Approximately 5-10 NYSED staff will attend the training each week.
- c) Arrange for a voucher system with at least three (3) local area restaurants to provide free meal vouchers for participants and instructors for Wednesday dinner. Restaurants are to bill all meal charges to the vendor and all per person charges must be within the established current State per diem dinner meal rate as found here <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

2. Lodging Requirements

- a) Single room lodging, close to the training site, is needed for the fifty (50) attendees plus all instructors. Lodging must be within the established current State rates, which can be obtained by visiting the following web site: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

3. Transportation Requirements

- a) For those participants who do not drive to the training session (approximately 5-10 participants will arrive by train or bus each week), indicate a transportation plan to transport participants between the bus/train terminals and teaching site, lodging, and meals. Collect transportation requests with confirmation letter.
- b) Weekly roundtrip transportation for the 20 Managing Professional Cooking participants and up to 5 instructors and NYSED staff to the farm/processors visit.

4. Staffing Requirements

- a) Employ at least six (6) instructors (minimum of three (3) for each Program) for each week that have been selected by NYSED. Instructors will be paid at a rate of \$32 per hour.

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- b) Pay instructors of Professional Cooking to conduct a day-long dry run of the program at the training location prior to the beginning of the program in the initial year of the contract and each year thereafter when one or more professional cooking instructors are new to teaching the program.
- c) Pay all instructors for a minimum of ten (10) hours paid preparation time prior to annual program instruction weeks to review and/or edit presentations or recipes provided by NYSED.
- d) Pay instructors for thirty (30) minutes prior to presenting or leading each workshop in addition to the length of the workshop each day. Time prior to the workshop will be used to ensure rooms are set up and ready for the instruction to begin. See Attachment C for a list of duties for the instructors.
- e) Pay/reimburse all instructors for all necessary travel expenses and travel time to and from the training location.
- f) Employ at least three (3) kitchen assistants to work each Monday for approximately eight (8) hours and duration of professional cooking training sessions on Tuesday and Wednesday each week. Each kitchen assistant will work with one professional cooking instructor in each of the individual kitchen laboratory spaces. Kitchen assistants will work on preparation. See Attachment C for a list of specific duties.
- g) Provide a staff person who will be responsible for receiving and storing the training materials.
- h) Provide a staff person designated to set up A/V equipment and be responsible for its operation and to fix any operational problems.
- i) Provide a staff member to conduct program evaluation and a program reflection ceremony on each Thursday prior to graduation. Evaluation form will be provided by NYSED.
- j) Provide a two percent (2%) annual pay increase for any instructor that returns the following year.
- k) It is an expectation that the NYSED will receive reasonable advance notice of any change in personnel who will be working on this project.

5 Training Material Requirements

- a) Provide participants with an orientation packet that contains a comprehensive map to the site, including locations for meals and lodging, with the confirmation letter.
- b) One tabbed binder/manual of color printed training materials to each participant. NYSED will provide the file for print annually by June 7.
- c) Provide name tags for each participant and sign-in sheets for each week to record participant daily attendance.
- d) Printed evaluation worksheets for each participant (an electronic copy of the two different program evaluation worksheets will be provided by NYSED).
- e) The instructions for conducting the Team Reflections segment where participants draw together their learning for the week will be developed by the vendor and approved by NYSED.
- f) Audiovisual equipment for each classroom to include the following: laptop computer and high-density LCD projector and screen or a smartboard, extension cords, podium, and easels with flip charts and markers (three (3) flip charts are required for large classroom).
- g) The vendor will take photographs of participants each week and create a slideshow to play during graduation. The slide show will be sent to NYSED at the conclusion of the program each week with the evaluations.

6. Food Requirements

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- a) The recipes that will be used are attached (Attachment E). All food items, excluding spices and condiments, must be domestic products. Refer to the recipes to ensure that the proper equipment, utensils and all food supplies are available to accommodate each recipe. Recipes are prepared 3 times each week for all four (4) sessions. Recipes will be reviewed annually and may be changed by NYSED for future years of this contract. Any revisions to recipes will be provided by NYSED by May 15 annually.
- b) Plan for excess prepared food to be distributed to a food bank on Thursdays.
- c) Provide ice separately, water in four (4) pitchers, ten (10) glasses and a four (4)-inch hotel pan for Professional Cooking thermometer calibration activity each week.

7. Other Supply Requirements

- a) Provide hairnets, hair restraints, hats and aprons to all Professional Cooking participants, instructors and kitchen support staff. Indicate laundering capabilities regarding apron usage.
- b) For each Professional Cooking instructor, provide two complete sets of professional chef attire, including chef hats, jackets and pants for all of the instructors, along with professional attire for all kitchen support staff. Arrangements to get clothing measurements from instructors must be made by the vendor.
- c) Purchase a total of 120 Taylor brand Mechanical Food Service Stem thermometers, for distribution of one to each Professional Cooking participant. Specifications for the Taylor thermometers are 0/220°F, 5-inch stem, with Safe-T-Set pocket case and calibration wrench.
- d) Provide aprons for all Professional Cooking training attendees with the Professional Cooking logo to present to participants at graduation ceremony each week.
- e) Provide all participants of the Managing Your Child Nutrition Program training with a USB containing all related documents, certificate and tote bag with the Managing Your Child Nutrition Program logo to present to participants at graduation ceremony each week.
- f) Provide play dough, carrots, potatoes and peppers for each Professional Cooking participant and the instructor for knife skills exercises.

8. Other Requirements

- a) Provide and follow the established course outline provided by NYSED. Courses subject to change annually. Agenda will be updated by May 15th of program year.
- b) Ensure instructors implement and follow the NYSED production record form (Attachment D), including time/temperature column, within the classroom and laboratory exercises as stipulated in the lesson plans.
- c) Establish a guided, informative tour(s) of local farm/processors, within established time frame each week (See Attachment A) for Managing Your Child Nutrition Program participants and instructor, where an instructor and staff from the farm/processor will facilitate a discussion to enhance USDA's Farm to School Initiative. Talking points will be provided by NYSED. Locations picked subject to approval by NYSED.
- d) Pay instructors to test 3-5 recipe changes annually and reimburse them the cost of all needed ingredients.
- e) Provide the training location spaces a day prior to the beginning of the program each year when one or more professional cooking instructors are new to teaching the program for the purpose of a rehearsal of the professional training course.
- f) A locked room at the training facility beginning in June throughout the 4 weeks of training to store training materials and training equipment.

9. Application and Registration Requirements

- a) Processing potential participant applications. Application content will be provided by NYSED. Processing of the applications means vendor will post application on a website developed by the vendor from March through August in year one of the contract. In years 2021-2024, registration will be posted January through August. The following duties are required of staff processing the applications, but not limited to:
- i. Create a data base of all applications
 - ii. Create the 4 week lists – 30 participants per week for Professional Cooking and 20 participants per week for Managing Your Child Nutrition Program
 - iii. Send list to NYSED for final approval, weekly beginning in May when registration is posted
 - iv. Send confirmation letters with orientation packet, denial letters, and waiting list letters to the applicants and their supervisors.
 - v. Create a data base of participants on a waiting list for each week.
 - vi. Handle all calls regarding the placement of participants on the 4 week lists, waiting list, and requests for changes in participant's week to attend, etc.
 - vii. Ongoing updating of weekly list ensuring 30 participants per week for Professional Cooking and 20 participants per week for Managing Your Child Nutrition Program.
 - viii. One week before the training session, call the applicants to ensure their attendance and review with them a listing of pertinent data provided by the State Education Department (this list includes the uniform requirements, etc.)
 - ix. Generate the weekly sign-in sheet for registration.
 - x. Generate name tags for all participants.
 - xi. Generate the listing of weekly attendees including name (last and first), district, and school phone number for the orientation packet.
 - xii. Inform lodging facility of weekly participants' names and any additions/deletions.
 - xiii. Be responsive to NYSED representatives regarding information pertaining to the application process. NYSED representatives will handle all program questions and provide the prototype of the confirmation, denial and waiting list letters to be sent.
- b) Provide road signs to lead participants to adequate on-site parking and the registration area.
- c) Each week provide a registration table set up with manuals, sign-in sheet and nametags for all attendees. Name plates will be provided for all Managing Your Child Nutrition Program attendees. Vendor will create and provide all these items.

NYSED CHILD NUTRITION PROGRAM ADMINISTRATION WILL PROVIDE:

- a) A NYSED representative(s) to oversee the program, who will also be available for consultations and on-site meetings. The fluid and seamless preparation, hiring of staff other than instructors, obtaining the food, etc. and the overall day-to-day operation of activities for the program is the SOLE responsibility of the vendor.
- b) Instructors to be employed by the vendor. In order to ensure that the spirit, essence and quality of the programs are delivered, NYSED will select instructors who are able to teach adults with various educational backgrounds. Instructors will have school (grades K-12, not university), hands-on food service backgrounds.
- c) An electronic file of the prototype letters to be sent to participants for their confirmation, denial or status on the waiting list.
- d) Dissemination of the statewide notification packet, containing access to the application, to all applicable school food authorities.

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- e) The entire course agenda and outline including class lesson plans, and PowerPoint presentation shows for orientation and standardized recipes and production records segments, and all course materials for all classes. Any updates will be provided to the vendor by May 15th of program year.
- f) Any recipe revisions will be provided to the vendor by May 15th of program year.
- g) Electronic copy of evaluation worksheet for Professional Cooking and Managing Your Child Nutrition Program.
- h) NYSED will provide a debriefing agenda. It is required that all the participating instructors, NYSED representatives, and the vendor representative will attend a debriefing session in week 4, facilitated by the vendor.

Payments and Reports

The winning bidder will submit quarterly invoices to NYSED for actual services provided. Invoices will be compared to the descriptions in the budget. Failure to provide all required services in a way that is satisfactory to NYSED may result in the suspension of payments.

See Appendix A-1

Accessibility of Web-Based Information and Applications

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with NYSED IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

Subcontracting Limit

Subcontracting will be limited to 30% of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- the subcontract will equal or exceed \$100,000 over the life of the contract;

For additional information about Vendor Responsibility, see the **Vendor Responsibility** section contained in **3.) Evaluation Criteria and Method of Award** of this RFP.

If the vendor proposes to change subcontractors during the contract period, NYSED must be notified prior to the change. NYSED reserves the right to reject any replacement subcontractors proposed by the vendor and reserves the right to approve all changes in subcontractors. The Subcontracting Form located in the Submission Documents must be updated annually and submitted to NYSED. Using this form, the vendor must also report to NYSED, on an annual basis, actual expenditures incurred for all subcontractors and indicate which subcontracting costs are associated with M/WBE.

Consultant Staff Changes

The Contractor will maintain continuity of the Consultant Team staff throughout the course of the contract. All changes in staff will be subject to NYSED approval. The replacement Consultant(s) with comparable skills will be provided at the same or lower hourly rate.

Contract Period

NYSED will award one (1) contract pursuant to this RFP. The contract resulting from this RFP will be for a five (5) year term anticipated to begin April 1, 2020 and end August 31, 2024.

At the end of any contract term otherwise provided for herein, if a replacement contract has not yet been approved in accordance with State law, any contract awarded hereunder may be extended unilaterally by the State, upon notice to the contractor, at the same terms and conditions, including all contract pricing, for a period of one month. Additionally, this extension may be for a period of up to three months with the concurrence of the contractor. However, any extension will terminate immediately upon approval of the replacement contract except where a period for transition of contractors has been previously provided for.

Electronic Processing of Payments

In accordance with a directive dated January 22, 2010 by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010 shall contain a provision requiring that contractors and grantees accept electronic payments. Additional information and authorization forms are available at the State Comptroller's website at the [State Comptroller's website](#).

M/WBE AND EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS CONTRACTOR REQUIREMENT AND OBLIGATION UNDER NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A (PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS)

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, Article 15-A, of the New York State Executive Law §310-318, (Participation By Minority Group Members and Women With Respect To State Contracts) was enacted to promote equality of economic opportunities for minority group members and women.

The NYSED has enacted its policies Equal Opportunity, Non-Discrimination and Affirmative Action and on Minority and Women-Owned Business Enterprise Procurements, consistent with the requirements as set forth under the provisions of Article 15-A (the "Article") incorporated by reference, requiring Contracting Agencies to implement procedures to ensure that the "Contractor" (as defined under Article 15-A, §310.3 shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a state contract, or a bidder in conjunction with the award of a state contract or a proposed party to a state contract, complies with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, in addition to providing Opportunities for Minority and Women-Owned Business Enterprises on all covered state contracts.

In keeping with the intent of the Law, it is the expectation of the Commissioner and the responsibility of all contractors participating in and/or selected for procurement opportunities with NYSED, to fulfill their obligations to comply with the requirements of the Article and its implementing regulations.

In accordance with these requirements, the contractor hereby agrees to make every good faith effort to promote and assist the participation of certified Minority and Women-Owned Business Enterprises

("M/WBE") as subcontractors and suppliers on this project for the provision of services and materials in an amount at least equal to the M/WBE goal (Included in the procurement document) as a percentage of the total dollar value of this project. In addition, the contractor shall ensure the following:

1. All state contracts and all documents soliciting bids or proposals for state contracts contain or make reference to the following provisions:

a. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

For purposes of the Article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rate of pay or other forms of compensation.

b. The contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligation herein.

c. The contractor shall state in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status.

2. The contractor will include the provisions of subdivision one of this section in every subcontract as defined under §310.14, except as provided under §312.6 of the Article, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the State contract.

3. Contractors or subcontractors shall comply with the requirements of any federal law concerning equal employment opportunity, which effectuates the purpose of this section.

4. Contractors and subcontractors shall undertake programs of affirmative action and equal employment opportunity as required by this section¹. In accordance with the provision of the Article, the bidder will submit, with their proposal, Staffing Plan (EEO 100).

5. Certified businesses (as defined under Article 15-A, §310.1 means a business verified as a minority or women-owned business enterprise pursuant to §314 of the Article) shall be given the opportunity for meaningful participation in the performance of this contract, to actively and affirmatively promote and

¹ Notice – Contractors are provided with notice herein, NYSED may require a contractor to submit proof of an equal opportunity program after the proposal opening and prior to the award of any contract. In accordance with regulations set forth under Article 15-A §312.5, contractors and/or subcontractors will be required to submit compliance reports relating to the contractor's and/or subcontractor's program in effect as of the date the contract is executed.

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assist their participation in the performance of this contract, so as to facilitate the award of a fair share of this contract to such businesses².

6. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the [Empire State Development \(“ESD”\) directory of certified businesses](#). The contractor must document its good faith efforts as set forth in 5 NYCRR 142.8. This document, Contractors Good Faith Efforts, can be found in the M/WBE Submission Documents.

7. Contractor shall agree, as a condition of entering into said contract, to be bound by the provisions of Article 15-A, §316.

8. Contractor shall include the provisions set forth in paragraphs (6) and (7) above, in every subcontract in a manner that the provisions will be binding upon each subcontractor as to work in connection with this contract.

9. Contractor shall comply with the requirements of any federal law concerning opportunities for M/WBEs which effectuates the purpose of this section.

10. Contractor shall submit all necessary M/WBE documents and/or forms as described above as part of their proposal in response to NYSED procurement.

11. The percentage goals established for this RFP are based on the overall availability of M/WBEs certified in the particular areas of expertise identified under this RFP. These goals should not be construed as rigid and inflexible quotas which must be met, but as targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.

12. Contractor shall ensure that enterprises have been identified (M/WBE 102) within the Utilization Plan, and the contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent indicated in the plan, as to what measures and procedures contractor intends to take to comply with the provisions of the Article.

13. Contractor shall upon written notification from NYSED M/WBE Program Unit as to any deficiencies and required remedies thereof, the contractor, within the period of time specified, will submit compliance reports documenting remedial actions taken and other information relating to the operation and implementation of the Utilization Plan.

14. Where it appears that a contractor cannot, after a good faith effort, comply with the M/WBE participation requirements, contractor may file a written application with NYSED M/WBE Program Unit requesting a partial or total waiver (M/WBE 101) of such requirements setting forth the reasons for such contractor’s inability to meet any or all of the participation requirements, together with an explanation of the efforts undertaken by the contractor to obtain the required M/WBE participation.

For purposes of determining a contractor’s good faith efforts to comply with the requirements of this section or be entitled to a waiver, NYSED shall consider at the least the following:

² Should the contractor identify a firm that is not currently certified as an M/WBE, it should request that the firm submit a certification application [Empire State Development](#) by the deadline for submission of proposals for eligibility determination. It is the responsibility of the contractor to ensure that a sufficient number of certified M/WBE firms have been identified in response to this procurement, in order to facilitate full M/WBE participation.

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I. Whether the contractor has advertised in general circulation media, trade association publications and minority-focused and women-focused media and, in such event;

- a. Whether or not the certified M/WBEs which have been solicited by the contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and
- b. Whether certified businesses solicited by the contractor responded in a timely fashion to the contractor's solicitations for timely competitive bid quotations prior to the contracting agency's deadline for submission of proposals.

II. Whether there has been written notification to appropriate certified M/WBEs that appear in the [Empire State Development website](#).

All required Affirmative Action, EEO, and M/WBE forms to be submitted along with bids and/or proposals for NYSED procurements are attached hereto. Bidders must submit subcontracting forms which:

- 1) fully comply with the participation goals specified in the RFP; OR
- 2) partially comply with the participation goals specified in the RFP, and include a request for partial waiver, and document its good faith efforts to fully comply with the percentage goals specified in the RFP; OR
- 3) do not include certified M/WBE subcontractors or suppliers, and include a request for a complete waiver, and document its good faith efforts to fully comply with the participation goals specified in the RFP.

All M/WBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD. Online Certification can be found at the [New York State Contract System website](#).

Failure to comply with the requirements of Article 15-A as set forth under this procurement and in conjunction with the corresponding contract, will result in the withholding of associated funds and other enforcement proceedings set forth under Article 15-A.

2.) Submission

Documents to be submitted with this proposal

This section details the submission document or documents that are expected to be transmitted by the respondent to the State Education Department in response to this RFP. NYSED shall own all materials, processes, and products (software, code, documentation and other written materials) developed under this contract. Materials prepared under this contract shall be in a form that will be ready for copyright in the name of the NYSED. Any sub-contractor is also bound by these terms. The submission will become the basis on which NYSED will judge the respondent's ability to perform the required services as laid out in the RFP. This will be followed by various terms and conditions that reflect the specific needs of this project.

Project Submission

1. Submission Documents—Two (2) copies (one bearing an original signature)
2. Technical Proposal—Five (5) copies
3. Cost Proposal—Three (3) copies (one bearing an original signature)
4. M/WBE Documents—One (1) copy (bearing an original signature)
5. Microsoft Word (USB Flash Drive)—One (1) electronic version with the submission, technical, cost, and M/WBE proposals. Please place the USB Flash Drive in a separate envelope.

The proposal must be received by **September 19, 2019, by 3:00 PM** at NYSED in Albany, New York.

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide complete presentation. If supplemental materials are a necessary part of the proposal, the bidder should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

The proposal must communicate an understanding of the deliverables of the RFP, describe how the tasks are to be performed and identify potential problems in the conduct of the deliverables and methods to identify and solve such problems.

Bidders should specify all details and dates required to evaluate the technical proposal and should limit aspects of the project plan which are to be determined only after the award of a contract. No optional deliverables to be provided only at an additional cost should be included and will not be considered in the evaluation of the technical proposal. Contractual terms, conditions and assumptions are inappropriate for inclusion in the proposal.

Any proprietary material considered confidential by the bidder will specifically be so identified, and the basis for such confidentiality will be specifically set forth in the proposal by submitting the form "Request for Exemption from Disclosure Pursuant to the Freedom of Information Law," located in 5) Submission Documents.

Technical Proposal

70 Points

The original plus **4** copies of the completed Technical Proposal must be mailed in a separate envelope labeled **RFP #20-009-Technical Proposal-Do Not Open** and must include the following:

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For the proposal submitted in response to this RFP to be considered responsible a respondent must submit a proposal that complies with, but is not limited to, the following:

1. Complete description of classroom and kitchen facilities. Include a list of the kitchen equipment (appliances) that is available for use, along with the size of kitchens and classrooms. Indicate the distance from classrooms to kitchens.
2. Description of the lodging and the proximity to the classrooms/kitchens at the training facility(s).
3. Indicate how many and what other groups will be training on-site each week of the Professional Cooking training session.
4. Title and background information of staff member(s) who will direct the program and an indication of their time dedicated to the direction of this project. Be specific, how many people will be involved in the administration, what their duties for this project will be and what time will be dedicated in their specific roles in this project. Precisely, who will administer the project, lead the instructors, handle the day-to-day operations and their responsibilities, etc. Make special notations that if designated staff is already employed by the facility in a year-round position, how and when they will prepare, work on, and dedicate time to the Professional Cooking and Managing Your Child Nutrition Program project. Include the person appointed who will be responsible for receiving and storing the materials in a locked room. Indicate support pot/pan/dish washer.
5. Indicate the number of assistant staff that will be responsible to have specified food for participants' meals, breaks, receptions etc. prepared, set out, replenished and cleaned up.
6. Indicate any support staff or others to assemble orientation packets (site must purchase pocket orientation packets), assemble manuals, hand out orientation packets, handle on-site registration for the training programs, and ensure smooth hotel registration for participants and overall training needs.
7. A person must be designated to set up A/V equipment, be responsible for its operation and fix any operational problems immediately.
8. Develop a detailed **timeline** that begins with a fully executed contract. The timeline must be indicated in terms of days and weeks to accomplish specific tasks and duties, instead of dates. The expectation is that the timeline will be followed and adhered to by the vendor unless discussed with the NYSED representative. The timeline should indicate a comprehensive understanding of the breath and scope of this project and clearly show how the project will be handled, and by whom. An important component of the timeline is an indication that there is communication and collaboration among all staff members working on this project and a clear delineation of the person(s) responsible/accountable for the individual segments of the program. The inclusive timeline should be comprised of, but is not limited to the following:
 - Hiring instructors
 - Hiring of all kitchen support staff
 - Schedule meetings with instructors
 - Meet with NYSED representative
 - Handle the notification process beginning in May or June and continuing throughout the program
 - Assemble the orientation packets and manuals
 - Handle registration

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- Conduct a complete “dry run” of program including orientation in May or early June 2020.
 - Order all foods, spices, supplies, required utensils and materials
 - Conduct orientation meetings for all employees, etc.
9. The respondent must provide a plan for delivery of the full program each week in the event of unforeseen circumstances, personal or other. A back-up plan for all instructors, administrators and kitchen support staff working on this project must be well defined. The quality of the program, due to extenuating circumstances, cannot be compromised.
10. Past experience in coordinating training workshops for fifty participants or more.
11. Provide a transportation plan to transport participants from the bus or train terminals to the teaching site and vice versa.
12. Describe the plan for providing meals as listed in Attachment B.
13. The respondent should outline in detail the means and methods for accomplishing the RFP objectives. It is essential to include all areas noted in **MANDATORY REQUIREMENTS**.

Cost Proposal

30 Points

The original plus two (2) copies of the completed Cost Proposal must be mailed in a separate envelope labeled **RFP #20-009-Cost Proposal-Do Not Open** and must include the following:

- 1.) Bid Form Cost Proposal
- 2.) 5 Year Budget Summary, **Signature Required**
- 3.) Subcontracting Form
- 4.) M/WBE Purchases Form

The respondent must detail the component costs of the RFP for the period April 1, 2020 – August 31, 2024. Costs are to be submitted on Appendix B that is attached to **5.) Submission Documents**. The proposal must detail the comprehensive individual budget items as follows:

- a. Training site/audiovisual equipment (including high resolution LCD projector);
- b. Number of staff and their individual fees;
- c. Single room lodging for attendees close to training site;
- d. Meals/refreshments for attendees and instructors as specified;
- e. All food, materials and supplies for class (including a Taylor thermometer for each attendee); and
- f. Miscellaneous – specify items in this category

The sum total of the above six (6) items will be used in calculating the cost of the program. Cost proposals must be submitted in a separate sealed envelope labeled “Cost Proposal - #20-009- – Do Not Open”

Budgets must be submitted using whole dollar numbers.

The Financial Criteria portion of the RFP will be scored based upon the grand total of the _5 year budget summary.

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M/WBE Documents

The original plus one (1) copy of the completed M/WBE Documents must be mailed in a separate envelope labeled **RFP #20-009-M/WBE Documents-Do Not Open**. Please return the documents listed for the compliance method bidder has achieved:

Full Participation-No Request for Waiver

1. M/WBE Cover Letter, **Signatures Required**
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan

Partial Participation-Partial Request for Waiver

1. M/WBE Cover Letter, **Signatures Required**
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan
5. **M/WBE 101** Request for Waiver
6. **M/WBE 105** Contractor's Good Faith Efforts

No Participation-Request for Complete Waiver

1. M/WBE Cover Letter, **Signatures Required**
2. **M/WBE 101** Request for Waiver
3. **M/WBE 105** Contractor's Good Faith Efforts

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3.) Evaluation Criteria and Method of Award

This section begins with the criteria the agency will use to evaluate bids and closes with the “method of award” or how the contractor will be selected. This will be followed by various terms and conditions that reflect the specific needs of this project as well as New York State contract guidelines and requirements.

Criteria for Evaluating Bids

All eligible proposals received by the deadline will be reviewed using the following criteria and ratings. Applicants must ensure that all components of this application request have been addressed, the required number of copies has been provided, all forms and assurances have been completed, and the original signatures in blue are included as required.

An evaluation committee will complete a review of all proposals submitted. The committee will review each proposal based upon the submitted proposal and the requirements of the RFP only. Bidders should not assume that committee review members will be familiar with the current program or have any previous experience with the bidder. Appropriate description should be included to inform review committee members about the bidder’s qualifications and capacity to perform all required deliverables.

The committee will review each proposal to determine compliance with the requirements described in the RFP. The committee retains the right to determine whether any deviation from the requirements of this RFP is substantial in nature and may reject in whole or in part any and all proposals, waive minor irregularities and conduct discussions with all responsible bidders.

Technical Criteria (70 Points)

The initial evaluation of respondent proposals will be accomplished by ranking the technical proposals in descending order from the highest score. A total of seventy (70) points will be given for technical criteria. The evaluation continues with an on-site visit to confirm that the accommodations meet with NYSED’s specifications. After site visits are made, NYSED members will have the opportunity to revise their original technical scores. Any site determined to not meet the criteria established in the technical evaluation will have points deducted from that category.

Each site will be evaluated on the following criteria:

- Physical Layout of Kitchen (to accommodate **the three simultaneous productions**). Also, kitchens should be clean, sanitized and able to accommodate 12 persons.
- Equipment: availability of required quantity and in good working condition
- Classrooms-not auditoriums: size, availability, and proximity to kitchen areas

TECHNICAL EVALUATION (70% of Overall Score)

The determination of this section of the proposal will be based upon information supplied by the respondent in response to this RFP. Each proposal will be evaluated on the following criteria:

Three complete, clean and sanitized industrial kitchens, including stipulated equipment and supplies to accommodate 12 persons each.	15 Points
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Ability to provide all other training facilities (Classroom and storage space) and in close proximity to kitchens.	10 Points
Detailed lodging – reasonable proximity to site.	5 Points
Complete meal plans.	5 Points
A transportation plan is in place for participants who arrive by train or bus and for farm visit(s).	5 Points
Vendor and instructors participate in planning and debriefing with NYSED. Vendor properly accounts for all food items, orders required supplies, processes approved applicants, provides required attire, hires necessary assistants, handles registration and storage.	5 Points
Ability to provide AV equipment and person responsible. Staff listing is complete – director, assistants, support staff, kitchen staff, etc.	5 Points
Ability to deliver complete program including provision for leftover food.	5 Points
Timeline is acceptable and complete.	5 Points
Prior experience	5 Points
Contingency plan in place.	5 Points

Financial Criteria (30 Points)

- The **financial portion** of the proposal represents thirty (30) points of the overall score and will be awarded points pursuant to a formula. This calculation will be computed by the Contract Administration Unit upon completion of the technical scoring by the technical review panel.
- The agency reserves the right to request best and final offers.
- The submitted budget will be awarded points pursuant to a formula which awards the highest score of thirty (30) points to the budget that reflects the lowest overall cost. The remaining budgets will be awarded points based on a calculation that computes the relative difference of each proposal against the lowest budget submitted. The resulting percentage is then applied to the maximum point value of thirty (30) points.

The Financial Criteria portion of this RFP will be scored based upon the grand total for the five (5) year budget summary.

- **NYSED reserves the right to request best and final offers. In the event NYSED exercises this right, all responsive bidders will be asked to provide a best and final offer. The Contract Administration Unit will recalculate the financial score.**

Method of Award

The aggregate score of all the criteria listed will be calculated for each proposal received.

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The contract issued pursuant to this proposal will be awarded to the vendor whose aggregate technical and cost score is the highest among all the proposals rated. **If NYSED exercises the right to request best and final offers, the contract must be issued to the vendor with the highest aggregate technical and financial score that results from the best and final offer.**

In the event that more than one proposal obtains the highest aggregate score, the contract will be awarded to the vendor in that group of highest aggregate scores whose budget component reflects the lowest overall cost.

The NYSED reserves the right to reject all proposals received or cancel this RFP if it is in the best interest of the Department.

It is the intention of SED to enter into a five-year agreement with a vendor for the proposed services.

NYSED's Reservation of Rights

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation; (16) request best and final offers.

Post Selection Procedures

Upon selection, the successful bidder will receive a proposed contract from NYSED. The selected bidder may be given an opportunity to reduce its cost proposal in accordance with the agency's right to negotiate a final best price. The contents of this RFP, any subsequent correspondence during the proposal evaluation period, and such other stipulations as agreed upon may be made a part of the final contract prepared by NYSED. Successful bidders may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of State funds.

Debriefing Procedures

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In accordance with section 163 of the NY State Finance Law, NYSED, upon request, must provide a debriefing to any unsuccessful bidder regarding the reasons their proposal was not selected for an award.

1. All unsuccessful bidders may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED of non-award. Bidders may request a debriefing by submitting a written request to the Fiscal Contact person at:

NYS Education Department
Contract Administration Unit
89 Washington Avenue
Room 501W EB
Albany, NY 12234

2. Upon receipt of a timely written request from the unsuccessful bidder, NYSED will schedule the debriefing to occur within a reasonable time following receipt of the request. Debriefings will be conducted in person, unless NYSED and the bidder mutually agree to utilize other means, including but not limited to telephone, video-conferencing or other types of electronic communication.
3. The debriefing will include: a) the reasons that the proposal submitted by the unsuccessful bidder was not selected for an award; b) the qualitative and quantitative analysis employed by NYSED in assessing the relative merits of the proposals; c) the application of the selection criteria to the unsuccessful bidder's proposal; and d) when the debriefing is held after the final award, the reasons for the selection of the winning proposal. The debriefing will also provide, to the greatest extent practicable, general advice and guidance to the unsuccessful bidder concerning potential ways that their future proposals could be more responsive.

Contract Award Protest Procedures

Bidders who receive a notice of non-award or disqualification may protest the NYSED award decision subject to the following:

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of a debriefing or disqualification letter. The protest letter must be filed with:

NYS Education Department
Contract Administration Unit
89 Washington Avenue
Room 501W EB
Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The

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original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

4. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

Vendor Responsibility

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered include: legal authority to do business in New York State; integrity; capacity- both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a [Vendor Responsibility Questionnaire](#). School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. A complete list of exempt entities can be viewed at the [Office of the State Comptroller's website](#).

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the [VendRep System Instructions](#) or go directly to the [VendRep System on the Office of the State Comptroller's website](#).

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the [VendRep website](#) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Subcontractors:

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- the subcontract will equal or exceed \$100,000 over the life of the contract.

Note: Bidders must acknowledge their method of filing their questionnaire by checking the appropriate box on the Response Sheet for Bids (5. Submission Documents).

Procurement Lobbying Law

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Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the NYSED and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of the solicitation through final award and approval of the Procurement Contract by NYSED and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified below. NYSED employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at [NYSED's Procurement Lobbying Law Policy Guidelines webpage](#).

Designated Contacts for NYSED

Program Office – **Child Nutrition Kylie Smith**

Contract Administration Unit – **Lucas Rodriguez**

M/WBE – **Joan Ramsey**

Consultant Disclosure Legislation

Effective June 19, 2006, new reporting requirements became effective for State contractors, as the result of an amendment to State Finance Law §§ 8 and 163. As a result of these changes in law, State contractors will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

Chapter 10 of the Laws of 2006 expands the definition of contracts for consulting services to include any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

To enable compliance with the law, State agencies must include in the Procurement Record submitted to OSC for new consultant contracts, the State Consultant Services Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term (Form A - see link below). The completed form must include information for all employees providing service under the contract whether employed by the contractor or a subcontractor. Please note that the form captures the necessary planned employment information ***prospectively from the start date of the contract through the end of the contract term.***

[Form A](#) is available on OSC’s website.

Please note that although this form is not required as part of the bid submissions, NYSED encourages bidders to include them in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the form listed above is acceptable.

Chapter 10 of the Laws of 2006 mandates that State agencies must now require State contractors to **report annually** on the employment information described above, including work performed by subcontractors. The legislation mandates that the annual employment reports are to be submitted by the contractor to the contracting agency, to OSC and to the Department of Civil Service. State

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Consultant Services Contractor's Annual Employment Report ([Form B](#) - see link below) is to be used to report the information for all procurement contracts above \$15,000. Please note that, in contrast to the information to be included on Form A, which is a one-time report of planned employment data for the entire term of a consulting contract on a projected basis, **Form B will be submitted each year the contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).**

[Form B](#) is available on OSC's website.

For more information, please visit [OSC Guide to Financial Operations](#).

Public Officer's Law Section 73

All bidders must comply with Public Officer's Law Section 73 (4)(a), as follows:

4. (a) No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party chairman or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

(i) The term "state officer or employee" shall mean:

(i) heads of state departments and their deputies and assistants other than members of the board of regents of the university of the state of New York who receive no compensation or are compensated on a per diem basis;

(ii) officers and employees of statewide elected officials;

(iii) officers and employees of state departments, boards, bureaus, divisions, commissions, councils or other state agencies other than officers of such boards, commissions or councils who receive no compensation or are compensated on a per diem basis; and

(iv) members or directors of public authorities, other than multistate authorities, public benefit corporations and commissions at least one of whose members is appointed by the governor, who receive compensation other than on a per diem basis, and employees of such authorities, corporations and commissions.

Review [Public Officer's Law Section 73](#).

NYSED Substitute Form W-9

Any payee/vendor/organization receiving Federal and/or State payments from NYSED must complete the NYSED Substitute Form W-9 if they are not yet registered in the Statewide Financial System centralized vendor file.

The NYS Education Department (NYSED) is using the NYSED Substitute Form W-9 to obtain certification of a vendor's Tax Identification Number in order to facilitate a vendor's registration with the SFS centralized vendor file and to ensure accuracy of information contained therein. We ask for the

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information on the NYSED Substitute Form W-9 to carry out the Internal Revenue laws of the United States.

Workers' Compensation Coverage and Debarment

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements which provide for the debarment of vendors that violate certain sections of WCL. The WCL requires, and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

PROOF OF COVERAGE REQUIREMENTS

The Workers' Compensation Board has developed several forms to assist State contracting entities in ensuring that businesses have the appropriate workers' compensation and disability insurance coverage as required by Sections 57 and 220(8) of the WCL.

Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Workers' Compensation Coverage

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a State contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or

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- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

For additional information regarding workers' compensation and disability benefits requirements, please refer to the [New York State Workers' Compensation Board website](#). Alternatively, questions relating to either workers' compensation or disability benefits coverage should be directed to the NYS Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the forms listed above are acceptable.

Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance ("DTF") that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The selected bidder must file a properly completed Form ST-220-CA (with NYSED as the Contracting Agency) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the [New York State Department of Taxation and Finance's website](#). Forms are available through these links:

- [ST-220 CA](#)
- ST-220 TD

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Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them with their bid submissions to expedite contract execution if the bidder is awarded the contract.

4.) **Assurances**

Assurance of Civil Rights Compliance

The contractor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the contractor agrees to maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the contractor, its successors, transferees and assignees as long as it receives

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assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the contracted entity.

The State of New York Agreement, Appendix A – Standard Clause for all New York State Contracts, and Appendix A-1 **WILL BE INCLUDED** in the contract that results from this RFP. Vendors who are unable to complete or abide by these assurances should not respond to this request.

The documents listed below are included in **5.) Submission Documents**, which must be signed by the Chief Administrative Officer. Please review the terms and conditions. Certain documents will become part of the resulting contract that will be executed between the successful bidder and the NYS Education Department.

1. Non-Collusion Certification
2. MacBride Certification
3. Certification-Omnibus Procurement Act of 1992
4. Certification Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements
5. Offerer Disclosure of Prior Non-Responsibility Determinations
6. NYSED Substitute Form W-9 (If bidder is not yet registered in the SFS centralized vendor file.)
7. Iran Divestment Act Certification
8. Sexual Harassment Policy Certification
9. Civil Rights Compliance Certification

M/WBE Documents – **(the forms below are included in 5.) Submission Documents**)

Please return the documents listed for the compliance method bidder has achieved:

Full Participation-No Request for Waiver

1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan

Signatures Required

Partial Participation-Partial Request for Waiver

1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan
5. **M/WBE 101** Request for Waiver
6. **M/WBE 105** Contractor's Good Faith Efforts

Signature Required

No Participation-Request for Complete Waiver

1. M/WBE Cover Letter

Signature Required

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2. **M/WBE 101** Request for Waiver

3. **M/WBE 105** Contractor's Good Faith Efforts

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through MaryEllen Elia, Commissioner of Education of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

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B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

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C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

Appendix A
STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as

the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the

Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's

Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of

process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development

Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
[NYS M/WBE Directory](#)

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in

accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("[Prohibited Entities List](#)").

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the

Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

(January 2014)

APPENDIX A-1

Payment and Reporting

- A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

Responsibility Provisions

- A. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. Suspension of Work (for Non-Responsibility)
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Property

- A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed under this agreement. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

Inventories for non-expendable assets must be submitted with the final expenditure report. In addition to or as part of whatever rights the State may have with respect to the inspection of the Contractor, the State shall have the right to inspect the inventory without notice to the Contractor.

The Contractor shall not at any time sell, trade, convey or otherwise dispose of any non-expendable assets having a market value in excess of Two Thousand Dollars (\$2,000) at the time of the desired disposition without the express permission of the State. The Contractor may seek permission in writing by certified mail to the State.

The Contractor shall not at any time use or allow to be used any non-expendable assets in a manner inconsistent with the purposes of this agreement.

- B. If the Contractor wishes to continue to use any of the non-expendable assets purchased with the funds available under this agreement upon the termination of this agreement, it shall request permission from the State in writing for such continued use within twenty-five (25) days of the termination of this agreement. The Contractor's request shall itemize the non-expendable assets for which continued use is sought. The State may accept, reject or accept in part such request. If the request for continued use is allowed to any degree, it shall be conditioned upon the fact that said equipment shall continue to be used in accordance with the purposes of this agreement.

If after the State grants permission to the Contractor for "continued use" as set forth above the non-expendable assets are not used in accordance with the purposes of this agreement, the State in its discretion may elect to take title to such assets and may assert its right to possession upon thirty (30) days prior written notice by certified mail to the Contractor. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- C. Upon termination of this agreement, the State in its discretion may elect to take title and may assert its right to possession of any non-expendable assets upon thirty (30) days prior written notice by certified mail to the Contractor. The State's option to elect to take title shall be triggered by the termination of this agreement or by the State's rejection of continued use of non-expendable assets

by the Contractor as set forth herein. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- D. The terms and conditions set forth herein regarding non-expendable assets shall survive the expiration or termination, for whatever reason, of this agreement.

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the NYSED. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the NYSED. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the NYSED and that such work shall be prepared in a form ready for copyright by the NYSED. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Certifications

- A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is complete, true and accurate.

- B. Contractor certifies that it has not knowingly and willfully violated the prohibitions against impermissible contacts found in State Finance Law §139-j.
- C. Contractor certifies that no governmental entity has made a finding of nonresponsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

- A. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
- B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

By mail: NYS Office of the State Comptroller
 Bureau of Contracts
 110 State Street, 11th Floor
 Albany, NY 12236
 Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

Reports to DCS are to be transmitted as follows:

By mail: NYS Department of Civil Service
Office of Counsel
Alfred E. Smith Office Building
Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department
Contract Administration Unit
Room 505 W EB
Albany, NY 12234

By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:
1. Appendix A – Standard Clauses for all State Contracts
 2. State of New York Agreement
 3. Appendix A-1 - Agency Specific Clauses
 4. Appendix X - Sample Modification Agreement Form (where applicable)
 5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
 6. Appendix B - Budget
 7. Appendix C – Payment and Reporting Schedule
 8. Appendix D – Program Workplan

(Revised 10/20/15)

ATTACHMENT A

PROFESSIONAL COOKING WORKSHOP SCHEDULE Agenda*

MONDAY

1:00 – 2:15	Orientation/Teambuilding
2:15 – 2:30	Refreshments
2:30 – 5:00	Knife Skills Workshop
5:00 – 7:00	Team Building Working Dinner

TUESDAY

7:30 – 8:00	Continental Breakfast
7:45 – 8:05	Informational Updates
8:05 – 9:30	Standardized Recipes
9:30 – 9:45	Break
9:45 – 11:00	Production Records
11:00 – 12:30	Standardized Recipe Conversion and Production Records
12:30 – 1:00	Lunch
1:00 – 5:00	Professional Cooking Production Workshop (1)
5:00 – 7:00	Local Foods Dinner

WEDNESDAY

7:30 – 8:00	Continental Breakfast / Overview and Highlights of the Program
8:00 – 12:00	Professional Cooking Production Workshop (2)
12:00 – 1:00	Lunch
1:00 – 5:00	Professional Cooking Production Workshop (3)

THURSDAY

7:30 – 8:00	Continental breakfast
8:00- 10:30	Customer Service/Marketing workshop
10:30-10:45	Break
10:45-11:30	Team Reflections/Program Evaluation
12:00-12:30	Presentations/ Closing and Celebration Reception

*Topics and duration time are approximate. SED will provide an updated agenda by May 15th of program year.

MANAGING YOUR CHILD NUTRITION PROGRAM Agenda*

MONDAY

1:00-2:30	Orientation
2:30 – 5:00	Marketing
5:00 – 7:00	Team Building Working Dinner

TUESDAY

7:30 – 8:00	Continental Breakfast
8:00- 12:00	Local Procurement
12:00-12:30	Lunch
12:30- 5:00	Local Farm visit
5:00 – 7:00	Local Foods Dinner

WEDNESDAY

7:30 –8:00	Continental Breakfast
8:00- 12:00	Financial Management
12:00-1:00	Lunch
1:00-2:30	Financial Management
2:30-3:00	Tour of Professional Cooking Program
3:00-5:00	Communications

THURSDAY

7:30 –8:00	Continental Breakfast
8:00–11:30	Menu Planning
11:30–12:00	Evaluation, Presentations/Closing and Celebration Reception

*Topics and duration times are approximate. SED will provide an updated agenda by May 15th of program year.

ATTACHMENT B WORKSHOP MENU

Orientation Welcoming Selections: Provided on Monday. Must include lemonade or punch, iced water, cheese, crackers and fruit.

Morning Breaks: Provided on Tuesday, Wednesday and Thursday. Must include coffee (regular and decaffeinated), tea, iced water, assorted baked goods.

Continental Breakfast: Provided on Tuesday, Wednesday and Thursday. Must include coffee (regular and decaffeinated), tea, iced water, milk, assorted juices, breakfast pastries, seasonal fruit, eggs and cereal options.

Lunch: Provided on Tuesday and Wednesday. Must include assorted beverages - hot and cold selections, iced water. Tuesday lunch will need to include salads, cold cuts and cheese slices, assorted breads, chips, fresh fruit and dessert. Wednesday lunch can be the foods prepared in class.

Afternoon Breaks: Provided on Monday, Tuesday and Wednesday. Must include assorted hot and cold beverages, iced water, fruit and assorted baked goods.

Dinner: Monday dinners will be provided on site as a working dinner and must include a salad, choice of 3 – 4 entrees (including one vegetarian selection), choice of 2-3 desserts, and assorted hot and cold beverages. Tuesday dinner will be provided on site and must include a salad, choice of 3 – 4 entrees (including one vegetarian selection), choice of 2-3 desserts, assorted hot and cold beverages. Tuesday's dinner will highlight local foods. Any products that are grown and/or produced in New York State may be utilized. Menu subject to prior approval by NYSED. Dinner provisions for Wednesday should be made at area restaurants and paid for by the vendor. Dinner must be provided at area restaurants close to the training site and lodging. The vendor will work with local restaurants to obtain vouchers to provide to the participants. The voucher allows the participant to receive a salad or appetizer, entrée, dessert and a non-alcoholic drink from the selected local restaurants.

Graduation Reception: Provided on Thursday and must include a ½ sheet cake with CONGRATULATIONS written on it, lemonade and iced tea, iced water, and fresh fruit. All must be appropriately displayed on table with tablecloth, skirting, etc.

ATTACHMENT C

Professional Cooking Anticipated Staff Needs & Responsibilities

Instructors must be assigned to:

- Conduct orientation each week.
- Provide knife skills demonstrations and workshop each week.
- One instructor is a liaison at the hotel for participant check-in on Monday evening.
- Attend the team building dinner on Monday evening.
- Lead opening and closing segments on Tuesday and Wednesday each week (5-10 minutes) where a “Thought for the Day” is read, daily agenda reviewed, questions asked and answered, concerns addressed, and housekeeping reviewed.
- Present the standardized recipe, production record class each week.
- Instruct the standardized recipe conversion workshop and production record activity each week.
- Three (3) instructors must be assigned to instruct the three (3) separate professional cooking workshops that occur simultaneously.
- Attend the local foods dinner on Tuesday each week.
- Present the customer service/marketing class each week.
- At least one instructor will conduct the Thursday closing/evaluation process and graduation ceremony.
- Overall be responsible for the smooth flow of the daily program in conjunction with the project director, movement of participants, handling of unexpected occurrences, ensure that the daily schedule is met, have constant and open communications with the project director, etc.
- Instructors will need to be paid for approximately thirty minutes time prior to presenting or leading workshops each day. This time will be used to ensure rooms are set up and ready for the instruction to begin.

The State Education Department has a large cadre of Master Instructors with school food service (grades K- 12) hands-on expertise to be drawn upon as potential instructors. Master Instructors are food service professionals from across the state that have received training from NYSED in specific program areas and are then certified by the State. The Master Instructors are highly credentialed individuals with exceptional presentation skills and who possess an understanding of student's preferences and the federal Child Nutrition Program regulations.

Assistants

One kitchen assistant will work with each instructor in the individual kitchen area. The kitchen assistant is responsible for **all** pre-preparation and clean up each Monday, Tuesday and Wednesday for each instructor/kitchen area. Specific assistant weekly duties include but are not limited to:

- Setting up each kitchen area for each participant including equipment and food items – A COMPLETE MISE EN PLACE. Because of the limited amount of time that the participants are in the kitchens, all pre-preparation, setting up of work stations, food supplies, kitchen utensils, etc. must be accurately and consistently ready for each kitchen training period by the kitchen assistants. Only the participants will be cooking. Neither the participants nor instructors will be

- responsible for the setting-up of the kitchen work areas, collecting food items or kitchen and equipment supplies from around the kitchen or cleaning of the pots/pans/dishes/utensils;
- Assist in setting up of classroom areas with displays. Pictures of display requirements for each classroom will be provided by NYSED;
 - Placement of recipes in plastic covers on stand-up clipboards at each work area;
 - Preparing all needed demo items for the classroom segments, set up supplies required for all demonstrations and delivery to the required classroom.
 - Stock all areas, refrigerators, etc.;
 - Have carts for each of the three kitchens stocked with weekly food items and dry items;
 - Set up sanitizing buckets with solution and chix towels throughout each of the three kitchens for each participants daily;
 - For each classroom segment, put an apron and hair restraint by each participant's station and have a new, clean apron for each kitchen the participant will use;
 - Have all equipment set up at each participant's work station including French knife, paring knife, waste bins, cutting board, pots, pans, etc.;
 - Dish up, cover, properly label and store leftover food items; freeze appropriate items for following week's consumption by attendees;
 - Be prepared to help instructors in the classroom/kitchen lab exercises;
 - Maintain a positive attitude and conduct themselves in a professional manner; and
 - Work closely with the instructor.

Managing Your Child Nutrition Program Anticipated Staff Needs & Responsibilities

Instructors must be assigned to:

- Conduct Orientation.
- Present Marketing workshop.
- One instructor is a liaison at the hotel for participant check-in on Monday evening
- Attend team building dinner Monday evening.
- Present Procuring local foods workshop and facilitate Farm/Processor Visit.
- Attend local foods dinner on Tuesday evening.
- Present Financial Management workshop.
- Lead tour of the Professional Cooking program for all Managaing Your child Nutrition Program attendees.
- Present Communications workshop.
- Present/lead menu planning activity.
- Conduct evaluation, closing presentation/graduation ceremony.
- Overall be responsible for the smooth flow of the daily program in conjunction with the project director, movement of participants, handling of unexpected occurrences, ensure that the daily schedule is met, have constant and open communications with the project director, etc.

ATTACHMENT E

Instructional Recipes

STANDARDIZED RECIPE INFORMATION

Item/Food: Banana Bread Squares
Total Yield: 25 servings
Pan Size: 1 Half steam table pan (12" x 10" x 2 1/2") Cut pan 5 x 5
 25 pieces per pan
Serving Utensil:
Serving/Portion size: each

FOOD CREDITING	
M/MA	
GRAIN	1.75 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
White Whole Wheat Flour	1 5/8 cups	
All purpose flour	1 5/8 cups	
Sugar	1 1/4 cups + 1 Tablespoon	
Instant nonfat dry milk	2 Tablespoons	
Baking Powder	2 1/2 teaspoons	
Baking Soda	1/2 teaspoon	
Ground Nutmeg	1 teaspoon	
Salt	1/2 teaspoon	
Frozen Whole Eggs	1/3 cup + 1 Tablespoon	Thawed
Water	2/3 cup	
Vanilla Extract	1 teaspoon	
Trans- fat free vegetable shortening	1/2 cup	
Fresh, bananas	1 1/2 cups	Mashed well
Walnuts, optional	3/4 cup	Chopped
Sweetened Coconut, optional	1/2 cup	Shredded

PREPARATION:

Place flour, sugar, instant dry milk, baking powder, baking soda, nutmeg and salt in a commercial mixer. Using a paddle attachment, mix on low speed for 1 minute. Leave dry ingredients in mixer.

Combine eggs, water and vanilla in a large bowl. Stir well.

Add shortening and egg mixture to dry ingredients. Mix for 30 second on low speed. Beat for 1 minute on medium speed.

Add mashed bananas and walnuts (if using). Blend for 30 seconds on low speed. Beat for 1 minute on medium speed. Batter will be lumpy. **DO NOT OVERMIX.**

Pour batter into the half steam table pan that has been lightly sprayed with pan release spray.

Sprinkle coconut flakes, (if using) on top of banana mixture before baking.

Bake until golden brown:

Convection oven: 300°F for 25-35 minutes

Conventional oven: 350°F for 35- 45 minutes

Portion: Cut pan 5 x 5 (25 pieces per pan).

STANDARDIZED RECIPE INFORMATION

Item/Food: Basic Whole Grain Biscuits
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1 biscuit

FOOD CREDITING	
M/MA	
GRAIN	2.25 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
White Whole Wheat Flour	1 pound	
All purpose flour	1 pound	
Instant or non-instant non-fat dry milk	1 ½ ounces	
Baking powder	3 ½ teaspoons	
Salt	1 ½ teaspoons	
Shortening	5 ¾ ounces	
Cold water	1 ¾ cups	

PREPARATION:

Blend flour, dry milk, baking powder and salt in mixer for 1 minute at low speed.
 Add shortening and blend into dry ingredients for 2 minutes at low speed. Mixture will be crumbly.
 Add water and mix on low speed for approximately 1 minute to form soft dough. Scrape bowl as necessary during mixing.
 Turn out onto lightly floured surface, knead ball of dough lightly for 1 minute.
 Roll or pat out each ball of dough to ½ inch thickness.
 Cut with floured 2 ½ inch biscuit cutter and place on sheet pan

Bake at 450 degrees
 Conventional oven: 12-14 minutes
 Convection oven: 8-10 minutes

CHEESE BISCUITS: Follow steps 1 and 2, in step 3, add 6 ounces of shredded cheddar cheese to soft dough. Mix lightly to distribute cheese. Continue with steps 4 - 6.

DROP BISCUITS: Follow steps 1 and 2. In step 3, use 2 1/3 cups cold water. OMIT step 4. In step 5, portion with level #16 scoop onto 1 sheet pan (18 x 26 x 1). Continue with step 6

STANDARDIZED RECIPE INFORMATION

Item/Food: Basic Whole Grain Muffins
Total Yield: 24 servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1 Muffin

FOOD CREDITING	
M/MA	
GRAIN	2.25 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Whole Wheat Flour	4 cups	
White Sugar	1 cup	
Eggs	2	
Baking Powder	2 Tablespoons	
Salt	1 Teaspoon	
Milk	1 cup	
Applesauce	½ cup	

PREPARATION:

Preheat oven to 400°F. Grease bottom of the muffin cups or use paper liners. Beat eggs, stir in milk, and applesauce. Mix in remaining ingredients just until flour is moistened. Batter should be lumpy. Fill muffin cup 2/3 cup full. Bake 20 to 25 minutes or until golden brown. Immediately remove from pan.

Variations:

Apple Muffins- Stir in 2 cups of grated apple with oil and 1 teaspoon cinnamon with flour. If desired, sprinkle the top with nut crunch topping.

Nut Crunch Topping- Mix together 2/3 cup brown sugar packed, 2/3 cup of chopped nuts, and 1 teaspoon of cinnamon. Bake 25 to 30 minutes.

Blueberry Muffins- Fold in 2 cups of fresh or frozen blueberries into batter.

Cherry Almond Muffins- Fold in 2 cups of drained cherries into batter and 2 teaspoons of almond extract.

Cranberry Orange Muffins- Fold in 2 Tablespoons of grated orange peel and 2 cups of cranberries into batter.

Oatmeal Muffins- Stir in 2 cups raisins or dates, or figs with milk. Decrease the flour to 2 cups. Stir in 2 cups of oatmeal, 1 teaspoon of nutmeg, and 1 teaspoon of cinnamon with the flour mixture.

Streusel Topping- This can be used for any muffin. Mix together ½ cup all-purpose flour, ¼ cup packed brown sugar, ¼ cup firm margarine or butter and 1 teaspoon of cinnamon. Mix all ingredients until crumbly and sprinkle on muffins. Bake 20 to 25 minutes.

STANDARDIZED RECIPE INFORMATION

Item/Food: Beans and Greens
Total Yield: 25 Servings
Pan Size:
Serving Utensil: 8 ounce Ladle
Serving/Portion size: 8 ounces

FOOD CREDITING	
M/MA	
GRAIN	
VEGETABLE	
Red/Orange	
Beans/Legumes	1/3 cup
Dark Green	1/8 cup
Starchy	
Other	
FRUIT	

OR

FOOD CREDITING	
M/MA	1 oz. eq.
GRAIN	
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	1/8 cup
Starchy	
Other	
FRUIT	

*Beans/Legumes may be credited towards the M/MA component or the vegetable component but not both.

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Olive oil	2 Tablespoons	
Onion	2 cups	Chopped
Garlic	2 Tablespoons	Minced
Collard Greens or Escarole	3 pounds (fresh or frozen)	Chopped or thawed
Low sodium chicken stock	3 quarts	
Black Pepper	½ teaspoon	
Beans- Cannellini, white or garbanzo	2 quarts	Drained, can be mixed
Parmesan cheese	1 cup	Grated

PREPARATION:

Heat oil in the bottom of an 8-quart pot.

Add onions, sauté until translucent.

Add garlic, cook for additional minute.

Add chicken stock, bring to boil.

Add greens, black pepper and beans.

Simmer until tender.

Sprinkle parmesan cheese over top.

STANDARDIZED RECIPE INFORMATION

Item/Food: Beef and Bean Tamale Pie
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1- 5 x 5 serving

FOOD CREDITING		FOOD CREDITING	
M/MA	2.25 oz. eq.	M/MA	1.25 oz. eq.
GRAIN	1.5 oz. eq.	GRAIN	1.5 oz. eq.
VEGETABLE		VEGETABLE	
Red/Orange	1/8 cup	Red/Orange	1/8 cup
Beans/Legumes		Beans/Legumes	1/4 cup
Dark Green		Dark Green	
Starchy		Starchy	
Other	1/8 cup	Other	1/8 cup
FRUIT		FRUIT	

*Beans/Legumes may be credited towards the M/MA component or the vegetable component but not both.

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Garlic Powder	1 Tablespoon	
Ground Black Pepper	¾ teaspoon	
Chili Powder	2 Tablespoons	
Ground Cumin	1 Tablespoon	
Paprika	1 ½ teaspoons	
Onion Powder	1 ½ teaspoons	
Raw ground beef (No more than 15% fat)	1 pound 4 ounces	
Canned low sodium pinto beans OR Dry pinto beans, cooked	1 quart 2 ¼ cups	Drained and rinsed
Fresh onion	1 1/3 cups	Small dice
Fresh green bell pepper	1 cup + 2 Tablespoons	Small dice
Fresh red bell pepper	1 cup + 2 Tablespoons	Small dice
Frozen corn	2 cups	Thawed
Fresh cilantro	1 cup	Finely chopped
Water	2 ½ cups	
Canned no salt added tomato paste	1 ½ cups	
Canned no salt added diced tomatoes	3 cups	Undrained
Reduced fat cheddar cheese	3 cups	Shredded
TOPPING:		
Ingredients	Weight/ Measure	Method
Whole wheat flour	1 ½ cups	
White whole grain cornmeal	1 ¼ cups	
Sugar	½ cup	
Baking powder	1 Tablespoon + 1 ½ teaspoons	
Salt	¾ teaspoon	
Frozen whole eggs	1/3 cup	Thawed
Non-fat milk (liquid)	1 ¾ cups	
Canola Oil	¼ cup	

PREPARATION:

Combine all spices in a bowl. Stir well.

Place ground beef and all the spices in a medium stock pot. Heat over medium high heat uncovered for 5-8 minutes. Stir often until meat is well done.

Remove beef from heat. Drain beef in a colander. Put in a full disposable pan.

Add water, tomato paste, diced tomatoes, pinto beans, onions, peppers, corn, cilantro and drained ground beef. Stir well. Simmer uncovered over low heat for 10-15 minutes.

If desired, prepare ground beef mixture ahead and refrigerate overnight.

Fold cheese into beef and bean mixture. Put in the oven until the cornbread topping is completed.

Pour mixture into a 12" x 20" x 2 1/2" steam table pan.

For cornbread topping: Combine flour, cornmeal, sugar, baking powder and salt in a commercial mixer. Using a paddle attachment, mix for 1 minute.

Combine eggs, milk and oil in a large bowl. Stir well. Add egg mixture to dry ingredients. Mix until dry ingredients are moistened. DO NOT OVERMIX. Mix for 1-2 minutes on medium speed.

Meat mixture should be cooled slightly before pouring batter on top. Spread into the corners.

Bake until lightly browned: Conventional oven: 400°F for 30-35 minutes. Convection oven: 350°F for 20-25 minutes.

Remove from oven. Cool for 10 minutes.

Portion: Cut pan 5 x 5 (25 pieces per pan)

STANDARDIZED RECIPE INFORMATION

Item/Food: Beef Fajita Wrap
Total Yield: 25 servings
Pan Size:
Serving Utensil: 2 oz. Spoodle
Serving/Portion size: ¼ cup of filling on a tortilla shell

FOOD CREDITING	
M/MA	2 oz. eq.
GRAIN	1 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	1/8 cup
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Jalapeno pepper	½ Pepper	Diced very fine
Lemon juice	¾ cup	
Pineapple juice	¾ cup	
Salt	1 ½ teaspoons	
Pepper, black	1 Tablespoon	
Beef strips	3 pounds 8 ounces	Thinly sliced or as purchased
Vegetable oil	½ cup	
Onion	1 pound	Cut into strips
Green pepper strips	1 pound	
Tomato, fresh	4	Thin wedges
Whole wheat tortillas (30 grams)	25 tortilla shells	

PREPARATION:

Combine juices, salt, pepper, and beef strips. Marinate for 1 hour; can be held up to 24 hours.

Drain meat in colander. Discard marinade. Stir-fry meat in frying pan with ½ cup of vegetable oil until cooked. Add onions and green peppers to meat. Stir fry until tender-crisp. Transfer to 12 x 10 x 2 inch pan.

Cut tomatoes into thin wedges. Combine carefully with beef and vegetable mixture. Cover with plastic wrap and place on steam table.

Heat tortillas to soften. Keep covered. Do not allow to dry out. Serve tortilla on a tray and portion the beef and vegetable mixture in the center of the tortilla. Tortilla may be rolled or folded in half.

STANDARDIZED RECIPE INFORMATION

Item/Food: Black Beans and Rice
Total Yield: 25 Servings
Pan Size:
Serving Utensil: ½ steam table pan (6 in. deep)
Serving/Portion size: 1 cup

FOOD CREDITING	
M/MA	
GRAIN	½ oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	1/4 cup
Dark Green	
Starchy	
Other	
FRUIT	

OR

FOOD CREDITING	
M/MA	1 oz. eq.
GRAIN	½ oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

*Beans/Legumes may be credited towards the M/MA component or the vegetable component but not both.

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Vegetable oil	2 teaspoons	
Onion	2 cups	Finely chopped
Brown rice, dry	4 cups	Long grain
Cayenne pepper	1 teaspoon	
Ground allspice	½ teaspoon	
Beef or vegetable stock	8 cups	Low sodium
Black beans	1 # 10 can	Drained
Fresh or bottled lime juice	2 ounces	

PREPARATION:

Preheat oven to 350 degrees. Warm the oil in frying pan, add rice and sauté the rice for 2 minutes. Stir in the onion and sauté for an additional 2 minutes.

Add cayenne and allspice. Cook long enough to warm the spices, then remove from the oven.

Heat stock. Cover rice with stock and aluminum foil. Bake at 350 degrees for approximately 30-40 minutes.

When the rice is done, remove from oven and stir in black beans and lime juice.

Return to oven and bake until it reaches 160 degrees.

STANDARDIZED RECIPE INFORMATION

Item/Food: Broccoli Salad
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1/4 cup

FOOD CREDITING	
M/MA	
GRAIN	
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	1/4 cup
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Broccoli and Stems	6 ¼ cups	Broken into small florets, stems peeled and diced in small pieces
Purple Onion	½ cup	Diced, small
Raisins	¾ cup	
Walnuts	½ cup	Chopped
Bacon	8 slices	Cut and fried
Mayonnaise	1 cup	
Sugar	⅓ cup	
Vinegar	¼ cup	

PREPARATION:

Cut raw bacon into bits and fry crisp, drain on paper towels.
 Mix together mayonnaise, sugar, vinegar, and bacon.
 Pour dressing over broccoli, onions, nuts and raisins.
 Mix well and let stand about an hour before serving.

STANDARDIZED RECIPE INFORMATION

Item/Food: Carrot and Sweet Potato Chowder
Total Yield: 25 servings
Pan Size:
Serving Utensil: 8-ounce Ladle
Serving/Portion size: 1 Cup

FOOD CREDITING	
M/MA	2 oz. eq.
GRAIN	
VEGETABLE	
Red/Orange	1/2 cup
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Sweet potatoes, fresh	6 cups	Diced, medium
Carrots, fresh	6 cups	Sliced
Celery, fresh	2 cups	Chopped
Green onions	1/2 cup	Chopped
Salt	3 teaspoons	
Pepper, white	1 teaspoon	
Water	9 cups	
Milk	8 cups	Warmed
American cheese	6 cups	Diced small
Margarine	1/2 pound	
Flour	1/2 pound	

PREPARATION:

Place sweet potatoes, carrots, celery, green onion, salt, pepper and water in pot and bring to a boil.

Cook for 15 minutes - DO NOT DRAIN.

Melt margarine, add flour to make roux.

Add roux to warm milk to thicken.

Add roux mixture to the sweet potato mixture.

Add cut up cheese and cook until cheese is melted and is about 140 degrees.

STANDARDIZED RECIPE INFORMATION

Item/Food: Carrot Raisin Salad
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1/2 cup

FOOD CREDITING		
M/MA		
GRAIN		
VEGETABLE		
	Red/Orange	1/4 cup
	Beans/Legumes	
	Dark Green	
	Starchy	
	Other	
FRUIT		1/8 cup

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Fresh Carrots, Peeled	7 cups	Shredded coarse
Raisins	2 cups	
Instant non-fat dry milk	1/4 cup	Reconstituted
Reduced calorie salad dressing or Low- fat mayonnaise	1 cup	
Salt	1/4 teaspoon	
Ground nutmeg	1/4 teaspoon	
Frozen lemon juice concentrate	1 Tablespoon	Reconstituted

PREPARATION:

Place carrots and raisins in a large bowl.

In a separate bowl, combine milk, salad dressing or mayonnaise, salt, nutmeg and lemon juice.

Pour dressing over carrots and raisins and mix lightly. Spread salad in a 2" hotel pan and chill.

Cover, refrigerate until service.

Mix lightly before serving.

STANDARDIZED RECIPE INFORMATION

Item/Food: Cauliflower Tabbouleh (Tah-BUHL-lee)
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: ½ cup

FOOD CREDITING	
M/MA	
GRAIN	
VEGETABLE	½ cup
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	½ cup
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Cauliflower, fresh	6 pounds	Diced/Shredded
Tomatoes, fresh	1 quart	Chopped or Sliced
Cucumbers, fresh	2 cups	Sliced
Parsley, fresh	1 cup	Chopped
Onions	1 cup	Chopped
Mint, fresh	1 cup	
Salt	1 Tablespoon	
Lemon juice	¾ cup	
Extra virgin olive oil	¾ cup	
Horseradish	½ Teaspoon	
Yellow Mustard	½ Teaspoon	
Dill Pickles	3 small	

PREPARATION:

Add Tomatoes, cucumbers, parsley, onions and mint to Cauliflower

For dressing: combine salt lemon juice in small bowl. Whisk in oil. Add dressing to salad and toss to combine all ingredients.

Served Chilled

STANDARDIZED RECIPE INFORMATION

Item/Food: Chickpea Salad
Total Yield: 25 Servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1 cup

FOOD CREDITING		
M/MA		
GRAIN		
VEGETABLE		
	Red/Orange	1/2 cup
	Beans/Legumes	1/2 cup
	Dark Green	
	Starchy	
	Other	
FRUIT		

OR

FOOD CREDITING		
M/MA		2 oz. eq.
GRAIN		
VEGETABLE		
	Red/Orange	1/2 cup
	Beans/Legumes	
	Dark Green	
	Starchy	
	Other	
FRUIT		

*Beans/Legumes may be credited towards the M/MA component or the vegetable component but not both.

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Chickpeas (garbanzo beans), canned	7 ½ pounds	Drain and rinse
Onions, raw	1 cup	Chopped
Tomatoes, red, ripe, raw	6 1/2 pounds	Chopped
Parsley, raw	3 cups	Chopped
Garlic, raw	6 cloves	Minced
Canola oil	1 ½ cups	
Lemon juice	½ cup	
Salt, table	Dash	
Black pepper	Dash	

PREPARATION:

Drain and rinse chickpeas. Place in mixing bowl.

Chop onions, tomatoes and parsley and combine in bowl with chickpeas.

Mince garlic and add to above ingredients. Mix well.

In a separate bowl, combine oil, lemon juice, salt and pepper. Incorporate into vegetable mixture and keep refrigerated.

STANDARDIZED RECIPE INFORMATION

Item/Food: Chilled Curried Rice Salad
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: ½ cup

FOOD CREDITING	
M/MA	2 ½ oz. eq.
GRAIN	½ oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	1/8 cup
Starchy	
Other	1/8 cup
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Uncooked brown rice	4 cups	
Water	2 quarts	
Cooked ham	1 quart	Julienne cut
Monterey jack cheese or cheddar cheese or processed cheese	1 quart	Julienne cut
Sweet red pepper	1 quart	Julienne cut
Broccoli	1 quart	Florets
Carrots	2 cups	Thinly sliced
Green onions	2 cups	Thinly sliced
DRESSING:		
Lemon juice	½ cup + 2 Tablespoons	
Vinegar	½ cup + 2 Tablespoons	
Turmeric	2 Tablespoons	
Dry mustard	2 teaspoons	
Curry powder	2 teaspoons	
Salt and pepper	To taste	
Vegetable oil	1 cup	

PREPARATION:

In a saucepan bring rice and water to a boil. Reduce heat to a simmer, cover and cook until done, about 20 minutes. Check for tenderness, drain if necessary and cool.

In a large mixing bowl, toss rice, ham, cheese, red pepper, broccoli, carrots and green onions.

DRESSING:

Combine lemon juice, vinegar, turmeric, dry mustard, curry powder, salt and pepper in a blender or food processor. With machine on high, slowly add vegetable oil through the feeder cap until well mixed. Dressing will thicken slightly.

Pour dressing over the salad and toss to coat. Cover and chill several hours or overnight.

STANDARDIZED RECIPE INFORMATION

Item/Food: Corn Bread
Total Yield: 25 Servings
Pan Size: ½ sheet cake pan, 2 ½ inches deep
Serving Utensil:
Serving/Portion size: 2 x 2 square

FOOD CREDITING	
M/MA	
GRAIN	2.25 oz. eq.
VEGETABLE	
	Red/Orange
	Beans/Legumes
	Dark Green
	Starchy
	Other
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Whole Wheat Flour	2 cups	
Corn meal	2 cups	
Granulated sugar	¼ cup	
Salt	1 ½ teaspoons	
Baking powder	2 Tablespoons	
Eggs	4	
Milk, skim	2 cups	
Oil	¼ cup	

PREPARATION:

Pre-heat oven to 400 degrees. Grease pan and set aside

In mixing bowl, stir together by hand flour, corn meal, sugar, baking powder and salt. In another bowl, beat together eggs, milk and oil

Add to flour mixture and stir just until batter is smooth, do not over mix. Pour into greased pan for 20-25 minutes until golden brown

VARIATIONS:

Once better is made you may stir in the ingredients for one of the variations

Cheesy Spinach Cornbread

20-ounces spinach
 3 cups cheddar cheese, shredded

Double Corn Bread

1 ½ cups frozen corn (thawed)

Corn Bread with a Kick

6-ounces jalapeno peppers
 2 cups cheddar cheese, shredded

STANDARDIZED RECIPE INFORMATION

Item/Food: Couscous with Tomato and Basil
Total Yield: 25 Servings
Pan Size:
Serving Utensil:
Serving/Portion size: ½ cup

FOOD CREDITING	
M/MA	
GRAIN	1 oz. eq.
VEGETABLE	
Red/Orange	1/8 cup
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Vegetable oil	¼ cup	
Garlic	2 tablespoons	Chopped
Basil-dried	¼ cup	
Or basil- fresh	3 cups	Chopped
Vegetable stock	9 cups	
Whole wheat couscous	6 cups	
Tomatoes	6 cups	Finely chopped
Parsley	¾ cup	Chopped
Salt	1 teaspoon	
Pepper	1 teaspoon	

PREPARATION:

Heat oil in a saucepan, over medium heat. Cook garlic for 2 minutes or until softened.

Add vegetable stock AND if using dried basil add now. Bring all the above to a boil.

Stir in couscous. Cover and remove from heat. Let stand for 5 minutes. Fluff with a fork.

Stir in tomatoes, parsley, salt and pepper AND if using fresh basil, add now.

May be served hot as a side dish or chilled and served as a salad.

STANDARDIZED RECIPE INFORMATION

Item/Food: Delectable Turkey/Chicken Pot Pie
 Total Yield: 25 servings
 Pan Size: 12x20x2
 Serving Utensil: 8 oz. Ladle
 Serving/Portion size: 8 oz.

FOOD CREDITING	
M/MA	2 oz. eq.
GRAIN	2.25 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	1/8 cup
FRUIT	

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Margarine	6 ounces	
Onions	7 ounces	Chopped
Whole Wheat All Purpose Flour	7 ounces	
Pepper, Black	¼ teaspoon	
Turkey/Chicken Stock	2 quarts + 2 cups	Heated, Hot
Cooked Turkey/Chicken	3.5 pounds	Cut into ½- ¾ inch pieces
Celery	12 ounces	Diced
Carrots	1 pound	Sliced
Peas, Frozen	1 pound	
Baking Powder Drop Biscuit		
Flour, Whole White Wheat	2 pounds	
Baking Powder	1 ¼ ounces	
Salt	1/3 Tablespoon	
Shortening	3 ounces	
Milk	2 ½ cups	

PREPARATION:

Preheat the oven to 350 degrees. Prepare the filling. While cooking the filling, prepare biscuits.

Pot Pie Mixture: Prepare raw vegetables using directed cuts and steam for 8 minutes. Drain, set aside. In a large stock pan, sauté onions in margarine until tender. Add flour and pepper to onions, stir until blended. Cook for 3-5 minutes on low heat. Add hot stock, stirring continuously. Add cooked cut up meat. Add the cooked vegetables, and fold into the sauce. Next, add the frozen peas. Pan the mixture and drop the biscuits on top. Bake at 350 degrees for approximately 15-20 minutes or until the biscuits are brown.

Biscuits:

Combine flour, baking powder and salt in mixing bowl. Mix on low speed until blended, approximately 10 seconds, using a flat beater. Add shortening to flour mixture and mix on low speed for 1 minute. The mixture will be crumbly. Add milk, and mix on low speed. Drop by #30 scoop on top of pot pie mixture.

STANDARDIZED RECIPE INFORMATION

Item/Food: **Enhanced Herbed Rice**
 Total Yield: **25 servings**
 Pan Size: **½ size 4-inch deep steam table pan**
 Serving Utensil: **#8 scoop**
 Serving/Portion size: **½ cup**

FOOD CREDITING	
M/MA	
GRAIN	1 oz. eq.
VEGETABLE	
	Red/Orange
	Beans/Legumes
	Dark Green
	Starchy
	Other
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Butter	8 ounces	
Onion	2 medium	Chopped fine
Brown rice, dry	6 ½ cups	
Parsley	3 Tablespoons	
Garlic powder	½ teaspoon	
Basil	1 teaspoon	
Oregano	2 teaspoons	
Vegetable base	3 ounces	
Boiling water	3.5 quarts	

PREPARATION:

Preheat oven to 350 degrees.

Sauté onion in butter, add rice to onion mixture and coat. Add seasonings, add boiling water to which vegetable base has been added. Stir well.

Cover tightly with foil and bake for approximately 1 hour. Check and stir about halfway through.

Rice is done when tender and moisture is absorbed.

STANDARDIZED RECIPE INFORMATION

Item/Food: Fresh Fruit Salad
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1 cup

FOOD CREDITING	
M/MA	
GRAIN	
VEGETABLE	
	Red/Orange
	Beans/Legumes
	Dark Green
	Starchy
	Other
FRUIT	1 cup

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Strawberries, raw	1 quart	Sliced
Grapes, American type, raw	1 quart	Halved
Melons, cantaloupe, raw	1 quart	Diced
Melons, honeydew, raw	1 quart	Diced
Apple, raw	1 quart	Diced
Raisins, seedless	½ quart (not packed)	

PREPARATION:

Combine all ingredients. Serve in 1 cup portions.

STANDARDIZED RECIPE INFORMATION

Item/Food: Goopy Chocolate Muffin
Total Yield: 24 servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1 muffin

FOOD CREDITING	
M/MA	
GRAIN	1 oz. eq.
VEGETABLE	
	Red/Orange
	Beans/Legumes
	Dark Green
	Starchy
	Other
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
White Whole Wheat Flour	1 cup	
All- Purpose White Flour	1 cup	
Cocoa Powder, sifted	1 ¼ cups	
Baking Soda	2 teaspoons	
Baking Powder	2 teaspoons	
Salt	½ teaspoon	
Applesauce, unsweetened	1 ½ cups	
White Sugar	1 cup	
Honey	½ cup	
Vanilla Extract	2 teaspoons	
Egg Whites, Large	4 each	
Yogurt, Non-Fat Vanilla	1 ½ cups	
Mini Semi-Sweet Chocolate Chips	1 cup	

PREPARATION:

Preheat oven to 400°F.
 Spray muffin pans with cooking spray.
 Combine the flours, cocoa powder, salt, baking powder and baking soda together.
 In a separate large bowl, mix the applesauce, sugar, honey, egg whites, non- fat yogurt, and vanilla together.
 Whisk until smooth with no lumps
 Slowly stir wet ingredients into the dry ingredients by hand. Gently stir in the mini chocolate chips. The batter will be lumpy. **DO NOT OVERMIX.**
 Using a scoop, divide the batter into sprayed muffin tins filling 2/3 to almost full in the pans.
 Bake at 400°F for 15 to 20 minutes.
 Remove from the oven. Let the muffins cool for 5 minutes before removing from the pan.

STANDARDIZED RECIPE INFORMATION

Item/Food: Green Bean and Tomato Salad
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Weight/Measure Served: 1/2 cup

FOOD CREDITING		
M/MA		
GRAIN		
VEGETABLE		
	Red/Orange	1/8 cup
	Beans/Legumes	
	Dark Green	
	Starchy	
	Other	1/8 cup
FRUIT		

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Fresh Tomatoes, any kind	2 1/2 pounds	Diced
Fresh Garlic	1 teaspoon	Minced
Fresh Parsley	2 Tablespoons	Chopped
Basil, Fresh or Dried	3/4 teaspoon dried or 1 1/2 Tablespoons fresh	Chopped
Oregano, Dried	1 1/4 teaspoon	
Sugar, granulated	1/2 teaspoon	
Salt	1/2 teaspoon	
Pepper, black	1/4 teaspoon	
Olive Oil	3 Tablespoons	
Balsamic Vinegar	3 Tablespoons	
Green Beans	2 1/2 pounds	Snipped
Onion, Red (optional)	3 Tablespoons	Diced, small

PREPARATION:

Core tomatoes. Cut off bottom ends. Dice the tomatoes and set aside.

Combine the garlic, parsley, basil, oregano, sugar, salt and pepper with vinegar in a medium bowl or half pan. Stir in the oil.

Add tomatoes to the mixture and chill. (This can be done several hours ahead)

Steam beans until tender but firm and still bright green, about 4-8 minutes, depending on the intensity of the steamer. Alternatively, they can be plunged into boiling water, cooked as above.

Set in ice water, chill until cold and drain well.

Toss beans with the marinated tomatoes and onions (if using onions) just before service.

STANDARDIZED RECIPE INFORMATION

Item/Food: Grilled Rachel Turkey Sandwich
Total Yield: 25 Servings
Pan Size:
Serving Utensil:
Serving/Portion size: Each

FOOD CREDITING	
M/MA	2.75 oz. eq.
GRAIN	2 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
RUSSIAN DRESSING:		
Mayonnaise	1 cup	
Ketchup	¼ cup	
Pickle relish	2 Tablespoons	
Sliced turkey	25- 2 ounce eq. portions	
Swiss cheese	25- ¾ ounce portions	
Sauerkraut	3 cups	Well drained
Whole grain rye bread (28 grams=1 oz. eq. per slice)	50 slices	
Margarine	½ pound	

PREPARATION:

Preheat grill to 350 degrees.

Prepare Russian dressing by mixing together in a bowl the mayonnaise, ketchup and pickle relish. Cover and chill until ready to assemble sandwiches.

Melt margarine and brush onto 25 slices of bread.

Place bread, margarine side down, on baking sheet tray.

Spread 2 teaspoons of Russian dressing on bread. Place one slice cheese, one slice turkey and 2 tablespoons sauerkraut on bread. Top with second slice of bread and brush with melted margarine.

Grill on both sides until brown.

STANDARDIZED RECIPE INFORMATION

Item/Food: Harvest Home “Fries”
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1 cup

FOOD CREDITING		
M/MA		
GRAIN		
VEGETABLE		
	Red/Orange	½ cup
	Beans/Legumes	
	Dark Green	
	Starchy	1/2 cup
	Other	1/8 cup
FRUIT		

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Olive oil	¼ cup	
Spanish onions	1 pound 6 ounces	Diced small
Bell pepper	1 pound	Diced small
Potatoes	6 ½ pounds	Diced
Sweet potatoes	5 pounds	Peeled and diced
Butternut squash	2 ½ pounds	Peeled, cored and diced
Butter	½ cup	Melted
Thyme, dried	1 Tablespoon	
Black pepper	1 teaspoon	
Garlic, granulated	1 teaspoon	

PREPARATION:

Heat oven to 375 degrees. Combine olive oil, onions and pepper in pan.

Cook over medium-high heat until onions are translucent.

Mix together with remaining ingredients.

Roast on sheet pans covered with parchment paper in a single layer for 10 minutes.

*Vegetables should be cooked but not mushy.

STANDARDIZED RECIPE INFORMATION

Item/Food: **Hawaiian Ham Coconut Rice**
 Total Yield: **25 Servings**
 Pan Size:
 Serving Utensil:
 Serving/Portion size: **1 cup**

FOOD CREDITING	
M/MA	3 oz. eq.
GRAIN	1 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	1/4 cup

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Water	3 quarts	
Brown Rice, long grain, regular, dry	6 cups	
Sweetened Coconut	1 cup	Shredded
Low Sodium Ham	3 pounds	Small Dice
Sugar	½ cup	
White Whole Wheat Flour	¼ cup	
Canned pineapple tidbits, in 100% juice	2 quarts	Drained
Sweetened Coconut	½ cup	Shredded
Reduced fat cheddar cheese	1 quart	Shredded
Pineapple juice	3 cups	
Whole grain bread crumbs, plain, (recipe below)	1 ½ cups	

PREPARATION:

Oven:

Boil water
 Place brown rice and 1 cup coconut in a 12" x 20" x 2 ½" steam table pan.
 Pour boiling water over brown rice. Stir. Cover pan tightly with foil.
 Bake: Conventional oven: 350°F for 40 minutes. Convection oven: 325°F for 40 minutes.
 Remove cooked rice mixture from oven and let stand covered for 5 minutes. Stir rice.

Stove Top:

Boil water and 1 cup of coconut in a sauce pan.
 Once the water and coconut mixture is boiling, add the rice and bring to a boil again.
 Once boiling, simmer for 30 minutes or until well absorbed.

ASSEMBLY:

First layer: Smooth rice mixture over the bottom of the pan.
 Second layer: Evenly distribute diced ham over rice mixture
 Third layer: Combine sugar, flour, pineapple, remaining coconut and shredded cheese in a large bowl. Stir well. Evenly distribute pineapple mixture over diced ham in the pan.
 Forth layer: Pour pineapple juice over contents of the pan.
 Fifth layer: Sprinkle with bread crumbs and spray crumbs with a pan release cooking spray.

**Bake until cheese is melted and bread crumbs are lightly toasted: Conventional oven: 350°F for 40 minutes.
Convection oven: 325°F for 15 minutes.**

Whole Grain Bread Crumbs

For 25 servings: 4 slices of whole grain bread

Lightly toast whole- grain bread slices.

Tear into small pieces.

Place in a food processor and pulse until coarse crumbs form.

Place on a small baking sheet and bake in oven at 350°F for 2-3 minutes until browned and dry.

Toss occasionally.

Cool and store in an airtight container.

Standardized Recipe

Recipe Name: **Chef Salad Plate – small clamshell**
 Serving Size: **1**
 Total Yield: **25**

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Ham, deli	43.75 oz (1.75oz/serving = 1oz M/MA credit)	Sliced
Turkey, deli	33.75oz (1.35oz/serving = 1oz M/MA credit)	Sliced
Romaine	25 cups (1 Cup/serving)	Prepared garden salad
Cucumber	50 slices (2 slices/serving)	
Celery	50 sticks (2 slices/serving)	
Carrots	50 sticks (2 slices/serving)	
Tomatoes, cherry	50 (2 tomatoes/serving)	
Green Pepper	50 slices (2 slices/serving)	
Bread	25 slice (1 slice/serving) (second available at register)	Wrapped

Directions:

Spread lettuce over bottom of clam shell.
Roll up deli meats and place in center, then arrange vegetables around meat.
Place bread into container.
Seal, label and store at 40° or lower for service.

Revised 10/16/2018

Crediting:

- **2oz Meat/Meat Alternative**
- **1oz Whole Grain (Estimated: could vary based on bread size)**
- **½ Cup “Dark Green” from vegetable subgroup**
- **½ Cup “Other” from vegetable subgroup**
- **¼ Cup “Red/Orange” from vegetable subgroup**

Original Recipe:

Standardized Recipe

Recipe Name: **Chef Salad Plate – small clamshell**
Serving Size: **1**
Total Yield: **1**

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Ham, deli	1.75 oz = 1 oz	Sliced
Turkey, deli	1.35 = 1oz	Sliced
Lettuce	1 cup	Prepared garden salad
Cucumber	2 slices	
Celery	2 sticks	
Carrots	2 sticks	
Tomatoes, cherry	2	
Green Pepper	2 slices	
Bread	1 slice (second available at register)	Wrapped

Directions:

Spread lettuce over bottom of clam shell.
Roll up deli meats and place in center, then arrange vegetables around meat.
Place bread into container.
Seal, label and store at 40° or lower for service.

STANDARDIZED RECIPE INFORMATION

Item/Food: Hummus
Total Yield: 25 Servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1/4 cup

FOOD CREDITING	
M/MA	.25 oz. eq.
GRAIN	
VEGETABLE	
Red/Orange	
Beans/Legumes	1/3 cup
Dark Green	
Starchy	
Other	
FRUIT	

OR

FOOD CREDITING	
M/MA	3 oz. eq.
GRAIN	
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

*Beans/Legumes may credit towards the M/MA component or the vegetable component but not both.

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Garbanzo beans	4 ½ pounds	Drained, liquid reserved
Garlic	18 cloves	Minced
Peanut butter or tahini or sunflower seed butter	1 ¼ cups	
Parsley, fresh	2 cups	Chopped fine
Lemon juice	1 ½ cups	
Black pepper	1 teaspoon	
Oil	2 cups	

PREPARATION:

Add beans and ½ of bean liquid to a food processor and process to a smooth consistency. Add minced garlic, the peanut butter/tahini/sunflower seed butter, parsley, lemon juice, and black pepper.

Process until a paste is formed.

Drizzle in the oil and process until it reaches the consistency of mayonnaise.

Serve with pita bread, also a good dip for fresh vegetables.

STANDARDIZED RECIPE INFORMATION

Item/Food: Macaroni and Cheese
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: ½ cup

FOOD CREDITING	
M/MA	2.25 oz. eq.
GRAIN	1.5 oz. eq.

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Whole grain-rich elbow macaroni	2 pounds	
Lowfat 1% milk	6 ¼ cups	
Ground mustard	2 Tbsp + ¼ tsp	
Worcestershire Sauce	1 Tbsp + 1 ¼ tsp	
Salt	1 Tbsp	
Hot pepper sauce	4¼ dashes	
Butter	1/3 cup + 1 Tbsp	
Cheddar Cheese, divided	14 ½ cups	Shredded
Bread Crumbs	2 cups + 1 Tbsp	
Butter	½ cup + 1 tsp	Melted
Paprika	2 tsp	

PREPARATION:

Preheat oven to 350 degrees F.
 Grease hotel pan.
 Bring a large pot of lightly salted water to a boil.
 Add macaroni and cook for 8 to 10 minutes or until al dente; drain.
 Heat the milk in a small saucepan. Stir in mustard, Worcestershire sauce, salt, and hot sauce. Set aside.
 Stir 1 1/2 tablespoons butter and 3 cups cheese into the drained macaroni. Pour the hot milk mixture over the cheese and macaroni. Transfer to prepared baking dish.
 Sprinkle remaining 1/2 cup cheddar on top.
 Combine the bread crumbs with the melted butter, and spread over the top.
 Sprinkle with paprika.
 Bake in preheated oven for 30 minutes, and then place under the broiler for 1 to 2 minutes.

STANDARDIZED RECIPE INFORMATION

Item/Food: Marinated Black Bean Salad
Total Yield: 25 Servings
Pan Size:
Serving Utensil:
Serving/Portion size: ½ cup

FOOD CREDITING	
M/MA	
GRAIN	
VEGETABLE	
Red/Orange	
Beans/Legumes	1/4 cup
Dark Green	
Starchy	1/8 cup
Other	
FRUIT	

OR

FOOD CREDITING	
M/MA	1.5 oz. eq.
GRAIN	
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	1/8 cup
Other	
FRUIT	

*May be credited towards the M/MA component or the vegetable component but not both.

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Canned Black Beans	1 ½ #10 cans	Drained and Well Rinsed
Frozen Corn (whole kernel) Or Canned Corn (whole kernel)	1 quart 1 2/3 cup or 1 # 10 can	Thawed Drained
Fresh Green Peppers	1 ¼ cups	Small Dice
Fresh Red Peppers	1 ½ cups	Small Dice
Fresh Onions	1/3 cup	Minced
Lemon Juice	¼ cup	
Dried Parsley	1 Tablespoon	
Ground Cumin	2 teaspoons	
Granulated Garlic	1 teaspoons	
Canned Salsa	1 ¼ cups	
Vegetable oil	2 Tablespoon	
Reduced Fat Monterey Jack Cheese (optional)	1 cup	Shredded

PREPARATION:

Combine black beans, corn, peppers and onions in a medium bowl.
 For dressing, combine the lemon juice, parsley, cumin, granulated garlic, salsa and oil.
 Pour dressing over salad and toss lightly to combine. Spread in a 12" x 20" x 2 ½" hotel pan.
 Refrigerate until service.
 Portion with a #8 scoop (1/2 cup).
 Sprinkle cheese on top (optional).

STANDARDIZED RECIPE INFORMATION

Item/Food: Oatmeal- Whole Wheat Raisin Cookies
Total Yield: 25 Servings
Pan Size:
Serving Utensil: #24 scoop
Serving/Portion size: 1 cookie

FOOD CREDITING	
M/MA	
GRAIN	1.5 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Trans-fat free Margarine or Butter	¾ cup	
Sugar	1 ½ cups	
Frozen whole eggs, thawed OR Fresh large eggs	½ cup 3 each	
Vanilla	1 ½ teaspoons	
Low-fat milk	3 Tablespoons	
Whole wheat flour	1 cup	
All purpose flour	1 cup	
Rolled Oats (Quick Cooking Oats)	1 cup 2 Tablespoons	
Baking powder	1 ½ teaspoons	
Baking soda	¾ teaspoon	
Salt	¾ teaspoon	
Ground Nutmeg	½ teaspoon	
Ground Cinnamon	½ teaspoon	
Raisins	1 cup	
TOPPING:		
Sugar	¼ cup	
Ground Cinnamon	1 teaspoon	

PREPARATION:

Cream margarine or butter and sugar in a mixer with the paddle attachment for 10 minutes on medium speed. Add eggs, vanilla and milk. Mix for 1 minute on medium speed until smooth. Scrape down sides of the bowl. In a separate bowl, combine flours, oats, baking powder, baking soda, salt, nutmeg and cinnamon. Gradually add to the creamed mixture and mix for 1 minute on medium speed until blended. Scrape down the sides of the bowl.

Add raisins. Mix for 30 seconds on low speed.

Lightly coat 3 half sheet pans (13" x 18" x 1") with pan release spray or line with parchment paper. Portion with a No. 24 scoop (2 2/3 T) in rows 3 across and 3 down. (one pan will only have 7 cookies)

TOPPING: Combine sugar and cinnamon in a shaker and sprinkle over cookies.

Bake until light brown. DO NOT OVER BAKE.

Conventional oven: 375°F for 12 minutes

Convection oven: 350°F for 16 minutes

STANDARDIZED RECIPE INFORMATION

Item/Food: Pasta Fagioli
Total Yield: 25 Servings
Pan Size:
Serving Utensil: 8-ounce ladle
Serving/Portion size: 8 ounces

FOOD CREDITING	
M/MA	
GRAIN	½ oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	1/4 cup
Dark Green	1/8 cup
Starchy	
Other	
FRUIT	

OR

FOOD CREDITING	
M/MA	1 oz. eq.
GRAIN	½ oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	1/8 cup
Starchy	
Other	
FRUIT	

*May be credited towards the M/MA component or the vegetable component but not both.

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Whole grain pasta (elbows, rings or shells)	1 pound	
Bacon (cooked)	4 ounces	Chopped
Olive oil	3 Tablespoons	
Onion	2 cups	Chopped
Garlic	2 Tablespoons	Chopped fine
Red pepper, crushed	½ teaspoon	
Black pepper	½ teaspoon	
Tomatoes, canned crushed	1- #10 can	
Water	2 cups	
Kale	2 pounds	Chopped, ½ inch pieces
Cannellini beans	1- #10 can	Drained
Parmesan cheese	2 cups	Grated

PREPARATION:

Cook pasta, drain. Cook bacon in a large pot to crisp, drain grease. Add olive oil and onion, sauté until translucent.

Add garlic, cook for an additional minute. Add red, black pepper, tomatoes, beans and water- bring to a boil.

Add kale, reduce to simmer for 20 minutes.

Add cooked pasta.

Stir in 1/3 the cheese, reserve remainder for garnish.

STANDARDIZED RECIPE INFORMATION

Item/Food: Pasta Primavera
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: ½ cup sauce, over 1 cup pasta

FOOD CREDITING	
M/MA	
GRAIN	2 oz. eq.
VEGETABLE	
	Red/Orange
	Beans/Legumes
	Dark Green
	Starchy
	Other
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Carrots, fresh	½ pound	Julienne strips, 1 ½ inch long
Broccoli, fresh	½ pound	Chopped medium sized
Margarine	6 ounces	Melted
Onions	4 ounces	Chopped medium
Garlic	1 Tablespoon	Minced
All-purpose flour	6 ounces	
Water	3 ½ cups	Warmed
Milk	5 cups	Warmed
Chicken base	2 ounces	
Parsley, dried	1 Tablespoon	
Basil leaves, dried	2 teaspoons	
Peas, frozen	5 ounces	
Whole grain pasta	3 pounds	
Water	2 gallons	Boiling

PREPARATION:

Cut carrots and broccoli and cook in 3 ½ cups water. Do not drain, set aside and save for later.

In a large stock pan, melt margarine, add onion and garlic. Cook until onions are tender.

Add flour, stir with wire whisk until flour is mixed in. Cook for 5-10 minutes, stirring often. Add milk and chicken base, gradually stirring with wire whisk. Cook and stir often until no starchy flavor remains.

Add parsley, basil and peas to sauce.

Add reserved broccoli and carrots, keep hot.

Cook pasta until al dente. Drain and serve with sauce.

STANDARDIZED RECIPE INFORMATION

Item/Food: Pumpkin Bread
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1 piece

FOOD CREDITING	
M/MA	
GRAIN	1.75 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
White Whole Wheat Flour	3 cups + 2 tablespoons	
Baking Powder	1 ½ teaspoons	
Baking Soda	1 teaspoon	
Salt	1 teaspoon	
Ground Cinnamon	2 teaspoon	
Nutmeg	½ teaspoon	
Ground Ginger	½ teaspoon	
Brown Sugar	1 2/3 cups	
Canola Oil	¾ cup	
Frozen Whole Eggs, Thawed	2 Tablespoon + 2 teaspoons	
Egg whites	1/3 cup + 2 teaspoons	
Vanilla Extract	2 teaspoon	
Pumpkin, canned (NOT pumpkin pie mix)	2 1/3 cups	
Raisins	1/3 cup	

PREPARATION:

Place flour, baking powder, baking soda, salt, cinnamon, nutmeg, and ginger in a commercial mixer. Using a paddle attachment, mix on low speed for 1 minute. Leave dry ingredients in mixer. Set aside.

Combine sugar and oil in a large bowl

Add eggs and vanilla extract. Stir well.

Combine egg mixture with dry ingredients. Mix for 3-5 minutes on low speed. Batter will be lumpy. **DO NOT OVERMIX.**

Fold in pumpkin and raisins. Stir to combine.

Pour batter into a half steam table pan (12" x 10" x 2 ½") lightly coated with pan release spray. Use 1 pan only.

Bake until golden brown:

 Convection oven: 325°F for 35- 40 minutes

 Conventional oven: 350°F for 40-45 minutes

Portion: Cut 5 x 5 (25 servings per pan) Serve 1 piece (2" x 3 ¾" square)

STANDARDIZED RECIPE INFORMATION

Item/Food: Salsa Chicken
Total Yield: 25 servings
Pan Size:
Serving Utensil: 4 ounce Spoodle
Serving/Portion size: 4 ounces

FOOD CREDITING	
M/MA	3 oz. eq.
GRAIN	
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Turkey or chicken, cooked	5 pounds	Cut into 1/2 inch pieces
Salsa	2 quarts + 2 cups	
Cheddar cheese	1 pound	Shredded
Salt	1/2 teaspoon	
Black pepper	3/4 teaspoon	
Garlic	1/2 teaspoon	Granulated

PREPARATION:

In a large pan, place cooked turkey or chicken, salsa, salt, black pepper and granulated garlic. Simmer for at least 30 minutes, stirring occasionally

Sprinkle cheddar cheese over the top of the above, 10 minutes before serving

Can be served over rice

STANDARDIZED RECIPE INFORMATION

Item/Food: Sesame Asian Noodle Chicken Salad
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1 cup

FOOD CREDITING	
M/MA	1.75 oz. eq.
GRAIN	1 oz. eq.
VEGETABLE	
Red/Orange	1/8 cup
Beans/Legumes	1/8 cup
Dark Green	
Starchy	
Other	1/8 cup
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Fresh ginger	1 Tablespoon	
Rice vinegar	¾ cup	
Low- sodium soy sauce	½ cup	
Orange juice	¼ cup	
Honey	2 Tablespoons	
Canola oil	¾ cup	
Sesame oil	¾ cup	
Garlic powder	½ teaspoon	
Water	1 Gallon	
Spaghetti noodles, cooked	2 ½ pounds	
Water	1 quart	
Frozen edamame	1 quart	
Fresh carrots	1 quart	Shredded
Fresh red cabbage	1 quart	Shredded
Fresh red onion	¾ cup	Julienne
Diced chicken, ½” pieces	3 ¼ pounds	Cooked
Sesame seeds	½ cup	

PREPARATION:

To make the dressing, combine ginger, rice vinegar, soy sauce, orange juice, honey, oil and garlic powder in a blender. Blend for 2 minutes at medium speed. Pour dressing into a container. Cover and refrigerate.

Heat water to a rolling boil.

Slowly add the pasta. Stir constantly until water boils again. Cook for about 8 minutes or until al dente. Stir occasionally. DO NOT OVERCOOK. Rinse in cold water or ice water to rapidly cool. Drain well. Cover and refrigerate.

Heat water to a rolling boil.

Add edamame and boil for 3 minutes. Rinse with cold water. Drain well.

Combine edamame, carrots, cabbage, onions and chicken together in a 12” x 20” x 2 ½” steam table pan. Add pasta. Mix well. Pour dressing over mixture and toss well.

Sprinkle with sesame seeds and refrigerate at 40°F.

STANDARDIZED RECIPE INFORMATION

Item/Food: Skaneateles Beans
Total Yield: 25 servings
Pan Size:
Serving Utensil: ½ size steam table pan (4 inches deep)
Serving/Portion size: ½ cup

FOOD CREDITING	
M/MA	
GRAIN	
VEGETABLE	
Red/Orange	
Beans/Legumes	1/2 cup
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Ground beef	1 pound	
Bacon	1 pound	Chopped
Onion	1 large	Chopped
Pork and beans	1 ¼ quarts	Drained
Butter beans	1 ¼ quarts	Drained
Pinto beans	1 ¼ quarts	Drained
Ketchup	1 cup	
BBQ sauce	1 cup	
Mustard	6 Tablespoons	
Molasses	8 Tablespoons	
Chili powder	8 Tablespoons	
Pepper	2 teaspoon	

PREPARATION:

Preheat oven to 350 degrees. Brown ground beef in a frying pan and drain, brown bacon and drain, brown onion in a little of the bacon fat.

In pan, mix meat, onion and all the beans.

Mix the last six ingredients in a small bowl until well blended. Stir in meat-bacon mixture.

Bake for one hour.

STANDARDIZED RECIPE INFORMATION

Item/Food: **Sloppy Joe**
 Total Yield: **25 servings**
 Pan Size:
 Serving Utensil: **#8 scoop**
 Serving/Portion size: **½ cup filling on a roll**

FOOD CREDITING	
M/MA	2 oz. eq.
GRAIN	2 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Ground beef, raw	4 ½ pounds	
Fresh onions	4 ounces	Finely chopped
Garlic powder	1 ½ teaspoons	
Tomato paste	14 ounces	
Catsup	14 ounces	
Vinegar	½ cup + 1 Tablespoon	
Dry mustard	1 Tablespoon	
Black pepper	½ teaspoon	
Brown sugar, packed	1 ½ ounces	
Hamburger rolls, whole wheat (56 grams)	25 each	

PREPARATION:

Brown ground beef to 158 degrees and drain.

Add onions and garlic powder. Cook for 5 minutes.

Add tomato paste, catsup, vinegar, dry mustard, pepper and brown sugar. Mix well and simmer for 15-20 minutes.

Pour ground beef mixture into serving pans.

Portion with #12 scoop on to bottom of half of each roll. Cover with top half and serve.

STANDARDIZED RECIPE INFORMATION

Item/Food: Southwest Lentil Salad
Total Yield: 25 servings
Pan Size:
Serving Utensil: #8 scoop
Serving/Portion size: ½ cup

FOOD CREDITING		FOOD CREDITING	
M/MA	2 oz. eq.	M/MA	
GRAIN		GRAIN	
VEGETABLE		VEGETABLE	
		Red/Orange	
		Beans/Legumes	1/2 cup
		Dark Green	
	1/8 cup	Starchy	1/8 cup
		Other	
FRUIT		FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
DRESSING:		
Oil	1 cup	
Vinegar	1 ½ cups	
Dijon-style mustard	2 Tablespoon	
Ground cumin	4 Teaspoons	
Garlic	1 Tablespoon	Minced
Salt	2 Teaspoon	
Pepper	1 Teaspoon	
SALAD:		
Corn	1 ½ quarts	Frozen, thawed
Black beans	2 quarts	Drained
Cooked lentils	1 ¼ quarts	
Onion	1 cup	Chopped, small
Green pepper	1 ¼ cups	Chopped, small
Fresh cilantro	½ cup	Chopped

PREPARATION:

Prepare dressing – blend oil, vinegar, mustard, cumin, garlic, salt and pepper.

In a large bowl, combine corn, beans, lentils, onion, pepper and cilantro.

Cover and chill until serving.

STANDARDIZED RECIPE INFORMATION

Item/Food: **Spanish Rice**
 Total Yield: **25 servings**
 Pan Size: **½ size steam table pan (6 inch deep)**
 Serving Utensil: **#8 Scoop**
 Serving/Portion size: **1/2 cup**

FOOD CREDITING	
M/MA	
GRAIN	.5 oz. eq.
VEGETABLE	
	Red/Orange
	Beans/Legumes
	Dark Green
	Starchy
	Other
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Chicken stock	1 quart	
Butter	2 ounces	
Green peppers	6 ounces	Diced small
Celery	6 ounces	Diced small
Onion	8 ounces	Diced small
Diced tomatoes	½ #10 can	
Salt	1 Tablespoon	
Sugar	1 Tablespoon	
Brown rice, raw, washed	1 ½ pounds	
Pepper	To taste	
Chili powder	1 Tablespoon	
Ground cumin	3 teaspoons	
Paprika	1 teaspoon	
Garlic powder	1 teaspoon	

PREPARATION:

Pre-heat oven to 350 degrees.

Heat chicken stock.

Place butter in saucepan and heat. Add rice, green peppers, celery and onions. Sauté until tender. Add the tomatoes, salt, sugar and chicken stock. Bring to a boil. Add the seasonings. Put in pan and cover.

Bake for 20 minutes or until rice is tender.

STANDARDIZED RECIPE INFORMATION

Item/Food: Thai Turkey Wrap
Total Yield: 25 Servings
Pan Size:
Serving Utensil:
Serving/Portion size: Each

FOOD CREDITING	
M/MA	2.5 oz. eq.
GRAIN	2.25 oz. eq.
VEGETABLE	
Red/Orange	1/4 cup
Beans/Legumes	
Dark Green	1/4 cup
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Pre-cooked chunked turkey	4 pounds	
10-inch whole wheat tortillas	25 tortillas (64 grams)	
Thai peanut sauce	2 pounds	
Salad greens	3 pounds	Shredded
Carrots	3 pounds	Shredded
Green onions	3 ½ cups	Sliced fine
Chow Mein noodles, crunchy	1 pound	

PREPARATION:

Spread 1-1 ¼ ounce Thai peanut sauce on tortilla.
 Top with turkey, 2 ounces each of salad greens and carrots, ½ ounce green onion and ½ ounce chow Mein noodles for crunch.
 Roll up tightly in burrito fashion, cut diagonally. Wrap in plastic wrap so cut side shows.
 Hold chilled for service.

STANDARDIZED RECIPE INFORMATION

Item/Food: **Three Bean Salad**
 Total Yield: **25 servings**
 Pan Size:
 Serving Utensil:
 Serving/Portion size: **½ cup**

FOOD CREDITING	
M/MA	
GRAIN	
VEGETABLE	
	Red/Orange
	Beans/Legumes
	Dark Green
	Starchy
	Other
FRUIT	3/8 cup

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Vinegar, white	½ cup	
Sugar, granulated	2 Tablespoons	
Dill, fresh	1 ounce (small bunch)	
Mustard, dried	½ teaspoon	
Salt, table	½ teaspoon	
Garlic, fresh	1 teaspoon (1 clove)	
Pepper, black	¼ teaspoon	
Olive oil	½ cup	
Kidney beans	½ quart	
White beans (or any light-colored bean such as Garbanzo or Great Northern)	½ quart	
Onion, red	1 ounce + ¼ cup	Chopping
Green beans	3 pounds 6 ounces	

PREPARATION:

DRESSING:

Blend together the vinegar, sugar, dill, mustard, salt, garlic and black pepper. Gradually mix in the oil until well combined by hand or food processor.

Mix the kidney beans, white beans, onion and the dressing in pan to combine.

Steam green beans until tender crisp and still bright in color (about 5 minutes). Chill under cold running water or in ice water. Drain and dry.

Toss the chilled green beans with other beans.

STANDARDIZED RECIPE INFORMATION

Item/Food: Three Grain Pilaf
Total Yield: 25 servings
Pan Size: ½ size 4-inch deep steam table pan
Serving Utensil: #8 scoop
Serving/Portion size: ½ cup

FOOD CREDITING	
M/MA	
GRAIN	1 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Oil	¼ cup	
Bulgur- dry	8 ounces	
Rice- brown, dry	12 ounces	
Pearl barley- dry	4 ounces	
Carrots	4 ounces	Coarsely grated
Onions	4 ounces	Chopped fine
Hot water	3 ½ pounds	
Vegetable base	½ ounce	
Parsley	1 Tablespoon	
Garlic powder	½ teaspoon	

PREPARATION:

Add the oil to pan and heat in oven (425 degrees conventional, 400 degrees convection).

Stir in the grains into heated oil and sauté in oven for 7 minutes, stirring 2 to 3 times during the sauté process. Bubbles may appear, it should smell like grains roasting.

Stir in vegetables, spices and hot water with base dissolved in it.

Cover pan tightly with foil and reduce the oven temperature to 350 degrees conventional, or 300 degrees convection. Bake 30 until moisture is absorbed.

Remove pan from oven and let stand a minimum of 5 minutes.

Fluff and serve.

STANDARDIZED RECIPE INFORMATION

Item/Food: Tuna Sandwich Melt
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1 each

FOOD CREDITING	
M/MA	2.5 oz. eq.
GRAIN	2 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Mayonnaise	1 cup	
Tuna in water	66 ½ ounce cans	Drained
Celery	2 cups	Chopped
Pasteurized process cheese	2 cups	Cubed
Onion	1 cup	Chopped
Whole wheat hamburger bun (56 grams= 2 oz. eq.)	25 rolls	Split

PREPARATION:

Preheat oven to 300 degrees.

Mix all ingredients except buns until well blended. Fill each bun with ½ cup tuna mixture.

Place parchment paper on sheet pans and put the buns on the paper.

Cover with aluminum foil and warm in 300-degree oven until cheese melts.

STANDARDIZED RECIPE INFORMATION

Item/Food: Turkey Cusabi Wrap
 Pack Size:
 Weight/Measure of Pack:
 Total Yield: 25 servings
 Pan Size:
 Serving Utensil:
 Weight/Measure Served: 1 each

FOOD CREDITING	
M/MA	2 oz. eq.
GRAIN	1 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Tortillas, Whole Grain-Rich 12” (30 grams)	25 each	
Turkey or Chicken, Cooked,	3 ¼ pounds	Small diced
Lettuce, romaine	3 pounds	Chiffonade
Tomato	6 each	Small diced
Onion	1 large	Small diced
Creamy Cusabi Dressing		
Plain non-fat Yogurt	2 cups	
Cucumber	1 large	Chopped fine
Fresh squeezed lemon juice	2 teaspoons	
Garlic clove	2	Minced fine
Salt	1 teaspoon	
Ground white pepper	½ teaspoon	
Prepared horseradish	1 tablespoon	

PREPARATION:

Creamy Cusabi Dressing:
 In a bowl, mix together yogurt, cucumber, lemon juice, garlic, pepper, and horseradish. Whisk until blended. Refrigerate.

Dice turkey or chicken and place in large bowl. Add cusabi dressing and refrigerate.

Chiffonade lettuce, dice tomato, onion and toss together.

Assemble onto wrap with a # 12 scoop of turkey or chicken with the dressing, add ¼ cup lettuce, tomato, and onion mixture. Wrap fajita style.

STANDARDIZED RECIPE INFORMATION

Item/Food: Turkey Fajita Wrap
Total Yield: 25 servings
Pan Size:
Serving Utensil: 2 ounce spoodles
Serving/Portion size: ¼ cup of filling on a tortilla shell

FOOD CREDITING	
M/MA	2.5 oz. eq.
GRAIN	1 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Turkey, cooked	4 pounds	Medium diced
Oil, salad	3 ounces	
Cumin	2 teaspoons	
Garlic powder	2 Tablespoons	
Chili powder	2 Tablespoons	
Salt, table	2 teaspoons	
Black pepper	1 Tablespoon	
Onions, fresh	3 cups	Cut into strips
Peppers, green	3 cups	Cut into strips
Cheese	14 ounces	Shredded
Whole wheat tortillas (30 grams)	25 tortilla shells	6 inch diameter

PREPARATION:

Toss turkey, oil and seasonings until well coated. Cook, heat to minimum of 165 degrees.

Dice onions and peppers and sauté in oil until tender.

Assemble on tortilla shell: 2 ounces of meat, ¼ cup sliced, lightly sautéed onion and pepper mixture, ½ ounce of cheese. Fold burrito style.

Wrap and serve.

STANDARDIZED RECIPE INFORMATION

Item/Food: Turkey/Chicken Rice Salad
Total Yield: 25 Servings
Pan Size:
Serving Utensil: #8 scoop
Serving/Portion size: ½ cup

FOOD CREDITING	
M/MA	2.5 oz. eq.
GRAIN	1 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	1/8 cup
Dark Green	
Starchy	
Other	
FRUIT	

OR

FOOD CREDITING	
M/MA	3 oz. eq.
GRAIN	1 oz. eq.
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

*May be credited towards the M/MA component or the vegetable component but not both.

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Chicken or Turkey, cooked and cooled	4 pounds	Diced, medium
Brown rice, cooked	4 quarts	Cooled
Cherry tomatoes	1 quart	Halved
White beans, cooked or canned	1 quart	Rinsed if canned
Garlic cloves	4 cloves	Minced
Red onion (can use cooking onion)	2 onions	Chopped, medium
Vegetable oil	1 ¾ cup	
Lemon juice	1 cup	
Parsley, fresh	1 cup	Chopped

PREPARATION:

Dice turkey and put into bowl. Add rice, tomatoes and beans.

Toss with garlic, onion, oil and lemon juice.

Sprinkle in parsley, mix well.

Chill until served.

STANDARDIZED RECIPE INFORMATION

Item/Food: Turkey Salad “Waldorf Style”
Total Yield: 25 servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1 cup

FOOD CREDITING	
M/MA	2.5 oz. eq.
GRAIN	
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	1/8 cup
FRUIT	1/2 cup

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Roasted turkey	4 pounds	Medium dice
Cucumbers	1 quart	Medium dice (skin on, seeded)
Apples	3 quarts	Medium dice (skin on, seeded)
Walnut meats	2 cups	Coarsely chopped
Sweet gherkins	25 each (36 grams each)	Medium dice
DRESSING:		
Oil	3 Tablespoons	
Cider vinegar	3 Tablespoons	
Mayonnaise	1 cup	
Nutmeg	¼ teaspoon	

PREPARATION:

In a large bowl, combine diced turkey, cucumbers, apples, walnut meats and gherkins. Toss gently to evenly distribute ingredients

DRESSING:

In a small bowl, whisk together oil, cider vinegar, mayonnaise, and nutmeg, blending well. Add dressing to salad and mix well to coat. Cover and chill

This item can be served as a salad on a bed of mixed greens, on a croissant as a sandwich or as a wrap.

STANDARDIZED RECIPE INFORMATION

Item/Food: Vegetable Bulgur with Chick Peas
Total Yield: 25 Servings
Pan Size:
Serving Utensil:
Weight/Measure Served: ½ cup

FOOD CREDITING	
M/MA	
GRAIN	1 oz. eq.
VEGETABLE	
Red/Orange	1/8 cup
Beans/Legumes	1/4 cup
Dark Green	
Starchy	
Other	
FRUIT	

OR

FOOD CREDITING	
M/MA	1 oz. eq.
GRAIN	1 oz. eq.
VEGETABLE	
Red/Orange	1/8 cup
Beans/Legumes	
Dark Green	
Starchy	
Other	
FRUIT	

*Beans/Legumes may be credited towards the M/MA component or the vegetable component but not both.

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Spanish Onions	2 ½ cups	Diced, small
Peppers, Bell, Mix of Red and Green	3 medium	Diced, small
Fresh Garlic	3 cloves	Minced
Olive Oil	1/3 cup	
Chick Peas, Canned	6.5 cups	Drained, Rinsed
Carrots	2 cups	Chopped or Diced
Tomatoes, in liquid	2 ¾ cups in liquid	Chopped or Diced
Course Bulgur (cracked wheat)	6 ¼ cups	
Water	12 cups	
Salt	1 Tablespoon	
Pepper	½ teaspoon	
Optional Items: Broccoli Florets, small, blanched Chicken, cooked and diced Black beans, drained and rinsed	Up to 2 cups	*Using the optional items will change the crediting info depending on what item is used

PREPARATION:

Cook the onions, peppers and garlic in olive oil over medium low heat, stirring occasionally, until onion is translucent, about 10 minutes.

Stir in carrots, tomatoes and liquid, and bulgur. Toast bulgur for 3-5 minutes. Add water, salt and pepper.

Bring to a boil, reduce to a simmer. Cover mixture directly with foil or wax paper, then again with a lid if available. Cook until liquid is absorbed, about 15 minutes.

Turn off heat.

If you are adding optional ingredients, do so now. Cover, let sit until bulgur is still firm and nutty, about 10 minutes.

Remove from pot to a hotel pan and serve. Best served warm within 15 minutes of cooking or cold.

STANDARDIZED RECIPE INFORMATION

Item/Food: Vegetarian Chili
Total Yield: 25 Servings
Pan Size:
Serving Utensil:
Serving/Portion size: 1 Cup

FOOD CREDITING	
M/MA	
GRAIN	
VEGETABLE	
	Red/Orange
	Beans/Legumes 1/2 cup
	Dark Green
	Starchy
	Other
FRUIT	

OR

FOOD CREDITING	
M/MA	2 oz. eq.
GRAIN	
VEGETABLE	
	Red/Orange
	Beans/Legumes
	Dark Green
	Starchy
	Other
FRUIT	

*Beans/Legumes may be credited towards the M/MA component or the vegetable component but not both.

Ingredients	Weight/Measure	Method (chopped, sliced, etc.)
Vegetable oil	1/4 cup	
Onions	2 cups	Chopped
Green peppers, fresh	1 cup	Chopped
Chili powder	1/3 cup	
Cumin	2 Tablespoons	
Granulated garlic	2 teaspoons	
Onion powder	2 teaspoons	
Red hot sauce	2 Tablespoons	Optional
Brown sugar	1/4 cup	
Canned crushed tomatoes	1/2 can #10	
Canned diced tomatoes	1/2 can #10	
Canned kidney beans	6 1/4 pounds	Drained
#3 Bulgur wheat	1/2 pound	
Water	1/2 quart	Boiling

PREPARATION:

Bloom bulgur wheat in hot water.
 Heat oil in kettle. Add the chopped onions and sauté 3 minutes, until translucent. Add the chopped green peppers and sauté 2 minutes, until tender.

Add the chili powder, cumin, granulated garlic, onion powder, brown sugar and tomatoes.

Simmer 15 minutes, uncovered.

Add the kidney beans, bulgur wheat and water. Simmer 15 minutes, uncovered.

STANDARDIZED RECIPE INFORMATION

Item/Food: Zesty Turkey Stir Fry
Total Yield: 25 servings
Pan Size: 4-inch half steam table pan
Serving Utensil: 6-ounce ladle
Serving/Portion size: 6-ounces

FOOD CREDITING	
M/MA	2.25 oz. eq.
GRAIN	
VEGETABLE	
Red/Orange	
Beans/Legumes	
Dark Green	
Starchy	
Other	1/8 cup
FRUIT	

Ingredients	Weight/Measure	Method (Chopped, sliced, etc.)
Cooked turkey	3 pounds 12 ounces	Diced 1/2 inch
Onions	1 pound 8 ounces	Diced
Celery	1 pound	Oriental slice
Carrots, 1/4 inch	1 pound	Oriental slice
Fresh Mushrooms	8 ounces	Sliced
Water Chestnuts	8 ounces	Sliced
Sauce:		
Soy Sauce	2 1/2 ounces	
Water	2 quarts	
Chicken base	3/4 ounce	
Cornstarch	5 ounces	
Water, cold	2 cups	

PREPARATION:

Preheat oven to 350 degrees.

In a 4-inch steam table pan, combine turkey, onion, celery, carrots, mushrooms and water chestnuts.

In a stock pot, over high heat, combine soy sauce, water (2 quarts) and chicken base; bring to boil.

In bowl, combine cornstarch and water (2 cups); stir into boiling mixture. Mix into meat and vegetables.

Heat at 350 degrees and cook for 1/2 hour, stirring every 15 minutes. Serve portion with 6-ounce ladle.