



SCHOOL DISTRICT OF LANCASTER

Bid # 3724

for

Fruit, Vegetables, & Miscellaneous Grocery 2026-2027

For the period commencing July 1, 2026 through and including June 30, 2027

Issued on May 12, 2026

Pre-Bid Conference:

There will be no pre-bid conference for this solicitation.

Proposal Submittal Deadline:

Tuesday, June 2, 2026 at 2:00 PM EST

Proposal Opening Date, Time, and Location:

Tuesday, June 2, 2026 at 2:30 PM EST

Location TBD – Pre-registration required

Section 1. INVITATION

The School District of Lancaster will receive sealed bids for Fruit, Vegetables, & Miscellaneous Grocery 2026-2027 for the 2026-2027 School Year, according to the specifications contained in this document.

FFVP Specifics: The School District of Lancaster is soliciting pricing for fruits and vegetables to be served during the school day in adherence to the guidelines of the Fresh Fruit and Vegetable Program (FFVP) for the 2026-2027 school year. The purpose of this bid is to solicit proposals for preparing, cutting, packaging, shipping, and tracking fresh fruit and vegetable snacks in compliance with USDA regulations, into the School District of Lancaster schools participating in the FFVP program. This quote also requires the Vendor to provide a monthly menu that stays within the FFVP budget and requires nutrition education materials that can be used to introduce and reinforce the eating of fruits and vegetables.

The Fresh Fruit and Vegetable Program, under Section 19 of the Richard B. Russell National School Lunch Act (NSLA), has been a nationwide program since 2008 and operates in selected elementary schools in the 50 States, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands. Schools in Pennsylvania are selected by a competitive application process administered by the Pennsylvania Department of Education, Division of Food Services. The FFVP provides all children in participating schools with a variety of free fresh fruits and vegetables during the school day. It is an effective and creative way of introducing fresh fruits and vegetables as healthy snack options. Providing a nutrition education component while serving fresh fruits and vegetables is the ideal way to introduce and reinforce good eating habits.

The goals of the FFVP are to:

- Create a healthier school environment by providing healthier food choices
- Expand the variety of fresh fruits and vegetables for children to experience
- Increase children's fresh fruit and vegetable consumption
- Make a difference in children's diets to impact their present and future health

Bid documents can be obtained from the District's website, <https://sdlancaster.org/grow/bids-proposals>.

Modifications, additions, or changes to the terms and conditions of this Request for Proposals may be cause for rejection of a proposal. Vendors are requested to submit all attached forms in the format provided.

[END OF SECTION]

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Section 3. CONTACTS AND RESPONSE INFORMATION

3.1 *Proposal Questions and Registration:*

Questions regarding this Bid should be directed to Renee Ortiz, Business & Operations Specialist, at rortiz@sdlancaster.org and received no later than 2:00 PM EST, May 26, 2026. Responses to questions will be provided on May 28, 2026, via an addendum published to the [District's website](#). All questions must be submitted in writing; verbal inquiries will not be honored.

3.2 *Submission of Proposals:*

Bids are due on June 2, 2026, no later than 2:00 PM EST. Bids must be submitted in a sealed envelope, clearly labeled "BID 3724: Fruit, Vegetables, & Miscellaneous Grocery 2026-2027" on the outside. Each bid package should include the following:

- One printed copy of all required forms and documentation

Should an event cause The District to close, we will accept proposals until 2:00 PM EST on the next operating day. Should you deliver or have a company deliver your submission, the proposal shall be sealed in an envelope/package clearly marked with the title of the bid, the due date and time, and delivered to:

School District of Lancaster
Attn: Renee Ortiz
1020 Lehigh Ave
Lancaster, PA 17602

Proposers, by their submission of a proposal, agree to conduct legally binding transactions by electronic means, within the meaning of the "Electronic Transactions Act," 73 P.S. 2260.101 et seq. ("ETA"). Electronic documents and records and electronic signatures shall be the equivalent of written documents and records and written signatures, pursuant to ETA. Neither the School District of Lancaster nor any of the participants make any representation or warranty concerning the reliability or security of any communication links, networks, or any data or information transmitted electronically, and neither the School District of Lancaster nor any of the participants shall be liable or responsible, in any manner, for any failure, interruption or breach of any communication link, network, or security measure.

If necessary, addenda to this Bid will be posted to the District's website (<https://sdlancaster.org/grow/bids-proposals/>). The District will make every effort to notify registered proposers when an addendum is posted; however, it is recommended that proposers check the District's website for all posted addenda prior to final submission. All proposers must confirm receipt of addenda by returning Attachment C, if addenda has been issued.

3.3 *Response Documentation:*

The following documentation must be received for a completed bid submission. Failure to receive these completed documents on or before the stated deadline may result in the rejection of the electronic bid response. The documents are available for access through the District's website.

- Form of Proposal (Attachment A)
- Non-Collusion Affidavit (notarization required) (Attachment B)
- Addendum Acknowledgement Form (if applicable) (Attachment C)
- Minority Business Enterprise Type (Attachment D)
- Pricing Sheet (Appendix A)
- **NOTE: No physical samples are required at this time, even if requested in the line-item description. You are encouraged to provide manufacturer spec sheets in lieu of physical samples.**

3.4 Bid Timeline:

Deadline for Written Inquiries: May 26, 2026 at 2:00 PM EST

Response to Questions: May 28, 2026 by 5:00 PM EST

Proposal Submittal Deadline: June 2, 2026 at 2:00 PM EST

Anticipated Board Approval: June 16, 2026

[END OF SECTION]

Section 4. GENERAL TERMS & CONDITIONS

1. Ensure that your proposal complies with all requirements specified in this bid. Attention to all clauses of these requirements is advised.
2. Complete all documents by printing neatly and legibly in pen or typing. Electronic documents must also be completed by typing into the appropriate spaces. Do not alter, delete or change any bid specifications or clauses in the bid documents.
3. Indicate prices for every item you are bidding on.
4. Any variation in your proposal from the conditions and specifications as outlined in this bid must be clearly stated, with the variation from specifications noted.
5. No bidder may withdraw his/her bid for a period of ninety (90) days after the date set for the opening thereof.
6. No rights shall accrue to any person submitting a proposal until such proposal has been accepted, contract awarded, and such contract finally and completely executed in writing.
7. The District is Tax-Exempt and a certificate will be provided to the successful proposer upon request.

[END OF SECTION]

Section 5. BID AND CONTRACT REQUIREMENTS

1. **Samples:** Product specification sheets should be submitted for all items as requested in the item description, or in any case when an alternate product is bid. Failure to submit required spec sheets may disqualify the bid.
2. **Quantities:** The Board of School Directors reserves the right to increase or decrease quantities.
3. **Compliance With Bid Requirements:** Any inability to comply with the conditions and specifications as outlined must be clearly stated in the bid. Any bid which is incomplete or contains additions, alterations, deletions, or terms and conditions not called for or allowed under the provisions of the bid documents or any other irregularities may be rejected as non-conforming.
4. **Vendor Qualifications:** Before any bid can be accepted, a bidder must be deemed qualified, in the judgment of the District, to perform as required herein. A bid may be rejected if a bidder fails to meet any one of the following qualifications:
 - a. **Product Line:** It must be clearly evident to the District that a bidder is capable of prompt delivery of all items on the list to be awarded to the bidder.
 - b. **Bidders Evidence of Responsibility:** A bidder will be required to furnish evidence in writing that such supplier (a) maintains a permanent place of business and (b) has adequate equipment, finances and personnel to furnish satisfactorily and expeditiously any equipment and services requested and (c) is authorized by the manufacturer of any proposed equipment and, as applicable, by the Commonwealth of Pennsylvania and other applicable government bodies, to provide necessary equipment, leases, services, and warranties for the items proposed. In addition, suppliers are required to conform to all requirements of this document and furnish completely and truthfully all requested information.
 - c. **Facilities and Equipment:** Bidders must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be applied, as recommended and as may be amended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accordance with the Association of Food and Drug Officials (AFDOS) Code as recommended by the United States Food and Drug Administration. District shall have the right, but not the obligation, to monitor all processes and controls in accordance with, and as required by, current Hazard Analysis and Critical Control Points (HACCP) regulations.
 - d. **Sanitation Requirements:** District may, but shall not be obligated to, inspect bidder facilities prior to bid award, and the awarded vendor's facilities on a routine basis. Facilities and operating practices must be in compliance with the United States Food, Drug, and Cosmetic Act, as may be amended, and all applicable federal, state and local laws and regulations.
5. **Price Change Reviews:** Prices are to remain firm for the specified period for each product category or item as noted on the bid specifications.
6. **Selection or Rejection of Bids:** Each line item will be awarded to the lowest responsive and responsible bidder. The Board of School Directors reserves the right to reject any or all bids, in whole or in part, to waive any or all informalities whenever it is deemed to be in the best interest of the District, and to select single items from any bid. Failure to comply with bid requirements in previous awards is grounds for bid rejection.
7. **Award Contract:** If any bid is accepted, the contract(s) shall consist of this Request for Bids, including all sections and attachments, the awarded vendor's completed proposal and response documentation, and all other completed attachments, along with any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening. In the case of differing or contradictory contract language, the language providing the greatest benefit to the District shall take precedence. The District reserves the right to accept or reject any bid in whole or in part and/or to select one or more items from any bid. The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.
8. **Assignment:** The awarded vendor shall not assign the performance of the contract nor any portion thereof to any other person without written consent from the District, which consent may be withheld in the District's absolute discretion.
9. **Delivery Time and Location:** The prices quoted shall be for deliveries to The School District of Lancaster, 445 North Reservoir St, Lancaster, PA 17602. The number of deliveries required is specified in each line item description. Deliveries will not be accepted unless a written request has been made by the District, specifying the item and quantities for delivery.

10. **Item Substitutions/Shortages:** If the awarded vendor is temporarily out of stock of a particular item, the District may, but shall not be obligated to, approve the delivery of an equal or superior product at an equal or lower price. Substitutions should exist only in "emergency" situations. Substitutions can be made only upon prior approval of the District. In the case of shortages by the awarded vendor, the District may procure the necessary products from other sources and hold the awarded vendor responsible for any excess cost incurred. Repeated instances of default may result in the removal of the awarded vendor from future bidding.
11. **Safety Data Sheets:** Safety Data Sheets (SOS) required by the U.S. Department of Labor, Occupational Safety & Health Administration shall be supplied in the bid packet for all items bid, where applicable, and shall also be provided with each individual shipment of goods, when applicable.
12. **Deposits:** A Security Deposit or Bid Bond is not required for this bid.
13. **Conformity to Product Specifications:** The successful bidder agrees that in the event that the District has accepted and paid for a shipment of a specified item(s), but shall discover upon opening at a later date that the item(s) does not conform to specifications and/or other quality standards of the sample(s) herewith, the bidder shall promptly remove such rejected items, at the District's request and at the bidder's expense, and the bidder agrees to replace promptly any or all of the quantity rejected with products that meet specifications and/or conform to standards of the sample(s) without extra charge to the District.
14. **Default in Performance:** District may upon written notice of default to the Supplier, terminate any contract resulting from this Invitation to Bid if the supplier fails to perform the services or deliver any equipment, supplies or commodities as specified in the proposal, the specifications and/or other proposal documents or fails to conform to the terms and conditions and other requirements of the contract documents. Should the bidder default in the performance, or not satisfy the delivery requirements stated herein, the District may procure such property or services from other sources in any manner permitted by law and shall have the absolute right to deduct from any monies due to the bidder, or that may thereafter come due to the bidder, the difference between the contract price and the actual cost of the property or services to be replaced or substituted. The price paid by the District in such event shall be the prevailing market price at the time the substitute purchase is made, or in the event that it is necessary to seek bids for such property or service, the amount of the successful bid.
15. **Termination:** The District may terminate or cancel any awarded contract(s) at any time, with or without cause, by providing thirty (30) days advance written notice to the awarded vendor(s). If the awarded contract(s) is terminated in accordance with this paragraph, the awarded vendor(s) shall only be entitled to payment for goods or services delivered prior to the termination and not otherwise returned in accordance with the return policy of the awarded vendor(s). If the awarded vendor(s) was paid for goods not yet provided as of the date of termination, the awarded vendor(s) shall immediately refund such payment(s). If the District terminates any awarded contract(s) in accordance with this paragraph, the District shall retain all rights and remedies allowed by law.
16. **Termination for Non-Appropriation:** The District's obligation to make payments during any fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated, or are removed, eliminated or otherwise not made available, to support continuation of performance in a fiscal year period, the District shall have the right to terminate this contract. If the contract is terminated as a result of the District's non-appropriation of funds, the contractor shall be paid only for the equipment, supplies and services properly rendered under the contract to the date of termination, and all leased equipment will be made available for pickup by the contractor or its designee. The contractor shall not be reimbursed for loss of profit, loss of use of money, or any administrative, overhead or termination costs.
17. **Liability:** The contractor shall indemnify and hold harmless the District and each of their directors, officers, employees and agents of and from all damages, costs (including reasonable counsel fees), claims, demands, actions, and causes of action which relate to or arise by reason of any act or omission of contractor (or any of contractor's directors, officers, employees, agents, representatives, contractors, or business invitees), whether such act or omission is intentional, reckless, negligent, or inadvertent.
18. **Insurance Requirement:** Bids shall contain an Insurance Certificate providing proof that the Contractor maintains an appropriate level of insurance coverage. The successful Contractor will be required to provide a supplemental certificate naming School District of Lancaster as a certificate holder and an additional insured. See specific details following:
 - a. Workers' Compensation Insurance, disability benefit, and other social insurance as required by the laws of the Commonwealth of Pennsylvania or any other state in which the Contractor operates; and
 - b. Professional Liability, comprehensive general liability, automotive liability (including non-owned and hired vehicles) and property damage insurance, including suppliers, products and completed operations and

contractual liability endorsements, with a combined single limit of at least \$1,000,000 each per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.

19. **Equal employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all CAFCO purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The awarded vendor(s) agrees that such provision applies to any purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the awarded vendor(s) agrees that it shall comply with such provision.
20. **Right to Inventions Made Under a Contract or Agreement:** If District’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The awarded vendor(s) agrees to comply with the above requirements when applicable.
21. **Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms:** The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms. To that end, the awarded vendor(s) shall (i) place qualified small and minority businesses and women’s business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; (v) use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this Section 28.
22. **Byrd Anti-Lobbying Amendment:** Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all bidders and awarded vendor(s) agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).
23. **Simplified Acquisition Threshold:** Contracts for more than the simplified acquisition threshold, currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default are included in the Bidding and Contract Documents and General Terms and Conditions. Any Contract award will be subject to such Bidding and Contract Documents and General Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Bid, you agree to these Contractor violation and breach of contract terms.
24. **Debarment and Suspension:** Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the Office of Management and Budget, more commonly known as “OMB,” guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that bidder is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory

authority other than Executive Order 12549. Awarded vendor(s) further agrees to immediately notify the District with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

25. **Force Majeure:** Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, general strikes throughout the trade, work stoppages, accidents, freight embargos, interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts.

The Contractor shall orally notify the District within forty-eight (48) hours and notify in writing within five (5) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

- a. describe fully such cause(s) and its effects on performance
- b. state whether performance under the Agreement is prevented or delayed and
- c. if performance is delayed, state a reasonable estimate of the duration of the delay.

After receipt of such notification, the District may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay. The occurrence of a force majeure event rendering either party unable to carry out its obligations shall excuse both parties from their obligations during any such force majeure event. The term "force majeure" shall mean events not reasonably within the control of the party claiming suspension and shall specifically include any future change in laws, rules, or regulations as may prohibit or materially frustrate the parties from carrying out the terms of the agreement.

26. **Employment Verification:** The successful Bidder shall recognize that a contract for "public work" may result from their bid, as determined by the IU13, if they perform construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body when the estimated cost of the total project is in excess of \$25,000. In accordance with the Public Works Employment Verification Act, Act 127 of 2012, 43 P.S. § 167.1 et seq. (the "Act"), and in accordance with 4 Pa. Code § 66.1 et seq., all public works contractors and subcontractors shall utilize the Department of Homeland Security's E-Verify Program ("EVP") to verify the employment eligibility of each new employee hired after January 1, 2013. During a public works contract, a new employee hired by a public works contractor or subcontractor, regardless of whether s/he will be working onsite or offsite of a public work or otherwise, shall be verified within five (5) business days of his/her start date. As a precondition to the award of this public works contract, all contractors and subcontractors shall submit to the IU13 a completed Public Works Employment Verification Form (the "Form") for the Commonwealth of Pennsylvania, as made available by the Department of General Services (the "Department"). The IU13 may require the public works contractor or subcontractor to provide supporting documentation that the representative signing the Form has authority to legally bind the public works contractor or subcontractor. The contract with the successful Bidder and all subcontracts entered into by the successful Bidder, or a subcontractor, and all further subcontracts, shall contain notice of the applicability of the Act, information regarding the use of EVP, and reference the Department's website to obtain a copy of the Form. The successful Bidder and all subcontractors shall maintain appropriate documentation of their compliance with the Act and shall make such information available to the Department and/or the IU13 for audit and inspection upon request. The successful Bidder recognizes that a violation of the Act occurs if they fail to verify the employment eligibility of a new employee through EVP, or if they make a false statement or misrepresentation in connection with completion of the Form. The successful Bidder shall be responsible for any fines and penalties and shall indemnify and hold harmless the IU13 and its directors, officers and employees, arising from any violation of the Act by the successful Bidder or any other contractor or subcontractor.

27. **Davis Bacon Act:** When required by Federal program legislation, vendor agrees that, for all IU13 prime construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made

by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at <https://beta.sam.gov/>.

Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of the wage determination. Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

28. **Clean Air Act:** Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
29. **Buy American:** The Warren F. Goodling Child Nutrition Reauthorization Act of 1998, as may be amended, requires sponsors of the National School Lunch Program to buy domestic commodities or products for use in meals to the maximum extent possible. Specification of product origin, based on the Nutrition Labeling and Education Act of 1990, as may be amended, mandates that the country of origin for both domestic and imported food products be identified on the product label. Products bid MUST comply with the foregoing regulations and all applicable federal, state, and local laws and regulations. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of five (5) day(s) in advance of delivery. The request must include the following information:
- a. The alternative substitute(s) that are domestic and meet the required specifications. Include both the price of the domestic food alternative substitute(s), and the availability of the domestic alternative substitute(s) in relation to the quantity ordered.
 - b. Reason for exception: limited/lack of availability or price. Include the price of the domestic food product, and the price of the non-domestic product that meets the required specification of the domestic product.
30. **Geographic Preference Option:** The 2008 Farm Bill amended the Richard B. Russell National School Lunch Act to direct that the Secretary of Agriculture encourage institutions operating child nutrition programs to purchase unprocessed locally grown and locally raised agricultural products. Effective Oct. 1, 2008, institutions receiving funds through the child nutrition programs may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products.

This provision applies to institutions in all of the child nutrition programs, including the National School Lunch Program, School Breakfast Program, Fresh Fruit and Vegetable Program, Special Milk Program for Children, Child and Adult Care Food Program and Summer Food Service Program, as well as to purchases made for these programs by the Department of Defense Fresh Program. The provision also applies to state agencies making purchases on behalf of any of the aforementioned child nutrition programs. The purpose of this rule is to finalize the geographic preference option in child nutrition programs.

31. **Standard Contract Conditions**

- a. The contract shall be governed in all respects as to validity, the construction, capacity, performance, or otherwise by the laws of the Commonwealth of Pennsylvania. Exclusive venue and jurisdiction for resolution of any disputes shall be by non-jury trial in the Lancaster County, Pennsylvania, Court of Common Pleas.
- b. Awarded Vendors providing services under a contract herewith assure District that they conform to the provisions of the Civil Rights Act of 1964, as amended.
- c. District is tax-exempt. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
- d. Deliveries under the contract must be free of excise or transportation fees and taxes, except when such a fee or tax is included in the bid price and participants are not exempt from such levies.
- e. The awarded vendor shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with awarded vendor's performance of work under the contract, awarded vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap. Additionally, all applicable

- federal, state and local laws and regulations shall be deemed to be part of the contract and specifications, and the awarded vendor shall be responsible for compliance therewith.
- f. Product Protection Guarantees. School districts have “automatic” product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Awarded vendors are expected to take immediate action to correct any situation in which product integrity is violated.
 - g. Coupons. The awarded vendor(s) shall ensure all applicable coupons and rebate opportunities are made available to the CAFCO participants during the course of the contract term.

[END OF SECTION]

Section 6. PRODUCT SPECIFICATIONS

Description	Anticipated Volume
Fresh cut fruit - 1/2 cup individual servings of fresh cut fruit (grapes, watermelon, pineapple, cantaloupe, mango, honeydew, strawberries, plus one of your choice, excluding apples and bananas, 8-week rotation) delivered once per week. Shelf life of product at least 1 week from delivery.	7200 individual servings
Fresh bit size vegetables - 3/4 cup serving of individual fresh cut vegetables (peppers, snow peas, celery, cucumbers 4 -week rotation) delivered once per week. Shelf life of product of at least 1 week from delivery.	3500 individual servings
Fresh entrée salad - large pre-packaged salad crediting 2 oz. Meat/Meat Alternate, 2 Grain/Bread servings, 2 cups of green leafy vegetables or 1 cup of green leafy vegetables with 2 ¼ servings of other vegetables, including shredded carrots and sliced cucumbers, delivered twice per week, Monday and Wednesday delivery. Shelf life of product of at least 1 week from delivery.	150 individual servings per delivery, 200- 300 servings weekly
Fresh broccoli - 3/4 cup individually wrapped broccoli, delivered once per 4-week cycle. Shelf life of product of at least 1 week from delivery.	3000 individual servings, monthly
Fresh individually wrapped baby carrots snack packs, 2.65 oz. pack, equivalent to ½ cup vegetable serving, delivered once per week, Friday delivery. Shelf life of product of at least 1 week from delivery.	4500 individual servings
Fresh individually wrapped apple slices, 2.0 oz snack pack, equivalent to ½ cup fruit serving, delivered once per week, Friday delivery. Shelf life of product of at least 1 week from delivery.	7,200 individual servings
Petite turn bananas, between 3.5 - 4 on the banana color scale, 150 bananas per case, delivered once per week, Monday delivery.	6450 individual bananas (43 cases)
Fresh cut fruit - 1/2 cup individual servings of fresh cut fruit (grapes, watermelon, pineapple, cantaloupe, mango, honeydew, strawberries, plus one of your choice, excluding apples and bananas, 8-week rotation) delivered once per week. Shelf life of product at least 1 week from delivery.	7200 individual servings
Fresh bit size vegetables - 3/4 cup serving of individual fresh cut vegetables (peppers, snow peas, celery, cucumbers 4 -week rotation) delivered once per week. Shelf life of product of at least 1 week from delivery.	3500 individual servings
Fresh entrée salad - large pre-packaged salad crediting 2 oz. Meat/Meat Alternate, 2 Grain/Bread servings, 2 cups of green leafy vegetables or 1 cup of green leafy vegetables with 2 ¼ servings of other vegetables, including shredded carrots and sliced cucumbers, delivered twice per week, Monday and Wednesday delivery. Shelf life of product of at least 1 week from delivery.	150 individual servings per delivery, 200- 300 servings weekly
Cold cut Sandwiches, individually wrapped, fresh, 2 oz M/MA and 2 G/B servings, delivered once per month. Include product spec sheets for each variety of bid. You may provide different unit prices for each variety offered.	5600 individual servings, monthly
Taco Meat IQF - Scoopable, Halal, 2.5 oz M/MA, 900# delivered once per month.	5600 individual servings, monthly

Fresh Fruit and Vegetable Program

Description	Anticipated Volume
<p>2 oz pre-portioned, pre-cut Vegetables, delivered directly to 1 site on 3 days a week, Tuesday, Wednesday, and Thursday. Only fresh fruits and vegetables in their natural state and without additives may be supplied. Dicing and slicing into smaller pieces for ease of service, as well as the addition of ascorbic acid, is acceptable.</p> <p>Vendor is to consider national seasonality, local farm availability, and exotic options. Exotic fruits or vegetables that are not available locally or that are not domestically grown must adhere to the Buy American provision. Educational materials to accompany weekly product selection are suggested, but must be provided at no additional charge.</p> <p>Program runs from October through April. Delivery to: Carter Elementary School, 251 South Prince Street, Lancaster PA - 450 portion each delivery, 1350 weekly</p>	1350 individual servings, weekly

[END OF SECTION]

ATTACHMENT A. FORM OF PROPOSAL

To: School District of Lancaster
Attn: Renee Ortiz
1020 Lehigh Ave
Lancaster, PA 17602

We, the undersigned, herewith propose and agree to furnish to the participants any item or items at the quoted price.

This proposal is subject to all the terms of the Request for Proposals, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to proposal opening, and we hereby agree to enter into a written contract to furnish such item(s), as may be awarded to us.

We understand that the School District of Lancaster reserves the right to reject any or all proposals or any portion thereof not deemed satisfactory, or to select single items from any bids.

The undersigned certifies to having read the Request for Proposal, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening and offers to furnish supplies and/or materials as specified to the District in exact accordance with these specifications and conditions at the prices stated on the attached forms and/or electronic proposal submission.

Date: _____

Name of Company: _____

Name & Title of authorized Bidder (printed):

Address: _____

Telephone: _____

Fax: _____

Email: _____

Authorized Signature: _____

ATTACHMENT B. NON-COLLUSION AFFIDAVIT

Bid/RFP Number: _____

State of: _____

County of: _____

I state that I am _____ (title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ (Name of Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by School District of Lancaster in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from School District of Lancaster of the true facts relating to the submission of bids for this contract.

Signature: _____

Name and Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME

THIS ____ DAY OF _____, 20 ____

Notary Public

My Commission Expires: _____

ATTACHMENT C. ADDENDUM ACKNOWLEDGEMENT FORM

Indicate below your confirmation of all addendums received for the above aforementioned bid. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

We hereby confirm receipt of all addendums indicated below in response to BID 3724: Fruit, Vegetables, & Miscellaneous Grocery 2026-2027

ADDENDUM #1

Date_____

Signature_____

ADDENDUM #2

Date_____

Signature_____

ADDENDUM #3

Date_____

Signature_____

ATTACHMENT D. MINORITY BUSINESS ENTERPRISE TYPE

Indicate below if your organization is considered a minority business enterprise (MBE), as classified in Federal 2 C.F. R. 200.321. Additionally, indicate the MBE status of any suppliers or subcontractors which may be utilized in this proposal. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

Vendor Name: _____

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB
- Not Applicable

Supplier or Subcontractor _____

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB
- Not Applicable

Supplier or Subcontractor _____

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB
- Not Applicable

Date _____

Signature _____



FRESH FRUIT & VEGETABLE PROGRAM

A Handbook

The contents of this guidance document do not have the force and effect of law and are not meant to bind the public in any way.¶

This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.¶

Fresh Fruit and Vegetable Program

A Handbook for Schools

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

December 2010

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Introduction

The Fresh Fruit and Vegetable Program (FFVP) provides all children in participating schools with a variety of free fresh fruits and vegetables throughout the school day. It is an effective and creative way of introducing fresh fruits and vegetables as healthy snack options. The FFVP also encourages schools to develop partnerships at the State and local level for support in implementing and operating the program.

The Goal of the FFVP

Create healthier school environments by providing healthier food choices

- Expand the variety of fruits and vegetables children experience
- Increase children's fruit and vegetable consumption
- Make a difference in children's diets to impact their present and future health

This program is seen as an important catalyst for change in efforts to combat childhood obesity by helping children learn more healthful eating habits. The FFVP introduces school children to a variety of produce that they otherwise might not have had the opportunity to sample.



Program History

Farm Security and Rural Investment Act of 2002

The Fresh Fruit and Vegetable Program began as a pilot project authorized by Congress in 2002. The pilot provided funds to purchase fresh fruits and vegetables in four States (Indiana, Ohio, Michigan and Iowa) and an Indian Tribal Organization (ITO) (New Mexico) for School Year 2002-2003. The purpose of the pilot was to determine the best practices for increasing fruit (both fresh and dried) and fresh vegetable consumption.

Child Nutrition and WIC Reauthorization Act of 2004

The success of the pilot led to the enactment of legislation in 2004 to expand the Fresh Fruit and Vegetable Program and to make it a permanent program under the National School Lunch Act. The law added four additional states (Washington, North Carolina, Mississippi Pennsylvania and two ITOs (one in Arizona and one in South Dakota) for School Year 2004-2005.

The Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2006

This Act appropriated one-time funding of \$6 million to further expand the Fresh Fruit and Vegetable Program in six additional States.

Consolidated Appropriations Act of 2008

The Consolidated Appropriations Act of 2008 expanded the FFVP nationwide and provided approximately \$9.9 million to begin program operations for School Year 2008-2009.

The Food, Conservation, and Energy Act of 2008 (Farm Bill)

The Food, Conservation and Energy Act of 2008 amended the Richard B. Russell National School Lunch Act by adding section 19, *the Fresh Fruit and Vegetable Program*. Section 19 permanently authorizes the program nationwide, and provides significant funding increases, beginning with \$40 million in FY 2009 and growing to \$150 million and adjusted by annual changes in the Consumer Price Index (CPI).

Program Administration



The U.S. Department of Agriculture's Food and Nutrition Service (FNS) administers the Fresh Fruit and Vegetable Program (FFVP) at the federal level. At the State level, the FFVP is administered by the State agency that administers the National School Lunch Program. In administering the program, States must keep in mind direction from Congress which provides that the purpose of the program is to make available free fresh fruits and vegetables to children.

Selected schools receive reimbursement for the cost of making free fresh fruits and vegetables available to students during the school day. These fresh fruits and vegetables must be provided separately from the lunch or breakfast meal, in one or more areas of the school during the official school day.

All schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables.

Meal Accommodations for Students with Disabilities

If a child's disability prevents them from consuming fresh fruits and vegetables as prepared, the school must provide accommodations as they would for other school meals. Schools must consider how the requirement may be applied in the operation of the FFVP. For example, in providing accommodations for the FFVP, schools may have to modify texture. In doing so, schools should consider starting with fresh items and avoid pureeing canned or frozen fruits and vegetables, including baby foods. In most instances, fresh fruits can be pureed; we recognize that this is not always the case for vegetables. Fresh vegetables should be used when feasible but may be cooked and then pureed when needed.

The pureeing of fresh produce for students with disabilities must be done within the constraints of their medical requirements as allowed by their physician. However, schools should make sure that both the parent and the child's doctor are aware of the program and its intent to provide fresh produce in order to determine if the fresh items are an acceptable choice for texture modifications.

FFVP Funds for State Agency Administration

The law permits State agencies to retain a portion of their total FFVP grant allocation for State administrative costs. When budgeting FFVP administrative funds, States should include yearly training for all FFVP School Food Authorities/schools and keep FFVP schools apprised of any updates to the Program.

School Selection Criteria

Section 19 of the National School Lunch Act requires that schools with the highest free and reduced price enrollment be given priority for participation in the FFVP. This is the key selection criterion, which ensures that the Program benefits low-income children that generally have fewer opportunities to consume fresh fruits and vegetables on a regular basis.

To determine the schools with the highest free and reduced price enrollment, States may use the school data reported each October. States may also choose another month provided the same month is consistently used throughout a State.

This criterion cannot be waived to give all schools in a state an equal chance to participate in the Program or to provide geographic dispersion. To be selected for the FFVP, a school must

- Be an elementary school
- Represent the highest percentage of students certified for free and reduced price benefits
- Participate in the NSLP
- Complete an annual application for the FFVP (see *school applications* below)

The application review process must select schools representing the highest percent of students certified for free and reduced price benefits. An eligible high need school should be afforded every opportunity to complete an application to participate in the Program. A state can choose not to select a high need school *if* the

- School fails to meet the deadline for application completion
- School does not have the support of its administration
- State has concerns with the school's administration of another child nutrition program

- State believes the school cannot properly operate the FFVP, *despite previous support from the State*

The total enrollment of all schools selected in the State must result in a per-student allocation of \$50-\$75 per year. Below is an example that determines the number of students that can participate in the Program within the required per student allocation range.

\$174,005	July allocation (Max of 25% of total school year allocation)
<u>\$522,215</u>	October allocation
\$696,220	Total for School Year
<u>\$ 21,000</u>	Administrative funds retained by State
\$675,220	Available to schools

Range of students that can participate:

\$675,220 / \$50 = 13,504 students

\$675,220 / \$75 = 9,002 students

After the range of students that can participate has been determined, States should determine the per-student dollar amount they want to achieve.

Outreach to Low-Income Schools

States must conduct outreach to the elementary schools with the highest percentage of students certified for free and reduced-price benefits and should do all they can to ensure that the FFVP reaches these elementary schools. States that have a large number of elementary schools at or above 50 percent certified for free and reduced price benefits than could possibly be funded through the FFVP may choose to target just those schools with the highest need.

States must conduct outreach to their neediest schools before they select any school for participation in the program. High need schools should be aware that if they apply, they will likely be chosen to participate in the Program.

States will assist high need schools in submitting an application as part of the State's outreach efforts.

Please reference policy memorandum, [Fresh Fruit and Vegetable Program \(FFVP\) Targeted School Selection and Outreach Process](http://www.fns.usda.gov/cnd/governance/Policy-Memos/2010/SP_10-2010_os.pdf), found at: www.fns.usda.gov/cnd/governance/Policy-Memos/2010/SP_10-2010_os.pdf.

School Applications

State agencies must *solicit* applications from elementary schools representing the highest need within the State. Each school that participates in the FFVP must submit an application that includes, at a minimum

- The total number of enrolled students and the percentage eligible for free/reduced price meals
- A certification of support for participation in the FFVP signed by the
 - School food service manager, school principal, *and* district superintendent (or equivalent position)
- A program implementation plan that includes efforts to integrate the FFVP with other efforts to promote sound health and nutrition, reduce overweight and obesity, or promote physical activity

It is recommended that each school include a description of partnership activities undertaken or planned. Schools are encouraged to develop partnerships with one or more entities that will provide non-Federal resources, including entities representing the fruit and vegetable industry and entities working to promote children's health in the community.

The application process must be conducted by the State agency every year. However, at the discretion of the State agency, schools that are reapplying and are accepted to the Program based on their continued high need would be allowed to update the information the State agency has on file rather than submit a new application package. Updates could include a new plan for program implementation, changes in enrollment numbers and free and reduced price percentages.

How It Works

Reimbursement for the FFVP is similar to other Child Nutrition Programs. Schools submit a monthly claim and are reimbursed by the State agency for purchases of fresh fruits and fresh vegetables served free to children during the school day. Within basic requirements, the FFVP gives your school the flexibility to develop your own implementation plan, involve teachers and other school staff, work out problems, and reach your own solutions. Your school decides when, where, and how you want to implement the FFVP, and what mix of fresh fruits and vegetables you want to offer your children.



School Selection

To be selected to participate in the Fresh Fruit and Vegetable Program, your school must

- Be an elementary school
- Have a high percentage of children eligible for free and reduced price benefits
- Make free fresh fruits and vegetables available to all *enrolled* children
- Provide fresh fruits and vegetables only during the school day (not before or after school or during summer school)
- Widely publicize within the school the availability of free fresh fruits and vegetables
- Have documented support of the food service manager, principal and district superintendent
- Serve free fresh fruits and vegetables outside of the NSLP and SBP meal periods

USDA encourages:

- Every effort to provide fresh fruits and vegetables a minimum of twice a week as repeated exposure to new foods is a key to acceptance
- A variety of implementation strategies
- Complementary nutrition education

As a participating school you:

- Receive funds based on an allocation of \$50- \$75 per student
- Submit a monthly claim for reimbursement
- Must operate the NSLP
- May use no more than 10% of your school's total grant for administrative costs
- Receive reimbursement for the costs of purchasing, preparing, and serving fresh fruits and vegetables to children in your school

To ensure the FFVP runs smoothly, your school should:

- Establish an implementation or operational plan for your school that addresses “who does what and where?” to ensure all operational guidelines are followed
- Establish a monthly budget to assist you in tracking funds and ensure timely expenditures of program funds
- Pay attention to program logistics, right from the start, to make sure food service and other school staff understand how the FFVP works
- Establish partnerships on a local level with grocers, Health Departments, or extension service. State or national level partnerships can also be very helpful
- Incorporate nutrition education into the daily curriculum, preferably during the service of fresh fruits and vegetables
 - Be aware of other purchasing avenues for fresh produce; schools may use their current vendors or try other vendors such as

- DoD-Fresh (the Department of Defense’s Fresh Fruit and Vegetable Program)
 - Farm to School Initiative
 - Local producers
- In all situations proper procurement procedures must be followed
- Be familiar with proper handling and storage of fresh produce to prevent spoilage and loss
- Be familiar with all Food Safety and Hazard Analysis and Critical Control Point (HACCP) principles for fresh produce
- Process reports on time, retain records, and comply with all other paperwork and reporting requirements

Best Practices

- Anticipate the need for staff to prepare and deliver food and to process reports and other paperwork
- Coordinate efforts to inform principals, teachers, school staff, children, and parents about the Fresh Fruit and Vegetable Program
- Respond to reports from custodians about trash and messes
- Determine the appropriate types of produce to serve and the appropriate portion sizes
 - Keep in mind that the appropriate type of produce and portion size will depend on student age and preference as well as the ways you offer fruits and vegetables
- Identify with your stakeholders the best methods for distributing and promoting fruits and vegetables to your students
- Solicit free nutrition education materials from State, local and federal partners

Who Can Receive Fruits and Vegetables



The Fresh Fruit and Vegetable Program is for all the children who normally attend your school. Any child who is considered a member of the school and who is present during the service of fruits and vegetables may participate.

Children attending a Child Care Center, Head Start program or a split-session kindergarten class located in a FFVP school may also participate if they are considered *enrolled* in the participating school and are in school on the days the program is offered.

Adults at a school including those attending school functions cannot participate in the Fresh Fruit and Vegetable Program. However, teachers can play a valuable role in modeling

positive eating habits by consuming fruits and vegetables along with their students. Teachers may participate under the *following conditions*

- Only teachers who are directly responsible for serving the fruit or vegetable to their students in a classroom setting may partake of the fruit and/or vegetable
- The FFVP is not available to the general teacher population and other adults in the school
- Teachers choosing to participate with their students are strongly encouraged to include a nutrition education component to enhance their positive role modeling
- No additional FFVP funds will be provided; schools must stay within their per student allocation

Please note that this policy does not allow teacher or administrator fruit baskets, which were incorrectly purchased by some schools for promotional purposes when FFVP was initially implemented. Free fruits and vegetables are intended for all children enrolled in participating schools and cannot be used as gifts or rewards. You cannot withhold fruits and vegetables as a form of discipline.

Best Practices

Teachers serving fruits and vegetables to their students can model healthful eating habits by participating with their students and including a nutrition education lesson.

Teachers can help monitor and direct the food distribution, and use the opportunity to talk with students about nutrition, health, hygiene and manners.

Serving Fruits and Vegetables

Your school has the flexibility to schedule FFVP during the school day (and at school activities during the school day) for students at a participating school.

The Best Time

Many schools serve fruits and vegetables multiple times during the school day so students have more access to fruits and vegetables.



Fruits and vegetables may only be served during the school day (i.e., not before school or during afterschool programs). This provides an opportunity to incorporate a nutrition lesson along with the service of produce.

The FFVP cannot be served during the National School Lunch or School Breakfast Programs' reimbursable meal service periods.

The FFVP *cannot* be served as part of summer school sessions.

The FFVP may be provided during a "year-round school's" summer session as this is considered part of the regular school year. Multiple distribution times may be used and may be the best way to maximize participation.

The Best Places

The most successful distribution areas for the FFVP will be places where children can easily consume the fruits and vegetables.

The techniques you use to distribute fruits and vegetables will depend on a number of factors. Consider grade level, maturity of your students, time available to eat the fruits and vegetables, time required for preparation and service of fresh fruits and vegetables, extra clean-up, garbage concerns and staffing issues.

Schools can offer the FFVP to children through a variety of distribution methods.

- Inside classrooms
- In hallways
- At kiosks
- In free vending machines
- As part of nutrition education activities

Best Practices

Most schools use classrooms or a combination of classrooms and kiosks to deliver fruits and vegetables to children.

Offering fruits and vegetables to children in the classroom helps reduce messes, deal more effectively with disruptive behavior, and make the most of learning time. To minimize interruptions to learning, incorporate eating with classroom activities during silent reading or nutrition education (e.g., study the “fruit of the day” in geography, science or math).

Kiosks allow you to offer more choices and provide easy access. Consider staggering access to lessen confusion in hallways. Be sure to serve fruits and vegetables in a manner that can be handled easily.

Vending machines may also optimize distribution of fruits and vegetables. Select fruits and vegetables that are suitable for vending machine distribution and allow adequate time and staff for restocking.

To help your school’s FFVP run smoothly, develop guidelines to remind children of good manners when they receive and eat their fruit and vegetable snacks, and to dispose of their trash. Setting policies on trash disposal and clean up will improve the fruit and vegetable service.

When you plan your program, try to create serving areas that will encourage children to enjoy eating their snacks, while lessening your concerns about the potential for messes.

Providing a nutrition education component while serving fresh fruits and vegetables is the ideal way to introduce and reinforce good eating habits.

Which Fruits and Vegetables to Purchase and Serve



The FFVP introduces children to new and different fresh fruits and vegetables, like kiwi, star fruit, pomegranate, rutabaga, and kohlrabi. Fruits and vegetables are good low-calorie, low-fat sources of vitamins, minerals, and fiber. The FFVP shows children that fresh fruits and vegetables are healthy and tasty alternatives to snacks high in fat, sugar, or salt.

The produce you serve should be presented in such a way that it will be easily identified or recognized for what it is. Encourage children to enjoy fruits and vegetables as they are. Children should be able to connect to fruits like juicy ripe peaches and tart crunchy apples (*without dips* or flavor additives), or vegetables like crunchy sweet sugar snap peas, or asparagus.

Remember when purchasing for the Program the goal is to serve a variety of fresh fruits and vegetables in their natural state and without additives. Dicing and slicing into smaller pieces for ease of service, as well as the addition of ascorbic acid is acceptable.

The FFVP provides schools the opportunity to purchase exotic fruits or vegetables that are not available locally or that are not domestically grown. When purchasing such items always follow proper procurement procedures and the Buy American provision.

FFVP Does *Not* Allow

- Processed or preserved fruits and vegetables (i.e., canned, frozen or dried)
- Dip for fruit
- Fruit or vegetable juice
- Snack type fruit products such as fruit strips, fruit drops, fruit leather

- Jellied fruit
- Trail mix
- Nuts
- Cottage cheese
- Fruit or vegetable pizza
- Smoothies
- Fruit that has added flavorings including fruit that has been injected with flavorings
- Carbonated fruit
- Most non-food items, except those allowed under administrative/operational costs

FFVP Limits

- Dips for vegetables
 - If you choose to serve dip with vegetables, make sure to only offer low-fat yogurt-based or other low-fat or non-fat dips
 - The amount used should be what is commonly noted as a “serving size” for condiments, as shown on Nutrition Facts Labels: 1 to 2 tablespoons
- Service of “prepared” vegetables
 - *Fresh* (not canned, frozen, dried or otherwise processed) vegetables that are cooked, must be limited to once-a-week and must always include a nutrition education lesson related to the prepared item

If you have any questions about which fruits and vegetables to purchase for the FFVP, contact your State agency for guidance and technical assistance *before* making purchases.

What Your School Should Do

- Adjust your selection of fruits and vegetables to purchase and serve more of your students' favorites, but continue efforts to introduce new items
- Be sure fruits and vegetables are appealing and easy to grab
 - If necessary, pre-cut the produce to make them easier, more appetizing, and not as messy for younger children
- If using dips for vegetables, use a "serving size" that provides only enough to encourage children to eat the vegetables
- Introduce children to different varieties of a fruit (e.g., Bartlett, Bosc, and Seckel pears) or a vegetable (bell, sweet banana, and Poblano peppers)
- Consider pre-cut fruits and vegetables and prepared trays in order to control labor costs and handle lack of extra storage space
- Offer whole fruits on days when staff cannot prepare trays of pre-sliced fruits or vegetables

One goal of the FFVP is to expand the variety of fruits and vegetables your students consume. Try "sample sizes" to introduce new items and then adjust your ordering accordingly. To the extent possible, you should not limit the choices you offer. Find innovative and fun ways to encourage your students to try different foods.

How Schools Purchase Fruits and Vegetables



FFVP schools must follow proper procurement procedures. Produce must always be graded and inspected according to existing local, State and Federal guidelines. Finding suitable vendors or suppliers that provide a reliable supply of produce has been a challenge for a number of schools. Many schools purchase fruits and vegetables from food wholesalers or brokers. The vendors deliver shipments of fresh produce directly to the schools.

Local grocery stores and other retailers are not only good suppliers of fruits and vegetables, but also might be valued partners for free nutrition education and promotion activities.

You can support local agricultural producers by buying fresh produce at farmers' markets, orchards, and growers in your community. Remember: produce purchased with FFVP funds is meant to be used in the FFVP only. It cannot be used in the National School Lunch or School Breakfast Programs. When you are purchasing fresh produce, including produce from local vendors, proper procurement procedures must be followed.

The Food, Conservation, and Energy Act of 2008 (P.L. 110-246) amended the National School Lunch Act to allow institutions receiving funds through the Child Nutrition Programs to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products (effective October 1, 2008).

- While the legislation permits institutions to apply a geographic preference to purchase locally grown and locally raised agricultural products to the maximum extent practicable and appropriate, it *does not require* institutions to do so
- States cannot mandate, through law or policy, that institutions apply a geographic preference when conducting these procurements
 - This decision is left to the discretion of each local institution

- Geographic preference may *only* be applied to the procurement of unprocessed agricultural products, locally grown and locally raised
- The memorandum, [SP 08-2010: Geographic Preference for the Procurement of Unprocessed Agricultural Products in the Child Nutrition Programs](#), issued November 13, 2009, provided additional clarification for the Child Nutrition Programs
 - The geographic preference provision applies to the FFVP *only* within the framework and requirements of the FFVP (i.e., produce in the FFVP must be *fresh*)
- Schools in the FFVP can choose to apply a geographic preference in the procurement of *fresh* fruits and vegetables for the program
 - Already sliced and bagged items are permissible (but not frozen or dried)

As with other school meal programs, plan to reduce waste. Follow your local board of health/local public health department guidelines for handling leftovers. If you cannot easily use the leftovers in the FFVP, you may be able to use them in your school meal programs -- but only to avoid waste. Plan to use the fruits and vegetables purchased with FFVP funds as part of the FFVP.

Procurement Procedures

The “Buy American” requirement in the National School Lunch Program (as provided in 7 CFR 210.21(d)) applies to purchases made with FFVP funds. Produce such as bananas, which are generally not available as a domestic product, may be purchased even though they are not domestic. Schools needing additional guidance on specific purchases and how an item would be affected by the Buy American provision should contact their State agency for assistance. Schools may

- Order through *DoD-Fresh*, the Department of Defense’s Fresh Fruit and Vegetable Program
 - *DoD-Fresh* uses a large network of produce suppliers to distribute a wide variety of American-grown fresh produce directly to schools
 - Deliveries are frequent and on time, and the cost is reasonable
- Buy produce from your local grocery stores and farmers’ markets, or contact conventional and organic growers, and distributors

- Support farm-to-school projects by purchasing fresh fruits and vegetables from growers and farmers in your community
 - Farm to school projects are collaborations between farmers and schools that increase your access to fresh, local farm products, and expand market opportunities for family farms
 - Information on the Farm to School (F2S) initiative is found at www.fns.usda.gov/cnd/F2S/Default.htm

To review current policy on local procurement and geographic preference, please reference policy memorandum, [Geographic Preference for the Procurement of Unprocessed Agricultural Products in the Child Nutrition Programs](#), at

www.fns.usda.gov/cnd/governance/Policy-Memos/2010/SP_08_CACFP_05_SFSP_06-2010_os.pdf

Nutrition Education in the FFVP

The focus of the FFVP is to bring fresh produce into the school for distribution to children. For too many children, the produce they see in school might be their first exposure to fresh fruits and vegetables, and the only ones they see that day. That is why nutrition education is critical to the program's success.



Providing nutrition education can also help schools reach their goal of a healthier school environment and is a component of several important agency programs and initiatives such as

- A school's Wellness Policy
- Becoming a Team Nutrition School
- Meeting the HealthierUS School Challenge

What should you do in your school?

- Develop nutrition education activities that fit your students
- Use free resources and educational materials available to schools from
 - USDA's Team Nutrition (e.g., [Fruits & Vegetables Galore: Helping Kids Eat More](#))
 - State Fruit and Vegetable Coordinators
- Check out the U.S. Department of Health and Human Services under the Centers for Disease Control and Prevention for nutrition related information focusing on children, for example, BAM!-Body and Mind
- Visit TeamNutrition.usda.gov, MyPyramid.gov, and www.fns.usda.gov/cnd for more information about the FFVP

- Include nutrition education whenever possible, especially during the service of fresh fruits and vegetables and even on days when the Program is not offered
- A cooked, fresh vegetable dish can only be provided once a week and must include a nutrition education component
- Adapt lesson plans to include nutrition education
- Consult with FFVP partners to obtain no cost promotional items such as informational fliers, pamphlets, posters, banners and buttons
- Have students create fruit and vegetable posters to decorate classrooms and serving areas
- Use student address systems and student broadcasts to share educational information about the importance of healthy eating
- Promote the FFVP on monthly menus that are sent to parents
- Add a monthly newsletter that addresses nutrition education and the benefits of fresh fruits and vegetables
 - Include the students by having them create and publish the newsletter

Reimbursable Costs



Program costs are broken out into two categories: operating and administrative. However, the allowable costs under these categories may be *different* from those in the National School Lunch Program.

The operating and administrative categories each allow labor and equipment costs. Equipment listed under administrative costs should be larger equipment purchases where as equipment under operating costs are the smaller equipment purchases.

Please keep in mind that most of a school's FFVP funds must go toward purchasing fresh fruits and vegetables. All non-food costs must be carefully reviewed and deemed reasonable, given the extent of program operations (e.g.,

daily vs. twice a week and produce that is served whole versus sliced and put in containers).

If schools purchase equipment for the FFVP, they must provide written justification to support the purchase. For example, the justification should explain the need for additional equipment, why the current equipment is not sufficient for FFVP operations, how many times the FFVP program will be offered each week, how many times deliveries are received each week/month and any other information that will support the purchase.

Equipment purchased with FFVP funds that will be used in other school feeding programs must be **prorated** among the programs. The FFVP represents a small program and therefore the funds claimed under the FFVP should represent the smaller portion.

State agencies have the discretion to determine the level of detail they want for smaller equipment purchases, dishes, and disposable supplies such as napkins, paper plates, and plastic bags.

Labor costs in either the "operating or administrative" category must be minimal. SFA/State agencies must, as part of their review process, review these costs and as appropriate work with schools reporting high costs in these categories. Volunteer parents or students can help to reduce these costs.

Operating Costs

Operating costs are the costs of running your FFVP service. These are your documented expenses for acquiring, delivering, preparing, and serving fruits and vegetables. They include the FFVP portion of the goods and services your school pays for

- Buying fruits, vegetables, low-fat or non-fat dip for vegetables only
- Buying nonfood items like napkins, paper plates, serving bowls and trays, cleaning supplies, and trash bags
- Value added services such as pre-cut produce, ready-made produce trays, and delivery charges
- Salaries and fringe benefits for employees who do such tasks as washing and chopping produce, preparing trays, distributing produce to classrooms, setting up kiosks, restocking vending machines, and cleaning up

Administrative Costs

School administrative costs are limited to 10 percent of your school's total FFVP grant. Schools must not exceed this limit.

School administrative costs are the documented expenses you have for planning the Program, managing the paperwork, obtaining the equipment you need, and all other aspects of FFVP that are not related to the preparation and service of fruits and vegetables.

Administrative costs include the FFVP share of

- Purchasing or leasing equipment such as refrigerators, coolers, portable kiosks, carts, and portable food bars (remember to prorate as appropriate)
- Salaries and fringe benefits for employees who compile and maintain claims for reimbursement and other financial reports, plan and write menus, order produce, track inventory, and coordinate nutrition promotion activities

What should schools do to ensure that the FFVP runs smoothly?

- Prorate costs: only the FFVP portion of expenses can be charged to the FFVP
- Budget carefully to stay within the 10 percent limit on administrative costs

- Make sure your expenses are reasonable and support the Program's goals
 - For example, fruit baskets distributed to families, taken home by students during breaks or given to school personnel are not allowable expenses

If you have doubts about whether a specific cost is allowable, contact your State agency to discuss it with them, prior to incurring such costs.

Paperwork

Participating in the FFVP requires you to follow reporting and record keeping requirements that are similar to those for the National School Lunch Program. Here are some key points for schools to remember



- Participate in training provided by your State agency
 - School staff must be trained on FFVP requirements and report forms before each new school year
- Complete and submit a *monthly FFVP reimbursement claim form* (or similar reporting mechanism from your State) to claim reimbursement
 - The claim form should identify monthly school purchase data for the FFVP
- You are responsible for ensuring that all claims are correct and appropriate
 - Include only those costs related to the FFVP on your claim form
 - Reminder: claims should be filed on time
- States should follow FNS 60/90 day guidance when approving claims (especially late claims)
- Maintain full and accurate FFVP records in your files
 - Your school must keep these for a period of three years (after the end of the fiscal year to which they pertain)
 - Records must be kept longer if your school has any unresolved audit findings
- Schools should follow procedures similar to those in the school nutrition programs when submitting claims for reimbursement

- Claim forms should be submitted to the SFA for review
- The SFA may then submit a consolidated claim form to the State agency

State Reporting

Financial reporting for the FFVP will be conducted via the Food Programs Reporting System (FPRS). The SF-425 for the FFVP has been set up in FPRS for all States. The SF-425 report must be submitted electronically on a quarterly basis.

Recordkeeping

The recordkeeping requirements for the FFVP are similar to other Child Nutrition Programs.

Program Oversight and Monitoring

It is critical that State agencies and SFAs make every effort to ensure FFVP is operating properly in participating schools, especially those new to the program. State agencies and SFAs should

- Review FFVP claims for reimbursement submitted by participating schools to ensure that expenditures are appropriate prior to providing reimbursement
 - Majority of funds are used to purchase fresh produce
 - Equipment purchases are carefully reviewed and prorated
 - Labor costs and all other non-food costs are minimal
- Ensure FFVP schools are reviewed as part of the Coordinated Review Effort (CRE) process, or other oversight or monitoring activity related to the National School Lunch or School Breakfast Programs
- Avoid issues early on by making every effort to contact schools not scheduled for oversight activity to ensure that the Program is being implemented according to the statute and guidance issued by FNS

Best Practices

Keep a file that contains

- Policy Memoranda
- Addendums
- Contact information for each participating school
- Invoices
- Monthly claims
- Purchase order information
- Vendors/Local farmers

Encouraging Success

Your State agency provides considerable support and encouragement to schools and school food authorities in administering the FFVP. Oversight refers to a variety of methods of monitoring your school's ability to successfully manage the program, both during and between reviews. State and SFA oversight includes



- Keeping in contact about your school's operation of the FFVP
- Holding training sessions and workshops that include partners and others who can assist you
- Conducting onsite visits to assist in implementing and running the FFVP
- Providing technical assistance to answer your questions and concerns
- Ensuring you received and reviewed the information you need to manage and monitor FFVP in your school
- Encouraging your efforts to collaborate with state and local affiliates of FFVP's national partners
- Encouraging your promotion of nutrition education as a regular feature in school classrooms
- Reviewing claim forms
- Sharing information about your school's program among FFVP and financial management staff at the State agency
- Ensuring reports are submitted on time

FFVP Toolkit

Review the [FFVP Toolkit](http://www.fns.usda.gov/cnd/FFVP/toolkit.htm) at www.fns.usda.gov/cnd/FFVP/toolkit.htm for ideas on creating a successful program.

Partnerships

Outside support, collaboration, and partnerships have been essential elements of Fresh Fruit and Vegetable Program success. State, local, and private partners have helped schools better manage the FFVP, resolve logistical challenges of the program, and obtain educational materials for promoting nutritious food choices in and out of the classroom.



Collaborate with State and Local Affiliates

- State Fruit and Vegetable Coordinators (formerly 5-A-Day)
- Produce for Better Health

Encourage Cooperation and Commitment from Partners

- Administrators
- Teachers
- Food service staff
- School nurses
- Custodial staff
- Parents
- Parent Teacher Association
- Student government

Develop New Partnerships

- State and National affiliates of the American Cancer, Diabetes, Dietetic and Heart Associations and School Nutrition Association
- Community Health Agencies
- County and State health and agriculture departments
- Dietitians and dietetic interns
- Extension agents
- Hospitals
- Local grocers and stores
- Vocational clubs
- Produce associations/commodity groups
- Nutrition trade associations
- Health associations
- Food distributors

Food Safety in the FFVP

Preventing or reducing the risk of food-borne illness or injury by contaminated fruits and vegetables is a priority in the FFVP.



Best Practices

- Train food service employees who prepare or serve food on how to properly wash and store fresh fruits and vegetables
- Establish procedures for receiving and storing fresh produce
- Wash hands using the proper procedure
- Wash, rinse, sanitize, and air-dry all food-contact surfaces, equipment, and utensils that will be in contact with produce, including cutting boards, counter tops, knives, and sinks
- Follow manufacturer's instructions for the proper use of chemicals
- Wash all raw fruits and vegetables thoroughly before combining with other ingredients, including
 - Unpeeled fresh fruit and vegetables that are served whole or cut into pieces
 - Fruits and vegetables that are peeled and cut to use in cooking or served ready-to-eat
- Wash fresh produce vigorously under cold running water or by using chemicals that comply with the most recent FDA Food Code (packaged fruits and vegetables labeled as being previously washed and ready-to-eat are not required to be washed)
- Scrub the surface of firm-skin fruits or vegetables such as apples or potatoes using a clean and sanitized vegetable brush designated for this purpose
- Remove any damaged or bruised areas

- Label, date, and refrigerate fresh-cut items
- Serve cut melons within 7 days if held at 41 °F or below (see SOP for Date Marking, Ready-to-Eat, and Potentially Hazardous Food)
- Do not serve raw seed sprouts to highly susceptible populations such as preschool-age children
- Follow State and local public health requirements
- Please reference the new pamphlet from the FNS Food Safety Division, [Best Practices: Handling Fresh Produce in Schools](http://www.fns.usda.gov/fns/safety/pdf/best_practices.pdf), found at: www.fns.usda.gov/fns/safety/pdf/best_practices.pdf

FFVP Questions and Answers

Funding

- 1) **Question:** Must FFVP State level administrative funds be tracked separately from other funding sources, such as SAE?

Answer: State agencies must be able to account for FFVP State administrative expenditures and to ensure proper and timely expenditure of funds. Whatever tracking method States have that will show these expenditures separately from other *State level expenditures is acceptable*.

- 2) **Question:** Should schools develop a budget for the FFVP?

Answer: It is prudent for schools to develop a budget in order to assist in the timely expenditure of funds and FNS strongly encourages schools to do so. While schools are not required to develop or submit a budget plan to their SA (unless required to do so by their SA), they should consider working closely with their SFA and SA to ensure funds are expended according to all guidance and program policy and in a timely manner.

- 3) **Question:** Can schools bid FFVP, NSLP and SBP purchases together?

Answer: Yes. However, schools must be able to demonstrate which items are purchased for the FFVP.

- 4) **Question:** Can schools purchase fresh fruits and vegetables from their own school gardens using FFVP funds?

Answer: Yes. The funds must accrue back to the school food service account. See our policy memoranda SP 32-2009, *School Garden Questions and Answers* for additional information.

www.fns.usda.gov/cnd/governance/Policy-Memos/2009/SP_32-2009_os.pdf.



5) **Question:** Can schools purchase from gardens located at other schools or other districts?

Answer: Yes. The funds must accrue back to the school food service account (reference #4).

6) **Question:** A school purchases equipment either with 100% FFVP funds or a percentage of funds (or an SFA on the part of a school(s)) but the following year, the school no longer participates in the FFVP. What happens to the equipment?

Answer: It is the responsibility of the SFA or SA to direct the disposition of equipment for those schools that no longer participate in the Program in keeping with existing guidance and the regulation at 7 CFR 3016.32(c)(1), and (e)(1) and (2). In general, when the equipment is no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency. (Please refer to the regulation, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* at 7 CFR 3016.32 for a detailed explanation.)

Any school requesting FFVP funds for equipment must provide justification for the equipment. The justification should include an explanation on why additional equipment is needed and why current equipment cannot suffice, the extent of the program, e.g. how many days a week the program is offered, and any other information that will support the request for additional equipment.

It is the intent that selected schools participate for more than one year so the SA is strongly encouraged to select schools that represent strong candidates for long term participation in the Program.

Schools requesting equipment that may be used in other programs must **prorate** the cost of the equipment among all programs that will use the equipment. Along with the equipment justification, schools must also indicate percent usage for the FFVP, and make sure to only claim that portion directly associated with FFVP operations.

Application

7) **Question:** At the discretion of the State agency, approved FFVP schools are permitted to update their application on file instead of submitting an entirely new application. What is meant by updated information?

Answer: Updating the information on file can include any changes from the previous year's application, e.g. changes to the eligible signatures, enhancements to the implementation plan, changes to enrollment numbers and consequently free and reduced price percentages.

Participation

8) **Question:** May adults participate in the FFVP?

Answer: Teachers may participate under the *following conditions*

- Only teachers who are directly responsible for serving the fruit or vegetable to their students in a classroom setting may partake of the fruit and/or vegetable
- The FFVP is not available to the general teacher population and other adults in the school
- Teachers choosing to participate with their students are strongly encouraged to include a nutrition education component to enhance their positive role modeling
- No additional FFVP funds will be provided; schools must stay within their per student allocation

Please note that this policy does not allow teacher or administrator fruit baskets, which were incorrectly purchased by some schools for promotional purposes when FFVP was initially implemented.

Non-Allowable Costs

9) **Question:** Is full strength/freshly squeezed fruit or vegetable juice allowed in the FFVP?

Answer: No. Juice is not allowed as part of the FFVP.

Miscellaneous

10) **Question:** Who can participate in State agency provided FFVP training?

Answer: The training should be for those in the food service department directly responsible for the FFVP operations and may also include the principal or vice principal.

11) **Question:** The FFVP cannot be provided during summer school. However, can year-round schools serve FFVP in the summer months?

Answer: Yes. Year round schools may participate during their June, July and August sessions.

12) **Question:** Are there limits on the type of benefits that schools can claim for reimbursement for those employees also working under the FFVP?

Answer: Schools can claim for reimbursement a prorated share of employee benefits for those that work on the FFVP.

Question: What are the requirements for schools to provide nutrition education?

Answer: FNS strongly encourages schools to provide nutrition education as a component of the FFVP. Providing nutrition education is part of helping schools create a healthier school environment. Nutrition education is a required component of several important programs and initiatives for schools such as creating a Wellness Policy, becoming a *Team Nutrition School* and, meeting the goals of the *Healthier US School Challenge*.