Request for Proposal (RFP)/Fixed-Price Contract

Nonprofit School Food Service Management Company
Memphis Academy of Science & Engineering

Section 1: Instructions to Bidders

Notice of bid __ This solicitation is for the purpose of entering into a contract for the operation of a food service management company for National School Lunch Program (NSLP), and School Breakfast Program (SBP). We are seeking bids for breakfast and lunch that meet the requirements of the USDA Child Nutrition Program. The Food Service Management Company (FSMC) will prepare meals off-site and transport meals on-site to serve to our students.

1.1. Pre-bid meeting _ There will be a pre-bid meeting and virtual tour held Friday, October 30, 2026 at 11:00 a.m. via Zoom. Please email Artunyala Hunter at ahunter@discovermase.org to confirm attendance. A zoom link will be provided.

1.2. Bid submission date - Please submit proposals via email labeled "Food Service Management Company" RFP# **15212026** to ahunter@discovermase.org. Proposals will be accepted on or before 10:00 a.m. on Friday, November 20, 2026 and the contract will be awarded on Monday, December 7, 2026. It is the food service management company responsibility to ensure and verify that the bid documents have arrived by the deadline. Late bids will not be accepted. In the event a food service management company is awarded the contract and the successful food service management company elects to decline the contract the SFA has the right to award the contract to the next most responsive and responsible proposal.

1.3. Questions __ For questions, please contact Artunyala Hunter at ahunter@discovermase.org. Questions are due by Friday, November 6, 2026 at 12:00 p.m. at noon. All questions will be posted and answered on our website, https://www.discovermase.org/ on Friday, November 13, 2026 at 10:00 a.m

1.4. Hereinafter, school food authority (SFA) shall refer to Memphis Academy of Science & Engineering (MASE).

1.5. Hereinafter, food service management company shall refer to the contractor, Food Service Management Company (FSMC) awarded this contract.

1.6. If clarification of the specifications/instructions is required, the SFA will clarify the specifications/instructions in the form of an addendum issued to all prospective bidders. If the SFA issues any changes to this Request for Proposal (RFP), acknowledgement of receipt of such changes should be made to the SFA in writing, signed by an individual authorized to legally bind the bidder, and included in the bidder's bid package. If changes to the RFP are not acknowledged, the SFA retains the right to reject the bid as non-responsive. No addenda will be issued within 7 working days of the time and date set for the bid opening. Should the SFA determine that clarification of the specifications/instructions is necessary within 7 working days of the time and date set for the bid opening, the time and date set for the bid opening will be delayed allowing issuing of an addendum.

1.7. The subject matter of this RFP is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, then the SFA (i) reserves the right to negotiate modifications to the contract reflecting such legislative changes; and (ii) shall have no

obligation to provide unsuccessful bidders with the opportunity to modify their bids to reflect such legislative changes.

1.8. Insurance Requirements: The food service management company shall carry product casualty and general liability insurance (theft, storm, fire damage, general food safety and sanitation) on all food and supplies in the contractor's custody or control regardless of their location, in accordance with acceptable industry practices.

1.8.1. Bids shall be accompanied by a statement from the insurance carrier licensed to conduct business in the State of Tennessee, indicating the carrier's agent has reviewed the bid and insurance requirements, and can satisfy all required coverage specifying the type of the policy/coverage providing said coverage. The successful bidder shall provide proof of insurance to the sponsoring organization or agency no later than ten (10) working days after receiving the official letter of notification. Coverage shall not lapse during the period of the contract. Contract extension will require proof of insurance for the period of time service is extended according to the contract or amendments made to the contract. Each item below must be covered in writing on the certificate of insurance.

1.9. The policies must state "all risks," or "special causes of loss", or "broadest coverage available in the marketplace" and the dollar value limit.

1.10. There must be a 30-day calendar cancellation or non-renewal notice rather than ten. This notice must be directed to the sponsoring organization or agency.

1.11. The certificate of insurance must remove the words "endeavor to" from the cancellation section to reflect a firm commitment toward issuing a written cancellation or non-renewal notice to the certificate holder.

1.12. The food and supplies used for meeting the terms of the food service contract must be covered using one of the following acceptable terms: marine, cargo, inventory, contents, stock, or warehouse legal liability.

1.13. The sponsoring organization or agency shall be provided an endorsed/executed copy of the insurance policies that cover the food and supplies.

1.14. RFP Timeline:

- Advertise bid/send bid to food service management companies (FSMC): Friday, October 16, 2026.
- Pre-bid meeting and virtual tour will be held, Friday, October 30, 2026 at 11:00 a.m. via Zoom.
- Questions from vendors are due by Friday, November 6, 2026 at 12:00 p.m. noon
- Pre-bid questions will be answered by Friday, November 13, 2026 at 10:00 a.m.
- Bid submission deadline: Friday, November 20, 2026 at 10:00 a.m.
- SFA will submit all required documents for approval to the State Director Monday, November 30, 2026.
- SFA will award bid to food service management company, Monday, December 7, 2026.
- Awarded vendor begins service Friday, January 1, 2027.

Section 2: General Conditions

2.1 Bids shall be submitted on the forms provided with these specifications via email to Artunyala Hunter at ahunter@discovermase.org. All certifications contained herein must be signed and submitted with the bid.

2.2 Bids submitted after the date and time specified will not be considered. Postmarks or dating of documents will be given no consideration in the case of late bids.

2.3 The SFA reserves the right to reject any or all bids when there are sound documented reasons to do so, or if the food service management company does not submit all required bid documents.

2.4 The SFA will not give any relief for errors or omissions to this document.

2.5 The SFA will not allow deviations or exceptions from the specifications and conditions of this document.

2.6 The submission of the bid indicates that the bidder is informed of the specifications and conditions contained herein.

2.7 The SFA will not allow bid withdrawal or any changes after submission of the bid.

2.8 Once opened, no bid modification will be allowed without written approval from the SFA.

2.9 The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractor nor potential contractors in connection with this bid.

2.10 The SFA reserves the right to investigate each bidder's ability to fulfill the terms of this bid. This refers to the vendor's demonstrated capacity to successfully implement and maintain all requirements outlined in this RFP. This includes having adequate staffing and management, operational systems for oversight and compliance, financial stability, and the ability to consistently deliver meals and services in accordance with federal, state, and SFA guidelines.

2.11 All bids shall remain valid and subject to acceptance for a period of ninety (90) calendar days after the bid opening date. Award of the contract shall be made to the lowest responsive, responsible bidder as determined by the SFA, based on the criteria and specifications outlined in the RFP and further set forth in the contract.

2.12 The meal rates bid must be calculated based on the information provided in Exhibit A (Bid Summary Form) and submitted in accordance with the requirements outlined in this RFP. The projected annual units provided on the "Bid Summary" form, both attached herein. Rates must be provided per unit. The totals shall be computed by multiplying the projected annual units by the rate bid per unit. The totals must be carried out to the second decimal place and must not be rounded. In the case of errors in the extension of the total(s), the actual unit rates shall govern.

2.13 If a prospective food service management company does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Artunyala Hunter via email at ahunter@discovermase.org, no later than 3 days after the published award. The hearing official will disclose the dispute to the Tennessee Department of Education, Office of School Nutrition. The steps for dispute resolution are as follows:

1. A meeting with the hearing official and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.

3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.

2.14 The SFA can add any additional administrative, contractual, or legal remedies per local board policy.

2.15 All prospective bidders should inspect the facilities and equipment prior to the bid due date and prior to submitting a bid. Failure to do so will not relieve the successful bidder from the necessity of furnishing and installing any material and equipment, performing any labor, or making any structural changes, without additional cost to the SFA, that may be required to carry out the intent of the resulting contract.

2.16 No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the SFA upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to said SFA, or has failed to perform faithfully any previous contract with the SFA.

2.17 All completed bids and supporting documentation submitted shall be the property of the SFA.

2.18 Until such time as a contract is awarded, no bidder, prospective or otherwise, shall be provided access to any supporting bid documents received by the SFA. All supporting bid documents shall be held strictly confidential and shall be reviewed and evaluated solely by SFA employees. Such documents shall not be released for distribution under the Freedom of Information Act until such time as the contract has been awarded. Violation of this clause by any bidder, prospective or otherwise, shall result in automatic disqualification of the bidder from being awarded the contract. Violation of this clause by an SFA may result in (1) temporary withholding of cash payments pending correction of the deficiency by the SFA or other more severe enforcement action; (2) disallowing of both use of funds and matching credit for all or part of the cost of the activity or action not in compliance; (3) whole or partial suspension or termination of the SFA's program; (4) withholding of further awards for the program; or (5) other remedies that may be legally available. Actions that result in the violation of law will be referred to the appropriate local, state, or federal authority having jurisdiction. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of the food offered and pay for them at the A la Carte (Supplemental Sales) price scheduled established by the SFA. A la Carte items will comply with 7 CFR 210.16 and applicable Federal and State regulations. A la Carte items will comply with Smart Snacks Nutrition Standards.

Section 3: Scope

3.1 The food service management company shall provide the type of food service at the site as specified on Exhibit A for approximately 175 annual days during each term of the contract.

3.2 The SFA may, at any time during the term of the contract, add or remove sites and/or meal periods to Exhibit A for programs covered by this contract, unless the addition or removal of sites and/or meal periods creates a material or substantive contract change. The distinction between a minor change and a Material Change cannot be quantified for every action undertaken in the Child Nutrition Program(s). However, at a minimum, a change is deemed material when had the term changes been included in the solicitation and original Contract, the district determines Offeror may have responded differently to the RFP and if it exceeds the allowed Simplified Acquisition Threshold applicable to the District's operations or changes the scope of the original Contract.

3.3 The food service management company shall be an independent contractor and not an employee of the SFA. The employees of the food service management company shall be considered solely employees of the food service management company and shall not be considered employees or agents of the SFA in any fashion.

3.4 The SFA shall be legally and financially responsible for the conduct of the food service and shall ensure compliance with the rules and regulations of the Tennessee School Nutrition Program and the United States Department of Agriculture regarding School Nutrition Programs.

3.5 The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff. All income accruing as a result of payments by children and adults, federal reimbursements, and all other income from sources as donations, special functions, catering, extra sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in the SFA's/Sponsor's food service account. Any profit or guaranteed return shall remain in the SFA's/Sponsor's food service account.

3.6 The SFA/Sponsor and the food service management company agree that this contract is neither a cost-plus-a-percentage-of-income nor a cost-plus-a-percentage-of cost contract which are both prohibited, as required under United States Department of Agriculture (USDA) regulations 7 CFR Part 210.6(c).

3.7 The FSMC shall invoice the SFA for all meals served.

3.8 The food service management company shall provide meals for the following meal programs. Select all programs that apply:

- [x] National School Lunch Program
- [x] School Breakfast Program

Section 4: SFA Responsibilities

4.1 Pursuant to statute and the code of federal regulations, the SFA shall retain control of its Food Service Program. The SFA shall designate an administrator representative to be the responsible official for the Food Service Program.

4.2 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the Tennessee School Nutrition Program and the USDA. The SFA must authorize any deviations from the approved menu cycle. The SFA shall adhere to the procurement standards specified in 7 CFR 210.21.

4.3 The SFA may request menu changes periodically throughout the term of the contract and shall inform the food service management company of any adjustments to menus and monitor implementation of adjustments.

4.4 The SFA shall ensure all USDA Foods received for use by the SFA and made available to the food service management company shall be utilized within the specified term of this contract. All USDA Foods received must be used for the preparation and service of meals and for other allowable uses in accordance with the code of federal regulations, 7 CFR Part 250.

4.5 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.

4.6 The SFA shall be responsible for receiving medical statements and requests regarding students，disabilities/special dietary needs and shall ensure the food service management company complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement with the description of the disability and resulting dietary restrictions to accommodate the children with disabilities. In the case of food allergies, the food or foods to be omitted must be identified and alternatives recommended. The SFA may choose to accommodate requests related to a disability that is not supported by a medical statement if the requested modifications can be accomplished within the program meal pattern. In the case of a student with disabilities, the statement must be signed by a state-licensed healthcare professional authorized to write medical prescriptions. For students without disabilities, the statement must be signed by a recognized medical authority. In the state of Tennessee, state-licensed healthcare professionals advanced practice nurses, physician's assistants, dentists, podiatrists, optometrists, and veterinarians authorized to write medical prescriptions include medical doctors, registered dieticians, osteopathic physicians,

4.7 The SFA retains control of the nonprofit school food service account and overall financial responsibility for the programs operated; establishes all prices for all meals served under the nonprofit school food service account (e.g., pricing for reimbursable meals and non-program foods and meals, including à la carte food services, adult meals, and other food service programs operated, as applicable); develops the 21-day cycle menu in accordance with the meal pattern requirements for all programs operated; conveys menu adjustment requirements to the food service management company; and monitors implementation of those adjustments.

4.8 The SFA must maintain responsibility for the implementation of free and reduced-price policy in accordance with 7 CFR 245. (See page 16 of the Food Service Management Companies guidance for SFAs.)

4.9 The SFA must apply the internal control procedures required by 7 CFR 210.8(a) to the preparation of the monthly Claim for Reimbursement. The SFA must complete all reports as required by the state agency.

4.10 The SFA is responsible for establishing adult meal charges in accordance with FNS Instruction 782-5, "Pricing of Adult Meals in the National School Lunch and School Breakfast Programs." The SFA shall adhere to the procurement standards specified in 210.21 when contracting with the food service management company.

4.11 The SFA should establish all prices, including price adjustments for food items served under the nonprofit school service account (e.g. reimbursable meals, a la carte service, and adult meals).

4.12 The SFA shall ensure that the food service operation is in conformance with the school food authority's agreement under the program.

4.13 The SFA shall monitor the food service operation through periodic on-site visits.

4.14 The SFA shall retain control of the quality, extent, and general nature of its food service, and the prices to be charged to the children for meals.

4.15 The SFA shall retain signature authority on the State agency-school food authority agreement, free and reduced-price policy statement and claims.

4.16 The SFA shall ensure that all federally donated foods received by the school food authority and made available to the food service management company accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein.

4.17 The SFA shall maintain applicable health certification and assure that all State and local regulations are being met by a food service management company preparing or serving meals at a school food authority facility.

4.18 The SFA shall obtain written approval of invitations for bids and requests for proposals before their issuance when required by the State agency. The school food authority must incorporate all State agency required changes to its solicitation documents before issuing those documents.

4.19 The SFA shall ensure that the State agency has reviewed and approved the contract terms and that the school food authority has incorporated all State agency required changes into the contract or amendment before any contract or amendment to an existing food service management company contract is executed. Any changes made by the school food authority or a food service management company to a State agency pre-approved prototype contract or State agency approved contract term must be approved in writing by the State agency before the contract is executed. When requested, the school food authority must submit all procurement documents, including responses submitted by potential contractors, to the State agency, by the due date established by the State agency.

Section 5: Food Service Management Company Responsibilities

5.1 The food service management company shall always provide its services hereunder in accordance with generally accepted standards of care and best practices in the industry.

5.2 The food service management company shall prepare meals at an off-site location and only serve the meals at the SFA's school site. There is no full-service kitchen at the SFA school site.

5.3 The food service management company shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA in Exhibit B for the first 21 days of meal service. Thereafter, changes in the menu(s) may be made with prior approval of the SFA who shall ensure all foods and beverages are of equivalent or better quality and variety as the foods and beverages required for the first 21 days of meal service. The meals must meet the Food-Based Meal Pattern as designated herein by the SFA for each term of the contract, if applicable. Meals must adhere to all dietary specifications and meet the nutrition standards for National School Lunch, School Breakfast, and/or Summer Meal programs for the age/grade groups of school children and as listed in Exhibit C. All nutrition standards requirements indicated by the USDA for implementation through the 2026_27 school year for the National School Lunch and School Breakfast programs and, if applicable, the Fresh Fruit and Vegetable Program, must be implemented.

5.4 The serving sizes provided by the SFA on the 21-day cycle menu(s) in Exhibit B are, in most cases, based on the required minimum serving sizes stated in Exhibit C. If the serving sizes for the food items indicated on the menu(s) do not meet the required average daily calorie ranges per five-day week and the nutrient standards as stated in Exhibit C, the food service management company must adjust the serving sizes and/or provide additional food items as necessary to meet the required calorie ranges and nutrient standards while meeting all Food-Based Meal Pattern requirements and without significantly altering the 21-day cycle menu(s).

5.5 The food service management company shall be responsible for providing meals and menus appropriate for the age of the students served and deemed acceptable to students, as evidenced by: 1) a minimum of plate waste; and 2) high participation levels in the National School Lunch, School Breakfast.

5.6 The food service management company should participate in the parent, teacher, and student advisory board.

5.7 The food service management company is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 CFR § 15b when the disability restricts their diet. The food service management company is also permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need. Refer to the requirements outlined in Section 4.6.

5.8 The food service management company shall be responsible for the quality and wholesomeness of meals up to and including preparation of meals, delivery to satellite sites and serving students at the location of the SFA.

5.9 The food service management company shall support the SFA staff with ensuring compliance with meal counting and reimbursement practices.

5.10 The food service management company shall ensure there is a sufficient staffing plan in place to fully serve all meals in the cafeteria for breakfast and lunch service daily. The foodservice management company will provide the SFA with its plan for staff absences to ensure no SFA staff has to fill in for meal preparation and serving gaps.

5.11 The awarded food service management company shall provide a detailed implementation plan for the SFA's review. Any feedback provided by the SFA shall be incorporated in the implementation plan.

5.12 The SFA shall conduct performance reviews of the food service management company's performance under the contract. Any services performed under this contract shall be subject to a performance review. The food service management company shall cooperate with the SFA in these reviews, which may require the food service management company to provide records of its performance. Performance reviews may be used by the SFA to determine whether to enter into future contractual relationships with the food service management company, including subsequent contract renewal terms, as applicable. Performance reviews may include, but are not limited to:

5.12.1 completion and performance of contractual services rendered;

5.12.2 adherence to the meal pattern and food specification requirements, including quality and variety;

5.12.3 performance on SFA On-Site Reviews (including the performance of the FSMC), per 7 CFR 210.15(a)(3)(5), and status of required corrective action, if any and as applicable;

5.12.4 performance on state and/or federal reviews and status of required corrective action, if any and as applicable.

5.12.5 participation trends, including program participation compared to à la carte sales, if applicable; and

5.12.6 responsiveness of regional management to the SFA and local staff/management, including the Advisory Board and Local Wellness Committee, as applicable.

5.13 SFAs with fixed price FSMC agreements must comply with the nonprogram foods requirements in 7 CFR Part 210.14. The FSMC shall provide SFA with food cost data it requests in order to determine the SFA's compliance with the revenue from nonprogram foods requirements. For example, essential information includes:

5.13.1 For fixed price per meal contracts, awarded on a per meal basis and with revenues from nonprogram foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Nonprogram foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described. This information is used to determine compliance with revenue from nonprogram foods at 7 CFR 210.14(f).

5.13.2 Historical information on the type and value of nonprogram foods and meals to be offered in other food service operations, for example, catering. When the FSMC will be responsible for providing the SFA with or calculating nonprogram food costs and program revenues for compliance with the 7 CFR Part 210.14(f), the contract must clearly identify this requirement.

5.14 7 CFR 210.16(C) (3): No payment is to be made for meals that are spoiled or unwholesome at time of delivery, do not meet detailed specifications as developed by the school food authority for each food component specified in § 210.10, or do not otherwise meet the requirements of the contract. Specifications shall cover items such a grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.

5.15 The SFA will obtain meals from other sources if meals are rejected or if an insufficient number of meals are delivered. The SFA will contact the food service management company immediately regarding the reasons for rejected meals or if an inadequate number of meals is delivered to the satellite sites. If the food service management company cannot replace meals in time for meal service, then the SFA can obtain meals from another source and deduct the actual cost of such meals from the monthly bill of the food service management company. The food service management company is responsible for the cost of replacement meals.

5.16 The Food Service Management Company must provide a salad bar consisting of lettuce, chopped tomatoes, assorted raw, sliced vegetables (such as cucumbers, carrots, celery, olives and green or red bell peppers), dried bread croutons, bacon bits, shredded cheese, and various types of salad dressing. Salad Bar will meet all USDA

food specifications and guidelines.

Section 6: Purchases/Buy American

6.1 The food service management company shall retain title of all purchased food and nonfood items.

6.2 This SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). USDA Memo SP 23-2024. **Note that products must be both produced and processed in the U.S.**

6.2.1 The term, "substantially," means over 51 percent of a food product consists of agricultural commodities that were grown domestically in the United States (USDA Memo SP 23-2024).

6.2.2 Exceptions to the "Buy American" provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Ms. Artunyala Hunter at ahunter@discovermase.org and a minimum of 7 days in advance of delivery.

6.3 The FSMC may purchase non-domestic foods per "limited exceptions" codified in regulations by USDA in the following circumstances:

6.3.1 Products listed on the Federal Acquisitions Regulations (FAR) Nonavailable Articles list found at 48 CFR 25.104.
(Note: while these items do count towards the non-domestic food purchases cap [see section 6.5], nonavailable articles are exempt from documentation requirements;

6.3.2 Products are not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality; and/or

6.3.3 The cost of a U.S. product is significantly higher than the non-domestic product.

6.4 The SFA shall ensure commercially purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA. The FSMC may substitute commercially purchase foods for all other USDA Foods received. All commercially purchased foods must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods, as determined by the SFA, and must be in compliance with the "Buy American" provision in 7 CFR 210.21(d) and USDA's Final Rule per Memo SP 23-2024.
Exceptions may not exceed the following thresholds per total program food cost per school year:
- School year 2025-2026: 10 percent
- School year 2028-2029: 8 percent
- School year 2031-2032: 5 percent

6.5 The food service management company shall certify the percentage of U.S. content in the products supplied to the SFA to show compliance with the "Buy American" provision in 7 CFR Part 210.21(d). 7 CFR 220.16 (d). The SFA shall track all non-domestic commercial purchases in proportion to the total commercial program food purchases to ensure the non-domestic thresholds per total program cost per school year are not exceeded through quarterly monitoring (USDA Memo SP 23-2024). The FSMC must provide the following documentation to the SFA no less than quarterly (October, January, March, and May):

- Sales reports

- Velocity reports

6.6 The SFA reserves the right to review food service management company purchase records to ensure compliance with the “Buy American” provision in 7 CFR Part 210.21(d). 7CFR 220.16 (d).

6.7 The food service management company shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.

6.8 For the duration of the contract and all subsequent renewal terms, as applicable, the food service management company shall purchase foods and beverages that are equivalent or better in quality and variety as those items required in the 21-day cycle menu, per the requirements outlined above, in Exhibit B, and the food specifications contained herein. For the first 21 days of meal service, FSMC shall adhere to the 21-day cycle menu provided in the RFP (Exhibit B) and developed in accordance with the provisions of 210.10 or 210.10 (a). Thereafter, changes in the menu may be made with the approval of the SFA.

Section 7: Equipment

7.1 The food service management company shall provide equipment to hold and serve the meals on the MASE campuses. Equipment should be in place by January 8, 2027. The food service management company and SFA will perform inventory of equipment and keep a record of items owned by the food service management company. The FSMC is responsible for all maintenance and repairs on all equipment owned by the FSMC. The FSMC will be responsible for all equipment.

7.2 It is the responsibility of the vendors bidding on this RFP to price out the purchase of equipment as meals will be prepared offsite and transported to MASE daily. It is the responsibility of the FSMC to incorporate delivery in bid pricing.

7.3 The food service management company shall make structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.

7.4 The food service management company shall provide written notification to the SFA of any equipment belonging to the food service management company within 10 calendar days of its placement on the SFA premises.

7.5 The SFA must give prior approval and have final authority for the purchase of equipment used for storage, preparation, or delivery of school meals.

7.6 The food service management company shall retain title to all food service management company-owned property and equipment when placed in service.

7.7 The food service management company shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all FSMC owned equipment repairs.

7.8 Upon expiration or termination of the contract, it shall be the food service management company's responsibility to remove all food service management company-owned property and equipment within a timely manner and without damage to SFA facilities.

7.9 The SFA shall retain title to all SFA-owned property and equipment when placed in service. If the property and/or equipment is amortized through the food service management company and the contract expires or is terminated, the SFA can return the property to the food service management company for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

Section 8: Inspection of Facility

8.1 The SFA, the Tennessee School Nutrition Program, and the USDA reserve the right to inspect the food service management company's preparation facilities, storage facilities, and transporting vehicles prior to award of contract and without notice at any time during each contract term, including the right to be present during preparation and delivery of meals.

8.2 The food service management company must provide meals when requested for periodic inspection by the local or state health department or an independent agency to determine the bacterial levels in the meals served.

Section 9: Delivery Requirements and Noncompliance

9.1 Any meals delivered must be delivered in accordance with the approved menu cycle if prepared off-site.

9.2 The food service management company shall provide a delivery slip with the date and the number of meals delivered. The SFA-authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.

9.3 Meals must be delivered in closed-topped, sanitary vehicles.

9.4 Meals must be delivered in clean, sanitary, food-grade transporting containers __ approved by the local or state health department __ that maintain the proper temperatures of food.

9.5 When an emergency prevents the food service management company from delivering meals as ordered, the food service management company shall notify the SFA-authorized representative or his/her designee immediately by phone, indicating the reasons for the need for substitution.

9.6 The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.

9.7 The SFA will obtain meals from other sources if meals are rejected or if an insufficient number of meals are delivered. The SFA will contact the food service management company immediately regarding the reasons for rejected meals or if an inadequate number of meals is delivered. If the food service management company cannot replace meals in time for meal service, then the SFA can obtain meals from another source and deduct the actual cost of such meals from the monthly bill of the food service management company. The food service management company is responsible for the cost of replacement meals.

9.8 The SFA will not pay for deliveries made later than the start of the regularly scheduled lunch or breakfast periods as listed in Exhibit A, or as otherwise stated in this contract.

Section 10: Packaging Requirements

10.1 Hot meal unit must have packaging suitable for maintaining components at temperatures in accordance with state and local health standards. The container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 350 degrees Fahrenheit (204 degrees Celsius) or higher.

10.2 Cold meal unit or unnecessary to heat must have a container and overlay that is plastic or paper and non-toxic.

10.3 Hot bulk meals must be in stainless steel containers, or approved alternate, with lids with a depth of no more than four inches.

10.4 Cold meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.

10.5 Cartons shall be labeled to meet state or local requirements. The label should include:

- processor's name, address, and zip code (plant);
- food items and meal type;
- date of production; and
- quantity of individual units per carton.

10.6 Meals shall be delivered with the following items: condiments, napkins, single service ware, and serving utensils. The food service management company shall insert non-food items that are necessary for the meal to be eaten.

10.7 All refrigerated food shall be delivered at an internal temperature of 40 degrees Fahrenheit or below.

10.8 All frozen food shall be delivered at zero degrees Fahrenheit or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors.

10.9 All hot food shall be delivered with an internal temperature of 135 degrees Fahrenheit or above.

Section 11: Meal Pricing

11.1 All bids must be calculated based on the menu(s) in Exhibit B and on the projected annual units provided on the "Bid Summary" form, both attached herein. Milk will be supplied by the food service management company. All bids shall be submitted using the "Bid Summary" form. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.

11.2 The bid rate(s) must include the meal, including milk, condiments applicable to the menu, serving utensils, packaging and containers needed to transport food in a sanitary manner, and transportation to and from the SFA.

11.3 The bid rate(s) must be calculated net of applicable discounts, rebates, and credits received by the food service management company and must not include the use of USDA Foods, alternate pricing structures such as guaranteed USDA Foods credits, or Offer versus Serve credits unless otherwise stated herein.

11.4 The food service management company shall receive the fixed meal rate specified on the bid form for each meal type multiplied by the number of meals served and accepted by the SFA.

11.5 The food service management company cannot provide guaranteed USDA Foods credits. If the food service management company receives USDA Foods, the food service management company must credit the current market value of USDA Foods used on the monthly bill/invoice to the SFA. Credit issued by the food service management company to the SFA upon the use of USDA Foods received shall be recorded on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods items used in the SFA's food service along with the current market value as issued by the Tennessee Department of Agriculture. Prior to the expiration of each Contract Term, the SFA shall be credited in full for all USDA Foods received.

11.6 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed the limits established in 7 CFR § 210.9(b)(2).

11.7 The food service management company must submit invoices for payment for meals served within 10 days of the last day of each month or the final day of service for the school year.

11.8 The SFA is not obligated to purchase any minimum number or dollar amount of meals under this contract.

11.9 Designation of Program Expenses to be Completed by SFA/Sponsor:
1. The FSMC guarantees to the SFA/Sponsor that the proposal meal rate for each reimbursable school meal shall include the expenses as designated with an "X" under Column 1. The FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.

2. The SFA/Sponsor shall pay those expenses as designated with an "X" or a "✓" under Column II.

The following cost responsibility detail sheet is a necessary part of this Proposal specification. Costs that are not provided for under the standard contract terms and conditions but are necessary for the effective On-Site operation of the foodservice program and are directly incurred for the SFA's operation must be assigned by the SFA prior to the Bid opening and designated below:

Designation of Responsibilities

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA/Sponsor)
LABOR:		
Payroll, managers and/or supervisors	x	
Payroll, full and part-time workers	x	
Payroll, Monitors	x	
Life Insurance	x	
Medical/Dental Insurance	x	
Retirement Plans	x	
Social Security	x	
Vacation	x	
Sick Leave	x	
Holiday Pay	x	
Uniforms	x	
Tuition Reimbursement	x	
Labor Relations	x	
Unemployment Compensation	x	
Workers Compensation	x	
Processing and Payment of Payroll	x	
FOOD:	x	
OTHER EXPENSES:	x	
Accounting		x
Bank Charges		x
Data Processing		x
Recordkeeping	x	
Processing and Payment of invoices		x
Equipment – Major	x	
Original Purchase	x	
Routine Maintenance	x	
Major Repairs	x	
Replacement	x	
Equipment – Expendable (Trays, tableware, glassware, utensils)	x	
Replacement	x	
Cleaning/Janitorial Supplies	x	
Insurance	x	
Liability Insurance	x	
Insurance on Supplies/Inventory	x	

Laundry and Linen	x	
Office Materials	x	
Paper/Disposable Supplies	x	
Pest Control		x
Postage		x
Printing		x
Product Tasting	x	
Promotional Materials	x	
Taxes and License	x	
Telephone		x
Local		x
Long Distance		x
Medium of Exchange for Point of Service Counts including Student Payments	x	
Training	x	
Transportation of Meals	x	
Trash Removal		x
From Kitchen	x	
From School Premises		x
Travel	x	
Utilities		x
Vehicles	x	
Warewashing Equipment	x	
Warewashing Chemicals	x	
Fresh Fruit and Vegetable Program (if applicable)	x	
Purchase of food items	x	
Preparation (if needed)	x	
Packaging (if needed)	x	
Serving	x	
Purchase of Supplies (i.e. containers, paper, etc.)	x	
Cleaning	x	
Nutrition	x	
Documentation of Expenses	x	

Section 12: Revenue

12.1 The FSMC will be paid on a per meal rate plus a management fee. Both the per meal rate and the management fee will be incorporated into the Maximum Allowable Cost of the Contract. All program expenses not otherwise defined in the contract will be assumed to be covered by the FSMC under the Administrative or Management Fee. The same travel, lodging and expense reimbursement regulations that apply to SFA personnel shall apply to FSMC personnel. The following must be included in the management fees and may not be charged to any other expenses.

12.1.1 Personnel and Labor Relations and Services Visitation;
12.1.2 Legal Department Services;
12.1.3 Purchasing and Quality Control;
12.1.4 Technical Research;
12.1.5 Cost incurred in Hiring and Relocating FSMC Management personnel;
12.1.6 Dietetic Services (Administrative and Nutritional);
12.1.7 Recipe development, modification and the use of Test Kitchens;
12.1.8 Accounting and Accounting Procedures;
12.1.9 Tax Administration;
12.1.10 Technical Supervision;
12.1.11 FSMC Regional/Supervisory Personnel and Regular Inspections or Audit Personnel;
12.1.12 Teaching and Training Programs;
12.1.13 General Regional Support;
12.1.14 General National Headquarters Support
12.1.15 Design Services;
12.1.16 Menu Development;
12.1.17 Information Technology and Support;
12.1.18 Payroll Documentation and Administrative Cost;
12.1.19 Personnel Advice;
12.1.20 Any and all travel related to all of the above items;

Section 13: Licenses, Certifications, and Taxes

13.1 Throughout the term of the contract and each renewal term, the food service management company shall obtain and maintain all licenses, permits, and health certifications required by federal, state, and local laws.

13.2 The food service management company shall obtain state or local health certification for any facility where components are prepared or packaged, and the food service management company shall maintain this health certification for each contract term.

13.3 The food service management company and all affiliates shall collect and remit the Tennessee Use Tax on all sales of tangible personal property in the state of Tennessee.

Section 14: Record Keeping

14.1 The food service management company shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following:

- The receipt, use, storage, and inventory of USDA Foods;
- Monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and
- Documentation of credits issued to the SFA for USDA Foods received.

14.2 The food service management company shall retain all records relating to food service production and delivery for each contract term and provide copies to the SFA each month including, but not limited to, the following:

- all data, materials, and products created by the food service management company on behalf of the SFA and in furtherance of the services;
- production records, including quantities and amounts of food used in preparation of each meal and food components of menus;
- product ingredient list;
- Nutrition Facts label;
- product formulation statements for products and/or Child Nutrition labels;
- standardized recipes and yield from recipes as deemed necessary per the requirements of section 17;
- processed product nutritional analysis;
- dates of preparation of meals;
- signed delivery slips;
- nutritional content of individual food items and meals as delivered;
- bills charged to SFA for meals delivered under this contract, including the credit of USDA Foods where applicable;
- inventory records;
- temperature logs
- food and bid specifications; and
- all documents and records as noted in this Request for Proposal
- (7 CFR 250.54 (b): ***Recordkeeping requirements for the food service management company.*** The food service management company must maintain the following records relating to the use of donated foods in its contract with the recipient agency:

- **(1)** The donated foods and processed end products received from, or on behalf of, the recipient agency, for use in the recipient agency's foodservice;
- **(2)** Documentation that it has credited the recipient agency for the value of all donated foods received for use in the recipient agency's foodservice in the school or fiscal year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products; and
- **(3)** Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable).

14.3 All records relating to the contract are the sole property of the SFA. At any time during the contract term, the SFA reserves the right to require the food service management company to surrender all records relating to the contract to the SFA within 30 days of such request.

14.4 Upon expiration or termination of the contract, the food service management company shall surrender all records as noted above relating to the initial contract and all subsequent renewal terms, if applicable, to the SFA within 30 days of the contract expiration or termination.

14.5 The SFA shall retain all records relating to the initial contract and all subsequent contract renewal terms for a period of three years, beginning from the date the final contract renewal term has expired, the receipt of final payment under the contract is recorded, or after the SFA submits the final "Monthly Claim for Reimbursement" for the final fiscal year of the contract, whichever occurs last.

14.6 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the Tennessee School Nutrition Program, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit. The Food Service Management Company will be required to pay for any over claims assessed by the State Agency due to negligence or noncompliance with regulations. This liability should correspond to either the 3-year record retention period established in 7 CFR 210.23(c) or the State Agency-established record retention timeframe, whichever is greater.

14.7 7 CFR 250.54 (C): ***Review requirements for the recipient agency.*** The recipient agency must ensure that the food service management company is in compliance with the requirements of this part through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226, as applicable. The recipient agency must also conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's food service in the school or fiscal year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products.

14.8 7 CFR 210.16 (c) (1) The food service management company shall maintain such records as the school food authority will need to support its Claim for Reimbursement under this part, and shall, at a minimum, report claim information to the school food authority promptly at the end of each month. Such records shall be made available to the school food authority, upon request, and shall be retained in accordance with § 210.23(c).

14.9 7 CFR 250.54 (d): ***Departmental reviews of food service management companies.*** The Department may conduct reviews of food service management company operations, as necessary, to ensure compliance with the requirements of this part with respect to the use and management of donated foods. The food service management company will be responsible for any over claims assessed by the State Agency due to negligence or noncompliance with regulations.

14.10 7 CFR 250.54 (a) Recordkeeping requirements for the recipient agency. The recipient agency must maintain the following records relating to the use of donated foods in its contract with the food service management company:

14.10.1 The donated foods and processed end products received and provided to the food service management company for use in the recipient agency's food service;

14.10.2 Documentation that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's food service in the school or fiscal year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products; and

14.10.3 The actual donated food values used in crediting.

Section 15: Terms and Termination

15.1 This contract is effective for a one-year period commencing January 1, 2027 or upon written acceptance of the contract, whichever occurs last, through June 30, 2027 (the term of the contract), with options to renew yearly, not to exceed four additional years (each a renewal term).

15.2 Renewal of this contract is contingent upon the fulfillment of all contract provisions relating to USDA Foods.

15.3 All amendments must be documented, reviewed, and approved by the State agency prior to execution 2 CFR 210.16(a)(10). Additionally, the State agency must review and obtain awarding agency approval for all proposed contract modification changes when the scope of a contract or the change increases the contract amount by more than the Simplified Acquisition Threshold (Federal $350,000). [2 CFR 200.324(b)(5)]

15.4 Either the SFA or food service management company can terminate this contract for cause or for convenience with a 60-day written notification. Following a 60-calendar day written notification, the SFA can terminate this contract in whole or in part without the payment of any penalty or incurring any further obligation to the food service management company.

15.5 Following any termination for convenience, the food service management company shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this contract, up to and including the date of termination. The SFA shall have the right to receive services from the food service management company through the effective date of the notice of termination and may, at its election, procure such work from other contractors as may be necessary to complete the services.

15.6 Notwithstanding any provision to the contrary in this contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for this agreement are not appropriated by the Tennessee General Assembly or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with this contract.

15.7 Notwithstanding the notice period in paragraph 15.4, the SFA may immediately terminate the contract, in whole or in part, upon notice to the food service management company if the SFA determines that the actions, or failure to act, of the food service management company, its agents, employees, or subcontractors have caused _ or reasonably could cause __ jeopardy to health, safety, or property; or, if the SFA determines that the food service management company lacks the financial resources to perform under the contract.

15.8 If the food service management company fails to perform to the SFA's satisfaction any material requirement of this contract or is in violation of a material provision of this contract, the SFA shall provide written notice to the food service management company requesting that the breach of noncompliance be remedied within 60 days. If the breach is not remedied by the specified period of time, the SFA may: (a) immediately terminate the contract without additional written notice; or (b) enforce the terms and conditions of the contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method it may deem expedient. Any damages incurred by the SFA as a result of any food service management company default shall be borne by the food service management company at its sole cost and expense, shall not be payable as part of the contract amount, and shall be reimbursed to the SFA by the food service management company upon demand.

15.9 Neither the food service management company nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract is delayed or prevented by pandemics, wars, acts of public enemies, strikes, fires, floods, or any other acts which could not have been prevented by the exercise of due diligence ("act of God"). The SFA may cancel the contract without penalty if the food service management company's performance does not resume within 30 days of the food service management company's interruption of services due to an act of God.

15.10 The only rates and fees that may be adjusted in subsequent contract terms are the fixed rates and fixed fees contained herein. Before any fixed rate or fee adjustments can be implemented as part of a contract renewal agreement, the food service management company shall document to the SFA, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent contract terms must not exceed the percentage rate of change of the "Consumer Price Index for All Urban Consumers – Food Away From Home, South Region" annual rate for December of the current school year, as compared to the rate for December of the previous year. Percentage increases cannot be applied to any previous contract term's total estimated or actual contract cost. The calculation method regarding the determination of a la carte equivalents, if applicable, is outlined in the "Meal Pricing" section of this contract. The SFA will be allowed to propose a price decrease if "Consumer Price Index for All

Urban –Food Away From Home, South Region” indicates a decrease.

Section 16: General Contract Terms

16.1 No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.

16.2 This solicitation/contract, exhibits, and attachments constitute the entire agreement between the SFA and the food service management company and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.

16.3 Each party to this contract represents and warrants to the other that: (a) it has the right, power, and authority to enter into and perform its obligations under this contract; (b) it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this contract; and (c) this contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

16.4 Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.

16.5 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this contract shall operate as a waiver of any other term, right, or condition.

16.6 Payments on any claim shall not prevent the SFA from making claims for adjustment on any item found not to have been in accordance with the provisions of this contract.

16.7 It is further agreed between the SFA and food service management company that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this contract.

16.8 If this contract is in excess of $100,000, the SFA and food service management company shall comply with all applicable standards, orders, and regulations, including but not limited to:

- The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311_1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1
- "Certificate Regarding Lobbying" pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018); et. seq.);
- _Rigging Certification" pursuant to Section 33E-3 or Section 33E-4 of the Tennessee Criminal code, contained in Chapter 38 of the Tennessee Revised Statutes:
- "Certificate of Independent Price Determination;"
- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" pursuant to Executive Orders 12549 and 12689 (7 CFR 3017 Subpart C); and
- "Disclosure of Lobbying Activities" pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR Part 3018).

16.9 The food service management company certifies compliance with:

- Energy Policy and Conservation Act (Pub. L. 94_163, 89 Stat. 871);
- The Department of Labor regulations (29 C.F.R. Part 5);
- Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
- Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708) (for contracts in excess of $2,500);
- Rights to Inventions Made Under a Contract or Agreement (Appendix II to 2 CFR 200/7 CFR 3019.48);
- Davis Bacon Act (for construction contracts in excess of $2,000) (Appendix II to 2 CFR 200/7 CFR 3019.48); and
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (Appendix II to 2 CFR Part 200 (j) (for contracts worth $100,000 or more).

16.10 The food service management company is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

16.11 The Tennessee School Nutrition Program and the USDA are not parties to this contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the food service management company. The SFA has full responsibility for ensuring the terms of the contract are fulfilled.

16.12 To the fullest extent permitted by law, the food service management company agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers, and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees arising or resulting from, occasioned by, or in connection with: (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the food service management company, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable; (ii) failure by the food service management company or its subcontractors to comply with any laws applicable to the performance of the services; (iii) any breach of this contract, including, without limitation, any representation or warranty provided by the food service management company herein; (iv) any employment actions of any nature or kind, including but not limited to workers compensation or labor action brought by the food management company's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

16.13 In order for the SFA to respond timely and appropriately to the requirements of the Tennessee Freedom of Information Act (FOIA), the food service management company must review all documents required to be provided under this contract and the exemptions for release under FOIA and, if exemptions are allowed, provide the SFA a redacted copy for release under FOIA, along with the original. The redacted copy shall be marked as "redacted," and the food service management company shall reference the specific grounds under FOIA or other law or rule supporting the specific redaction request to exempt certain information. Notwithstanding the foregoing, the SFA may not necessarily be allowed to release *just* the redacted versions. Redactions based on personal privacy and preliminary drafts, by law, must be sent to the state of Tennessee public access counselor before a denial to a FOIA request can be made. The SFA will abide by the decisions of the public access counselor.

16.14 Each party, including its agents and subcontractors, to this contract may have or gain access to confidential and proprietary data or information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," etc.), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, etc.), all student data and information, and other information designated as confidential expressly or by the circumstances in which it is provided (confidential information). No confidential information collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing party, either during the term of the contract or thereafter. The recipient must return any and all confidential information used in the course of the performance of the contract, in whatever form it is maintained, promptly upon termination of the contract, or earlier at the request of the disclosing party, or notify the disclosing party in writing of its destruction, if destruction is permitted by the disclosing party. Confidential information does not include data or information lawfully in the recipient's possession prior to its acquisition from the disclosing party; received by the recipient from a third party who was free to disclose it; publicly known through no breach of confidentiality obligation by the recipient; or independently developed by the recipient without the use or benefit of the disclosing party's confidential information.

16.15 The food service management company will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) regarding the confidentiality of student education records as defined in FERPA. Any use of information contained in student education records to be released must be approved by the SFA. To protect the confidentiality of student education records, the food service management company will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this contract. Any student records in the food service management company's possession shall be returned to the SFA when no longer needed for the purposes for which they were provided or, at the SFA's written request, they shall be permanently destroyed and the food service management company shall provide written confirmation to the SFA upon the destruction of student records.

16.16 The food service management company shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The food service management company shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. The food service management company shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

16.17 "Cost -plus – percentage of cost and cost-plus-a percentage of income contracts are prohibited. [2 CFR 200.323(d)]".

16.18 The Selected FSMC shall comply with 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Compliance with this regulation requires Selected FSMC and SFA to do the following with contracting:

- 16.18.1 The Selected FSMC and SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 16.18.2 Affirmative steps must include:
  - 16.18.2.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 16.18.2.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 16.18.2.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - 16.18.2.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - 16.18.2.5 Using 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
  - 16.18.2.6 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
  - 16.18.2.7 The Selected FSMC and SFA agree to comply.

Section 17: Food Specifications

All USDA Foods offered to the SFA and made available to the food service management company are acceptable and should be utilized in as large a quantity as may be efficiently utilized. For all other food components, specifications shall be as follows:

17.1 At least 80% of the weekly grains offered in the NSLP and SBP must be whole grain-rich, and the remaining grain items offered must be enriched. All grain component items must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on "Exhibit A: School Lunch and Breakfast Whole Grain-Rich Ounce Equivalency (oz.eq.) Requirements for School Meal Programs."

17.2 If applicable, product should be in moisture-proof wrapping and pack-code date should be provided.

17.3 All meat and poultry must have been inspected by the USDA and must be free from off color or odor.

- Beef must be at least 80:20 lean to fat.
- Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in "Specifications for Poultry Products, A Guide for Food Service Operators" from the USDA.
- For breaded and battered items, all flours must be whole grain for grains credit.

17.4 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.

17.5 All cheese should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.

17.6 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection by the USDC.

17.7 All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA "Food Buying Guide." At a minimum, fruit must meet the food distributors' second -quality level. Fruits should have characteristic color, good flavor, be well-shaped, and be free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

17.8 All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA "Food Buying Guide." At a minimum, vegetables must meet the food distributor's second -quality level. Vegetables should have characteristic color, good flavor, be well-shaped, and be free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

17.9 All canned vegetables must meet the food distributors' first-quality level (extra fancy and fancy) and canned fruits must meet the second-quality level (standard). Vegetables should have characteristic color; good, fresh flavor; and be free from discoloration, blemishes, and decay. Efforts should be made to purchase low-sodium or no sodium added vegetables and fruit packed in juice or water.

17.10 Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.

17.11 Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.

17.12 If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.

17.13 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

17.14 All fruit juices must be 100 percent fruit juice.

17.15 Weekly Salad Bar offerings are expected from the FSMC.

17.16 When the specification calls for "Brand Name or Equivalent," the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand name products in terms of quality, performance, and desired characteristics, as determined by the SFA.

17.17 All food items must adhere to the sodium target levels in subsequent contract terms, if applicable, as required by the USDA "Nutrition Standards in the National School Lunch and School Breakfast Programs: Implementation Timeline for Final Rule" and/or other subsequent guidance issued by the USDA.

17.18 Nutrition labels or manufacturer specifications must indicate zero grams of trans fat per serving for all foods.

17.19 Fluid milk must be low-fat (flavored or unflavored) or fat-free (unflavored or flavored). Unflavored milk must be offered. Two choices must be offered daily as required by the SFA.

17.20 Efforts must be made to lower the levels of saturated fat in all purchased products.

Section 18: Professional Standards

18.1 Employees of both the SFA and of the food service management company must comply with the professional standards for state and local school nutrition programs personnel, as required by the Healthy, Hunger-Free Kids Act of 2010. A summary of the hiring and training requirement for professional standards can be viewed by clicking the following link: https://www.tn.gov/education/districts/snp-resources/snp-program-requirements/snp-professional-standards.html.

18.2 Professional standards hours must be completed during the school year (January 1-June 30). FSMC should provide copies of professional standards hours monthly, and an employee training schedule in the proposal.

18.3 An employee training plan must be included in the proposal.

Section 19: USDA Foods

19.1 Any USDA Foods received for use by the SFA and made available to the food service management company shall be utilized within the specified term of this contract in the SFA's food service operation. These foods must be used in the preparation and service of meals and for other allowable uses in accordance with the code of federal regulations, 7 CFR Part 250.

19.2 The food service management company shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service program, subject to approval by the SFA.

19.3 The food service management company shall manage all USDA Foods to ensure they are utilized in the SFA's food service.

19.4 In accordance with 7 CFR 250.51(a) and (b), the food service management company shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service. Commercially purchased foods shall not be substituted for these foods.

19.5 The food service management company shall utilize all other USDA Foods or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, in the SFA's food service.

19.6 In accordance with 7 CFR 250.51(a) and (b), the food service management company shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods received. The food service management company must credit the SFA for all USDA Foods received for use in the SFA's food service each contract term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each contract term.

19.7 Credit issued by the food service management company to the SFA for USDA Foods received during each contract term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the Tennessee Department of Agriculture.

19.8 The current market value of USDA Foods is based on the prices issued by the Tennessee Department of Agriculture in compliance with 7 CFR § 250.58(e).

19.9 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 CFR § 210.9(b)(2).

19.10 At the end of each contract term and upon expiration or termination of the contract, the SFA shall conduct a reconciliation to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the food service management company during each contract term for use in the SFA's food service.

19.11 The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting the Tennessee Department of Agriculture or processor as applicable.

19.12 The SFA reserves the right to conduct USDA Foods credit audits throughout each contract term to ensure compliance with federal regulations 7 CFR Part 210 and Part 250.

19.13 The food service management company may store and inventory USDA Foods together with commercial foods purchased for use in the SFA's food service. The food service management company must meet all storage and inventory management requirements outlined in 7 CFR Part 250. USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the SFA's food service.

19.14 The food service management company must accept liability for any negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA and shall credit the SFA either monthly or through a fiscal year-end reconciliation.

19.15 The SFA and food service management company shall consult and agree on end products to be produced from USDA Foods during each contract term. If the SFA and food service management company cannot agree on end products, the food service management company shall utilize the USDA Foods in the form furnished by the USDA.

19.16 The SFA shall have processing contracts in place when a commercial facility processes or repackages USDA Foods. The food service management company shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods. The Tennessee Recipient Agency Processing Contract, Tennessee State Master Processing Contract, or National Processing Contract must be used as the basis for the processing agreement as determined by the Tennessee Department of Agriculture. The terms and conditions of the processing contract must comply with 7 CFR Part 250. In accordance with 7 CFR 250.51(a), the food service management company must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in a school year or fiscal year (including both entitlement and bonus foods). This includes crediting for the value of USDA Foods contained in processed end products (per 6.19 below).

19.17 The food service management company shall not enter subcontracts for further processing of USDA Foods.

19.18 The food service management company shall be responsible for all delivery, freight/handling, storage, and warehousing costs associated with USDA Foods.

19.19 If the food service management company acts as an intermediary between a processor and the SFA, the food service management company shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA Foods processing agreement value unless the processor is providing such credit directly to the SFA. Such credit shall be issued to the SFA on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled.

19.20 The food service management company shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The food service management company must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods.

19.21 The SFA, Tennessee School Nutrition Program, Comptroller General, and USDA, or their duly authorized representatives, may perform on-site reviews of the food service management company's food service operation, including the review of records, to ensure compliance with the requirements of this contract and federal regulations 7 CFR Part 210 and Part 250.

19.22 The food service management company shall return all unused USDA ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the contract.

19.23 At the discretion of the SFA, the food service management company may be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the contract.

19.24 The SFA shall retain title to all USDA Foods provided to the food service management company for use in the SFA's food service.

19.25 The bid rate per meal must be calculated as if no USDA Foods were available.

19.26 Under the provisions stated in the Base Contract, the FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and include the value of USDA Foods contained in processed end products, in accordance with

the contingencies in 7 CFR 250.51(a). Furthermore, the FSMC shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250. In support of terms outlined in the USDA Foods section of the Base Contract, Parties shall provide the following:

19.26.1 Verification – Receipt of USDA Foods: SFA shall attach a copy of the SFA's Year-end reconciliation verifying correct and proper credit has been received for the full value of all USDA Foods received by the selected FSMC during the fiscal year. The SFA reserves the right to conduct USDA donated food credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.

19.26.2 Verification – Usage of USDA Foods: Renewals of the Base Contract is contingent upon adequate usage of USDA Foods.

Bid Criteria Point Matrix

Weight		FSMC Score	Criteria
40	Points		Cost - The FSMC with the lowest price receives 40 points. The other food service management companies receive points equal to the lowest price divided by their meal price X 40.
10	Points		Service Capability Plan – The FSMC needs to provide examples of providing and delivering service to similar type schools and their ability to supply healthy food options. 10 Points will be awarded to the FSMC with a record of food operations that include food prep, meal inventory controls, and health protocols. A predetermined scorecard related to whether their plan is deemed as poor, fair, good, or exceptional will be applied to any FSMC not receiving 10 points. **What proposal should include:** • Sample menus • Sourcing practices (fresh, local, whole foods) • Wellness or healthy eating initiatives Rating • "Poor" shall mean the proposal does not meet RFP requirements. 0 points • "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 2 points • "Good" shall mean that the proposal meets the RFP requirements. 6 points • "Exceptional" shall mean that the proposal exceeds the RFP requirements. 10 points
10	Points		References - The FSMC must provide three (3) customer references from the Southeast region. The Sponsor may randomly contact references provided. References must demonstrate a satisfactory performance rating of at least 80%. Proposals will be evaluated using the following rating scale: • Poor (0-2 points): No reference provided, or references do not meet 80% satisfactory performance threshold. • Fair (3-5 points): One (1) reference provided meeting the 80% satisfactory performance threshold. • Good (6-8 points): Two (2 references provided meeting the 80% satisfactory performance threshold. • Exceptional (9-10 points): Three (3) or more references provided meeting the 80% satisfactory performance threshold with strong positive feedback.
10	Points		Financial Conditions/Stability, Business Practices – The FSMC needs to confirm financial strength, stability, acumen, and minimal obligations to receive a maximum score of 10. A predetermined scorecard related to whether their financial condition is deemed as poor, fair, good, or exceptional will be applied to any FSMC not receiving 10 points.

			Ratings ● "Poor" shall mean the proposal does not meet RFP requirements. 0 points ● "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 2 points ● "Good" shall mean that the proposal meets the RFP requirements. 6 points ● "Exceptional" shall mean that the proposal exceeds the RFP requirements. 10 points
10	Points		Accounting and Reporting Systems – The FSMC needs to provide examples of their accounting and reporting system including but not limited to meal counting procedures, GARP, sub-accounts, entries, and additional budget controls. A predetermined scorecard related to whether their accounting system is deemed as poor, fair, good, or exceptional will be applied to any FSMC not receiving 10 points. Rating ● "Poor" shall mean the proposal does not meet RFP requirements. 0 points ● "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 2 points ● "Good" shall mean that the proposal meets the RFP requirements. 6 points ● "Exceptional" shall mean that the proposal exceeds the RFP requirements. 10 points
10	Points		Promotion of the Child Nutrition Program - The FSMC must provide a clear plan to promote participation in the Child Nutrition Program. The plan must include: (1) student and staff engagement (e.g., surveys or taste tests), (2) nutrition education or wellness activities, (3) marketing methods (e.g., menus, signage, or digital communication), and (4) a method to track participation and measure effectiveness. A maximum of 10 points will be awarded based on the quality and feasibility of the plan. Rating ● "Poor" shall mean the proposal does not meet RFP requirements. 0 points ● "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 2 points ● "Good" shall mean that the proposal meets the RFP requirements. 6 points ● "Exceptional" shall mean that the proposal exceeds the RFP requirements. 10 points

10	Points		Experience in working with Child Nutrition Program (CNP) - The FSMC with the most child nutrition programmatic operations based on years of service will receive 10 points. 1 point per year of experience up to 10 will be awarded to the remaining FSMCs. Rating ● "Poor" shall mean the proposal does not meet RFP requirements. 0 points ● "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 2 points ● "Good" shall mean that the proposal meets the RFP requirements. 6 points ● "Exceptional" shall mean that the proposal exceeds the RFP requirements. 10 points ● "Good" shall mean that the proposal meets the RFP requirements. 6 points ● "Exceptional" shall mean that the propos
100	Points		Total Points

Exhibit A

Request for Proposal and Contract Nonprofit School Food Service Bid Summary

This document contains a bid solicitation and contract for the furnishing of meals for the nonprofit school food service program(s) for the period beginning January 1, 2027, and ending June 30, 2027, and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the contract between the bidder and the school food authority (SFA). The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the bid solicitation/contract. **Per meal prices must be quoted as if no USDA Foods will be received**.

	Projected Annual Units	Rate per Unit	Estimated Total
1. Reimbursable breakfast with milk	85,000		
2. Reimbursable lunches with milk	135,000		

Total Estimated Amount of Bid**: $_____

***All totals must be carried out to the second decimal place and must not be rounded.*

Name of bidder:
Street address:
City:
State:
Zip code:

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for four additional one-year contract terms. The January 1st, 2027 until June 30th, 2027 shall be the first year term of the contract.

Bidder Signature *Title* *Date*

Acceptance of Contract School
food authority (SFA):

Authorized SFA Representative Signature Title ***Date***

Exhibit A-1

Site Data Form— Food Service Management Company

Site Name and Address	Contact Person	Current Enrollment	Breakfast		Lunch	
			Annual Number of Serving Days	Average Daily Participation	Annual Number of Serving Days	Average Daily Participation
MASE Charter School 1266 Poplar Ave. Memphis, TN 38104	Artunyala Hunter	751	175	65%	175	90%

Exhibit A-2

Eligibility Data and Projected Enrollments

Site Name	October 2025-2026 Eligibility Data		Projected Enrollments				
	Free	Reduced-price	2026-27	2027-28	2028-29	2029-30	2030-31
MASE Charter School	100%	0	730	751	800	830	850

Exhibit A-3

Meal Service Information/Delivery Schedule

Site Name	Breakfast				Lunch			
	Meal Service Schedule	Delivery Schedule	Meal Charges		Meal Service Schedule	Delivery Schedule	Meal Charges	
			Reduced	Paid			Reduced	Paid
MASE Charter School	7:00 a.m.-7:30 a.m.	6:30 a.m.	0	0	3 lunch periods from 11:03 a.m. to 1:18 p.m.	9:15 a.m.	0	0
							0	0
					.		0	0

Exhibit B-1

Food-based Meal Pattern 21-day Cycle Menu

Menu Planning Worksheet
WEEK 1 _ Breakfast

Milk: 1 cup Two choices required	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk
Grains	Blueberry Pancake on a Stick (1 oz eq) Turkey Sausage (.5 oz eq)	Granola (1 oz eq) and Yogurt Parfait (1/2 c)	Whole Wheat Buttermilk Biscuit (1 oz eq) Sausage Patty (1 oz eq)	Peanut Butter (2 Tbsp) Banana (½c) Rollup (2 oz tortilla) (1 oz meat alt and 2 oz eq grain)	Whole Wheat Buttermilk Biscuit (1 oz eq) Chicken Patty (1 oz eq)
Vegetable or Fruit: ¾ cup	½ c Mixed Berries cup ½ c Apple Juice	½ c Peaches, Bananas ½ c Grape Juice	½ c Apples slices ½ c Orange Juice	¼ c (in Rollup) ½ c Sliced Oranges ½ c Apple Juice	1/2 c Apple slices ½ c Orange Juice
Meat/Meat Alternate: 1 oz.					

No more than one-half of the weekly offering for the fruit component or the vegetable component may be in the form of full-strength juice.

Menu Planning Worksheet _ K-12
WEEK 2 - BREAKFAST

Milk: 5 cups weekly 1 cup daily Two choices required	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk
Grains: **9 ounces equivalent weekly** **1 ounce equivalent daily minimum**	Oatmeal Muffin Squares (2 oz eq)	Breakfast Pizza (1 oz M/MA, 1 oz eq WG)	2 Whole Grain Pancakes (2 oz eq)	Biscuit (1 oz eq) Sausage Patty (1 oz eq)	Whole Grain Cinnamon Rolls Frosted (1 oz eq)
● **Non-Whole Grain-Rich**					
● **Whole Grain-Rich**	Muffins	Crust	Pancakes	Biscuit	Cinnamon Roll
Fruit: **5 cups weekly** **1 cup daily minimum**	1/2 c Pineapple Chunks 1/2 c Orange Juice	½ c Cantaloupe Balls 1/2 c Apple Juice ¾ c Vegetables	1/2 c Apple Slices 1/2 c Apple Juice	1 Banana 1/2 c Apple Juice	1 Orange 1/2 c Orange Juice

No more than one-half of the weekly offering for the fruit component or the vegetable component may be in the form of full-strength juice.

Menu Planning Worksheet _ K-12
WEEK 3 - BREAKFAST

Milk: 5 cups weekly 1 cup daily Two choices required	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk
Grains: **9 ounces equivalent weekly** **1 ounce equivalent daily minimum**	Whole Wheat Buttermilk Biscuit (1 oz eq) Chicken Patty (1 oz eq)	Breakfast Pizza (1 oz M/MA, 1 oz eq WG)	Whole Grain Waffles (2.0 oz eq)	Whole Wheat Buttermilk Biscuit (1 oz eq) Sausage Patty (1 oz eq)	Whole Grain Cinnamon Rolls Frosted (1 oz eq)
• **Non-Whole Grain-Rich**					
• **Whole Grain-Rich**	Biscuit	Crust	Waffles	Biscuit	Cinnamon Roll
Fruit: **5 cups weekly** **1 cup daily minimum**	1/2 c Pineapple Chunks 1/2 c Orange Juice	1/2 c Cantaloupe Balls 1/2 c Apple Juice	1 c Apple Slices 1/2 c Orange Juice	1 Banana 1/2 c Orange Juice	1 Orange 1/2 c Apple Juice

No more than one-half of the weekly offering for the fruit component or the vegetable component may be in the form of full-strength juice.

Menu Planning Worksheet _ K-12
WEEK 4 (repeat of week 1) - BREAKFAST

Milk: 5 cups weekly 1 cup daily Two choices required	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk
Grains: **9 ounces equivalent weekly** **1 ounce equivalent daily minimum**	Blueberry Pancake on a Stick (1 oz eq) Turkey Sausage (.5 oz eq)	Granola (1 oz eq) and Yogurt Parfait (1/2 c)	Whole Wheat Buttermilk Biscuit (1 oz eq) Sausage Patty (1 oz eq)	Peanut Butter (2 Tbsp) Banana (½c) Rollup (2 oz tortilla) (1 oz meat alt and 2 oz eq grain)	Whole Wheat Buttermilk Biscuit (1 oz eq) Chicken Patty (1 oz eq)
• **Non-Whole Grain-Rich**					
• **Whole Grain-Rich**	Pancakes	Granola	Biscuit	Tortilla	Biscuit
Fruit: **5 cups weekly** **1 cup daily minimum**	½ c Mixed Berries cup ½ c Apple Juice	½ c Peaches, Bananas ½ c Grape Juice	½ c Apples slices ½ c Orange Juice	¼ c (in Rollup) ½ c Sliced Oranges ½ c Apple Juice	1/2 c Apple slices ½ c Orange Juice

No more than one-half of the weekly offering for the fruit component or the vegetable component may be in the form of full-strength juice.

Menu Planning Worksheet _ K-12
Day 21 - BREAKFAST

Milk: 5 cups weekly 1 cup daily Two choices required	1 c 1% Milk or 1 c Skim Chocolate Milk
Grains: **9 ounces equivalent weekly** **1 ounce equivalent daily minimum**	Whole Wheat Buttermilk Biscuit (1 oz eq) Chicken Patty (1 oz eq)
• **Non-Whole Grain-Rich**	
• **Whole Grain-Rich**	Biscuit
Fruit: **5 cups weekly** **1 cup daily minimum**	1/2 c Pineapple Chunks 1/2 c Orange Juice

No more than one-half of the weekly offering for the fruit component or the vegetable component may be in the form of full-strength juice

Menu Planning Worksheet _ K-8 WEEK 1 _ LUNCH

Component	Monday Cheeseburger/bun Grapes (½c) Collard Greens (½c) French Fries (1/2 c) 1% Milk (1c)	Tuesday Sesame Asian Noodle Chicken Salad (1c) Carrot Sticks (1/2) Pears (1/2c) Green Peas (½c) 1% Milk (1c)	Wednesday Beef & Bean Tamale Pie (½c) Brown Rice (1oz) Cuban Black Beans (1/2c) Cantaloupes and Pineapple (½c) 1% Milk (1c)	Thursday Tasty Chicken Curry Casserole (¾c) Roasted Potatoes with Cumin (½c) Orange Slices (½ c) WG Roll (2 oz) 1% Milk (1c)	Friday Home Style Spaghetti & Beef Sauce (1c) Steamed Broccoli and Cauliflower (1/2c) Peaches (½c) Bean Salad (¼c) String Cheese (1oz) 1% Milk (1c)
Meat/meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Hamburger Patty (2 oz) Cheese Slice (1oz)	Chicken (1 oz)	Beef (1.5 oz)	Chicken (1.25 oz)	Beef Sauce (2 oz) String Cheese (1 oz)
Fruit: 2½ cups weekly ½ cup daily minimum	½ c Grapes	1/2 c Pears	½ c Cantaloupe/Pineapple	½ c Sliced Oranges	½ c Peaches
Vegetable: 3¾ cups weekly ¾ cup daily minimum	1 c	7/8 c	7/8 c	¾ c	7/8 c
• Dark/Green ½ cup weekly	½ c Collard Greens				¼ c Steamed Broccoli
• Red/Orange ¾ cup weekly		1/8 c (in salad) 1/2 Carrots	3/8 c (in Tamale Pie)		
• Beans, Peas (Legumes) ½ cup weekly		1/8 c (in salad)	½ c black beans		¼ c 3 Bean Salad
• Starchy ½ cup weekly	1/2 c French Fries	½ c Green Peas		½ c Roasted Potatoes with Cumin	
• Other ½ cup weekly		1/8 c (in salad)		¼ c (in Casserole)	¼ c Steamed Cauliflower
• Additional Vegetable to reach total 1 cup weekly					3/8 c (in Spaghetti)
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Bun (1 oz eq)	Noodles (1 oz eq)	Tamale Pie (1 oz eq) Brown Rice (1 oz eq)	Brown rice (1 oz eq) WG Roll (2 oz eq)	Spaghetti (1 oz eq)
• Non-Whole Grain-Rich					
• Whole Grain-Rich	Bun and Cornbread	Pasta	Brown Rice Pilaf	Muffins and casserole	Spaghetti
Milk: Two choices required 5 cups weekly 1 cup daily	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk

Menu Planning Worksheet – K-8 WEEK 2 - LUNCH

Component	Monday **Mexicali Taco Boat (¾c) Shredded Cheese (½oz) Spanish Rice (1oz) Sliced Peaches (½c) 1% Milk (1c)**	Tuesday **Pizza with Ground Turkey Topping (3"x8") Carrot Chips (½c) Strawberries (1/2c) 1% Milk (1c)**	Wednesday **BBQ Chicken (2oz) Brown Rice Pilaf (½c) Black Eyed Peas (1/2c) Collard Greens (1/2c) Cantaloupe Cubes (½c) 1% Milk (1c)**	Thursday **Home Style Turkey & Beef Macaroni (1c) Green Peas (¾c) Banana (1) 1% Milk (1c)**	Friday **Chicken Pot Pie (2/3c) Cream Spinach (1/2c) Biscuit (1 oz) Apple (1/2) 1% Milk (1c)**
Meat/meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Taco Boat (2.5 oz) Shredded Cheese (½oz)	Pizza (1.25 oz)	Chicken (2 oz)	Turkey and Beef (2 oz)	Chicken (2 oz)
Fruit: 2½ cups weekly ½ cup daily minimum	½ c Peaches	½ c Strawberries	½ Cantaloupe	1 Banana	½ Apple
Vegetable: 3¾ cups weekly ¾ cup daily minimum	¾ c	¾ c	1 c	1 c	¾ c
▪ Dark/Green ½ cup weekly			1/2 c Collard Greens		1/2 c Creamed Spinach
▪ Red/Orange ¾ cup weekly	¾ c (in Taco Boat)	¼ c (in Pizza) ½ c Carrots			
▪ Beans, Peas (Legumes) ½ cup weekly			1/2c Black Eyed Peas		
▪ Starchy ½ cup weekly				1/2 c Green Peas	1/8 c (in pie)
▪ Other ½ cup weekly				½ c (in Macaroni)	
▪ Additional Vegetable to reach total 1 cup weekly					1/8 c (in pie)
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Spanish Rice (1 oz eq)	Pizza (2 oz eq)	Brown Rice Pilaf (2 oz eq)	Macaroni (1 oz eq)	Pot Pie (1.5 oz WG crust) Whole Grain Biscuit (1 oz)
▪ Non-Whole Grain-Rich					
▪ Whole Grain-Rich	Rice	Pizza crust	Brown Rice	Macaroni	Biscuit and crust
Milk: Two choices required 5 cups weekly 1 cup daily	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk

Menu Planning Worksheet – K-8 WEEK 3 - LUNCH

Component	Monday **Volcanic Meatloaf (½c) Green Beans (1/2) Roll (1oz) Apple (1) 1% Milk (1c)**	Tuesday **BBQ Rib Patty Sandwich Orange Slices 1/2 Cup Baked Beans (½c) Steamed Corn (½c) 1% Milk (1c)**	Wednesday **Chicken and Bean Burrito Bowl (2oz) Vegetable Dippers (1/2 cup) Peaches (1/2c) Tortilla Chips (1 oz) 1% Milk (1c)**	Thursday **Lemon Chicken (2 oz) Roasted Vegetable Medley (1 cup) Strawberries (1/2 c) WG Roll (2 oz) 1% Milk (1c)**	Friday **Pepperoni and Cheese Calzone Curly Fries (1 cup) Apple Slices (1/2c) 1% Milk (1c)**
Meat/meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Meatloaf (2.5 oz)	Rib Patty (2 oz)	Chicken (1/2 oz) Legume as M/MA (1 and ½ oz)	Chicken (2 oz)	Pepperoni (1 oz) Cheese (1 oz)
Fruit: 2½ cups weekly ½ cup daily minimum	1 Apple - medium	1/2 c Oranges	1/2 c Peaches	½ c Strawberries	1/2 c Apple Slices
Vegetable: 3¾ cups weekly ¾ cup daily minimum	7/8 c	1 c	1 c	1 and 1/4 c	1 and 1/8 c
• Dark/Green ½ cup weekly				½ cup Broccoli	
• Red/Orange ¾ cup weekly			3/8 c (in burrito bowl) ¼ c Carrot Sticks (in vegetable dippers)	½ cup Carrots	1/8 c (in Calzone)
• Beans, Peas (Legumes) ½ cup weekly	¼ c black beans (in Meatloaf)	½ Baked Beans			
• Starchy ½ cup weekly		½ c Steamed Corn			1 c (Curly Fries)
• Other ½ cup weekly	1/8 c (in Meatloaf) 1/2 c Green Beans		1/8 c (in burrito bowl) ¼ c Celery Sticks (in vegetable dippers)	¼ cup onion	
• Additional Vegetable to reach total 1 cup weekly					
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Roll (1 oz eq)	Sandwich Bun (2 oz eq)	Burrito Bowl (1 oz eq) Tortilla Chips (1 oz eq)	Roll (2 oz eq)	Pizza (2 oz eq)
• Non-Whole Grain-Rich					
• Whole Grain-Rich	Roll	Bun	Tortilla Chips and Roll	Roll	Calzone crust
Milk: Two choices required 5 cups weekly	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk

Menu Planning Worksheet – K-8 WEEK 4 (repeat of week 1) - LUNCH

Component	Monday Cheeseburger/bun Grapes (½c) Collard Greens (¼c) French Fries (1/2 c) 1% Milk (1c)	Tuesday Sesame Asian Noodle Chicken Salad (1c) Carrot Sticks (1/2) Pears (1/2c) Green Peas (½c) 1% Milk (1c)	Wednesday Beef & Bean Tamale Pie (½c) Brown Rice (1oz) Cuban Black Beans (1/2c) Cantaloupes and Pineapple (½c) 1% Milk (1c)	Thursday Tasty Chicken Curry Casserole (¾c) Roasted Potatoes with Cumin (½c) Orange Slices (½ c) WG Roll (2 oz) 1% Milk (1c)	Friday Home Style Spaghetti & Beef Sauce (1c) Steamed Broccoli and Cauliflower (1/2c) Peaches (½c) Bean Salad (¼c) Italian Bread (1oz) String Cheese (1oz) 1% Milk (1c)
Meat/meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Hamburger Patty (2 oz) Cheese Slice (1oz)	Chicken (1 oz)	Beef (1.5 oz)	Chicken (1.25 oz)	Beef Sauce (2 oz) String Cheese (1 oz)
Fruit: 2½ cups weekly ½ cup daily minimum	½ c Grapes	1/2 c Pears	½ c Cantaloupe/Pineapple	½ c Sliced Oranges	½ c Peaches
Vegetable: 3¾ cups weekly ¾ cup daily minimum	1 c	7/8 c	7/8 c	¾ c	7/8 c
▪ Dark/Green ½ cup weekly	½ c Collard Greens				¼ c Steamed Broccoli
▪ Red/Orange ¾ cup weekly		1/8 c (in salad) 1/2 Carrots	3/8 c (in Tamale Pie)		
▪ Beans, Peas (Legumes) ½ cup weekly		1/8 c (in salad)	½ c black beans		¼ c 3 Bean Salad
▪ Starchy ½ cup weekly	1/2 c French Fries	½ c Green Peas		½ c Roasted Potatoes with Cumin	
▪ Other ½ cup weekly		1/8 c (in salad)		¼ c (in Casserole)	¼ c Steamed Cauliflower
▪ Additional Vegetable to reach total 1 cup weekly					3/8 c (in Spaghetti)
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Bun (1 oz eq)	Noodles (1 oz eq)	Tamale Pie (1 oz eq) Brown Rice (1 oz eq)	Brown rice (1 oz eq) WG Roll (2 oz eq)	Spaghetti (1oz eq)
▪ Non-Whole Grain-Rich					
▪ Whole Grain-Rich	Bun and Cornbread	Pasta	Brown Rice Pilaf	Muffins and casserole	
Milk: Two choices required 5 cups weekly 1 cup daily	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk

Menu Planning Worksheet _ K-8 Day 21 _ LUNCH

Component	Monday **Mexicali Taco Boat (¾c) Shredded Cheese (½oz) Spanish Rice (1oz) Sliced Peaches (½c) 1% Milk (1c)**
Meat/meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Taco Boat (2.5 oz) Shredded Cheese (½oz)
Fruit: 2½ cups weekly ½ cup daily minimum	½ c Peaches
Vegetable: 3¾ cups weekly ¾ cup daily minimum	¾ c
▪ Dark Green ½ cup weekly	
▪ Red/Orange ¾ cup weekly	¾ c (in Taco Boat)
▪ Beans, Peas (Legumes) ½ cup weekly	
▪ Starchy ½ cup weekly	
▪ Other ½ cup weekly	
▪ Additional Vegetable to reach total 1 cup weekly	
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Spanish Rice (1 oz eq)
▪ Non-Whole Grain-Rich	
▪ Whole Grain-Rich	Rice
Milk: Two choices required 5 cups weekly 1 cup daily	1 c 1% Milk or 1 c Skim Chocolate Milk

Menu Planning Worksheet _ 9-12
WEEK 1 - LUNCH

Component	Monday **Crispy Chicken Tacos (x2) Pico De Gallo Salsa (¼c) Pineapple Chunks (1c) Cuman Black Beans (½c) 1% Milk (1c)**	Tuesday **Home Style Turkey & Beef Macaroni (1c) Baby Carrots (½c) Sliced Italian Bread (1oz) Apple (1) 1% Milk (1c)**	Wednesday **Warm and Spicy Vegetable Chili (¾ c) Cornbread (2oz) Green Peas (1/2c) Banana (1) Cheese Cubes (½c) 1% Milk (1c)**	Thursday **Creamy Chicken Alfredo (1c) Collard Greens (1 c) Dinner Roll (1oz) Sliced Peaches (1c) 1% Milk (1c)**	Friday **Volcanic Meatloaf (½c) Green Beans (3/4c) Roll (1oz) Apple (1) 1% Milk (1c) Banana Bread Square (¼c)**
Meat/meat alternate: 10-12 ounce equivalent weekly 2 ounce equivalent daily	Chicken (2 oz)	Turkey and Beef (2 oz)	Chili (1 oz) Cheese Cubes (1 oz)	Chicken (2 oz)	Meatloaf (2.5 oz)
Fruit: 5 cups weekly/1 cup daily	1 c Pineapple Chunks	1 Apple - medium	1 Banana - medium	1 c Peaches	1 Apple - medium
Vegetable: 5 cups weekly 1 cup daily	1 c	1 c	1 and 1/8 c	1 and 1/8 c	1 and 1/8 c
• Dark/Green ½ cup weekly				1 c (in Collard Greens)	
• Red/Orange 1 1/4 cup weekly	1/8 c tomato (in Pico) 1/8 c tomato (in Tacos)	½ c Carrots ½ c (in Macaroni)	¼ c (in Chili)		
• Beans, Peas (Legumes) ½ cup weekly	½ c Black Beans		¼ c kidney beans (in Chili)		¼ c black beans (in Meatloaf)
• Starchy ½ cup weekly			1/2 c Green Peas		
• Other ¾ cup weekly	1/8 c onion (in Tacos) 1/8 c onion (in Pico)		1/8 c (in Chili)	1/8 c (in Alfredo sauce)	1/8 c (in Meatloaf) 3/4 c Green Beans
• Additional Vegetable to reach total 1 ½ cups weekly					
Grains: 10-12 ounce equivalent weekly 2 ounce equivalent daily	Tacos Shells (2 oz)	Macaroni (1 oz) Italian Bread (1 oz)	Cornbread (2 oz eq)	Alfredo (1 ½ oz) Dinner Roll (1 oz)	Roll (1 oz) Banana Bread (1 oz) per recipe
• Non-Whole Grain-Rich					
• Whole Grain-Rich	Tacos	Macaroni and Bread	Cornbread	Dinner Roll and Pasta	Banana Bread and Roll
Milk: 5 cups weekly 1 cup daily	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk

Menu Planning Worksheet _ 9-12
WEEK 2 - LUNCH

Component	Monday	Tuesday	Wednesday	Thursday	Friday
	Beef Stir-Fry (3/4c) Shredded Cheese (½oz) Mixed Fruit (1c) Roasted Carrots (½c) Egg Noodles (2oz) 1% Milk (1c)	**Ground Tukey Lasagna (1.5c) Garlic French Bread (2oz) Grapes (1c) Steamed Cauliflower (½ c) 1% Milk (1c)**	**BBQ Chicken (2oz) Baked Beans (1/2c) Stewed Okra and Tomatoes Peaches (1c) Whole Grain Roll (2oz) 1% Milk (1c)**	**Hawaiian Ham Coconut Rice (1c) Roasted Bell Peppers (½c) Sliced Plums (¾c) Roasted Potatoes (½c) 1% Milk (1c)**	**Pizza with Ground Beef Topping (3"x8") Spinach Salad (w/ oranges and vinaigrette) (1c) Apple Slices (½c) Steamed Corn (½c) 1% Milk (1c)**
Meat/meat alternate: 10-12 ounce equivalent weekly 2 ounce equivalent daily	Beef (2 oz)	Lasagna (2 oz)	Chicken (2 oz)	Ham (2 oz)	Beef (2 oz)
Fruit: 5 cups weekly 1 cup daily	1 c Mixed Fruit (Watermelon and Honeydew slices)	1 c Grapes	1 c Peaches	¼ c (in Hawaiian Ham) ¾ c Plums	½ c Oranges (on salad) ½ c Apple Slices
Vegetable: 5 cups weekly 1 cup daily	1 c	1 and ¼ c	1 c	1 c	1 and ¼ c
• Dark/Green ½ cup weekly	1/4 cup (in Stir Fry)				½ c Spinach
• Red/Orange 1 1/4 cup weekly	½ c Roasted Carrots 1/4 cup (in Stir Fry)	5/8 c (in Lasagna)	1/4 c Tomatoes	½ c Peppers	¼ c (in Pizza)
• Beans, Peas (Legumes) ½ cup weekly			½ c (in Beans)		
• Starchy ½ cup weekly				½ c Roasted Potatoes	½ c Steamed Corn
• Other ¾ cup weekly		1/8 c (Lasagna) ½ c Steamed Cauliflower	¼ Okra		
• Additional Vegetable to reach total 1 ½ cups weekly					
Grains: 10-12 ounce equivalent weekly 2 ounce equivalent daily	Egg Noodles (2 oz eq)	Lasagna (1 oz eq) Whole Grain Bread (oz eq)	Whole Grain Roll (2 oz eq)	Rice (2 oz eq)	Pizza (2 oz eq)
• Non-Whole Grain-Rich					
• Whole Grain-Rich	Roll	Pasta and Bread	Roll	Brown Bread and Rice	Pizza
Milk: 5 cups weekly 1 cup daily	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk

Menu Planning Worksheet _ 9-12
WEEK 3 - LUNCH

Component	Monday **Chicken Patty Sandwich with bun 1 Apple - medium Roasted Carrots (½c) Spring Salad–1 cup 1% Milk (1c)**	Tuesday **BBQ Rib Patty Sandwich Orange Slices–1 Cup Baked Beans–½ cup Steamed Corn (½ c) 1% Milk (1c)**	Wednesday **Chicken and Bean Burrito Bowl (2oz) Vegetable Dippers (1/2 cup) Peaches (1c) Tortilla Chips (1 oz) 1% Milk (1c)**	Thursday **Lemon Chicken (2 oz) Roasted Vegetable Medley (1 cup) Banana (½c) Strawberries (1/2 c) WG Roll (2 oz) 1% Milk (1c)**	Friday **Pepperoni and Cheese Calzone Curly Fries (1 cup) Apple Slices (1c) 1% Milk (1c)**
Meat/meat alternate: 10-12 ounce equivalent weekly 2 ounce equivalent daily	Chicken (2 oz)	Rib Patty (2 oz)	Chicken (1/2 oz) Legume as M/MA (1 and ½ oz)	Chicken (2 oz)	Pepperoni (1 oz) Cheese (1 oz)
Fruit: 5 cups weekly 1 cup daily	1 Apple - medium	1 c Oranges	1 c Peaches	½ c Banana ½ c Strawberries	1 c Apple Slices
Vegetable: 5 cups weekly 1 cup daily	1 and 1/4 c	1 c	1 c	1 and 1/4 c	1 and 1/8 c
• Dark/Green ½ cup weekly	½ cup Romaine Lettuce			½ cup Broccoli	
• Red/Orange 1 1/4 cup weekly	½ c Roasted Carrots 1/4 c Tomato (in salad)		3/8 c (in burrito bowl) ¼ c Carrot Sticks (in vegetable dippers)	½ cup Carrots	1/8 c (in Calzone)
• Beans, Peas (Legumes) ½ cup weekly		½ Baked Beans			
• Starchy ½ cup weekly		½ c Steamed Corn			1 c (Curly Fries)
• Other ¾ cup weekly	¼ c Cucumbers and Onion (in salad)		1/8 c (in burrito bowl) ¼ c Celery Sticks (in vegetable dippers)	¼ cup onion	
• Additional Vegetable to reach total 1 ½ cups weekly					
Grains: 10-12 ounce equivalent weekly 2 ounce equivalent daily	Sandwich Bun (2 oz eq)	Sandwich Bun (2 oz eq)	Burrito Bowl (1 oz eq) Tortilla Chips (1 oz eq)	Roll (2 oz eq)	Calzone Crust (2 oz eq)
• Non-Whole Grain-Rich					
• Whole Grain-Rich	Bun	Bun	Tortilla Chips and Roll	Roll	Calzone
Milk: 5 cups weekly 1 cup daily	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk

Menu Planning Worksheet _ 9-12
WEEK 4 (repeat of week 1) -
LUNCH

Component	Monday **Crispy Chicken Tacos (x2) Pico De Gallo Salsa (¼c) Pineapple Chunks (1c) Cuman Black Beans (½c) 1% Milk (1c)**	Tuesday **Home Style Turkey & Beef Macaroni (1c) Baby Carrots (½c) Sliced Italian Bread (1oz) Apple (1) 1% Milk (1c)**	Wednesday **Warm and Spicy Vegetable Chili (¾ c) Cornbread (2oz) Green Peas (1/2c) Banana (1) Cheese Cubes (½c) 1% Milk (1c)**	Thursday **Creamy Chicken Alfredo (1c) Collard Greens (1 c) Dinner Roll (1oz) Sliced Peaches (1c) 1% Milk (1c)**	Friday **Volcanic Meatloaf (½c) Green Beans (3/4c) Roll (1oz) Apple (1) 1% Milk (1c) Banana Bread Square (¼c)**
Meat/meat alternate: 10-12 ounce equivalent weekly 2 ounce equivalent daily	Chicken (2 oz)	Turkey and Beef (2 oz)	Chili (1 oz) Cheese Cubes (1 oz)	Chicken (2 oz)	Meatloaf (2.5 oz)
Fruit: 5 cups weekly/1 cup daily	1 c Pineapple Chunks	1 Apple - medium	1 Banana - medium	1 c Peaches	1 Apple - medium
Vegetable: 5 cups weekly 1 cup daily	1 c	1 c	1 and 1/8 c	1 and 1/8 c	1 and 1/8 c
• Dark/Green ½ cup weekly				1 c (in Collard Greens)	
• Red/Orange 1 1/4 cup weekly	1/8 c tomato (in Pico) 1/8 c tomato (in Tacos)	½ c Carrots ½ c (in Macaroni)	¼ c (in Chili)		
• Beans, Peas (Legumes) ½ cup weekly	½ c Black Beans		¼ c kidney beans (in Chili)		¼ c black beans (in Meatloaf)
• Starchy ½ cup weekly			1/2 c Green Peas		
• Other ¾ cup weekly	1/8 c onion (in Tacos) 1/8 c onion (in Pico)		1/8 c (in Chili)	1/8 c (in Alfredo sauce)	1/8 c (in Meatloaf) 3/4 c Green Beans
• Additional Vegetable to reach total 1 ½ cups weekly					
Grains: 10-12 ounce equivalent weekly 2 ounce equivalent daily	Tacos Shells (2 oz eq)	Macaroni (1 oz eq) Italian Bread (1 oz eq)	Cornbread (2 oz eq)	Alfredo (1 oz eq) Dinner Roll (1 oz eq)	Roll (1 oz eq) Banana Bread (1 oz) per recipe
• Non-Whole Grain-Rich					
• Whole Grain-Rich	Tacos	Macaroni and Bread	Cornbread	Dinner Roll and Pasta	Banana Bread and Roll
Milk: 5 cups weekly 1 cup daily	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk

Menu Planning Worksheet _ 9-12

Complete 21 days - LUNCH

Component	**Monday** **Beef Stir-Fry (3/4c) Shredded Cheese (½oz) Mixed Fruit (1c) Roasted Carrots (½c) Egg Noodles (2oz)** **1% Milk (1c)**
Meat/meat alternate: 10-12 ounce equivalent weekly 2 ounce equivalent daily	Beef (2 oz)
Fruit: 5 cups weekly 1 cup daily	1 c Mixed Fruit (Watermelon and Honeydew)
Vegetable: 5 cups weekly 1 cup daily	1 c
• Dark/Green ½ cup weekly	1/4 cup (in Stir Fry)
• Red/Orange 1 1/4 cup weekly	½ c Roasted Carrots 1/4 cup (in Stir Fry)
• Beans, Peas (Legumes) ½ cup weekly	
• Starchy ½ cup weekly	
• Other ¾ cup weekly	
• Additional Vegetable to reach total 1 ½ cups weekly	
Grains: 10-12 ounce equivalent weekly 2 ounce equivalent daily	Egg Noodles (2 oz eq)
• Non-Whole Grain-Rich	
• Whole Grain-Rich	Roll
Milk: 5 cups weekly 1 cup daily	1 c 1% Milk or 1 c Skim Chocolate Milk

Exhibit B-2

Meal Choices and Additional Daily Offerings

Site Name	Reimbursable Meal "Entrée" Choices*	Additional Fruit Choices	Additional Vegetable Choices	Salad Bar Offered	Additional Daily Offerings
MASE	**1**	**1**	**1**	**Weekly**	**No**

*The minimum number of Reimbursable Meal "Entrée" Choices is one per the 21-day cycle menu. This column does not denote the number of additional "entrée" choices. For example, two means the one entrée per the 21-day cycle menu and one additional "varied" entrée that may be served as part of the reimbursable meal, for a total of two reimbursable meal entrées from which students may choose. In addition, the varied Reimbursable Meal "Entrée" Choices are generally not the same as the Additional Dailly Offerings.

Exhibit C-1

Implementation Timeline for Final Rule

Nutrition Standards in the National School Lunch and School Breakfast Programs

New Requirements	Implementation (School Year) for NSLP (L) and SBP (B)						
	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2022-23
Fruits Component							
• Offer fruit daily.	L						
• Fruit quantity increase to 5 cups/week (minimum 1 cup/day).			B				
Vegetables Component							
• Offer vegetables subgroups. weekly	L						
Grains Component							
• Half of grains must be whole. grain-	L	B					
• All grains must be whole-grain. rich			L, B				
• Offer weekly grains ranges.	L	B					
Meats/Meat Alternates Component							
• Offer weekly meats/meat alternates ranges (daily min.).	L						
Milk Component							
• Offer only fat-free (unflavored or flavored) and low-fat (unflavored) milk.	L, B						
Dietary Specifications (to be met on average over a week)							
• Calorie ranges	L	B					
• Saturated fat limit (no change)	L, B						
• Sodium Targets: Target 1, Target 2, Final Target			L, B			L, B	L, B
• Zero grams of trans fat per portion	L	B					

• Menu Planning							
• A single Food-Based Menu Plan approach	L	B					
Age/Grade Groups							
• Establish age/grade groups: K ~~5~~, 6~~8~~, 9 ~~12~~.	L	B					
Offer vs. Serve							
• Reimbursable meals must contain a fruit or vegetable. (1/2 cup minimum)	L		B				
Monitoring							
• Three-year admin. review cycle		L, B					
• Conduct weighted nutrient analysis on one week of menus	L	B					

Vegetable Subgroups

Listed below are samples of commonly eaten vegetables found in each of the required vegetable subgroups.

The list is not all-inclusive.

Dark Green Vegetables • Bok choy • Broccoli • Collard greens • Dark green leafy lettuce • Kale • Mesclun • Mustard greens • Romaine lettuce • Spinach • Turnip greens • Watercress	**Beans and Peas*** • Black beans • Black-eyed peas (mature, dry) • Garbanzo beans (chickpeas) • Kidney beans • Lentils • Navy beans • Pinto beans • Soy beans • Split peas • White beans
Starchy Vegetables • Cassava • Corn • Fresh cowpeas, field peas, or black-eyed peas (not dry) • Green bananas • Green peas • Green lima beans • Plantains • Potatoes • Taro • water chestnuts	**Other Vegetables** • Artichokes • Asparagus • Avocado • Bean sprouts • Beets • Brussels sprouts • Cabbage • Cauliflower • Celery • Cucumbers • Eggplant • green beans
Red & Orange Vegetables • Acorn squash • Butternut squash • Carrots • Hubbard squash • Pumpkin • Red peppers • Sweet potatoes • Tomatoes • Tomato juice	**Other Vegetables (continued)** • Green peppers • Iceberg (head) lettuce • Mushrooms • Okra • Onions • Parsnips • Turnips • Wax beans • Zucchini

**For more information on the beans and peas subgroup, refer to http://www.choosemyplate.gov/food-groups/vegetables-beans-peas.html.*

School Lunch and Breakfast

Whole Grain-rich Ounce Equivalency (Oz. Eq.) Requirements for School Meal Programs[1,2]

Group A	Oz. Eq. for Group A
• Bread type coating • Bread sticks (hard) • Chow Mein noodles • Savory crackers (saltines and snack crackers) • Croutons • Pretzels (hard) • Stuffing (dry) Note: weights apply to bread in stuffing.	1 oz. eq. = 22 gm. or 0.8 oz. 3/4 oz. eq. = 17 gm. or 0.6 oz. 1/2 oz. eq. = 11 gm. or 0.4 oz. 1/4 oz. eq. = 6 gm. or 0.2 oz.
Group B	**Oz. Eq. for Group B**
• Bagels • Batter type coating • Biscuits • Breads (sliced whole wheat, French, Italian) • Buns (hamburger and hot dog) • Sweet crackers[4] (graham crackers ~~-a~~ll shapes, animal crackers) • Egg roll skins • English muffins • Pita bread (whole wheat or whole grain-rich) • Pizza crust • Pretzels (soft) • Rolls (whole wheat or whole grain-rich) • Tortillas (whole wheat or whole corn) • Tortilla chips (whole wheat or whole corn) • Taco shells (whole wheat or whole corn)	1 oz. eq. = 28 gm. or 1.0 oz. 3/4 oz. eq. = 21 gm. or 0.75 oz. 1/2 oz. eq. = 14 gm. or 0.5 oz. 1/4 oz. eq. = 7 gm. or 0.25 oz.
Group C	**Oz. Eq. for Group C**
• Cookies[3] (plain ~~-i~~ncludes vanilla wafers) • Cornbread • Corn muffins • Croissants • Pancakes • Pie crust (dessert pies[3], cobbler[3], fruit turnovers[4], and meat/meat alternate pies) • Waffles	1 oz. eq. = 34 gm. or 1.2 oz. 3/4 oz. eq. = 26 gm. or 0.9 oz. 1/2 oz. eq. = 17 gm. or 0.6 oz. 1/4 oz. eq. = 9 gm. or 0.3 oz.

Group D	Oz. Eq. for Group D
• Doughnuts[4] (cake and yeast raised, unfrosted) • Cereal bars, breakfast bars, granola bars[4] (plain) • Muffins (all[4], except corn) • Sweet roll (unfrosted[4]) • Toaster pastry (unfrosted)	1 oz. eq. = 55 gm. or 2.0 oz. 3/4 oz. eq. = 42 gm. or 1.5 oz. 1/2 oz. eq. = 28 gm. or 1.0 oz. 1/4 oz. eq. = 14 gm. or 0.5 oz.
Group E	**Oz. Eq. for Group E**
• Cereal bars, breakfast bars, granola bars[4] (with nuts, dried fruit, and/or chocolate pieces) • Cookies[3] (with nuts[4], raisins, chocolate pieces, and/or fruit purées) • Doughnuts (cake and yeast raised, frosted or glazed) • French toast[4] • Sweet rolls (frosted[4]) • Toaster pastry (frosted)	1 oz. eq. = 69 gm. or 2.4 oz. 3/4 oz. eq. = 52 gm. or 1.8 oz. 1/2 oz. eq. = 35 gm. or 1.2 oz. 1/4 oz. eq. = 18 gm. or 0.6 oz.
Group F	**Oz. Eq. for Group F**
• Cake[3] (plain, unfrosted[4]) • Coffee cake	1 oz. eq. = 82 gm. or 2.9 oz. 3/4 oz. eq. = 62 gm. or 2.2 oz. 1/2 oz. eq. = 41 gm. or 1.5 oz. 1/4 oz. eq. = 21 gm. or 0.7 oz.
Group G	**Oz. Eq. for Group G**
• Brownies[3] (plain) • Cake[3] (all varieties, frosted)	1 oz. eq. = 125 gm. or 4.4 oz. 3/4 oz. eq. = 94 gm. or 3.3 oz. 1/2 oz. eq. = 63 gm. or 2.2 oz. 1/4 oz. eq. = 32 gm. or 1.1 oz.
Group H	**Oz. Eq. for Group H**
• Cereal grains (barley, quinoa, etc.) • Breakfast cereals (cooked)[5, 6] • Bulgur or cracked wheat • Macaroni (all shapes) • Noodles (all varieties) • Pasta (all shapes) • Ravioli (noodle only) • Rice (enriched white or brown)	1 oz. eq. = 1/2 cup cooked or 1 oz. (28 g) dry

Group I	Oz. Eq. for Group I
• Ready-to-eat breakfast cereal (cold, dry) [5, 6]	1 oz. eq. = 1 cup or 1 oz. for flakes and rounds 1 oz. eq. = 1.25 cups or 1 oz. for puffed cereal 1 oz. eq. = 1/4 cup or 1 oz. for granola

[1] The following food quantities from Groups A–G must contain at least 16 grams of whole grain or can be made with 8 grams of whole grain and 8 grams of enriched meal and/or enriched flour to be considered whole grain-rich.

[2] Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

[3] Allowed only as dessert at lunch as specified in §210.10.

[4] Allowed for desserts at lunch as specified in §210.10, and for breakfasts served under the SBP.

[5] Refer to program regulations for the appropriate serving size for supplements served to children aged 1–5 in the NSLP and meals served to children ages 1–5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

[6] Cereals must be whole grain, or whole grain and enriched or fortified cereal.

Exhibit D

"Buy American" Certification

We required that suppliers comply with the "Buy American" provision in all program meals and:

1) certify that the products they are offering are domestic; **or**
2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least (_) days prior to the scheduled delivery date.

Item as specified (include food service management company number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include food service management company number)	Price of specified item	Price of alternative item
	Limited or lack of availability	Price			

In all cases, the school food authority is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

I/We _____certify that all food items on this bid have at least ____percent U.S. content and were processed in the U.S., except for those listed above.

Food service management company Certification

_____ _____

Authorized signature *Date*

Exhibit E

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d etseq.);

ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);

iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 etseq.);

v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);

vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11,2000);

vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);

viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of USDA) civil rights regulations and policies, the USDA, its Agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

Proposer Signature and Date

Exhibit F

USDA
United States Department of Agriculture

School Breakfast Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Meal Components	**Amount of Food[1] per Week (minimum per day)**		
Fruits (cups)[2]	5 (1)	5 (1)	5 (1)
Vegetables (cups)[2]	0	0	0
Dark Green Subgroup	0	0	0
Red/Orange Subgroup	0	0	0
Beans, Peas, and Lentils Subgroup	0	0	0
Starchy Subgroup	0	0	0
Other Vegetables Subgroup	0	0	0
Grains or Meats/Meat Alternates (oz. eq)[3]	7-10 (1)	8-10 (1)	9-10 (1)
Fluid Milk (cups)[4]	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week[5]			
Minimum-Maximum Calories (kcal)	350-500	400-550	450-600
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

[1] Food items included in each group and subgroup and amount equivalents.
[2] Minimum creditable serving is ⅛ cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast as described in paragraphs (c)(2)(i) and (ii) of this section.
[3] Minimum creditable serving is 0.25 oz. eq. School may offer grains, meats/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grain items offered must be enriched.
[4] Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.
[5] By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

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USDA United States Department of Agriculture

National School Lunch Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Meal Components	**Amount of Food[1] per Week**		
	(minimum per day)		
Fruits (cups)[2]	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables (cups)[2]	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark Green Subgroup[3]	½	½	½
Red/Orange Subgroup[3]	¾	¾	1 ¼
Beans, Peas, and Lentils Subgroup[3]	½	½	½
Starchy Subgroup[3]	½	½	½
Other Vegetables Subgroup[3] [4]	½	½	¾
Additional Vegetables from Any Subgroup to Reach Total	1	1	1 ½
Grains (oz. eq.)[5]	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz. eq.)[6]	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups)[7]	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week [8]			
Minimum-Maximum Calories (kcal)	550-650	600-700	750-850
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤1,110 mg	≤1,225 mg	≤1,280 mg
Sodium Limit: Must be implemented by July 1, 2027	≤935 mg	≤1,035 mg	≤1,080 mg

[1] Food items included in each group and subgroup and amount equivalents.
[2] Minimum creditable serving is ⅛ cup. One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.
[3] Larger amounts of these vegetables may be served.
[4]This subgroup consists of "Other vegetables" as defined in paragraph (c) (2)(ii)(E) of this section. For the purposes of the NSLP, the requirement may be met with any

additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in paragraph (c)(2)(ii) of this section.

[5] Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich as defined in§ 210.2 of this chapter, and the remaining grains items offered must be enriched.

[6] Minimum creditable serving is 0.25 oz. eq.

[7] Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.

[8] By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

School Meal Programs Sodium Requirements

School meals offered to each age/grade group must meet, on average over the school week, the sodium limits specified in the following tables within the established deadlines:

School Breakfast Program: Sodium Limits

Age/Grade Group	Sodium Limit: In place through December 31, 2027	Sodium Limit: Must be implemented by July 1, 2027
Grades K-5	≤540 mg	≤485 mg
Grades 6-8	≤600 mg	≤535 mg
Grades 9-12	≤640 mg	≤570 mg

National School Lunch Program: Sodium Limits

Age/Grade Group	Sodium Limit: In place through December 31, 2027	Sodium Limit: Must be implemented by July 1, 2027
Grades K-5	≤1,110 mg	≤935 mg
Grades 6-8	≤1,225 mg	≤1,035 mg
Grades 9-12	≤1,280 mg	≤1,080 mg

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Non-Collusion Affidavit

STATE OF _____)

SS:

COUNTY OF _____)

_____, being first duly sworn, deposes

(NAME)

and says that he/she is _____ for

(POSITION)

_____ the party making the fore-

(COMPANY NAME)

going proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Clark County Board of Elections or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____

AFFIANT

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, _____.

_____

NOTARY PUBLIC

My commission expires _____, _____

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying". This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF	PR/AWARD NUMBER AND / OR PROJECT

PRINTED NAME AND TITLE OF AUTHORIZED

SIGNATURE	DATE

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 c hecks "Sub awardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter LastName, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: a. contract _____b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____b. initial award c. post-award	**3. Report Type:** a. initial filing _____b. material change **For material change only:** Year _____quarter_____ Date of last report_____
4. Name and Address of Reporting Entity: ____Prime _____Sub awardee Tier_____, if Known: **Congressional District,** *if known*:		**5. If Reporting Entity in No. 4 is Sub awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:		**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*		**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*		**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		**Signature:**_____ **Print Name:** _____ **Title:** _____ **Telephone No.:**_____**Date:** _____
Federal Use Only		**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

OMB No. 0505-0027
Expiration Date: 09/30/2025

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.