

Request for Proposal (RFP)/Fixed-Price Contract

Nonprofit School Food Service Management Company

Star Academy

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- 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.

This institution is an equal opportunity provider.

Section 1: Instructions to Bidders

- 1.1. Notice of bid - This solicitation is for the purpose of entering into a contract for the operation of a food service management company (FSMC) for National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program, Seamless Summer Option, and Fresh Fruits and Vegetables Program (FFVP), USDA Foods (DOD) Program, and A la carte. This solicitation is to seek bids for breakfast, lunch, snack, and fresh fruits and vegetables that meet the requirements of the USDA Child Nutrition Program.
- 1.2. Pre-bid meeting -The SFA will host a **Virtual Meeting** on Wednesday, April 21, 2021 at 11:00 a.m. Contact David@staracademycharter.org for virtual meeting details. A floor plan document of the SFA facilities can be emailed to prospective bidders upon request.
- 1.3. Bid submission date - Respondents must submit written proposals in a sealed package labeled "Proposal - Food Service RFP# **15201-2021** addressed to the SFA at Star Academy 3260 James Road Memphis, TN 38128 Attn: David Middleton. The SFA will accept all proposals received on or before 1:00 p.m. on Friday, May 7, 2021. The SFA will not accept proposals that are received after the deadline. The SFA will award proposals on Monday, May 10, 2021 at 9:00 a.m. The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that best meet the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to its governing board at its regularly scheduled meeting.
- 1.4. Questions—Please contact, David Middleton at David@staracademycharter.org. Questions will be answered after the pre-bid meeting via email only by Friday, April 23, 2021 at 12:00pm.
- 1.5. Hereinafter, school food authority (SFA) shall refer to Star Academy.
- 1.6. Hereinafter, food service management company shall refer to the contractor awarded this contract.
- 1.7. 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 to allow issuing of an addendum.
- 1.8. 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.
- 1.9. Insurance Requirements: The food service management company shall carry product casualty and 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.
 - 1.9.1. 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.

- 1.10. The policies must state “all risks,” or “special causes of loss”, or “broadest coverage available in the marketplace” and the dollar value limit.
- 1.11. There must be a 30-day cancellation or non-renewal notice rather than ten. This notice must be directed to the sponsoring organization or agency.
- 1.12. 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.
- 1.13. 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.
- 1.14. The sponsoring organization or agency shall be provided an endorsed/executed copy of the insurance policies that cover the food and supplies.
- 1.15. Timeline:

Advertise bid/send bid to food service management companies (FSMC): Monday, April 5, 2021.

Pre-bid Meeting: Wednesday, April 21, 2021 at 11:00 a.m.

Pre-bid Meeting questions due by: Friday, April 23, 2021 at 12:00 p.m.

Accept bids from food service management company by: Friday, May 7, 2021 at 1:00pm.

Award bid to food service management company: Monday, May 10, 2021.

Section 2: General Conditions

- 2.1 Bids shall be submitted on the forms provided with these specifications. Bids shall be in a sealed envelope properly marked with the title of the bid, date and time of opening, and delivered to 3260 James Road Memphis, TN 38128 on or before 1:00 p.m. on Friday, May 7, 2021. All certifications contained herein must be signed and submitted with the bid. Sealed envelope should also include a soft copy of the bid on a USB drive. Bids will be awarded on Monday, May 10, 2021.
- 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 is 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.
- 2.11 All bids shall remain valid and subject to acceptance for a period of ninety (90) 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 menu(s) in Exhibit B and on 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 David Middleton 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 completely 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 sites as specified on Exhibit A for approximately 180 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. Some amendments to contracts that may be considered material and thus require a re-bid include:
- 3.2.1 Adding other SFAs, or unaffiliated schools (to include new schools to be constructed within the SFA during the contract duration and potential contract renewals) not included in the original solicitation.
- 3.2.2 Adding more Child Nutrition Programs not included in the original solicitation and 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 food service management company shall provide meals for the following meal programs. Select all programs that apply:
- National School Lunch Program
 - School Breakfast Program
 - Afterschool Snack Program
 - Seamless Summer Option
 - Fresh Fruit and Vegetable Program
 - USDA Foods (DOD) Program
 - A la Carte meals

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 authorized to write medical prescriptions include medical doctors, osteopathic physicians, advanced practice nurses, physician's assistants, dentists, podiatrists, optometrists, and veterinarians.
- 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 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 provide its services hereunder at all times 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 full-service kitchen site, for the 2021-2022 school year at the specified locations and times listed in Exhibit A or as designated by the SFA.
- 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 2018-19 school year for the National School Lunch and School Breakfast programs and, if applicable, the Afterschool Snack Program and 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, and/or Summer Meal programs, as applicable.
- 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 all locations 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 execute breakfast and snacks in the classroom, as well as lunch in the cafeteria. The food service 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 all sites 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 non-program 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 non-program foods requirements. The information provided by the FSMC must be sufficient for the SFA to be able to provide specific information about the food service operation and all required products and services they are seeking to procure. 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 operation, 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 **Fresh Fruit and Vegetable Program (FFVP):** Sites participating in FFVP must provide all children in the awarded elementary (K-8) schools with a variety of fresh fruits and vegetables during the school day. These fresh fruits and vegetables must be provided separately from the lunch or breakfast meal, in one or more areas of the school during the official school day. The awarded SFA elementary schools must participate in the NSLP. All elementary schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables. A school application must be submitted annually for consideration to participate in the FFVP.

FFVP costs that may be reimbursed are broken into two (2) categories:

Administrative costs are the documented expenses you have for planning the Program, managing the paperwork, obtaining the equipment you need, and all other aspects of FFVP that are not related to the preparation and service of fruits and vegetables. Administrative costs currently cannot exceed 10% of the total funds.

Operating costs are the primary costs of running the FFVP such as:

1. Buying fruits, vegetables, low fat or non-fat dip for vegetables only.
2. Buying nonfood items like napkins, paper plates, serving bowls and trays, cleaning supplies, and trash bags.
3. Value-added services such as pre-cut produce, ready-made produce trays, and delivery charges.

4. Salaries and fringe benefits for employees who do such tasks as washing and chopping produce, preparing trays, distributing produce to classrooms, setting up kiosks, restocking vending machines, and cleaning up.

The FSMC will be required to document and track FFVP expenses separately. Documentation must clearly outline the allocation of costs charged to the FFVP (i.e., direct labor salaries and benefits, administrative fees, produce costs, etc.)

It is the preference of the USDA that the FFVP portion of this contract be billed under an actual program cost basis even if the other programs are billed under the fixed fee structure. The SFA may also choose to run this program independently from the contract.

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). **Note that products must be both produced and processed in the U.S.**
- 6.3 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 David Middleton at David@staracademycharter.org and a minimum of 7 days in advance of delivery.
- 6.4 The food service management company may substitute commercially purchased foods for all other USDA Foods received. All commercially purchased food substitutes 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 Part 210.21(d).
- 6.5 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.
- 6.6 7 CFR 210.21 (f) Prohibited expenditures. No expenditure may be made from the [nonprofit school food service account](#) for any cost resulting from a [cost reimbursable contract](#) that fails to include the requirements of this section, nor may any expenditure be made from the [nonprofit school food service account](#) that permits or results in the [contractor](#) receiving payments in excess of the [contractor's](#) actual, net allowable costs.
- 6.7 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).
- 6.8 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).
- 6.9 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.
- 6.10 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 SFA shall provide all equipment to prepare, hold and serve the meals for Star Academy campus. The SFA will allow the food service management company to utilize equipment that is onsite. The current equipment is approximately 3 to 4 years old and consist of a gas stove, gas oven, commercial convection oven, commercial

refrigeration cooler, two commercial freezers, and two food prep tables. If the food service management company has a special request for additional equipment not already onsite it must be provided by the food service management company at no cost. Equipment should be in place by July 15, 2021. The food service management company and SFA will perform inventory of equipment and keep a record of items owned either by the SFA or food service management company. The SFA is responsible for maintenance of its own equipment and the food service management company will be responsible for their own equipment maintenance.

- 7.2 The SFA shall make structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.
- 7.3 The food service management company shall provide written notification to the SFA of any equipment belonging to the food service management company within 10 days of its placement on the SFA premises.
- 7.4 The SFA must give prior approval and have final authority for the purchase of equipment used for storage, preparation, or delivery of school meals.
- 7.5 The food service management company shall retain title to all food service management company-owned property and equipment when placed in service.
- 7.6 The food service management company shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all food service management company-owned property and equipment.
- 7.7 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.
- 7.8 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: Meal Pricing

- 9.1 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.
- 9.2 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 sanitary manner, and transportation to and from the SFA.
- 9.3 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.
- 9.4 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.
- 9.5 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 item 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.
- 9.6 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).
- 9.7 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.
- 9.8 The SFA is not obligated to purchase any minimum number or dollar amount of meals under this contract.

Section 10: Revenue

- 10.1 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.

10.2 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 sanitary manner, and transportation to and from the SFA.

10.3 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.

- 10.3.1 Personnel and Labor Relations and Services Visitation;
- 10.3.2 Legal Department Services;
- 10.3.3 Purchasing and Quality Control;
- 10.3.4 Technical Research;
- 10.3.5 Cost incurred in Hiring and Relocating FSMC Management personnel;
- 10.3.6 Dietetic Services (Administrative and Nutritional);
- 10.3.7 Recipe development, modification and the use of Test Kitchens;
- 10.3.8 Accounting and Accounting Procedures;
- 10.3.9 Tax Administration;
- 10.3.10 Technical Supervision;
- 10.3.11 FSMC Regional/Supervisory Personnel and Regular Inspections or Audit Personnel;
- 10.3.12 Teaching and Training Programs;
- 10.3.13 General Regional Support;
- 10.3.14 General National Headquarters Support
- 10.3.15 Design Services;
- 10.3.16 Menu Development;
- 10.3.17 Information Technology and Support;
- 10.3.18 Payroll Documentation and Administrative Cost;
- 10.3.19 Personnel Advice;
- 10.3.20 Any and all travel related to all of the above items;
- 10.3.21 Other as determined by the SFA.

Section 11: Licenses, Certifications, and Taxes

- 11.1 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.
- 11.2 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.
- 11.3 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 12: Record Keeping

- 12.1 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.
- 12.2 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 15.6;
 - 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).
- 12.3 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.

- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 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).
- 12.9 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.
- 12.10 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
- 12.10.1.1
- 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;
- 12.10.1.2
- 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
- 12.10.1.3

The actual donated food values used in crediting.

Section 13: Terms and Termination

- 13.1 This contract is effective for a one-year period commencing July 1, 2021 or upon written acceptance of the contract, whichever occurs last, through June 30, 2022 (the term of the contract), with options to renew yearly, not to exceed four additional years (each a renewal term).
- 13.1.1 Renewal of this contract is contingent upon the fulfillment of all contract provisions relating to USDA Foods.
- 13.2 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 \$250,000). [2 CFR 200.324(b)(5)]
- 13.3 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-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.
- 13.4 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.
- 13.5 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.
- 13.6 Notwithstanding the notice period in paragraph 13.4, 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.
- 13.7 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.
- 13.8 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.
- 13.9 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 à 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 Consumers—Food Away from Home” indicates a decrease.

Section 14: General Contract Terms

- 14.1 No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 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 et seq.);
 - “Certificate Regarding Lobbying” pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018);
 - “Bid-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).
- 14.9 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).

- 14.10 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.
- 14.11 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.
- 14.12 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 service management company's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.
- 14.13 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.
- 14.14 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.

- 14.15 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.
- 14.16 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.
- 14.17 "Cost-plus-a-percentage-of-cost and cost-plus-a-percentage-of-income contracts are prohibited. [2 CFR 200.323(d)]".
- 14.18 Allowable Costs: The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or the contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
- 14.19 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:
- 14.19.1 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.
 - 14.19.2 Affirmative steps must include:
 - 14.19.2.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 14.19.2.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 14.19.2.3 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;
 - 14.19.2.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 14.19.2.5 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
 - 14.19.2.6 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Section 15: 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:

- 15.1 At least half 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."
- 15.2 If applicable, product should be in moisture-proof wrapping and pack-code date should be provided.
- 15.3 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.
- 15.4 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.
- 15.5 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 melt ability; and contain proper moisture and salt content.
- 15.6 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.
- 15.7 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.
- 15.8 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.
- 15.9 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.
- 15.10 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.

- 15.11 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.
- 15.12 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.
- 15.13 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 15.14 All fruit juices must be 100 percent fruit juice.
- 15.15 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.
- 15.16 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.
- 15.17 Nutrition labels or manufacturer specifications must indicate zero grams of trans fat per serving for all foods.
- 15.18 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.
- 15.19 Efforts must be made to lower the levels of saturated fat in all purchased products.
- 15.20 The Food Service Management Company must provide a weekly 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 16: Professional Standards

- 16.1 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/snp-resources/snp-program-requirements/snp-professional-standards.html>.
- 16.2 Professional standards hours must be completed during the school year (July 1–June 30). FSMC should provide copies of professional standards hours monthly, and as needed.

Section 17: USDA Foods

- 17.1 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.

- 17.2 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.
- 17.3 The food service management company shall manage all USDA Foods to ensure they are utilized in the SFA's food service.
- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 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.
- 17.8 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).
- 17.9 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).
- 17.10 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.
- 17.11 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.
- 17.12 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.
- 17.13 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.
- 17.14 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.

- 17.15 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.
- 17.16 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).
- 17.17 The food service management company shall not enter into subcontracts for further processing of USDA Foods.
- 17.18 The food service management company shall be responsible for all delivery, freight/handling, storage, and warehousing costs associated with USDA Foods.
- 17.19 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.
- 17.20 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.
- 17.21 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.
- 17.22 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.
- 17.23 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.
- 17.24 The SFA shall retain title to all USDA Foods provided to the food service management company for use in the SFA's food service.
- 17.25 The bid rate per meal must be calculated as if no USDA Foods were available.
- 17.26 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:

- 17.26.1 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.
- 17.26.2 Verification – Usage of USDA Foods: Renewals of the Base Contract is contingent upon adequate usage of USDA Foods.

Bidder Responsibility and Bid Responsiveness Criteria

Weight		FSMC Score	Criteria
40	Points		Cost - FSMC with the lowest price receives 40 points.
10	Points		Service Capability Plan – (The FSMC with the most defined service capabilities and performance standards receives 10 points. Each additional FSMC will receive a set score related to the judgment of the plan as poor, fair, good, or exceptional.)
10	Points		Staff members experience in working with the Child Nutrition Program (FSMC with the most years of experience receives 10 points. Each FSMC will receive 1 point for each year of experience with a maximum of 10.)
10	Points		Financial Conditions/Stability, Business Practices – (The FSMC which demonstrates the strongest combination of credit, liquidity, balance sheets, debt burden, primary reserve ratio, and extensive financial management experience receives 10 points. Each additional FSMC will receive a set score related to the judgment of their financial picture as poor, fair, good, or exceptional.)
10	Points		Accounting and Reporting Systems - (FSMC needs to provide examples of their records keeping and meal capture process. The FSMC will receive a 10 that demonstrates inventory groupings capabilities, maintenance of accurate records, show books of original entry and final entry, submit final operations reports, and subdivide revenue and expense accounts, and maintain strong budgetary controls. Each additional FSMC will receive a set score related to the judgment of their financial picture as poor, fair, good, or exceptional.)
10	Points		Promotion of the Child Nutrition Program (FSMCs should be very specific as to their plans for promoting the Child Nutrition Programs. The SFA will rate the FSMC with a top score of 10 based on their specific plan which must include surveys, partner with summer camps, and the number of students fed. Each additional FSMC will receive a set score related to the judgment of their financial picture as poor, fair, good, or exceptional.)
10	Points		Both employees of Star Academy and of the food service management company must comply with the Professional Standards requirements published in the Federal Register in March 2015. Included in the proposal should be a training schedule that complies with regulations that will be reviewed on a monthly basis. (Each FSMC is capable of receiving a top score of 10 if the required training schedule is included in the plan. A FSMC will receive a set score related to the judgment of their compliance with regulations as poor, fair, good, or exceptional.)
100	Points		Total Points

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
Star Academy 3260 James Rd. Memphis, TN 38128	David Middleton	313	180 Historical Avg.	80% Historical Avg.	180 Historical Avg.	100% Historical Avg.

Food-based Meal Pattern 21-day Cycle Menu

Menu Planning Worksheet - K-12 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 (1/2c) 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	1/2 c Mixed Berries cup 1/2 c Apple Juice	1/2 c Peaches, Bananas 1/2 c Grape Juice	1/2 c Apples slices 1/2 c Orange Juice	1/4 c (in Rollup) 1/2 c Sliced Oranges 1/2 c Apple Juice	1/2 c Apple slices 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
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)
<ul style="list-style-type: none"> • Non-Whole Grain-Rich 	
<ul style="list-style-type: none"> • 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	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
	Cheeseburger/bun Grapes (½c) Collard Greens (½c) French Fries (1/2 c) 1% Milk (1c)	Sesame Asian Noodle Chicken Salad (1c) Carrot Sticks (1/2) Pears (1/2c) Green Peas (½c) 1% Milk (1c)	Beef & Bean Tamale Pie (½c) Brown Rice (1oz) Cuban Black Beans (1/2c) Cantaloupes and Pineapple (½c) 1% Milk (1c)	Tasty Chicken Curry Casserole (¾c) Roasted Potatoes with Cumin (½c) Orange Slices (½ c) WG Roll (2 oz.) 1% Milk (1c)	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
<ul style="list-style-type: none"> • Dark/Green ½ cup weekly 	½ c Collard Greens				¼ c Steamed Broccoli
<ul style="list-style-type: none"> • Red/Orange ¾ cup weekly 		1/8 c (in salad) 1/2 Carrots	3/8 c (in Tamale Pie)		
<ul style="list-style-type: none"> • Beans, Peas (Legumes) ½ cup weekly 		1/8 c (in salad)	½ c black beans		¼ c 3 Bean Salad
<ul style="list-style-type: none"> • Starchy ½ cup weekly 	1/2 c French Fries	½ c Green Peas		½ c Roasted Potatoes with Cumin	
<ul style="list-style-type: none"> • Other ½ cup weekly 		1/8 c (in salad)		¼ c (in Casserole)	¼ c Steamed Cauliflower
<ul style="list-style-type: none"> • 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)
<ul style="list-style-type: none"> • Non-Whole Grain-Rich 					
<ul style="list-style-type: none"> • 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
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Menu Planning Worksheet – K-8
WEEK 2 - LUNCH

Component	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
	Mexicali Taco Boat (¾c) Shredded Cheese (½oz) Spanish Rice (1oz) Sliced Peaches (½c) 1% Milk (1c)	Pizza with Ground Turkey Topping (3"x8") Carrot Chips (½c) Strawberries (1/2c) 1% Milk (1c)	BBQ Chicken (2oz) Brown Rice Pilaf (½c) Black Eyed Peas (1/2c) Collard Greens (1/2c) Cantaloupe Cubes (½c) 1% Milk (1c)	Home Style Turkey & Beef Macaroni (1c) Green Peas (¾c) Banana (1) 1% Milk (1c)	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 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

1 cup daily					

Menu Planning Worksheet – K-8
WEEK 3 - LUNCH

Component	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
	Volcanic Meatloaf (½c) Green Beans (1/2) Roll (1oz) Apple (1) 1% Milk (1c)	BBQ Rib Patty Sandwich Orange Slices – 1/2 Cup Baked Beans (½c) Steamed Corn (½c) 1% Milk (1c)	Chicken and Bean Burrito Bowl (2oz) Vegetable Dippers (1/2 cup) Peaches (1/2c) Tortilla Chips (1 oz.) 1% Milk (1c)	Lemon Chicken (2 oz.) Roasted Vegetable Medley (1 cup) Strawberries (1/2 c) WG Roll (2 oz.) 1% Milk (1c)	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	Tuesday	Wednesday	Thursday	Friday
	Cheeseburger/bun Grapes (½c) Collard Greens (½c) French Fries (1/2 c) 1% Milk (1c)	Sesame Asian Noodle Chicken Salad (1c) Carrot Sticks (1/2) Pears (1/2c) Green Peas (½c) 1% Milk (1c)	Beef & Bean Tamale Pie (½c) Brown Rice (1oz) Cuban Black Beans (1/2c) Cantaloupes and Pineapple (½c) 1% Milk (1c)	Tasty Chicken Curry Casserole (¾c) Roasted Potatoes with Cumin (½c) Orange Slices (½ c) WG Roll (2 oz.) 1% Milk (1c)	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					

<ul style="list-style-type: none"> 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	<u>Monday</u>
	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
<ul style="list-style-type: none"> Dark/Green ½ cup weekly 	
<ul style="list-style-type: none"> Red/Orange ¾ cup weekly 	¾ c (in Taco Boat)
<ul style="list-style-type: none"> Beans, Peas (Legumes) ½ cup weekly 	
<ul style="list-style-type: none"> Starchy ½ cup weekly 	
<ul style="list-style-type: none"> Other ½ cup weekly 	
<ul style="list-style-type: none"> 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)
<ul style="list-style-type: none"> 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

Meal Pattern for Afterschool Snacks

Select two of the four components for a reimbursable meal			
Meal Components ¹		Children Ages 3 - 5	Children Ages 6 - 12 ¹
Milk	Fluid Milk	4 fl oz. (1/2 cup)	8 fl oz. (1/2 cup)
Vegetables or Fruit ^{2,9}	Juice ^{2,9} , fruit, and/or vegetable	½ cup	¾ cup
Grains (select one)	Bread	½ slice	1 slice
	Cornbread/biscuit/roll/muffin	½ serving	½ serving
	Cold dry cereal ⁴	1/3 cup or ½ oz.	¾ cup or 1 oz.
	Cooked cereal grains	¼ cup	½ cup
	Pasta/noodles	¼ cup	½ cup
Meats/Meat Alternatives ^{5,6,7} (select one)	Meat/poultry/fish ⁵	½ oz.	1 oz.
	Alternate protein products ⁶	½ oz.	1 oz.
	Cheese	½ oz.	1 oz.
	Egg (large)	½ large egg	½ large egg
	Cooked dry beans/peas	1/8 cup	¼ cup
	Peanut/other nut/seed butters	1 Tbsp.	2 Tbsp.
	Nuts and/or seeds ⁷	½ oz ⁷	1 oz.
	Yogurt ⁸	2 oz. (1/4 cup)	4 oz. (1/2 cup)

1. Children age 12 and older may be served larger portions based on their greater food needs. They may not be served less than the minimum quantities listed in this column.
2. Full-strength vegetable or fruit juice may count towards the entire vegetables or fruit component.
3. Grains/Breads must be whole grain or enriched or made from whole grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole grain, enriched, or fortified.
4. Either volume (cup) or weight (oz.), whichever is less.
5. A serving consists of the edible portion of cooked lean meat or poultry or fish.
6. Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.
7. Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.
8. Yogurt may be plain or flavored, unsweetened or sweetened – commercially prepared.
9. Juice may not be served at snack when milk is served as the only other component.

Meal Choices and Additional Daily Offerings

Site Name	Reimbursable Meal "Entrée" Choices*	Additional Fruit Choices	Additional Vegetable Choices	Salad Bar Offered	Additional Daily Offerings
STAR	1	1	1	Weekly	N/A

*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 Daily Offerings.

Nutrition Standards in the National School Lunch and School Breakfast Programs

	Breakfast Meal Pattern			Lunch Meal Pattern		
	<i>Grades K–5^a</i>	<i>Grades 6–8^a</i>	<i>Grades 9–12^a</i>	<i>Grades K–5</i>	<i>Grades 6–8</i>	<i>Grades 9–12</i>
Meal Pattern	Amount of Food ^b Per Week (Minimum Per Day)					
Fruits (cups) ^{c, d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{c, d}	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy	0	0	0	½	½	½
Other ^{f, g}	0	0	0	½	½	¾
Additional Veg. to Reach Total ^h	0	0	0	1	1	1½
Grains (oz. eq.) ^l	7–10 (1) ^j	8–10 (1) ^j	9–10 (1) ^j	8–9 (1)	8–10 (1)	10–12 (2)
Meats/Meat Alternates (oz. eq.)	0 ^k	0 ^k	0 ^k	8–10 (1)	9–10 (1)	10–12 (2)
Fluid Milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a Five-day Week						

Min-Max Calories (kcal) ^{m,n,o}	350–500	400–550	450–600	550–650	600–700	750–850
Saturated Fat (percentage of total calories) ^{n,o}	<10	<10	<10	<10	<10	<10
Sodium (mg.) ^{n,p}	≤430	≤470	≤500	≤640	≤710	≤740
Trans Fat ^{n,o}	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

Exhibit C-1 (Cont'd.)

^a In the SBP, the above age-grade groups are required beginning July 1, 2013 (school year 2013-14). In school year 2012-13 only, schools may continue to use the meal pattern for grades K–12 (see § 220.23).

^b Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is $\frac{1}{8}$ cup.

^c One quarter-cup of dried fruit counts as $\frac{1}{2}$ cup of fruit; one cup of leafy greens counts as $\frac{1}{2}$ 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.

^d For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes), or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).

^e The fruit quantity requirement for the SBP (five cups/week and a minimum of one cup/day) is effective July 1, 2014 (school year 2014-15).

^f Larger amounts of these vegetables may be served.

^g This category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^h Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

ⁱ At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (school year 2012-13), and in the SBP beginning July 1, 2013 (school year 2013-14). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (school year 2014-15).

^j In the SBP, the grain ranges must be offered beginning July 1, 2013 (school year 2013-14).

^k There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (school year 2013-14), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^l Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

^m The average daily amount of calories for a five-day school week must be within the range (at least the minimum and no more than the maximum values).

ⁿ Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

^o In the SBP, calories and trans-fat specifications take effect beginning July 1, 2013 (school year 2013-14).

^p Final sodium specifications are to be reached by school year 2022-23 or July 1, 2022. Intermediate sodium specifications are established for school year 2014-15 and 2017-18. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfasts.

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.

<p>Dark Green Vegetables</p> <ul style="list-style-type: none"> • Bok choy • Broccoli • Collard greens • Dark green leafy lettuce • Kale • Mesclun • Mustard greens • Romaine lettuce • Spinach • Turnip greens • Watercress 	<p>Beans and Peas*</p> <ul style="list-style-type: none"> • Black beans • Black-eyed peas (mature, dry) • Garbanzo beans (chickpeas) • Kidney beans • Lentils • Navy beans • Pinto beans • Soy beans • Split peas • White beans
<p>Starchy Vegetables</p> <ul style="list-style-type: none"> • Cassava • Corn • Fresh cowpeas, field peas, or black-eyed peas (not dry) • Green bananas • Green peas • Green lima beans • Plantains • Potatoes • Taro • water chestnuts 	<p>Other Vegetables</p> <ul style="list-style-type: none"> • Artichokes • Asparagus • Avocado • Bean sprouts • Beets • Brussels sprouts • Cabbage • Cauliflower • Celery • Cucumbers • Eggplant • green beans
<p>Red & Orange Vegetables</p> <ul style="list-style-type: none"> • Acorn squash • Butternut squash • Carrots • Hubbard squash • Pumpkin • Red peppers • Sweet potatoes • Tomatoes • Tomato juice 	<p>Other Vegetables (continued)</p> <ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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. 	<p>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.</p>
Group B	Oz. Eq. for Group B
<ul style="list-style-type: none"> • Bagels • Batter type coating • Biscuits • Breads (sliced whole wheat, French, Italian) • Buns (hamburger and hot dog) • Sweet crackers⁴ (graham crackers—all 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) 	<p>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.</p>
Group C	Oz. Eq. for Group C
<ul style="list-style-type: none"> • Cookies³ (plain—includes vanilla wafers) • Cornbread • Corn muffins • Croissants • Pancakes • Pie crust (dessert pies³, cobbler³, fruit turnovers⁴, and meat/meat alternate pies) • Waffles 	<p>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.</p>

Exhibit C-4 (Cont'd.)

Group D	Oz. Eq. for Group D
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<ul style="list-style-type: none"> • Doughnuts⁴ (cake and yeast raised, unfrosted) • Cereal bars, breakfast bars, granola bars⁴ (plain) • Muffins (all, except corn) • Sweet roll⁴ (unfrosted) • Toaster pastry⁴ (unfrosted) 	<p>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.</p>
Group E	Oz. Eq. for Group E
<ul style="list-style-type: none"> • Cereal bars, breakfast bars, granola bars⁴ (with nuts, dried fruit, and/or chocolate pieces) • Cookies³ (with nuts, raisins, chocolate pieces, and/or fruit purées) • Doughnuts⁴ (cake and yeast raised, frosted or glazed) • French toast • Sweet rolls⁴ (frosted) • Toaster pastry⁴ (frosted) 	<p>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.</p>
Group F	Oz. Eq. for Group F
<ul style="list-style-type: none"> • Cake³ (plain, unfrosted) • Coffee cake⁴ 	<p>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.</p>
Group G	Oz. Eq. for Group G
<ul style="list-style-type: none"> • Brownies³ (plain) • Cake³ (all varieties, frosted) 	<p>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.</p>
Group H	Oz. Eq. for Group H
<ul style="list-style-type: none"> • 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) 	<p>1 oz. eq. = 1/2 cup cooked or 1 oz. (28 g) dry</p>

Exhibit C-4 (Cont'd.)

Group I	Oz. Eq. for Group I
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<ul style="list-style-type: none"> Ready-to-eat breakfast cereal (cold, dry) ^{5,6} 	<p>1 oz. eq. = 1 cup or 1 oz. for flakes and rounds</p> <p>1 oz. eq. = 1.25 cups or 1 oz. for puffed cereal</p> <p>1 oz. eq. = 1/4 cup or 1 oz. for granola</p>
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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.

“Buy American” Certification

We require 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*

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

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or 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



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 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 C.F.R. §§ 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, 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(S)	DATE