



REQUEST FOR PROPOSAL

FOOD SERVICE MANAGEMENT COMPANY FIXED PRICE CONTRACT

During the solicitation process, Respondents are not permitted to contact Memphis-Shelby County Schools Board Members and staff regarding the posted solicitation. Failure to adhere to this requirement may subject the respondent to immediate disqualification.

NAME OF FIRM

PHONE #

FAX #

ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

AUTHORIZED REPRESENTATIVE NAME

Section 1: Instructions to Bidders

1.1 Notice of Request for Proposals – Seeking proposals for providing food service management services for Memphis-Shelby County Schools participation in the United States Department of Agriculture’s School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the Fixed -Fee contract (Contract) between the offeror and the school food authority.

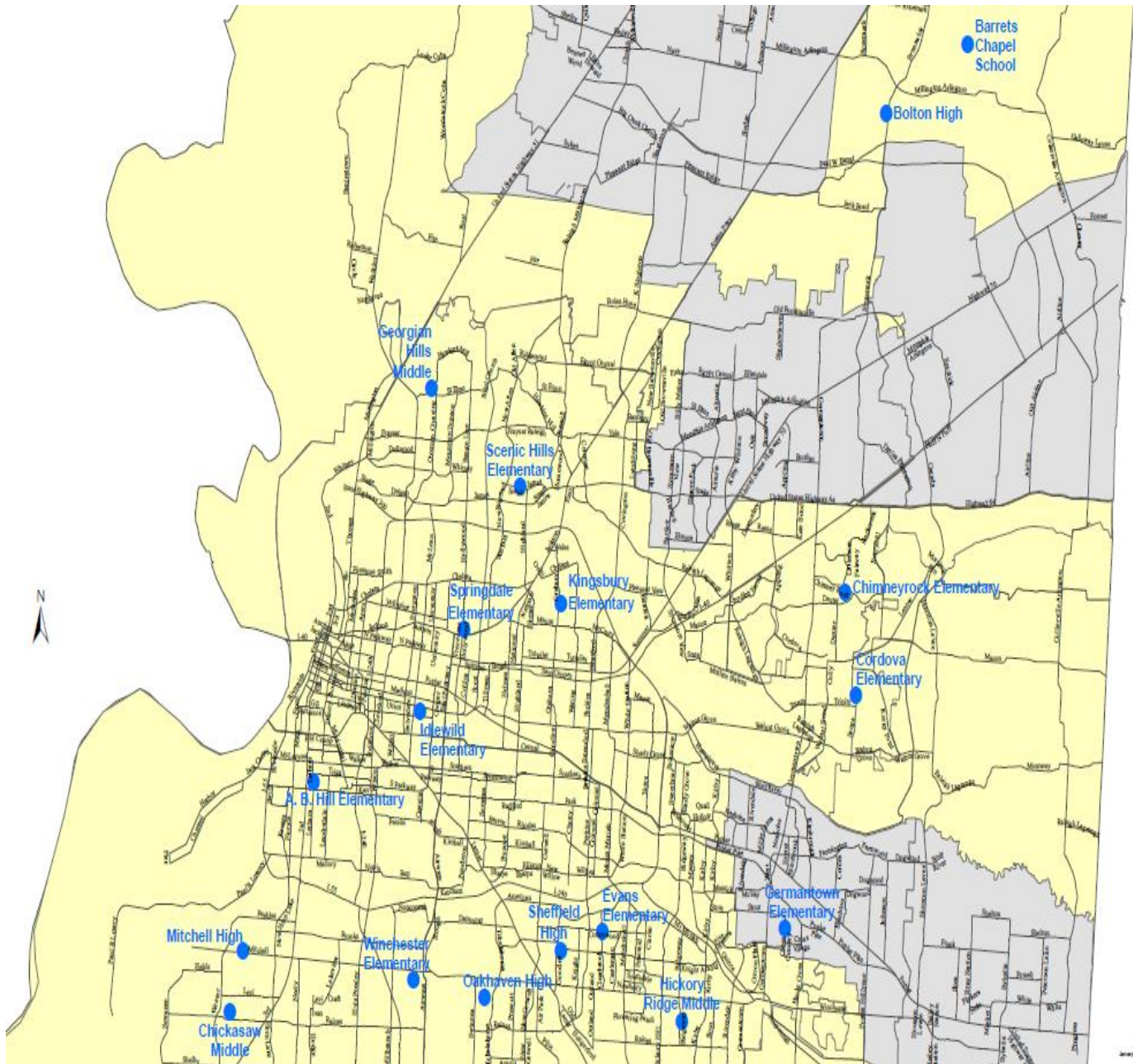
1.2 Pre-proposal meeting/facility tour is scheduled for this project and the respondents are required to sign-in at the Central Nutrition Center at the stated date/time and locations listed below
Attendance is mandatory.

- Central Nutrition Center, 3176 Jackson Avenue Memphis, TN 38112 on March 4, 2024, at 8:30 am CST.
 - Georgian Hills Middle, 3925 Denver Rd. Memphis, TN 38127
 - Chimneyrock Elementary, 8601 Chimneyrock Blvd. Cordova, TN 38016
 - Bolton High, 7323 Brunswick Rd. Memphis, TN 38002
- Central Nutrition Center, 3176 Jackson Avenue Memphis, TN 38112 on March 5, 2024, at 8:30 am CST.
 - A.B. Hill Elementary, 345 E Olive Ave. Memphis, TN 38106
 - Chickasaw Middle, 4060 Westmont Memphis, TN 38109
 - Oakhaven High, 3125 Ladbrook Rd. Memphis, TN 38118

1.3 The list of all schools to be serviced.

1. A B Hill Elementary, 345 E Olive Ave. Memphis, TN 38106, 901-416-6967
2. Idlewild Elementary, 1950 Linden Ave. Memphis, TN 38104, 901-416-9053
3. Kingsbury Elementary, 4055 Bayliss Memphis, TN 38108, 901-416-8255
4. Springdale Elementary, 800 N. Hollywood St. Memphis, TN 38108, 901-416-4975
5. Scenic Hills Elementary, 3450 Scenic Hwy. Memphis, TN 38128, 901-416-0747
6. Georgian Hills Middle, 3925 Denver Rd. Memphis, TN 38127, 901-416-0850
7. Germantown Elementary, 2730 Cross Country Dr. Germantown, TN 38138, 901-416-0945
8. Hickory Ridge Middle, 3920 Ridgeway Rd. Memphis, TN 38115, 901-416-8384
9. Chimneyrock Elementary, 8601 Chimneyrock Blvd. Cordova, TN 38016, 901-416-9974
10. Cordova Elementary, 750 N. Sanga Rd. Cordova, TN 38018, 901-416-1708
11. Mitchell High, 658 W. Mitchell Rd. Memphis, TN 38109, 901-416-8615
12. Chickasaw Middle, 4060 Westmont Memphis, TN 38109, 901-416-6564
13. Winchester Elementary, 3587 Boeingshire Dr. Memphis, TN 38116, 901-416-3163
14. Oakhaven High, 3125 Ladbrook Rd. Memphis, TN 38118, 901-416-9763
15. Barrett's Chapel , 10280 Godwin Rd. Memphis, TN 38002, 901-416-0323
16. Bolton High, 7323 Brunswick Rd. Memphis, TN 38002, 901-416-2121
17. Evans Elementary, 4949 Cottonwood Memphis, TN 38118, 901-416-8483
18. Sheffield High, 4315 Sheffield Ave. Memphis, TN 38118, 901-416-9714

1.4 Area map of the school sites.



1.5 Bid submission date (see 2.2).

1.6 No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to **A'Ishah Williams at williamsa38@scsk12.org**. (see 1.11). To be given consideration, the questions must be received NO LATER THAN **March 11, 2024 @ 11:00 a.m. CST**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on SCBE website www.scsk12.org/procurement/bids. Please do not submit questions in PDF format.

- 1.7 Hereinafter, school food authority (SFA) shall refer to Memphis-Shelby County Schools.
- 1.8 Hereinafter, Food Service Management Company (FSMC) shall refer to the contractor awarded this contract.
- 1.9 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 respondents. 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 attention: A'Ishah Williams, signed by an individual authorized to legally bind the respondent, and included in the respondent's proposal 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 seven working days of proposal due date/time. Should the SFA determine that clarification of the specifications/instructions is necessary within seven working days of the proposal due date/time, the due date/time of proposals will be delayed to allow issuing of an addendum.
- 1.10 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 proposals to reflect such legislative changes.
- 1.11 RFP Timeline:
- **February 20th, 2024, RFP Post**
 - **March 4th & 5th, 2024, 8:30 am Mandatory Pre-Proposal Meeting/Facility Tour**
 - **March 11th, 2024, 11:00 am Questions Due**
 - **March 14th, 2024, Q & A Post on Website**
 - **March 25th, 2024, proposals due by 11:00 am CST**
 - **April 1st - 5th, 2024, tentatively dates for vendor presentation/taste testing**
 - **July 1st, 2024, awarded vendor begin services**

Section 2: General Conditions

- 2.1 The successful proposer shall provide the SFA with a performance bond in the amount of 20% of the contract price. The bond shall be executed by the FSMC and a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually. The performance bond shall be furnished not later than ten days following award of the contract, but in all cases prior to commencement of performance. The term of the bond shall be one year, and it may be extended by a Continuation Certificate.
- 2.2 Proposals shall be submitted on the forms provided with these specifications and saved on a USB. Proposals (10 copies and 1 USB) shall be in a sealed envelope properly marked with the title of the RFP, the due date and time, and delivered to **3176 Jackson Avenue Memphis, TN 38112 on or before March 25th 11:00 am CST**, where they will be opened and reviewed. All certifications contained herein must be signed and submitted with the proposal. The intent to award notification shall be communicated by email to all respondents.
- 2.3 Proposal 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 proposals.
- 2.4 The SFA reserves the right to reject any or all proposals when there are sound documented reasons to do so, or if the FSMC does not submit all required proposal documents.
- 2.5 The SFA will not give any relief for errors or omissions to this document.
- 2.6 The SFA will not allow deviations or exceptions from the specifications and conditions of this document.
- 2.7 Only complete proposals responsive to this invitation are eligible for consideration. The submission of the proposals indicates that the respondent is informed of the specifications and conditions required for consideration.
- 2.8 The SFA will not allow any changes to the proposal after submission.
- 2.9 Once opened, no proposal modification will be allowed without written approval from the SFA.
- 2.10 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 RFP. All officers, employees, and agents of the SFA shall abide by the applicable standards of conduct regarding procurement which policy is incorporated here by reference.
- 2.11 The SFA reserves the right to investigate each respondent's ability to fulfill the terms of this RFP.

- 2.12 All proposals 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 most responsive, responsible respondent as determined by the SFA, based on the criteria and specifications outlined in the RFP and further set forth in the contract.
- 2.13 The meal rates bid must be calculated based on the menu(s) in Exhibit C and on the projected annual units provided on the "Bid Summary" form (Exhibit A), 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.
- 2.14 If a prospective FSMC does not agree with the proposal award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing in email to A'Ishah Williams at williamsa38@scsk12.org and Gwendolyn Johnson at johnsongs@scsk12.org no later than five days after the published intent to award notification. 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.
- 2.15 No proposal 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.
- 2.16 All completed bids and supporting documentation submitted shall be the property of the SFA.
- 2.17 Until such time as a contract is awarded, no bidder, prospective or otherwise, shall be provided access to any supporting proposal 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.

- 2.19 All positive efforts will be made by the SFA to involve minority and small businesses in accordance with 2 CFR Part 200.321(b)(1) through (6).

Section 3: Scope

- 3.1 During the term of this Contract, FSMC shall operate SFA's Food Service Program in conformance with SFA's agreement with the Tennessee Department of Child Nutrition.
- 3.2 The FSMC shall provide the type of food service at sites as specified on Exhibit A for up to 190 days during each term if the contract.
- 3.3 The SFA may, at any time during the term of the contract, add or remove sites and/or sites and/or meal periods to Exhibit A for programs covered by this contract, unless the addition or removal of sites and/or meal periods creates a material or substantive contract change. The distinction between a minor change and a Material Change cannot be quantified for every action undertaken in the Child Nutrition Program(s). However, at a minimum, a change is deemed material when had the term changes been included in the solicitation and original Contract, the district determines Offeror may have responded differently to the RFP and if it exceeds the allowed Simplified Acquisition Threshold applicable to the districts operations or changes the scope of the original Contract.
- 3.4 The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the SFA in any fashion.
- 3.5 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.
- 3.6 The FSMC shall provide meals for the following reimbursable meal programs. Select all programs that apply:
- National School Lunch Program
 - School Breakfast Program
 - Child and Adult Care Foods Program (CACFP)
 - FFVP
- 3.7 The food Service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- 3.8 The SFA/Sponsor and the FSMC 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).

- 3.9 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.
- 3.10 The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- 3.11 The FSMC's operation of SFA's Food Service Program shall include the performance by the FSMC of all the Services described in this Contract, for the benefit of SFA's students, faculty, and staff.

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 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
- 4.3 The SFA must authorize any deviations from the approved menu cycle and adhere to the procurement standards specified in 7 CFR 210.21.
- 4.4 The SFA may request menu changes periodically throughout the term of the contract and shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.
- 4.5 The SFA shall ensure all USDA Foods received for use by the SFA and made available to the FSMC 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.
- 4.6 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.
- 4.7 The SFA shall be responsible for receiving medical statements and requests regarding students' disabilities/special dietary needs and shall ensure the FSMC 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.

- 4.8 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 FSMC; and monitors implementation of those adjustments.
- 4.9 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.) For information for Guidance for School Food Authorities, please see the link:

<https://www.fns.usda.gov/cn/updated-guidance-contracting-food-service-management>
- 4.10 The SFA must apply and provide the FSMC training on 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.
- 4.11 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."
- 4.12 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).
- 4.13 SFAs may request of the FSMC additional food programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such is not prohibited by state or federal program regulations.
- 4.14 The SFA shall ensure that the food service operation is in conformance with the school food authority's agreement under the Program;
- 4.15 The SFA shall monitor the food service operation through periodic on-site visits;
- 4.16 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;

- 4.17 The SFA shall retain signature authority on the State agency-school food authority agreement, free and reduced-price policy statement and claims;
- 4.18 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;
- 4.19 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.
- 4.20 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.
- 4.21 The SFA will provide the FSMC with training on our POS software during the first month of the contract term.

Section 5: FSMC Responsibilities

- 5.1 The FSMC shall always provide its services hereunder in accordance with generally accepted standards of care and best practices in the industry.
- 5.2 The FSMC shall prepare meals on-site for the 2024-2025 school year at the specified locations and times listed in Exhibit A-3 or as designated by the SFA.
- 5.3 The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA in Exhibit C 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 and School Breakfast for the age/grade groups of school children and as listed in Exhibit D.
All nutrition standards requirements indicated by the USDA for implementation through the 2024-2025 school year for the National School Lunch and School Breakfast programs.
 - Offer vs Serve must be implemented to include 1 vegetarian entrée choice daily for lunch.

- 5.4 The serving sizes provided by the SFA on the 21-day cycle menu(s) in Exhibit C are, in most cases, based on the required minimum serving sizes stated in Exhibit D. 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 D, the FSMC 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 FSMC 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 and School Breakfast.
- 5.6 FSMC shall cooperate with the SFA in the utilization of an Advisory Board composed of students, parents, teachers, other school personnel, and a FSMC representative to assist in planning meals and promoting participation. The FSMC shall meet with the Advisory Board at least each semester and will document the proceedings and outcomes of the meetings.
- 5.7 The FSMC 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 FSMC 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 FSMC shall be responsible for the quality and wholesomeness of meals.
- 5.9 The FSMC shall support the SFA staff with ensuring compliance with meal counting and reimbursement practices. 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)
- 5.10 All non-management food service employees shall be employees of the FSMC.
- 5.11 If food service staff are employees of the FSMC, the FSMC shall have the responsibility of hiring, training, supervising, and disciplining employees. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the SFA in any fashion.
- 5.12 All FSMC personnel will be subject to rules and regulations of the SFA while on the SFA's premises.
- 5.13 The FSMC further agrees that the SFA shall have the right by written order to require removal from the FSMC operation serving the SFA any person(s) who in the opinion of the SFA is not of the appropriate personality, character, temperament, or qualification.

- 5.14 FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such requirement is not in violation of any federal, state, or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.
- 5.15 The FSMC shall provide Worker's Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees, including a waiver of subrogation in favor of SFA. FSMC shall furnish a Certificate of Insurance to the SFA.
- 5.16 The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to the use of SFA's premises as established by the SFA and which are furnished in writing to the FSMC.
- 5.17 Both the SFA and the FSMC shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job regarding employees on its respective payroll. Each party shall withhold all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs and shall file all required documents and forms.
- 5.18 Both FSMC and SFA shall ensure that their employees adhere to the professional standards and continuing education training requirements required by federal regulations, codified at 7 CFR Part 210.30, throughout the initial term and all renewals of this Contract. SFAs that operate the National School Lunch Program, or School Breakfast Program (7 CFR Part 220), must establish and implement professional standards for Child Nutrition Program directors, managers, and staff, as defined in 7 CFR part 210.2. Both FSMC and SFA shall establish and implement the foregoing standards and requirements under this Contract.
- 5.19 Both FSMC and SFA shall ensure that personnel assigned to the foodservice operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.
- 5.20 FSMC shall assign to duty only employees acceptable to SFA and those employees shall follow the SFA's code of conduct policy [9 \(boarddocs.com\)](#).
- 5.21 Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
- 5.22 The FSMC shall ensure there is a sufficient staffing plan in place to fully execute breakfast, lunch, and snack service, where applicable, at all sites. The FSMC will provide the SFA with its plan for staff absences.
- 5.23 If food service staff are employees of the FSMC, FSMC shall give first consideration to current employees of SFA or incumbent FSMC when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay the cost of transferring SFA employees to FSMC payroll.

- 5.24 The FSMC shall comply with provisions of the Fair Labor Standards Act, provisions of the Occupational Safety and Health Act, and the standards and regulations issued thereafter. The FSMC shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. The FSMC shall employ a substitute food service employee when an employee is absent to manage the flow of work and prevent violations of existing labor laws.
- 5.25 The FSMC shall employ an On-Site, full-time foodservice management professional and/or a staff of management and operational employees assigned to duty on the SFA premises for efficient management and operation of the SFA's food service program. The SFA will need to review the resume of the person to be named "Food Service Director" or equivalent position for approval.
- 5.26 Nothing in this agreement shall restrict the SFA from employing current or former FSMC employees, including but not limited to onsite management employees, during and after the terms of this agreement. The parties agree that such employment shall be specifically permitted and will not be contrary to the interests of either of the parties or their employees but is intended to provide maximum freedom to employees to select the employment of their choice.
- 5.27 The SFA will require the selected FSMC to perform a criminal background check on any of the selected FSMC employees working at the SFA and disclose results to the SFA. The background checks must extend back at least 10 years. If the individuals have lived outside of Tennessee during the last 10 years, the criminal record checks shall be extended to include each county/state the person has lived in for the last 10 years. All criminal background checks must be provided to the SFA upon request. In determining whether to hire or place an FSMC employee in any SFA-owned site who has been convicted of, pled guilty or no contest to, or received a prayer for judgment continued for any felony or for any misdemeanor involving drugs, crimes of moral turpitude, or violent behavior of any kind, the FSMC, in mutual agreement with the SFA and in compliance with EEOC standards, shall take into account the nature of the circumstances surrounding any questionable incident, as well as the time passed since such incident occurred. Such an incident may not be an absolute bar to employment. In the selection and hiring process, the FSMC shall conduct a diligent and comprehensive background investigation of all prospective employees' character and criminal records. The FSMC acknowledges that Tennessee Code 40-39-211 prohibits anyone required to register as a sex offender Code 40-39-214 from knowingly being on the premises of any school. FSMC shall perform an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Provider shall not assign any employee or agent to provide services pursuant to this Contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of the student or school personnel. SFA reserves the right to prohibit any individual employee of Provider from providing services on SFA property or at SFA events if SFA determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel, or others. The SFA may elect to perform an independent background check on any FSMC employee if deemed in its best interest.

- 5.28 The FSMC shall require all its employees assigned to duty on the SFA's premises to submit to periodic health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to the SFA upon request. The cost of such examinations shall be a direct cost. The FSMC shall test its employees for drugs and alcohol in accordance with the SFA's Drug-Free Workplace Policy. The FSMC will not place any FSMC employee on site of the SFA who has tested positive for controlled substances.
- 5.29 The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the RFP. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation. FSMC shall provide a quarterly report of employee staffing at each location with a schedule of employees, positions, assigned locations, salaries, and hours to be worked.
- 5.30 The SFA must identify SFA personnel responsible for managing the SFA-FSMC Contract and meeting the SFA's responsibilities, including the existing responsibilities that cannot be delegated to the FSMC and the new responsibilities that will occur under the SFA-FSMC Contract. This includes identifying personnel responsible for completing Contract performance management (On-Site reviews and credits for USDA Foods; compliance with the 21-day cycle menu and meal pattern requirements, components, and quantities).
- 5.31 The FSMC shall ensure there is a sufficient staffing plan in place to fully execute breakfast and lunch at all sites. The FSMC 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.
- 5.32 The awarded FSMC 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.
- 5.33 The SFA shall conduct performance reviews of the FSMC's performance under the contract. Any services performed under this contract shall be subject to a performance review. The FSMC shall cooperate with the SFA in these reviews, which may require the FSMC 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 FSMC, including subsequent contract renewal terms, as applicable. Performance reviews may include, but are not limited to:
- completion and performance of contractual services rendered;
 - adherence to the meal pattern and food specification requirements, including quality and variety;
 - performance on SFA On-Site Reviews, per 7 CFR 210.15(a)(3)(5), and status of required corrective action, if any and as applicable;
 - performance on state and/or federal reviews and status of required corrective action, if any and as applicable;
 - participation trends, including program participation compared to à la carte sales, if applicable; and
 - responsiveness of regional management to the SFA and local staff/management, including the Advisory Board and Local Wellness Committee, as applicable.

- 5.34 SFAs with fixed price FSMC agreements must comply with the nonprogram foods requirements in 7 CFR Part 210.14. The FSMC shall provide SFA with food cost data it requests in order to determine the SFA's compliance with the revenue from nonprogram foods requirements. 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:
- 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).
 - 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.
- 5.35 No payment is to be made for meals that are spoiled or unwholesome at time of service, 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.
- 5.36 If the FSMC cannot replace meals in time for meal service, then the SFA will provide meals and deduct the actual cost of such meals from the monthly bill of the food service management company. The FSMC is responsible for the cost of replacement meals.

Section 6: Purchases/Buy American

- 6.1 The FSMC shall retain title of all purchased food and nonfood items.
- 6.2 The 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 proposal. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to A’Ishah Williams, williamsa38@scsk12.org, a minimum of 7 day(s) in advance of delivery.
- 6.4 The FSMC 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 The FSMC 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).
- 6.7 The SFA reserves the right to review FSMC purchase records to ensure compliance with the “Buy American” provision in 7 CFR Part 210.21(d).
- 6.8 The FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.
- 6.9 For the duration of the contract and all subsequent renewal terms, as applicable, the FSMC 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 C, 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 C) 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 SFA owns all major kitchen equipment, including milk coolers. The Meals must be cooked and prepared on-site. The SFA equipment will be in place by July 1st, 2024. The FSMC will have the option to bring in additional equipment for the preparation of meals. SFA must pre-approve the FSMC additional equipment and/or appliances. The FSMC and SFA will perform an inventory of equipment and keep a record of items owned either by the SFA or FSMC.
- 7.2 The SFA shall make structural changes needed to comply with federal, state, and local laws ordinances, rules, and regulations.
- 7.3 The FSMC shall provide written notification to the SFA of any equipment belonging to the FSMC upon approval 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 preparation of school meals by the FSMC.
- 7.5 The FSMC shall retain title to all FSMC-owned property and equipment when placed in service. The SFA shall retain title to all SFA-owned property and equipment and smallware(s) when placed in service.
- 7.6 At no cost to the FSMC, the SFA shall provide complete maintenance, repair, and replacement services for all SFA-owned property and equipment, except when damages result from using less-than-reasonable care by the FSMC employees or agents as determined by the SFA. When damage results from less-than-reasonable care on the part of any FSMC employees or agents, it will be the FSMC's responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.
- 7.7 SFA will come onsite to access all repairs and replacement requests from the FSMC within 72 hours of notification to the SFA by calling 901-416-8916 to begin the work order request. All repairs and replacement requests will be completed within a reasonable time upon receiving the necessary parts and equipment.
- 7.8 Upon expiration or termination of the contract, it shall be the FSMC's responsibility to remove all FSMC-owned property and equipment one week before the expiration of the contract term without damage to SFA facilities.

Section 8: Inspection of Facility

- 8.1 The SFA, the Tennessee School Nutrition Program, and the USDA reserve the right to inspect the FSMC'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 FSMC 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: Service Requirement and Noncompliance

- 9.1 Menus must be approved by the SFA forty-five (45) days prior to being served.
- 9.2 Meals must be prepared in accordance with the approved menu cycle. The meals get approval from the school administration.
- 9.3 Meals must be served in clean, sanitary, food-grade transporting containers—approved by the local or state health department—that maintain the proper temperatures of food.

- 9.4 When an emergency prevents the FSMC from serving meals, the FSMC shall notify the SFA-authorized representative or his/her designee immediately by phone, indicating the reasons for the need for substitution. Any general variations of the menu changes need to be approved by the SFA.
- 9.5 The SFA reserves the right to inspect and determine the quality of food served. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete due to inadequate portion sizes or missing number of meal components, or served in unsanitary conditions such as incorrect temperatures.
- 9.6 If an insufficient number of meals are served. The FSMC will contact the SFA immediately regarding the reasons for the inadequate number of meals being served. If the FSMC cannot replace meals in time for the meal service, then the SFA can provide an option of meals and deduct the actual cost of such meals from the monthly bill of the FSMC. The FSMC is responsible for the cost of replacement meals.

Section 10: Meal Pricing

- 10.1 All proposals must be calculated based on the menu(s) in Exhibit C and on the projected annual units provided on the "Bid Summary" form (Exhibit A), both attached herein. Milk will be supplied by the FSMC. 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, trays, and requirements in preparing and serving meals on-site.
- 10.3 The bid rate(s) must be calculated net of applicable discounts, rebates, and credits received by the FSMC 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.
- 10.4 The FSMC shall receive the fixed meal rate specified in the bid form for each meal type multiplied by the number of meals served and accepted by the SFA.
- 10.5 The FSMC cannot provide guaranteed USDA Foods credits. If the FSMC receives USDA Foods, the FSMC must credit the current market value of USDA Foods used on the monthly bill/invoice to the SFA. Credit issued by the FSMC 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.
- 10.6 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).

- 10.7 The FSMC must submit invoices for payment for meals served within 10 days of the last day of each month.
- 10.8 The SFA is not obligated to purchase any minimum number or dollar amount of meals under this contract.
- 10.9 The designation of program expenses is listed in the table below.
1. The FSMC guarantees to the SFA/Sponsor that the proposal meal rate for each reimbursable school meal shall include the expenses as designated with an "X" or a "□" under Column 1. The FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.
 2. The SFA/Sponsor shall pay those expenses as designated with an "X" or a "□" under Column II.

DESCRIPTION	FSMC	SFA Owned Equipment	FSMC Owned Equipment
LABOR:			
Payroll, managers and/or supervisors	X		
Payroll, full and part-time workers	X		
Payroll, Monitors	X		
Life Insurance	X		
Medical/Dental Insurance	X		
Retirement Plans	X		
Social Security	X		
Vacation	X		
Sick Leave	X		
Holiday Pay	X		
Uniforms	X		
Tuition Reimbursement	X		
Labor Relations	X		
Unemployment Compensation	X		
Workers Compensation	X		
Processing and Payment of Payroll	X		
FOOD:	X		
OTHER EXPENSES:			
Accounting	X		
Bank Charges	X		
Data Processing	X		
Recordkeeping	X		
Processing and Payment of invoices	X		
Equipment – Major			
Original Purchase		X	X
Routine Maintenance		X	X
Major Repairs including plumbing		X	X
Replacement		X	X

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

Section 11: Licenses, Certifications, and Taxes

- 11.1 Throughout the term of the contract and each renewal term, the FSMC shall obtain and maintain all licenses, permits, and health certifications required by federal, state, and local laws.
- 11.2 The FSMC shall obtain state or local health certification for any facility where components are prepared or packaged, and the FSMC shall maintain this health certification for each contract term.
- 11.3 The FSMC 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 FSMC 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 FSMC shall retain all records relating to food service production and delivery for each contract term including, but not limited to, the following:
- all data, materials, and products created by the FSMC 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;
 - processed product nutritional analysis;
 - dates of preparation of meals;
 - number of meals and locations where meals were delivered or prepared/served on-site;
 - signed delivery slips;
 - nutritional content of individual food items and meals served on-site;
 - bills charged to SFA for meals served 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 and Contract.

- 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 FSMC 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 FSMC 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 overclaims 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 SFA 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 SFA 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 SFA'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 The SFA, the Tennessee Department of Education, the USDA, and the Auditor General 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
- 12.9 The SFA must maintain the following records relating to the use of donated foods in its contract with the food service management company:
- 12.9.1 The donated foods and processed end products received and provided to the food service management company for use in the SFA's food service;
- 12.9.2 Documentation that the food service management company has credited it for the value of all donated foods received for use in the SFA'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 the actual donated food values used in crediting.

12.10 The food management company must maintain the following records relation to use of donated foods in its contract with the SFA:

12.10.1 The donated foods and processed end products received from, or on behalf of, the SFA for use in the SFA's foodservice;

12.10.2 Documentation that it has credited the SFA for the value of all donated foods received for use in the SFA'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 documentation of its procurement of processed end products on behalf of the SFA as applicable.

Section 13: Terms and Termination

13.1 This contract is effective for a one-year period commencing July 1, 2024, or upon written acceptance of the contract, whichever occurs last, through June 30, 2025 (the term of the contract), with options to renew yearly, not to exceed three additional years (each a renewal term).

13.2 The renewal of this contract is contingent upon the fulfillment of all contract provisions relating to USDA Foods.

13.3 Either the SFA or FSMC 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 FSMC.

13.4 Following any termination for convenience, the FSMC 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 FSMC 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 If the FSMC 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 FSMC 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 FSMC default shall be borne by the FSMC 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 FSMC upon demand.

- 13.7 Neither the FSMC nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract is delayed or prevented by 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 FSMC’s performance does not resume within 30 days of the FSMC’s interruption of services due to an act of God.
- 13.8 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 FSMC 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 or a comparable index if that index is not available. The comparable index will be agreed upon at renewal. 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, South Region” indicates a decrease.
- 13.9 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)]

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 FSMC 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 FSMC 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 FSMC 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 FSMC 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 FSMC 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 FSMC. The SFA has full responsibility for ensuring the terms of the contract are fulfilled.
- 14.12 To the fullest extent permitted by law, the FSMC 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 FSMC, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable; (ii) failure by the FSMC 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 FSMC herein; (iv) any employment actions of any nature or kind, including but not limited to workers compensation or labor action brought by the FSMC's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.
- 14.13 In order the SFA to respond timely and appropriately to the requirements of the Tennessee Freedom of Information Act (FOIA), the FSMC 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 FSMC 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 FSMC 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 FSMC 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 FSMC'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 FSMC shall provide written confirmation to the SFA upon the destruction of student records.
- 14.16 Cost-plus- a- percentage of cost and cost-plus-a percentage of income contracts are prohibited. [2 CFR 200.323(d)]
- 14.17 The selected FSMC shall comply with 2 CFR 200.321, Contracting with small and minority businesses, wo men's business enterprises, and labor surplus area firms. Compliance with this regulation requires the selected FSMC and SFA to do the following when contracting:
- a. 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.
 - b. Affirmative steps must include:
 - I. Placing qualified small and minority businesses and women's business enterprises on solicitation list;
 - II. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - III. 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;
 - IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
 - V. 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
 - VI. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
 - VII. The selected FSMC and SFA agree to comply.
- 14.18 The FSMC shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. FSMC 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. Vendor shall maintain all paperwork required for immediate and proper notification of recalls.

Section 15: Food Specifications

All USDA Foods offered to the SFA and made available to the FSMC 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 80% of the weekly grains offered in the NSLP and SBP must be whole grain-rich, and the remaining grain items offered must be enriched. All grain component items must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on "Exhibit E: School Lunch and Breakfast Whole Grain-Rich Ounce Equivalency (oz. eq.) Requirements for School Meal Programs."
- 15.3 If applicable, product should be in moisture-proof wrapping and pack-code date should be provided.
- 15.4 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 flour must be whole grain for grains credit grain equivalent crediting by using the USDA Product Formulation Sheet (PFS).
 - All proteins must verify crediting using the Product Formulation Sheet (PFS).
- 15.5 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.
- 15.6 All cheese should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content. Cheese slices and shreds must meet meat/meat alternate crediting by using the (PFS) for crediting.
- 15.7 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.
- 15.8 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.

- 15.9 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.
- 15.10 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.
- 15.11 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.
- 15.12 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.
- 15.13 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.
- 15.14 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 15.15 All fruit juices must be 100 percent fruit juice.
- 15.16 When the specification calls for "Brand Name or Equivalent," the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand name products in terms of quality, performance, and desired characteristics, as determined by the SFA.
- 15.17 All food items must adhere to the sodium target levels in subsequent contract terms, if applicable, as required by the USDA "Nutrition Standards in the National School Lunch and School Breakfast Programs: Implementation Timeline for Final Rule" and/or other subsequent guidance issued by the USDA.
- 15.18 Nutrition labels or manufacturer specifications must indicate zero grams of trans fat per serving for all foods.
- 15.19. Fluid milk must be low-fat (flavored or unflavored) or fat-free (flavored or unflavored). Unflavored milk must be offered and two milk choices must be offered daily as required by the SFA.
- 15.20 Efforts must be made to lower the levels of saturated fat in all purchased products.

Section 16: Professional Standards

- 16.1 Employees of both the SFA and of the FSMC 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.
- 16.3 An employee training plan must be included in the proposal.

Section 17: Fresh Fruit and Vegetable Program (FFVP)

- 17.1 Fresh Fruit and Vegetable Program (FFVP): Sites participating in FFVP must provide all children in the awarded elementary 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 18: Delivery Requirements to the Classroom

- 18.1 Meals must be delivered in accordance with the approved menu cycle.
- 18.2 Meals must be delivered in clean, sanitary, food-grade transporting containers— approved by the local or state health department—that maintain the proper temperatures of food.
- 18.3 Hot meal unit must have packaging suitable for maintaining components at temperatures in accordance with state and local health standards. The container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 350 degrees Fahrenheit (204 degrees Celsius) or higher.
- 18.4 Cold meal unit or unnecessary to heat must have a container and overlay that is plastic or paper and non-toxic.
- 18.5 Hot bulk meals must be in stainless steel containers, or approved alternate, with lids with a depth of no more than four inches.
- 18.6 Cold meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- 18.7 Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.

Section 19: Insurance Requirements

- 19.1 The company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the Shelby County Board of Education and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.
- 19.2 If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the Shelby County Board of Education. The Shelby County Board of Education may pay the renewal premiums and withhold such payments from any monies due the Company.

19.3 The Company shall indemnify, defend, save and hold harmless the Shelby County Board of Education, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of the Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the Shelby County Board of Education, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the Shelby County Board of Education from any liability arising out of the Company's loss of sensitive information.

19.4 Each certificate or policy shall require and state in writing the following clauses:

1. Company shall provide notice to the Shelby County School Board of Education within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to Shelby County Board of Education by registered mail, to the following addresses:

Shelby County Board of Education
Attn: Office of Risk Management
160 S. Hollywood, Room #152
Memphis, TN 38112

The Certificate of Insurance shall state the following: "The Shelby County Board of Education, its officials, agents, employees and representatives shall be named as additional insured on liability policies."

The additional insured endorsement shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

WORKERS COMPENSATION:

The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	\$100,000	Each Accident
	\$500,000	Disease - Policy Limit
	\$100,000	Disease - Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence Combined Single Limit

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability coverage with Minimum Limits of:

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

UMBRELLA LIABILITY:

With minimum Limits of: \$5,000,000 Each Occurrence/Aggregate

PROPERTY INSURANCE:

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the company.

The Company is required to provide copies of the insurance policies upon request.

Section 20: Bid Criteria Point Matrix

- 20.1 The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and received the highest evaluation score. Price alone is not the sole basis for award but remains the primary consideration when awarding a contract. All proposals may be rejected in accordance with law.
- 20.2 A'Ishah Williams, Sr. Buyer will be responsible for securing all proposals.
- 20.3 The proposals will be opened in the presence of the following people:
 - A'Ishah Williams, Sr Buyer, will be responsible for ensuring all SFA procurements are conducted in compliance with applicable federal, state, and local procurement regulations; responsible for maintaining all procurement documentation.
 - Vacant-In Progress, Matthew Saunders Buyer, will sign the evaluation criterion score sheet of competitive proposals, signifying a review and approval of the selections.

Point Matrix		FSMC Score	Evaluation Criteria
35	Points		<p>Cost (FSMC with the lowest price receives 35 points. The other FSMCs receive points equal to the lowest price divided by their meal price X 35. Do not round)</p> <ol style="list-style-type: none"> 1. Fixed Cost Price Summary 2. Proposal with the most competitive cost will receive highest number of points.
30	Points		<p>Promotion of the Child Nutrition Program and Innovation - (FSMCs should be very specific as to their plans for promoting the Child Nutrition Programs. The SFA will rate the FSMC based on their specific plan proposed.</p> <ol style="list-style-type: none"> 1. Proposal must contain examples of your efforts and results regarding involvement of students, teachers, building administrators and parents in program evaluation and selection of menus, discussion of nutritional issues, etc., also include examples of surveys and how results/requests were responded to and what actions were taken. 2. Offeror must be able to demonstrate it can increase participation including expected trends and strategies to increase breakfast and lunch participation in secondary schools. 3. Proposals must include menu diversity of new foods or recipes that might be implemented. 4. Proposal must contain examples of Offeror's experience with community engagement. 5. Proposal must contain examples of Offeror's experience of proven customer service excellence to all patrons including references to support the level of involvement. 6. Proposal must contain examples of Offeror's experience of partnership with clients and how Offeror met goals. <ul style="list-style-type: none"> ○ "Poor" shall mean the proposal does not meet RFP requirements. 0 points. ○ "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 7 points ○ "Good" shall mean that the proposal meets the RFP requirements. 14 points ○ "Exceptional" shall mean that the proposal exceeds the RFP requirements. 30 points

10	Points		<p>Service Capability Plan - (FSMC needs to provide examples of providing service to similar type schools and their ability to supply healthy food options) (FSMC must also provide training plan.)</p> <ol style="list-style-type: none"> 1. Must include at least five examples including district names, addresses, phone numbers, and name of client administrator capable of commenting on performance. These references shall be for similar services as described in this RFP and similar size SFA. 2. Must include all SFAs in the State of Tennessee currently under contract with Offeror and all closed SFA accounts that have closed within the last five (5) years. 3. Resumes of Leadership team and key operations support personnel for this contract (please includes resumes in proposal). <ul style="list-style-type: none"> ○ “Poor” shall mean no feedback regarding references and resumes. 0 points. ○ “Fair” shall mean the average feedback from references were at minimum in meeting performance expectations. Overall resumes were limited in experience. 3 max points ○ “Good” shall mean the average feedback from references were good at meeting performance expectations. Overall resumes had satisfactory experience. 7 max points ○ “Exceptional” shall mean the average feedback from references were exceptional at meeting performance expectations. Overall resumes exceeded experience requirements. 10 max points
5	Points		<p>Years of Experience in working with Child Nutrition Programs (FSMC with the most years of experience receives 5 points. Each FSMC will receive 1 point for each year of experience with a maximum of 5.)</p>
5	Points		<p>Resumes of Leadership team and key operations support personnel for this contract (please includes resumes in proposal).</p> <ul style="list-style-type: none"> ○ “Poor” shall mean no resumes. 0 points. ○ “Fair” Overall resumes were limited in experience. 1 point ○ “Good” Overall resumes had satisfactory experience. 3 points ○ “Exceptional” Overall resumes exceeded experience requirements. 5 points
5	Points		<p>References (FSMC needs to provide the contact information for 3 references in which they have provided similar services as requested in the RFP.) (current or former client)</p> <ol style="list-style-type: none"> 1. Reference checks; SFA will contact references seeking 80 percent favorable references. <ul style="list-style-type: none"> ○ “Poor” shall mean no feedback from all client references. 0 points. ○ “Fair” shall mean the average feedback from references were at minimum in meeting performance expectations. 2 points ○ “Good” shall mean the average feedback from references were good at meeting performance expectations. 4 points ○ “Exceptional” shall mean the average feedback from references were exceptional at meeting performance expectations. 5 points

5	Points		<p>Financial Conditions/Stability, Business Practices – (FSMC needs to provide examples of past audits)</p> <ol style="list-style-type: none"> 1. Offeror must be able to demonstrate financial stability. 2. Offeror must be able to demonstration profitability for the last three years. 3. Copy of FSMC annual financial report or certified financial statement from the most current year of operation, prepared by a certified public accountant. 4. Assurance with food safety requirements. <ul style="list-style-type: none"> ○ “Poor” shall mean the proposal does not meet RFP requirements. 0 points. ○ “Fair” shall mean that the proposal meets most, but not all of the RFP requirements. 2 points ○ “Good” shall mean that the proposal meets the RFP requirements. 4 points ○ “Exceptional” shall mean that the proposal exceeds the RFP requirements. 5 points
5	Points		<p>Accounting, Training, and Reporting Systems - (FSMC needs to provide examples of employee training programs)</p> <ol style="list-style-type: none"> 1. Describe the FSMC’s plan for training personnel in a manner that complies with the Professional Standards Requirements as established by the Healthy, Hunger-Free Kids Act and how the FSMC plans to compensate its employees for time spent in required in-service training and/or monthly meetings if such training and meetings occur outside of employee’s designated work schedule. Training will be provided and documented for all School Nutrition Employees at a minimum on a yearly basis. <ul style="list-style-type: none"> ○ “Poor” shall mean the proposal does not meet RFP requirements. 0 points. ○ “Fair” shall mean that the proposal meets most, but not all of the RFP requirements. 2 points ○ “Good” shall mean that the proposal meets the RFP requirements. 4 points ○ “Exceptional” shall mean that the proposal exceeds the RFP requirements. 5 points
100	Points		Total Points

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

Food Service Management Company (FSMC)

SHELBY COUNTY BOARD OF EDUCATION

By: _____ By: _____

Date: _____ Date: _____

Approved by:

Rev. Althea E. Greene, Board Chair

Date: _____

APPROVED AS TO LEGAL FORM:

Associate General Counsel Date

Exhibit A

Bid Summary
Nonprofit School-Food Services Management Company Services

This document contains a bid solicitation and contract for the furnishing of meals for the nonprofit school food service program(s) for the period beginning July 1, 2024, to June 30 2025, and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the contract between the proposer and the school food authority (SFA). The proposer shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the RFP solicitation/contract. These are projected quantities, and Memphis-Shelby County Schools reserves the right to decrease or increase quantities as needed. **Per meal prices must be quoted as if no USDA Foods will be received.**

	Projected Annual Units	Rate per Unit	Estimated Total
1. Reimbursable Breakfasts with Milk	750,977		
2. Reimbursable Lunches with Milk	1,039,033		
3. Reimbursable Afterschool Snacks	8,124		
5. Summer Breakfast	9,323		
6. Summer Lunch	12,184		

Total Estimated Amount of Bid**: \$ _____

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

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

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for three additional one-year contract terms.

Bidder Signature Title Date

Acceptance of Contract
School food authority (SFA): _____

Authorized SFA Representative Signature Title Date

Site Data Form—On-site Prepared Meals

Site Name, Address, and Phone Number	Contact Person	Current Enrollment	Breakfast		Lunch	
			Annual Number of Serving Days	Average Daily Participation	Annual Number of Serving Days	Average Daily Participation
A B Hill Elementary, 345 E Olive Ave. Memphis, TN 38016 , 901-416-6967	gordong1@scsk12.org	544	190	427	190	463
Idlewild Elementary, 1950 Linden Ave. Memphis, TN 38104, 901-416-9053	gordong1@scsk12.org	590	190	196	190	299
Kingsbury Elementary, 4055 Bayliss Memphis, TN 38018, 901-416-8255	gordong1@scsk12.org	521	190	217	190	440
Springdale Elementary, 800 N. Hollywood St. Memphis, TN 38018, 901-416-4975	gordong1@scsk12.org	232	190	185	190	194
Scenic Hills Elementary, 3450 Scenic Hwy. Memphis, TN 38128, 901-416-0747	gordong1@scsk12.org	344	190	230	190	284
Georgian Hills Middle, 3925 Denver Rd. Memphis, TN 38127, 901-416-0850	gordong1@scsk12.org	281	190	169	190	251
Germantown Elementary, 2730 Cross Country Dr. Germantown, TN 38138, 901-416-0945	gordong1@scsk12.org	553	190	333	190	345
Hickory Ridge Middle, 3920 Ridgeway Rd. Memphis, TN 38115, 901-416-8384	gordong1@scsk12.org	886	190	279	190	583
Chimneyrock Elementary, 8601 Chimneyrock Blvd. Cordova, TN 38016, 901-416-9974	gordong1@scsk12.org	948	190	473	190	712
Cordova Elementary, 750 N. Sanga Rd. Cordova, TN 38018, 901-416-1708	gordong1@scsk12.org	797	190	512	190	542
Mitchell High, 658 W. Mitchell Rd. Memphis, TN 38019, 901-416-8615	gordong1@scsk12.org	364	190	87	190	123
Chickasaw Middle, 4060 Westmont Memphis, TN 38109, 901-416-6564	gordong1@scsk12.org	365	190	175	190	258
Winchester Elementary, 3587 Boeingshire Dr. Memphis, TN 38116, 901-416-3163	gordong1@scsk12.org	430	190	330	190	362
Oakhaven High, 3125 Ladbrook Rd. Memphis, TN 38118, 901-416-9763	gordong1@scsk12.org	371	190	150	190	218
Barrett's Chapel Elementary, 10280 Godwin Rd. Memphis, TN 38002, 901-416-0323	gordong1@scsk12.org	315	190	185	190	249
Bolton High, 7323 Brunswick Rd. Memphis, TN 38002, 901-416-2121	gordong1@scsk12.org	681	190	279	190	359
Evans Elementary, 4949 Cottonwood Memphis, TN 38118, 901-416-8483	gordong1@scsk12.org	458	190	229	190	404
Sheffield High, 4315 Sheffield Ave. Memphis, TN 38118, 901-416-9714	gordong1@scsk12.org	558	190	187	190	315

Exhibit A-2

Meal Service Information/Serving Schedule

Site Name	Eligibility Data	Free Claiming	Breakfast	Lunch
	CEP	District's %	Meal Service Schedule	Meal Service Schedule
A B Hill Elementary	YES	100	7:45 - 8:45	10:30 -12:35
Idlewild Elementary	YES	26.77	7:30 - 8:15	10:45-1:30
Kingsbury Elementary	YES	88.11	8:00 - 8:30	11:30 - 12:45
Springdale Elementary	YES	100	7:50 - 8:15	10:30 - 12:30
Scenic Hills Elementary	YES	100	8:00 - 8:30	10:00 - 1:30
Georgian Hills Middle	YES	45.09	7:45 - 8:10	10:30 - 12:00
Germantown Elementary	YES	95.41	9:00 - 9:20	10:55 - 1:30
Hickory Ridge Middle	YES	54.98	8:00 - 8:15	10:45 -12:15
Chimneyrock Elementary	YES	55.66	8:45 - 9:15	10:50 - 1:55
Cordova Elementary	YES	100	7:00 - 7:15	10:30 - 12:30
Mitchell High	YES	100	7:00 - 7:30	10:18 - 12:17
Chickasaw Middle	YES	100	7:00 - 7:30	10:30 - 12:00
Winchester Elementary	YES	100	7:50 - 8:15	10:30 - 12:30
Oakhaven High,	YES	100	6:45 -7:15	9:45 - 12:15
Barrett's Chapel	YES	72.72	8:00 - 8:30	11:25 - 1:05
Bolton High	YES	63.79	7:00 - 9:00	10:30 -1:00
Evans Elementary	YES	92.67	8:00 - 8:15	10:25 - 1:00
Sheffield High	YES	83.42	6:45 - 7:15	10:20 - 12:05

Exhibit B

School Equipment List

Evans Elm		Sheffield HS		Oakhaven HS	
Quantity	Description	Quantity	Description	Quantity	Description
2	Frost tops delfield	1	Habart walk in freezer	1	Groen kettle
2	Gas H.F.T. eagle 6cs.	1	habart walk in cooler	1	migali 3 dr cooler
3	milk boxes (2 serving lines)	1	2 door magali freezer	2	Vulkan ovens
1	Ice machine Hoshizaki	4	8' table	2	2 compartment sinks
1	Dish machine stero	1	10' table	2	Blodgett Ovens
1	3 compartment sink & drain board	2	3 compartment sink	2	accutemp steamers
2	ss tables 6'	2	6' tables	1	10' ss counter
1	ss tables 10'	4	Blodgett ovens	3	8' tables
2	ss tables 8'	1	cleveland steamer	2	FWE hot box
4	Blodgett ovens	1	harbart mixer	1	kolpak freezer walk in
1	4 burner sunfire stove	1	2 compartment sink	1	hobart cooler walk in
2	2 component sinks	1	migali 2 dr freezer	1	6 dr Traulsen freezer
1	mixer	1	saturn 2 dr freezer	1	6' table
1	groven kittle broke	1	saturn 2 dr freezer	2	fans
1	cleveland steamer	1	6 dr Traulsen	2	serving lines
2	fw e hot box	2	serving lines Delfield	2	HFT gas
	coolers	3	frost tops Delfield	2	milk boxes
1	2 dr migali freezer	3	HFT electric Delfield	2	frost tops
1	2 dr supera freezer	3	FWE hot box	1	Atosa 3 dr freezer
1	economy 2 dr freezer	3	milk boxes		
1	masterbuilt 3 dr freezer	4	fans		
1	true 3 dr cooler				
1	masterbuilt 3 dr cooler				
1	migali 3 dr cooler				
2	fans				

Winchester Elem		Mitchell HS		Chickasaw Midd.	
Quantity	Description	Quantity	Description	Quantity	Description
6	1 dr artic air coolers	2	serving line Duke	2	2 compartment sinks
2	blodgett ovens	2	frost tops	1	harbart mixer
2	duke ovens	3	electric HFT	4	8' tables
1	2 dr saturn freezer	1	koolaire ice machine	2	fans
1	magali 2 dr freezer	2	hot boxes	4	duke ovens
2	2 compartment sinks	1	continental pass through cooler	1	cleveland steamer
1	6' table	1	milk box	1	cleveland kettle
1	accutemp steamer	1	accutemp steamer	1	10' table
1	2 burner range	1	5' table	1	kolpak cooler walk in
2	small pot groen kettles	1	8' table	1	kolpak freezer walk in
3	3 dr masterbuilt cooler	2	3 compartment sink	1	masterbuilt 3 door cooler
1	migali 3 dr freezer	4	blodgett ovens	1	migali 2 door freezer
1	3 dr masterbuilt freezer	1	wolf 2 burner range	1	Zurho air 1 door freezer
1	fusion 3 dr freezer	1	thermo-kool walk in cooler	1	Atosa 2 dr freezer
1	true 2 dr cooler	1	thermo-kool walk in freezer	1	ice o matic ice machine
1	3 compartment sink	1	washer dryer combo	2	milk boxes
3	fans	1	6' table	2	serving lines Delfield
2	serving lines Delfield	1	accutemp steamer	2	frost tops
2	gas HFT eagle			2	FWE hotboxes
3	S.S. wall cabaets				
2	frost tops				
2	FWE hot boxes				
4	milk boxes				
1	hot logix hot box				

Exhibit B (Cont'd)

School Equipment List

Idlewild Elem.		Springdale Elem.		Bolton HS	
Quantity	Description	Quantity	Description	Quantity	Description
2	accutemp steamers	2	3 compartment sink	1	Hobart dish machine
4	8' table	1	coolaire ice machine	1	3 compartment sink
1	3 compartment sink	1	refrigerator 1 door white	1	migali 3 dry cooler
1	harbart mixer	1	artic air cooler 1 door	2	2 compartment sink
1	2 compartment sink	2	milk boxes	1	6' table
4	blodgett ovens	1	serving line	5	8' table
1	amerikooler walk in cooler	1	HFT electric	1	FWE hot box
1	amerikooler walk in freezer	1	frost top	1	cleveland kettle
1	ice o matic ice machine	2	FWE hot boxes	1	cookrite oven
1	artic air cooler	2	steriing steamers	2	cleveland steamers
1	cozoc hot box	2	blodgett ovens	2	sterling steamers
1	FWE hot box	1	cleveland kettle	2	blodgett ovens
1	serving line Duke electric	1	2 burn range Gadland	1	5' table
2	milk boxes	1	6' table	1	GE washer dryer & dryer
1	HFT electric	1	walk in cooler western	1	walk in freezer thermo-kool
		1	walk in freezer western	1	walk in cooler Thermo-kool
		1	Fan	4	serving lines Elite (old) electric
				4	milk boxes
				3	FWE hot boxes

Barrett's Chapel		Cordova Elem.		Chimneyrock Elem.	
Quantity	Description	Quantity	Description	Quantity	Description
1	walk in cooler Thermo-kool	1	walk in cooler Therm-kool	2	serving lines Delfield
1	walk in freezer	1	walk in freexer Therm-kool	2	elect HFT
1	hobart mixer	3	8' tables	2	frost top
1	kettle cleveland	2	3 compartment sinks	2	hot boxes metro- FWE
1	Tiht skillet cleveland	1	cleveland kettle	1	kelvinator 1 dr cooler
1	Hobart dish washer	1	vulcan 2 burner range	5	8' table
1	hg hobart mixer	2	Dotan ovens	2	sterling steamers
4	blodgett ovens	2	blodgett ovens	1	kettle gas
1	range	2	CH hot box	2	S.S. storage box (seco)
2	8' tables	1	continental passthrough cooler	1	2 burner range
2	6' tables	2	koolaire ice machine	4	blodgett ovens
1	Amana washer	1	atoso 2 dr cooler	2	milk boxes
1	Amana dryer	1	hobart dish machine	1	ice o matic ice machine
1	Munitowoc Ice machine	2	serving lines Elect Duke	2	3 compartment sinks
1	Trowsan pass through cooler	2	elect hot food tables Duke	1	frigidaire washer dryer combo
1	crestor hot box	2	frost tops Duke	1	hobart dish machine
1	FWE hot box	2	milk boxes	1	walk in freezer kolpak
1	panasonic microwave	1	Uarimixer mixer	1	walk in cooler kolpak
2	milk boxes			1	hobart mixer
2	serving lines Electric Duke				
2	HFT elect Duke				

Exhibit B (Cont'd)

School Equipment List

Germantown Elem.		Hickory Ridge Midd.		A.B. Hill Elem.	
Quantity	Description	Quantity	Description	Quantity	Description
2	Supera 2 dr freezer	1	walk in cooler Delfield	1	Double stack washer dryer Kenmore
2	6' table	1	walk in freezer Delfield	1	Delfield walk in freezer
1	migali 3 dr freezer	1	Garland 2 burner range	1	Delfield walk in cooler
4	blodgett ovens	4	blodgett ovens	2	accutemp steamers
2	accutemp steamers	1	cleveland kettle	2	blodgett ovens
2	3 compartment sink	2	accutemp steamers	1	cleveland kettle
1	1 dr artic air cooler	1	6' table	1	hobart 2 burner range
1	migali 3 dr cooler	4	8' table	2	3 compartment sinks
1	true 3 dr freezer	1	manitowcc Ice machine	2	6' table
1	endura 2 dr cooler	2	3 compartment sink	1	8' table
3	8' table	1	hobart dish machine	1	ice o matic ice machine
2	milk boxes	2	milk boxes	1	continental 1 dr passthrough cooler
1	2 dr magoli cooler	2	serving lines Delfield electric	1	FWE hot box
1	magoli 3 dr cooler	2	HFT Delfield electric	1	carter & hoffman hot box
2	fans	2	frost tops Delfield electric	2	serving lines Duke electric
1	crestcor hot box	2	hot boxes Carter Hoffman	2	frost tops Duke
1	Hot Logic	1	traulsen 1 dr cooler pass through	2	HFT elect Duke
1	serving line Duke	1	medalist mixer	2	milk boxes
1	HFT elect Duke	1	ge washer stackable	1	Hobart dish machine
1	Frost top	1	kenmore dryer stackable	2	fans
1	ice o matic ice machine				
1	hobart dish machine				
1	Amana washer				
1	Kenmor dyer				

Georgian Hills Midd.		Scenic Hills Elem.		Kingsbury Elem.	
Quantity	Description	Quantity	Description	Quantity	Description
1	walk in cooler Masterbuilt	1	Scotsman ice machine	1	2 compartment sink
1	walk in freezer Masterbuilt	2	3 compartment sink	2	3 compartment sink
1	ice o matic ice machine	2	magali 3 dr freezer	1	ice o matic ice machine
3	6' table	1	artic air 1 dr freezer	1	sunfire 4 burner range
1	3 compartment sink	1	migali 2 dr freezer	2	sterling steamers
2	2 compartment sink	1	accutemp steamer	2	8' table
4	blodgett ovens	2	blodgett ovens	2	cookrite ovens
2	American cook steamers	1	garland 2 burner range	2	blodgett ovens
1	small groen kettle	1	kettle	1	endura 2 dr freezer
1	accutemp steamer	1	6' table	1	Hoshizaki 3 dr cooler
1	magali 2 dr freezer	3	8' tables	1	Masterbuilt 3 dr cooler
2	FWE hot box	1	horbart mixer	1	Migali 3 dr freezer
2	serving lines Delfield	1	Atosa 3 dr freezer	1	Atosa 3 dr freezer
2	frost rops	1	migali 3 dr cooler	1	CMA dishmachine
2	gas HFT Eagle	2	FWE hot boxes	4	milk boxes
2	milk boxes	1	Atosa 2 dr cooler	2	serving lines Delfield
		3	milk boxes	2	frost tops Delfield
		2	serving lines gas Delfield	2	gas HFT Duke
		2	Frost tops	1	Hot Logix hot box
		2	gas HFT eagle	1	Kratos hot box
		1	CMA dish machine		

Food-based Meal Pattern 21-day cycle Menu

WEEK 1 - BREAKFAST PreK					
	<i>Day 1</i>	<i>Day 2</i>	<i>Day 3</i>	<i>Day 4</i>	<i>Day 5</i>
Component	Monday	Tuesday	Wednesday	Thursday	Friday
	French Toast Sticks (3 ea) Cereal (2 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Breakfast Wrap (2.5 oz) Cereal (2 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Chicken Biscuit (1) Yogurt w/ granola (4 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Sausage and Waffles (1 sausage and 1 waffle) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Breakfast Calzone (1 ea) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: no weekly or daily minimum for breakfast	French Toast Sticks (1 oz)	Breakfast Wrap (1 oz)	Chicken Biscuit (1 oz) Yogurt w/ granola (1 oz)	Sausage and Waffles (1 oz)	Breakfast Calzone (1 oz)
Fruit: 5cups weekly 1/2 cup daily minimum	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)
Vegetable: no weekly or daily minimum for breakfast					
Dark Green no weekly or daily minimum for breakfast					
Red/Orange no weekly or daily minimum for breakfast					
Beans, Peas (Legumes) no weekly or daily minimum for breakfast					
Starchy no weekly or daily minimum for breakfast					
Other no weekly or daily minimum for breakfast					
Grains: 7-9 ounce equivalent weekly (K-12) 1 ounce equivalent daily minimum	French Toast Sticks (1 oz) Cereal (2 oz)	Breakfast Wrap (1 oz) Cereal (2 oz)	Chicken Biscuit (2 oz) Yogurt w/ granola (1 oz) Cereal (2 oz)	Sausage and Waffles (1 oz) Cereal (2 oz)	Breakfast Calzone (1.5 oz) Cereal (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	French Toast Sticks (1 oz) Cereal (2 oz)	Breakfast Wrap (1 oz) Cereal (2 oz)	Chicken Biscuit (2 oz) Yogurt w/ granola (1 oz) Cereal (2 oz)	Sausage and Waffles (1 oz) Cereal (2 oz)	Breakfast Calzone (1.5 oz) Cereal (2 oz)
Milk: Two choices required 5cups weekly 1cup daily	1c White Skim Milk 1c 1% Milk 1c 1% Lactose Free	1c White Skim Milk 1c 1% Milk 1c 1% Lactose Free	1c White Skim Milk 1c 1% Milk 1c 1% Lactose Free	1c White Skim Milk 1c 1% Milk 1c 1% Lactose Free	1c White Skim Milk 1c 1% Milk 1c 1% Lactose Free

Food-based Meal Pattern 21-day cycle Menu

WEEK 2 - BREAKFAST PreK					
	Day 6	Day 7	Day 8	Day 9	Day 10
Component	Monday	Tuesday	Wednesday	Thursday	Friday
	Vanilla Belgian Waffle (1 ea) Cereal (2 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Turkey Ham & Cheese Croissant (1 ea) Cereal (2 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Sausage Biscuit (1) Yogurt w/ granola (4 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Stuffed Hashbrown (1 ea) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Pancake Sandwich (1 ea) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: no weekly or daily minimum for breakfast		Turkey Ham & Cheese Croissant (1 oz)	Sausage Biscuit (1 oz) Yogurt w/ granola (1 oz)	Stuffed Hashbrown (1 oz)	Pancake Sandwich (1 oz)
Fruit: 5 cups weekly 1/2 cup daily minimum	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)
Vegetable: no weekly or daily minimum for breakfast					
Dark Green no weekly or daily minimum for breakfast					
Red/Orange no weekly or daily minimum for breakfast					
Beans, Peas (Legumes) no weekly or daily minimum for breakfast					
Starchy no weekly or daily minimum for breakfast					
Other no weekly or daily minimum for breakfast					
Grains: 7-9 ounce equivalent weekly (K-12) 1 ounce equivalent daily minimum	Vanilla Belgian Waffle (2 oz) Cereal (2 oz)	Turkey Ham & Cheese Croissant (1 oz) Cereal (2 oz)	Sausage Biscuit (2 oz) Yogurt w/ granola (1 oz) Cereal (2 oz)	Stuffed Hashbrown (1 oz) Cereal (2 oz)	Pancake Sandwich (1 oz) Cereal (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Vanilla Belgian Waffle (2 oz) Cereal (2 oz)	Turkey Ham & Cheese Croissant (1 oz) Cereal (2 oz)	Sausage Biscuit (2 oz) Yogurt w/ granola (1 oz) Cereal (2 oz)	Stuffed Hashbrown (1 oz) Cereal (2 oz)	Pancake Sandwich (1 oz) Cereal (2 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free

Food-based Meal Pattern 21-day cycle Menu

WEEK 3 - BREAKFAST PreK					
	Day 11	Day 12	Day 13	Day 14	Day 15
Component	Monday	Tuesday	Wednesday	Thursday	Friday
	Breakfast Pizza (1 ea) Blueberry Muffin (1 ea) Cereal (2 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Sausage Bagel (1 ea) Cereal (2 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Egg Bite w/ Biscuit (1 ea) Yogurt w/ Belly Bears (4 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Breakfast Calzone (1 ea) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Breakfast Bowl (1 ea) Sweet Potato Cinnamon Roll (1 ea) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: no weekly or daily minimum for breakfast	Breakfast Pizza (1 oz)	Sausage Bagel (1 oz)	Egg Bite w/ Biscuit (1.5 oz) Yogurt w/ belly bears (1 oz)	Breakfast Calzone (1 oz)	Breakfast Bowl (1 oz)
Fruit: 5 cups weekly 1/2 cup daily minimum	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)
Vegetable: no weekly or daily minimum for breakfast					
Dark Green no weekly or daily minimum for breakfast					
Red/Orange no weekly or daily minimum for breakfast					
Beans, Peas (Legumes) no weekly or daily minimum for breakfast					
Starchy no weekly or daily minimum for breakfast					
Other no weekly or daily minimum for breakfast					
Grains: 7-9 ounce equivalent weekly (K-12) 1 ounce equivalent daily minimum	Breakfast Pizza (1 oz) Blueberry Muffin (2 oz) Cereal (2 oz)	Sausage Bagel (1 oz) Cereal (2 oz)	Egg Bite w/ Biscuit (2 oz) Yogurt w/ belly bears (1 oz) Cereal (2 oz)	Breakfast Calzone (1 oz) Cereal (2 oz)	Breakfast Bowl (1 oz) Cereal (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Breakfast Pizza (1 oz) Blueberry Muffin (2 oz) Cereal (2 oz)	Sausage Bagel (1 oz) Cereal (2 oz)	Egg Bite w/ Biscuit (2 oz) Yogurt w/ belly bears (1 oz) Cereal (2 oz)	Breakfast Calzone (1 oz) Cereal (2 oz)	Breakfast Bowl (1 oz) Cereal (2 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 1 - LUNCH Pre-K					
	Day 1	Day 2	Day 3	Day 4	Day 5
Component	Monday Pepperoni Pizza Slice (1 ea) Hot Turkey Ham & Cheese (1 ea) Cheese Calzone (1 ea) Broccoli (1/2c) Frozen Strawberry Cup (1/2c) Tropical Fruit Cup (1/2c) Milk Variety (1c)	Tuesday Crispito w/ Chili & Cheese (1 ea) Fiesta Chili (1c) Ciabatta Pepperjack (1 ea) Baked Potato w/ Trimmings (1/2c) Green Beans (1/2c) Diced Peach Cup (1/2c) Cornbread (2 oz) Milk Variety (1c)	Wednesday Honey Gold Wings/Ranch Wings (4 ea) Turkey & Cheese Sandwich (1 ea) Vegan Chicken Sandwich (1 ea) Crinkle Fries (1/2c) Fruit Cocktail (1/2c) Dinner Roll (2oz) Sandwich Trimmings (1 serving)	Thursday Chicken Alfredo (1c) Veggie Pinwheel (1 ea) Tuscan Blend Vegetables (1/2c) Baked Beans (1/2c) Pineapple Chunks (1/2c) Milk Variety (1c) Assorted Fresh	Friday Sweet & Sour Chicken (~10 pieces) Teriyaki Chicken Sandwich (1 ea) Veggie Burger (1 ea) Potato Wedges (1/2c) Stir Fried Vegetables (1/2c) Mandarin Orange Cup (1/2c) Hawaiian Roll (1oz) Sandwich Trimmings (1 serving)
Meat/Meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Pepperoni Pizza Slice (2 oz) Hot Turkey Ham & Cheese (2 oz) Cheese Calzone (2 oz)	Crispito w/ chili and Cheese (2 oz) Fiesta Chili (2.25 oz) Ciabatta Pepperjack (2 oz)	Wings (2 oz) Turkey & Cheese Sandwich (2 oz) Vegan Chicken Sandwich (2 oz)	Chicken Alfredo (2 oz) Turkey Kielbasa (2 oz) Veggie Pinwheel (2 oz)	Sweet & Sour Chicken (2 oz) Teriyaki Chicken Sandwich (2 oz) Veggie Burger (2 oz)
Fruit: 2 1/2 cups weekly 1/2 cup daily minimum	1/2c Strawberries 1/2c Tropical Fruit 1/2 c Assorted Fresh Fruit	1/2c Diced Peaches 1/2 c Assorted Fresh Fruit	1/2c Fruit Cocktail 1/2 c Assorted Fresh Fruit	1/2c Pineapple Chunks 1/2 c Assorted Fresh Fruit	1/2c Mandarin Orange Cup 1/2 c Assorted Fresh Fruit
Vegetable: 3 3/4 cups weekly 3/4 cup daily minimum	3/4c	1 1/2c	3/4c	1 3/8c	1 c
Dark Green 1/2 cup weekly	1/2c Broccoli		1/8c (green lettuce)	1/8c (in pinwheel)	1/8c (green lettuce)
Red/Orange 3/4 cup weekly	1/8c (in Pizza) 1/8c (in Calzone)		1/8c (tomato)		1/8c (tomato)
Beans, Peas (Legumes) 1/2 cup weekly		1/2c (in chili)		1/2c Baked Beans	
Starchy 1/2 cup weekly		1/2c Baked Potato	1/2c Fries		1/2c Potato Wedges
Other 1/2 cup weekly		1/2c Green Beans		1/2c Tuscan Blend 1/4c (in alfredo)	1/2c Stir Fried Vegetables
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Pepperoni Pizza Slice (2 oz) Hot Turkey Ham & Cheese (2 oz) Cheese Calzone (2 oz)	Crispito w/ chili and Cheese (2 oz) Ciabatta Pepperjack (2 oz) Cornbread (2 oz)	Turkey & Cheese Sandwich (2 oz) Vegan Chicken Sandwich (3 oz) Dinner Roll (2 oz)	Chicken Alfredo (1 oz) Turkey Kielbasa (2 oz) Veggie Pinwheel (2.25 oz)	Sweet & Sour Chicken (1 oz) Teriyaki Chicken Sandwich (2 oz) Veggie Burger (2 oz) Hawaiian Roll (1 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Pepperoni Pizza Slice (2 oz) Hot Turkey Ham & Cheese (2 oz) Cheese Calzone (2 oz)	Crispito w/ chili and Cheese (1 oz) Ciabatta Pepperjack (2 oz) Cornbread (2 oz)	Turkey & Cheese Sandwich (2 oz) Vegan Chicken Sandwich (3 oz) Dinner Roll (2 oz)	Chicken Alfredo (1 oz) Turkey Kielbasa (2 oz) Veggie Pinwheel (2 oz)	Sweet & Sour Chicken (1 oz) Teriyaki Chicken Sandwich (2 oz) Veggie Burger (2 oz) Hawaiian Roll (1 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 2 - LUNCH PreK					
	Day 6	Day 7	Day 8	Day 9	Day 10
Component	Monday Chicken & Waffles (5 nuggets, 1 waffle) Supreme Pizza (1 ea) Cheese Croissant (1ea) Crinkle Fries (1/2c) Green Beans (1/2c) Pear Cup (1/2c) Frozen Peach Cup (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Tuesday BBQ Pork Sandwich (1ea) Hamburger/Cheeseburger (1ea) Cheese Pizza (1 ea) Baked Beans (1/2c) Potato Tots (1/2c) Sandwich Trimmings (1 serving) Canned Peaches (1/2c) Mixed Berry Cup (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Wednesday Turkey w/ Gravy (2.82 oz) Teriyaki Chicken Sandwich Yogurt Blast Basket Orange Glazed Carrots (1/2c) Mashed Potatoes w/ Gravy (1/2c) Mandarin Orange Cup (1/2c) Roll (2 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Thursday 901 Nachos (~22 chips; 3.5oz chicken & sauce) Deli Chicken Sandwich (1ea) Bean Burrito (1ea) Fiesta Beans (1/2c) Roasted Broccoli (1/2c) Fruit Cocktail (1/2c) Milk Variety (1c) Sandwich Trimming (1 serving) Assorted Fresh Fruit (1/2c)	Friday Oven Fried/Roasted Chicken (1 serving) Cobb or Chef Salad (1 ea) Veggie Nuggets (5 nuggets) Black Eyed Peas (1/2c) Canned Sweet Potatoes (1/2c) Tropical Fruit Cup (1/2c) Cornbread (2 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Chicken (2 oz) Supreme Pizza (2 oz) Cheese Croissant (2 oz)	BBQ Pork Sandwich (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Turkey w/ Gravy (2 oz) Teriyaki Chicken Sandwich (2 oz) Yogurt Basket (2 oz)	901 Nachos (2 oz) Deli Chicken Sandwich (2 oz) Bean Burrito (2 oz)	Chicken (2 oz) Cobb/Chef Salad (2 oz) Veggie Nuggets (2 oz)
Fruit: 2 1/2 cups weekly 1/2 cup daily minimum	1/2c Pears 1/2c Peaches 1/2 c Assorted Fresh Fruit	1/2c Peaches 1/2c Mixed Berries 1/2 c Assorted Fresh Fruit	1/2c Mandarin Oranges 1/2 c Assorted Fresh Fruit	1/2c Fruit Cocktail 1/2 c Assorted Fresh Fruit	1/2c Tropical Fruit 1/2 c Assorted Fresh Fruit
Vegetable: 3 3/4 cups weekly 3/4 cup daily minimum	1 3/8c	1 3/8c	1c	1 1/4 c	2 3/4c
Dark Green 1/2 cup weekly		1/8c (green lettuce)		1/2c Broccoli 1/8c (green lettuce)	1/2c (in salad)
Red/Orange 3/4 cup weekly	1/4c (in pizza)	1/8c (in pizza) 1/8c (tomato)	1/2c Carrots	1/8c (tomato)	1/2c Sweet Potatoes 1/2c (in salad)
Beans, Peas (Legumes) 1/2 cup weekly		1/2c Baked Beans		1/2c Fiesta Beans	1/2c Black Eyed Peas
Starchy 1/2 cup weekly	1/2c Fries	1/2c Potato Tots	1/2c Mashed Potatoes		
Weekly	1/2c Green Beans 1/8c (in pizza)				3/4c (in salad)
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Chicken and Waffles (2 oz) Supreme Pizza (2 oz) Cheese Croissant (2 oz)	BBQ Pork Sandwich (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Teriyaki Chicken Sandwich (2 oz) Yogurt Basket (2 oz) Dinner Roll (2 oz)	901 Nachos (2 oz) Deli Chicken Sandwich (2 oz) Bean Burrito (2 oz)	Oven Fried Chicken (.75 oz) Cornbread (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Chicken and Waffles (2 oz) Supreme Pizza (2 oz) Cheese Croissant (2 oz)	BBQ Pork Sandwich (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Teriyaki Chicken Sandwich (2 oz) Yogurt Basket (2 oz) Dinner Roll (2 oz)	901 Nachos (2 oz) Deli Chicken Sandwich (2 oz) Bean Burrito (2 oz)	Oven Fried Chicken (.75 oz) Cornbread (2 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 3 - LUNCH PreK					
Component	Day 11 Monday	Day 12 Tuesday	Day 13 Wednesday	Day 14 Thursday	Day 15 Friday
	Chili Puff Pastry (1ea) Teriyaki Chicken Sandwich (1 ea) Soy Butter Jammer Meal (1 meal) Tuscan Blend Vegetables (1/2c) Pear Cup (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Chicken Alfredo (1c) Chicken Tenders (3 ea) Veggie Pinwheel (1 ea) Steamed Crinkle Carrots (1/2c) Baked Beans (1/2c) Pineapple Chunks (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Chipotle Beef Nachos (2.2oz meat & 22 chips) Homestyle Turkey Croissant (1ea) Ciabatta Pepperjack (1ea) Ranchero Beans (1/2c) Strawberry Cup (1/2c) Sandwich Trimming (1 serving) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Supreme Pizza (1ea) Hamburger/Cheeseburger(1ea) Cheese Pizza (1 slice) Sweet Potato Fries (1/2c) Green Beans (1/2c) Canned Peaches (1/2c) Milk Variety (1c) Sandwich Trimming (1 serving) Assorted Fresh Fruit (1/2c)	Chicken Spaghetti (1c) Fish Sandwich (1 ea) Veggie Chicken Spaghetti (1c) Italian Spinach (1/2c) Romaine Salad (1/2c) Tropical Fruit Cup (1/2c) Hawaiian Roll (1 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Chili Puff Pastry (2 oz) Teriyaki Chicken Sandwich (2 oz) Soy Butter Jammer Meal (2 oz)	Chicken Alfredo (2 oz) Chicken Tenders (2 oz) Veggie Pinwheel (2 oz)	Chipotle Beef Nachos (2 oz) Homestyle Turkey Croissant (2 oz) Ciabatta Pepperjack (2 oz)	Supreme Pizza (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Chicken Spaghetti (2 oz) Fish Sandwich (2 oz) Veggie Chicken Spaghetti (2 oz)
Fruit: 2 1/2 cups weekly 1/2 cup daily minimum	1/2c Pears 1/2 c Assorted Fresh Fruit	1/2c Pineapple 1/2 c Assorted Fresh Fruit	1/2c Strawberries 1/2 c Assorted Fresh Fruit	1/2c Peaches 1/2 c Assorted Fresh Fruit	1/2c Tropical Fruit 1/2 c Assorted Fresh Fruit
Vegetable: 3 3/4 cups weekly 3/4 cup daily minimum	1/2c	1 1/8c	3/4c	1 3/8c	1c
Dark Green 1/2 cup weekly		1/8c (in pinwheel)	1/8c (green lettuce)	1/8c (green lettuce)	1/2c Italian Spinach 1/4c Romaine Salad
Red/Orange 3/4 cup weekly		1/2c Carrots	1/8c (tomato)	1/2c Sweet Potato Fries 1/4c (in pizza) 1/8c (in pizza) 1/8c (tomato)	
Beans, Peas (Legumes) 1/2 cup weekly		1/2c Baked Beans	1/2c Ranchero Beans		
Starchy 1/2 cup weekly					
Other 1/2 cup weekly	1/2c Tuscan Blend			1/2c Green Beans	1/4c Romaine Salad
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Chili Puff Pastry (2 oz) Teriyaki Chicken Sandwich (2 oz) Soy Butter Jammer Meal (2 oz)	Chicken Alfredo (1 oz) Chicken Tenders (1 oz) Veggie Pinwheel (2.25 oz)	Chipotle Beef Nachos (2 oz) Homestyle Turkey Croissant (2 oz) Ciabatta Pepperjack (2 oz)	Supreme Pizza (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Chicken Spaghetti (2 oz) Fish Sandwich (2 oz) Veggie Chicken Spaghetti (1 oz) Hawaiian Roll (1 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Chili Puff Pastry (2 oz) Teriyaki Chicken Sandwich (2 oz) Soy Butter Jammer Meal (2 oz)	Chicken Alfredo (1 oz) Chicken Tenders (1 oz) Veggie Pinwheel (2.25 oz)	Chipotle Beef Nachos (2 oz) Homestyle Turkey Croissant (2 oz) Ciabatta Pepperjack (2 oz)	Supreme Pizza (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Chicken Spaghetti (2 oz) Fish Sandwich (2 oz) Veggie Chicken Spaghetti (1 oz) Hawaiian Roll (1 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Food-based Meal Pattern 21-day cycle Menu

WEEK 1 - BREAKFAST K-12					
	Day 1	Day 2	Day 3	Day 4	Day 5
Component	Monday French Toast Sticks (3 sticks) Breakfast Donut (3 oz) Cereal (2 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Tuesday Breakfast Wrap (2.5 oz) Toaster Pastry (1) Cereal (2 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Wednesday Chicken Biscuit (1) Yogurt w/ granola (4 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Thursday Sausage and Waffles (1 sausage and 1 waffle) Breakfast Bun (2.75 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Friday Breakfast Calzone (1 ea) Lemon Loaf (1 ea) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: no weekly or daily minimum for breakfast	French Toast Sticks (1 oz)	Breakfast Wrap (1 oz)	Chicken Biscuit (1 oz) Yogurt w/ granola (1 oz)	Sausage and Waffles (1 oz)	Breakfast Calzone (1 oz)
Fruit: 5 cups weekly 1/2 cup daily minimum	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)
Vegetable: no weekly or daily minimum for breakfast					
Dark Green no weekly or daily minimum for breakfast					
Red/Orange no weekly or daily minimum for breakfast					
Beans, Peas (Legumes) no weekly or daily minimum for breakfast					
Starchy no weekly or daily minimum for breakfast					
Other no weekly or daily minimum for breakfast					
Grains: 7-9 ounce equivalent weekly (K-12) 1 ounce equivalent daily minimum	French Toast Sticks (1 oz) Breakfast Donut (2 oz) Cereal (2 oz)	Breakfast Wrap (1 oz) Toaster Pastry (2 oz) Cereal (2 oz)	Chicken Biscuit (2 oz) Yogurt w/ granola (1 oz) Cereal (2 oz)	Sausage and Waffles (1 oz) Breakfast Bun (2 oz) Cereal (2 oz)	Breakfast Calzone (1.5 oz) Lemon Loaf (2 oz) Cereal (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	French Toast Sticks (1 oz) Breakfast Donut (2 oz) Cereal (2 oz)	Breakfast Wrap (1 oz) Toaster Pastry (2 oz) Cereal (2 oz)	Chicken Biscuit (2 oz) Yogurt w/ granola (1 oz) Cereal (2 oz)	Sausage and Waffles (1 oz) Breakfast Bun (2 oz) Cereal (2 oz)	Breakfast Calzone (1.5 oz) Lemon Loaf (2 oz) Cereal (2 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Food-based Meal Pattern 21-day cycle Menu

WEEK 2 - BREAKFAST K-12					
	Day 6	Day 7	Day 8	Day 9	Day 10
Component	Monday	Tuesday	Wednesday	Thursday	Friday
	Pancake Bites (3 ea) Vanilla Belgian Waffle (1 ea) Cereal (2 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Turkey Ham & Cheese Croissant (1 ea) Banana Loaf (1) Cereal (2 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Sausage Biscuit (1) Yogurt w/ granola (4 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Stuffed Hashbrown (1 ea) Fun n Fruity Waffle (1 ea) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Pancake Sandwich (1 ea) Toaster Pastry (1 ea) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: no weekly or daily minimum for breakfast	Pancake Bites (1 oz)	Turkey Ham & Cheese Croissant (1 oz)	Sausage Biscuit (1 oz) Yogurt w/ granola (1 oz)	Stuffed Hashbrown (1 oz)	Pancake Sandwich (1 oz)
Fruit: 5 cups weekly 1/2 cup daily minimum	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)
Vegetable: no weekly or daily minimum for breakfast					
Dark Green no weekly or daily minimum for breakfast					
Red/Orange no weekly or daily minimum for breakfast					
Beans, Peas (Legumes) no weekly or daily minimum for breakfast					
Starchy no weekly or daily minimum for breakfast					
Other no weekly or daily minimum for breakfast					
Grains: 7-9 ounce equivalent weekly (K-12) 1 ounce equivalent daily minimum	Pancake Bites (1 oz) Vanilla Belgian Waffle (2 oz) Cereal (2 oz)	Turkey Ham & Cheese Croissant (1 oz) Banana Loaf (2 oz) Cereal (2 oz)	Sausage Biscuit (2 oz) Yogurt w/ granola (1 oz) Cereal (2 oz)	Stuffed Hashbrown (1 oz) Fun n Fruity Waffle (2 oz) Cereal (2 oz)	Pancake Sandwich (1 oz) Toaster Pastry (2 oz) Cereal (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Pancake Bites (1 oz) Vanilla Belgian Waffle (2 oz) Cereal (2 oz)	Turkey Ham & Cheese Croissant (1 oz) Banana Loaf (2 oz) Cereal (2 oz)	Sausage Biscuit (2 oz) Yogurt w/ granola (1 oz) Cereal (2 oz)	Stuffed Hashbrown (1 oz) Fun n Fruity Waffle (2 oz) Cereal (2 oz)	Pancake Sandwich (1 oz) Toaster Pastry (2 oz) Cereal (2 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 3 - BREAKFAST K-12					
	<i>Day 11</i>	<i>Day 12</i>	<i>Day 13</i>	<i>Day 14</i>	<i>Day 15</i>
Component	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
	Breakfast Pizza (1 ea) Blueberry Muffin (1 ea) Cereal (2 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Sausage Bagel (1 ea) Lemon Loaf (1) Cereal (2 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Egg Bite w/ Biscuit (1 ea) Yogurt w/ granola (4 oz) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Breakfast Calzone (1 ea) Apple Cinnamon Bar (1 ea) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Breakfast Bowl (1 ea) Sweet Potato Cinnamon Roll (1 ea) Juice Variety (4 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: no weekly or daily minimum for breakfast	Breakfast Pizza (1 oz)	Sausage Bagel (1 oz)	Egg Bite w/ Biscuit (1.5 oz) Yogurt w/ granola (1 oz)	Breakfast Calzone (1 oz)	Breakfast Bowl (1 oz)
Fruit: 5 cups weekly 1/2 cup daily minimum	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)	1/2 c Assorted Fresh Fruit Juice Variety (4 oz)
Vegetable: no weekly or daily minimum for breakfast					
Dark Green no weekly or daily minimum for breakfast					
Red/Orange no weekly or daily minimum for breakfast					
Beans, Peas (Legumes) no weekly or daily minimum for breakfast					
Starchy no weekly or daily minimum for breakfast					
Other no weekly or daily minimum for breakfast					
Grains: 7-9 ounce equivalent weekly (K-12) 1 ounce equivalent daily minimum	Breakfast Pizza (1 oz) Blueberry Muffin (2 oz) Cereal (2 oz)	Sausage Bagel (1 oz) Lemon Loaf (2 oz) Cereal (2 oz)	Egg Bite w/ Biscuit (2 oz) Yogurt w/ granola (1 oz) Cereal (2 oz)	Breakfast Calzone (1 oz) Apple Cinnamon Bar (2 oz) Cereal (2 oz)	Breakfast Bowl (1 oz) Sweet Potato Cinnamon Roll (2 oz) Cereal (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Breakfast Pizza (1 oz) Blueberry Muffin (2 oz) Cereal (2 oz)	Sausage Bagel (1 oz) Lemon Loaf (2 oz) Cereal (2 oz)	Egg Bite w/ Biscuit (2 oz) Yogurt w/ granola (1 oz) Cereal (2 oz)	Breakfast Calzone (1 oz) Apple Cinnamon Bar (2 oz) Cereal (2 oz)	Breakfast Bowl (1 oz) Sweet Potato Cinnamon Roll (2 oz) Cereal (2 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 1 - LUNCH K-8					
Component	Day 1 <u>Monday</u>	Day 2 <u>Tuesday</u>	Day 3 <u>Wednesday</u>	Day 4 <u>Thursday</u>	Day 5 <u>Friday</u>
	Pepperoni Pizza Slice (1 ea) Hot Turkey Ham & Cheese (1 ea) Cheese Calzone (1 ea) Broccoli (1/2c) Corn (1/2c) Frozen Strawberry Cup (1/2c) Tropical Fruit Cup (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Crispito w/ Chili & Cheese (1 ea) Fiesta Chili (1c) Ciabatta Pepperjack (1 ea) Baked Potato w/ Trimmings (1/2c) Green Beans (1/2c) Diced Peach Cup (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Honey Gold Wings/Ranch Wings (4 ea) Turkey & Cheese Sandwich (1 ea) Vegan Chicken Sandwich (1 ea) Crinkle Fries (1/2c) Carroteenies w/ Ranch (1/2c) Fruit Cocktail (1/2c) Cornbread (2oz) Sandwich Trimmings (1 serving) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Chicken Alfredo (1c) Turkey Kielbasa (1 ea) Veggie Pinwheel (1 ea) Tuscan Blend Vegetables (1/2c) Baked Beans (1/2c) Pineapple Chunks (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Sweet & Sour Chicken (~10 pieces) Teriyaki Chicken Sandwich (1 ea) Veggie Burger (1 ea) Potato Wedges (1/2c) Stir Fried Vegetables (1/2c) Mandarin Orange Cup (1/2c) Hawaiian Roll (1oz) Sandwich Trimmings (1 serving) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Pepperoni Pizza Slice (2 oz) Hot Turkey Ham & Cheese (2 oz) Cheese Calzone (2 oz)	Crispito w/ chili and Cheese (2 oz) Fiesta Chili (2.25 oz) Ciabatta Pepperjack (2 oz)	Wings (2 oz) Turkey & Cheese Sandwich (2 oz) Vegan Chicken Sandwich (2 oz)	Chicken Alfredo (2 oz) Turkey Kielbasa (2 oz) Veggie Pinwheel (2 oz)	Sweet & Sour Chicken (2 oz) Teriyaki Chicken Sandwich (2 oz) Veggie Burger (2 oz)
Fruit: 2 1/2 cups weekly 1/2 cup daily minimum	1/2c Strawberries 1/2c Tropical Fruit 1/2 c Assorted Fresh Fruit	1/2c Diced Peaches 1/2 c Assorted Fresh Fruit	1/2c Fruit Cocktail 1/2 c Assorted Fresh Fruit	1/2c Pineapple Chunks 1/2 c Assorted Fresh Fruit	1/2c Mandarin Orange Cup 1/2 c Assorted Fresh Fruit
Vegetable: 3 3/4 cups weekly 3/4 cup daily minimum	1 1/4c	1 1/2c	1 1/4c	1 3/8c	1 c
Dark Green 1/2 cup weekly	1/2c Broccoli		1/8c (green lettuce)	1/8c (in pinwheel)	1/8c (green lettuce)
Red/Orange 3/4 cup weekly	1/8c (in Pizza) 1/8c (in Calzone)		1/2c Carrots 1/8c (tomato)		1/8c (tomato)
Beans, Peas (Legumes) 1/2 cup weekly		1/2c (in chili)		1/2c Baked Beans	
Starchy 1/2 cup weekly	1/2c Corn	1/2c Baked Potato	1/2c Fries		1/2c Potato Wedges
Other 1/2 cup weekly		1/2c Green Beans		1/2c Tuscan Blend 1/4c (in alfredo)	1/2c Stir Fried Vegetables
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Pepperoni Pizza Slice (2 oz) Hot Turkey Ham & Cheese (2 oz) Cheese Calzone (2 oz)	Crispito w/ chili and Cheese (2 oz) Ciabatta Pepperjack (2 oz)	Turkey & Cheese Sandwich (2 oz) Vegan Chicken Sandwich (3 oz) Cornbread (2 oz)	Chicken Alfredo (1 oz) Turkey Kielbasa (2 oz) Veggie Pinwheel (2.25 oz)	Sweet & Sour Chicken (1 oz) Teriyaki Chicken Sandwich (2 oz) Veggie Burger (2 oz) Hawaiian Roll (1 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Pepperoni Pizza Slice (2 oz) Hot Turkey Ham & Cheese (2 oz) Cheese Calzone (2 oz)	Crispito w/ chili and Cheese (1 oz) Ciabatta Pepperjack (2 oz)	Turkey & Cheese Sandwich (2 oz) Vegan Chicken Sandwich (3 oz) Cornbread (2 oz)	Chicken Alfredo (1 oz) Turkey Kielbasa (2 oz) Veggie Pinwheel (2 oz)	Sweet & Sour Chicken (1 oz) Teriyaki Chicken Sandwich (2 oz) Veggie Burger (2 oz) Hawaiian Roll (1 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 2 - LUNCH K-8					
Component	Day 6 <u>Monday</u>	Day 7 <u>Tuesday</u>	Day 8 <u>Wednesday</u>	Day 9 <u>Thursday</u>	Day 10 <u>Friday</u>
	Chicken & Waffles (5 nuggets, 1 waffle) Supreme Pizza (1 ea) Cheese Croissant (1ea) Crinkle Fries (1/2c) Green Beans (1/2c) Pear Cup (1/2c) Frozen Peach Cup (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	BBQ Pork Sandwich (1ea) Hamburger/Cheeseburger (1ea) Cheese Pizza (1 ea) Baked Beans (1/2c) Potato Tots (1/2c) Coleslaw (1/4c) Sandwich Trimmings (1 serving) Canned Peaches (1/2c) Mixed Berry Cup (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Turkey w/ Gravy (2.82 oz) Teriyaki Chicken Sandwich Yogurt Blast Basket Orange Glazed Carrots (1/2c) Mashed Potatoes w/ Gravy (1/2c) Mandarin Orange Cup (1/2c) Roll (2 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	901 Nachos (~22 chips; 3.5oz chicken & sauce) Deli Chicken Sandwich (1ea) Bean Burrito (1ea) Fiesta Beans (1/2c) Roasted Broccoli (1/2c) Mexicali Corn (1/2c) Fruit Cocktail (1/2c) Milk Variety (1c) Sandwich Trimming (1 serving) Assorted Fresh Fruit (1/2c)	Oven Fried/Roasted Chicken (1 serving) Cobb or Chef Salad (1 ea) Veggie Nuggets (5 nuggets) Black Eyed Peas (1/2c) Canned Sweet Potatoes (1/2c) Tropical Fruit Cup (1/2c) Cornbread (2 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Chicken (2 oz) Supreme Pizza (2 oz) Cheese Croissant (2 oz)	BBQ Pork Sandwich (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Turkey w/ Gravy (2 oz) Teriyaki Chicken Sandwich (2 oz) Yogurt Basket (2 oz)	901 Nachos (2 oz) Deli Chicken Sandwich (2 oz) Bean Burrito (2 oz)	Chicken (2 oz) Cobb/Chef Salad (2 oz) Veggie Nuggets (2 oz)
Fruit: 2 1/2 cups weekly 1/2 cup daily minimum	1/2c Pears 1/2c Peaches 1/2 c Assorted Fresh Fruit	1/2c Peaches 1/2c Mixed Berries 1/2 c Assorted Fresh Fruit	1/2c Mandarin Oranges 1/2 c Assorted Fresh Fruit	1/2c Fruit Cocktail 1/2 c Assorted Fresh Fruit	1/2c Tropical Fruit 1/2 c Assorted Fresh Fruit
Vegetable: 3 3/4 cups weekly 3/4 cup daily minimum	1 3/8c	2 1/8c	1c	1 3/4 c	2 3/4c
Dark Green 1/2 cup weekly		1/8c (green lettuce)		1/2c Broccoli 1/8c (green lettuce)	1/2c (in salad)
Red/Orange 3/4 cup weekly	1/4c (in pizza)	1/8c (in pizza) 1/8c (tomato)	1/2c Carrots	1/8c (tomato)	1/2c Sweet Potatoes 1/2c (in salad)
Beans, Peas (Legumes) 1/2 cup weekly		1/2c Baked Beans		1/2c Fiesta Beans	1/2c Black Eyed Peas
Starchy 1/2 cup weekly	1/2c Fries	1/2c Potato Tots	1/2c Mashed Potatoes	1/2c Corn	
Other 1/2 cup weekly	1/2c Green Beans 1/8c (in pizza)	1/4c Coleslaw			3/4c (in salad)
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Chicken and Waffles (2 oz) Supreme Pizza (2 oz) Cheese Croissant (2 oz)	BBQ Pork Sandwich (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Teriyaki Chicken Sandwich (2 oz) Yogurt Basket (2 oz) Dinner Roll (2 oz)	901 Nachos (2 oz) Deli Chicken Sandwich (2 oz) Bean Burrito (2 oz)	Oven Fried Chicken (.75 oz) Cornbread (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Chicken and Waffles (2 oz) Supreme Pizza (2 oz) Cheese Croissant (2 oz)	BBQ Pork Sandwich (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Teriyaki Chicken Sandwich (2 oz) Yogurt Basket (2 oz)	901 Nachos (2 oz) Deli Chicken Sandwich (2 oz) Bean Burrito (2 oz)	Oven Fried Chicken (.75 oz) Cornbread (2 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 3 - LUNCH K-8					
Component	Day 11	Day 12	Day 13	Day 14	Day 15
	Monday	Tuesday	Wednesday	Thursday	Friday
	Chili Puff Pastry (1ea) Teriyaki Chicken Sandwich (1 ea) Soy Butter Jammer Meal (1 meal) Tuscan Blend Vegetables (1/2c) Whole Kernel Corn (1/2c) Pear Cup (1/2c) Milk Variety (1c)	Chicken Alfredo (1c) Turkey Kielbasa (1 ea) Veggie Pinwheel (1 ea) Steamed Crinkle Carrots (1/2c) Baked Beans (1/2c) Pineapple Chunks (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Chipotle Beef Nachos (2.2oz meat & 22 chips) Homestyle Turkey Croissant (1ea) Ciabatta Pepperjack (1ea) Corn & Jalapeno Blend (1/2c) Ranchero Beans (1/2c) Strawberry Cup (1/2c) Sandwich Trimming (1 serving) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Supreme Pizza (1ea) Hamburger/Cheeseburger(1ea) Cheese Pizza (1 slice) Sweet Potato Fries (1/2c) Green Beans (1/2c) Canned Peaches (1/2c) Milk Variety (1c) Sandwich Trimming (1 serving) Assorted Fresh Fruit (1/2c)	Chicken Spaghetti (1c) Fish Sandwich (1 ea) Veggie Chicken Spaghetti (1c) Italian Spinach (1/2c) Romaine Salad (1/2c) Tropical Fruit Cup (1/2c) Hawaiian Roll (1 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Chili Puff Pastry (2 oz) Teriyaki Chicken Sandwich (2 oz) Soy Butter Jammer Meal (2 oz)	Chicken Alfredo (2 oz) Turkey Kielbasa (2 oz) Veggie Pinwheel (2 oz)	Chipotle Beef Nachos (2 oz) Homestyle Turkey Croissant (2 oz) Ciabatta Pepperjack (2 oz)	Supreme Pizza (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Chicken Spaghetti (2 oz) Fish Sandwich (2 oz) Veggie Chicken Spaghetti (2 oz)
Fruit: 2 1/2 cups weekly 1/2 cup daily minimum	1/2c Pears 1/2 c Assorted Fresh Fruit	1/2c Pineapple 1/2 c Assorted Fresh Fruit	1/2c Strawberries 1/2 c Assorted Fresh Fruit	1/2c Peaches 1/2 c Assorted Fresh Fruit	1/2c Tropical Fruit 1/2 c Assorted Fresh Fruit
Vegetable: 3 3/4 cups weekly 3/4 cup daily minimum	1c	1 1/8c	1 1/4c	1 3/8c	1c
Dark Green 1/2 cup weekly		1/8c (in pinwheel)	1/8c (green lettuce)	1/8c (green lettuce)	1/2c Italian Spinach 1/4c Romaine Salad
Red/Orange 3/4 cup weekly		1/2c Carrots	1/8c (tomato)	1/2c Sweet Potato Fries 1/4c (in pizza) 1/8c (in pizza) 1/8c (tomato)	
Beans, Peas (Legumes) 1/2 cup weekly		1/2c Baked Beans	1/2c Ranchero Beans		
Starchy 1/2 cup weekly	1/2c Corn				
Other 1/2 cup weekly	1/2c Tuscan Blend		1/2c Corn & Jalapeno Blend	1/2c Green Beans	1/4c Romaine Salad
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Chili Puff Pastry (2 oz) Teriyaki Chicken Sandwich (2 oz) Soy Butter Jammer Meal (2 oz)	Chicken Alfredo (1 oz) Turkey Kielbasa (2 oz) Veggie Pinwheel (2.25 oz)	Chipotle Beef Nachos (2 oz) Homestyle Turkey Croissant (2 oz) Ciabatta Pepperjack (2 oz)	Supreme Pizza (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Chicken Spaghetti (2 oz) Fish Sandwich (2 oz) Veggie Chicken Spaghetti (1 oz) Hawaiian Roll (1 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Chili Puff Pastry (2 oz) Teriyaki Chicken Sandwich (2 oz) Soy Butter Jammer Meal (2 oz)	Chicken Alfredo (1 oz) Turkey Kielbasa (2 oz) Veggie Pinwheel (2.25 oz)	Chipotle Beef Nachos (2 oz) Homestyle Turkey Croissant (2 oz) Ciabatta Pepperjack (2 oz)	Supreme Pizza (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Chicken Spaghetti (2 oz) Fish Sandwich (2 oz) Veggie Chicken Spaghetti (1 oz) Hawaiian Roll (1 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Food-based Meal Pattern 21-day cycle Menu

WEEK 1 - LUNCH 9-12					
Component	Day 1	Day 2	Day 3	Day 4	Day 5
	Monday	Tuesday	Wednesday	Thursday	Friday
	Pepperoni Pizza Slice (1 ea) Hot Turkey Ham & Cheese (1 ea) Cheese Calzone (1 ea) Broccoli (1/2c) Corn (1/2c) Frozen Strawberry Cup (1/2c) Tropical Fruit Cup (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Crispito w/ Chili & Cheese (1 ea) Fiesta Chili (1 c) Ciabatta Pepperjack (1 ea) Baked Potato w/ Trimmings (1/2c) Green Beans (1/2c) Diced Peach Cup (1/2c) Combread (2 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Buffalo/Honey Gold Wings/Ranch Wings (5 ea) Turkey & Cheese Sandwich (1 ea) Vegan Chicken Sandwich (1 ea) Crinkle Fries (1/2c) Carroteenies w/ Ranch (1/2c) Fruit Cocktail (1/2c) Dinner Roll (2 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Chicken Alfredo (1 cup) Turkey Kielbasa (1 ea) Veggie Pinwheel (1 ea) Tuscan Blend Vegetables (1/2 c) Baked Beans (1/2 c) Pineapple Chunks (1/2 c) WG Roll (1 ea)ty (1/2 c) Milk Variety (1c) Assorted Fresh Fruit (1/2 c)	Sweet & Sour Chicken (1 c) Spicy Chicken Sandwich (1 ea) Veggie Burger (1 ea) Potato Wedges (1/2 c) Stir Fry Vegetables (1/2 c) Mandarin Oranges (1/2 c) Stir Fry Rice (1/2 c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Pepperoni Pizza Slice (2 oz) Hot Turkey Ham & Cheese (2 oz) Cheese Calzone (2 oz)	Crispito w/ chili and Cheese (3.5 oz) Fiesta Chili (2.0 oz) Ciabatta Pepperjack (2 oz)	Wings (2.5 oz) Turkey & Cheese Sandwich (2 oz) Vegan Chicken Sandwich (2 oz)	Diced or Fajita Chicken (2 oz) Turkey Kielbasa (2 oz) Veggie Pinwheel (2 oz)	Sweet & Sour Chicken Pieces (10 ea) Spicy Chicken Patty (2 oz) Veggie Burger Patty (2 oz)
Fruit: 2 1/2 cups weekly 1/2 cup daily minimum	1/2c Strawberries 1/2c Tropical Fruit 1/2 c Assorted Fresh Fruit	1/2c Diced Peaches 1/2 c Assorted Fresh Fruit	1/2c Fruit Cocktail 1/2 c Assorted Fresh Fruit	1/2 c Pineapple Chunks 1/2 c Assorted Fresh Fruit	Mandarin Oranges (1/2 c) 1/2 c Assorted Fresh Fruit
Vegetable: 3 3/4 cups weekly 3/4 cup daily minimum	1 1/4c	1 1/4c			
Dark Green 1/2 cup weekly	1/2c Broccoli		1/8 c Green Lettuce		1/8 c Green Lettuce
Red/Orange 1 1/4 cup weekly	1/8c (in Pizza) 1/8c (in Calzone)	1/2 c Chili	1/2 c Carrots 1/8 c Sandwich Trimmings Tomato		1/8 c Sandwich Trimmings Lettuce 1/8 c Sandwich Trimmings
Beans, Peas (Legumes) 1/2 cup weekly		1/2 c (in chili)		1/2 c Baked Beans	
Starchy 1/2 cup weekly	1/2c Corn	1/2c Baked Potato	1/2c Fries		Potato Wedges (1/2 c)
Other 1/2 cup weekly		1/2c Green Beans		1/2 c Tuscan Blend Vegetables	Stir Fry Vegetables (1/2 c)
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8)	Pepperoni Pizza Slice (2 oz) Hot Turkey Ham & Cheese (2 oz) Cheese Calzone (2 oz)	Crispito w/ chili and Cheese (2 oz) Ciabatta Pepperjack (2 oz) Cornbread (2 oz)	Turkey & Cheese Sandwich (2 oz) Vegan Chicken Sandwich (2 oz) Dinner Roll (2 oz)	Gemelli Pasta (1 oz) WG Roll (2 oz) WG Hot Dog Bun (2 oz) Veggie Pinwheel (2 oz)	
Non-whole Grain-Rich					
Whole-Grain Rich	Pepperoni Pizza Slice (2 oz) Hot Turkey Ham & Cheese (2 oz) Cheese Calzone (2 oz)	Crispito w/ chili and Cheese (1 oz) Ciabatta Pepperjack (2 oz)	Turkey & Cheese Sandwich (2 oz) Vegan Chicken Sandwich (2 oz) Dinner Roll (2 oz)	Gemelli Pasta (1 oz) WG Roll (2 oz) WG Hot Dog Bun (2 oz)	Stir Fry Rice (1/2 c or 1 oz eq) Sweet & Sour Chicken (1 oz eq)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 2 - LUNCH 9-12					
Component	Day 6 <u>Monday</u>	Day 7 <u>Tuesday</u>	Day 8 <u>Wednesday</u>	Day 9 <u>Thursday</u>	Day 10 <u>Friday</u>
	Chicken & Waffles (1 serv) Supreme Pizza (1 ea) Cheese Croissant (1 ea) Crinkle Fries (1/2 c)	BBQ Pork Sandwich (1ea) Hamburger/Cheeseburger (1ea) Cheese Pizza (1 ea) Baked Beans (1/2c) Potato Tots (1/2c) Coleslaw (1/4c) Canned Peaches (1/2c) Mixed Berry Cup (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Turkey w/ Gravy (2.82 oz) Teriyaki Chicken Sandwich Yogurt Blast Basket Orange Glazed Carrots (1/2c) Mashed Potatoes w/ Gravy (1/2c) Mandarin Orange Cup (1/2c) Roll (2 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	901 Nachos (~22 chips; 3.5oz chicken & sauce) Deli Chicken Sandwich (1ea) Bean Burrito (1ea) Fiesta Beans (1/2c) Roasted Broccoli (1/2c) Mexicali Corn (1/2c) Fruit Cocktail (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Oven Fried/Roasted Chicken (1 serv) Cobb or Chef Salad (1 ea) Veggie Nuggets (5 nuggets) Black Eyed Peas (1/2c) Canned Sweet Potatoes (1/2c) Tropical Fruit Cup (1/2c) Cornbread (2 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Chicken (2 oz) Supreme Pizza (2 oz) Cheese Croissant (2 oz)	BBQ Pork Sandwich (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Turkey w/ Gravy (2 oz) Teriyaki Chicken Sandwich (2 oz) Yogurt Basket (2 oz)	901 Nachos (2 oz) Deli Chicken Sandwich (2 oz) Bean Burrito (2 oz)	Chicken (2 oz) Cobb/Chef Salad - Turkey (2 oz) Veggie Nuggets (2 oz)
Fruit: 2 1/2 cups weekly 1/2 cup daily minimum	1/2c Pears 1/2c Peaches 1/2 c Assorted Fresh Fruit	1/2c Peaches 1/2c Mixed Berries 1/2 c Assorted Fresh Fruit	1/2 c Mandarin Oranges 1/2 c Assorted Fresh Fruit	1/2 c Fruit Cocktail 1/2 c Assorted Fresh Fruit	1/2 c Tropical Fruit 1/2 c Assorted Fresh Fruit
Vegetable: 3 3/4 cups weekly 3/4 cup daily minimum	1 3/8c	1 3/8c	1c	1 1/2 c	2 3/4c
Dark Green 1/2 cup weekly				1/2 c Broccoli	1/2c (in salad)
Red/Orange 1 1/4 cup weekly	1/4c (in pizza)	1/8c (in pizza) 1/8 c Sandwich Trimmings Tomato 1/8 c Lettuce	1/2 c Carrots	1/8 c Sandwich Trimmings Tomato 1/8 c Lettuce	1/2c Sweet Potatoes 1/2 c Tomatoes in salad
Beans, Peas (Legumes) 1/2 cup weekly		1/2c Baked Beans		1/2c Fiesta Beans	1/2 c Black Eyed Peas
Starchy 1/2 cup weekly	1/2 c Fries	1/2 c Potato Tots	1/2 c Mashed Potatoes	1/2 c Corn	
Other 1/2 cup weekly	1/2c Green Beans 1/8c (in pizza)	1/4c Coleslaw			3/4c (in salad)
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Chicken and Waffles (2 oz) Supreme Pizza (2 oz) Cheese Croissant (2 oz)	Sandwich Buns (2 oz) Hamburger/Cheeseburger Bun (2 oz) Cheese Pizza (2 oz)	Sandwich Bun (2 oz) Granola (1 oz), Belly Bears (1 oz) Dinner Roll (2 oz)	Nachos Chips (2 oz) Sandwich Bread (2 oz) Bean Burrito (2 oz)	Oven Fried Chicken Breading (.75 oz) Cornbread (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Chicken and Waffles (2 oz) Supreme Pizza (2 oz) Cheese Croissant (2 oz)	BBQ Pork Sandwich (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Teriyaki Chicken Sandwich (2 oz) Yogurt Basket (2 oz) Dinner Roll (2 oz)	901 Nachos (2 oz) Deli Chicken Sandwich (2 oz) Bean Burrito (2 oz)	Oven Fried Chicken (.75 oz) Cornbread (2 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 3 - LUNCH 9 - 12					
Component	Day 11	Day 12	Day 13	Day 14	Day 15
	Monday Chili Puff Pastry (1ea) Teriyaki Chicken Sandwich (1 ea) Soy Butter Jammer Meal (1 meal) Tuscan Blend Vegetables (1/2c) Whole Kernel Corn (1/2c) Pear Cup (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Tuesday Chicken Alfredo (1c) Turkey Kielbasa (1 ea) Veggie Pinwheel (1 ea) Steamed Crinkle Carrots (1/2c) Baked Beans (1/2c) Pineapple Chunks (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Wednesday Chipotle Beef Nachos (2.2oz meat & 22 chips) Homestyle Turkey Croissant (1ea) Ciabatta Pepperjack (1ea) Corn & Jalapeno Blend (1/2c) Ranchero Beans (1/2c) Strawberry Cup (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Thursday Supreme/Bufalo Pizza (1 ea) Hamburger/Cheeseburger(1 ea) Cheese Pizza (1 slice) Sweet Potato Fries (1/2c) Green Beans (1/2c) Canned Peaches (1/2c) Milk Variety (1c) Assorted Fresh Fruit (1/2c)	Friday Chicken Spaghetti (1c) Fish Sandwich (1 ea) Veggie Chicken Spaghetti (1c) Italian Spinach (1/2c) Romaine Salad (1/2c) Tropical Fruit Cup (1/2c) WG Roll (2 oz) Milk Variety (1c) Assorted Fresh Fruit (1/2c)
Meat/Meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Chili Puff Pastry (2 oz) Teriyaki Chicken Sandwich (2 oz) Soy Butter Jammer Meal (2 oz)	Chicken Alfredo (2 oz) Turkey Kielbasa (2 oz) Veggie Pinwheel (2 oz)	Chipotle Beef Nachos (2 oz) Homestyle Turkey Croissant (2 oz) Ciabatta Pepperjack (2 oz)	Supreme Pizza (2 oz) Hamburger/Cheeseburger (2 oz) Cheese Pizza (2 oz)	Chicken Spaghetti (2 oz) Fish Sandwich (2 oz) Veggie Chicken Spaghetti (2 oz)
Fruit: 2 1/2 cups weekly 1/2 cup daily minimum	1/2c Pears 1/2 c Assorted Fresh Fruit	1/2c Pineapple 1/2 c Assorted Fresh Fruit	1/2 c Strawberries 1/2 c Assorted Fresh Fruit	1/2 c Peaches 1/2 c Assorted Fresh Fruit	1/2 c Tropical Fruit 1/2 c Assorted Fresh Fruit
Vegetable: 3 3/4 cups weekly 3/4 cup daily minimum	1c	1 1/8c	1 c	1 3/8c	1c
Dark Green 1/2 cup weekly		1/8 c (in pinwheel)	1/8 c Sandwich Trimmings Lettuce		1/2 c Italian Spinach 1/4 c Romaine Salad
Red/Orange 1 1/4 cup weekly		1/2c Carrots	1/8 c Sandwich Trimmings Tomato	1/2 c Sweet Potato Fries 1/4 c (in Supreme pizza) 1/8 c (in Cheese pizza)	
Beans, Peas (Legumes) 1/2 cup weekly		1/2 c Baked Beans	1/2c Ranchero Beans		
Starchy 1/2 cup weekly	1/2 c Corn				
Other 1/2 cup weekly	1/2 c Tuscan Blend		1/2c Corn & Jalapeno Blend	1/2c Green Beans	1/4c Romaine Salad
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Chili Puff Pastry (2 oz) Sandwich Bun (2 oz) Soy Butter Jammer Meal (2 oz)	Chicken Alfredo (1 oz) Hot Dog Bun (2 oz) Veggie Pinwheel (2.25 oz)	Nachos Chips (2 oz) Croissant (2 oz) Ciabatta Pepperjack (2 oz)	Supreme Pizza (2 oz) Sandwich Bun (2 oz) Cheese Pizza (2 oz)	Chicken Spaghetti (2 oz) Sandwich Bun (2 oz) Veggie Chicken Spaghetti (2 oz) WG Roll (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Chili Puff Pastry (2 oz) Sandwich Bun (2 oz) Soy Butter Jammer Meal (2 oz)	Chicken Alfredo (1 oz) Hot Dog Bun (2 oz) Veggie Pinwheel (2.25 oz)	Nachos Chips (2 oz) Croissant (2 oz) Ciabatta Pepperjack (2 oz)	Supreme Pizza (2 oz) Sandwich Bun (2 oz) Cheese Pizza (2 oz)	Chicken Spaghetti (2 oz) Sandwich Bun (2 oz) Veggie Chicken Spaghetti (2 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 1 - SNACK PreK					
Component Select 2 of the 5 components for a reimbursable meal	Day 1	Day 2	Day 3	Day 4	Day 5
	Monday	Tuesday	Wednesday	Thursday	Friday
	Turkey stick (1ea)	Vanilla yogurt (4 oz)	Carrot muffin (1 ea)	Nacho cheese chips (1)	Chocolate nut free
	Snack crackers (1 ea)	Honey graham	Milk (1c)	Orange juice (4 oz)	Honey graham
Apple juice (4oz)	Bottled water			Milk (1 c)	
Meat/Meat alternate:	1/2 ounce				
1/2 ounce					
Fruit:	1/2 cup			1/2 cup	
1/2 cup					
Vegetable:					
1/2 cup					
Beans, Peas					1/8 cup
1/8 cup					
Yogurt, plain or		2 oz or 1/4 cup			
2 ounces or 1/4 cup					
Nut or seed butters					
1 Tbsp					
Grains:	1/2 ounce	1/2 ounce	1/2 ounce	1/2 ounce	1/2 ounce
1/2 ounce					
Milk:			1 c White Skim Milk		1 c White Skim Milk
4 oz.			1 c 1% Milk		1 c 1% Milk
			1 c 1% Lactose Free		1 c 1% Lactose Free

WEEK 2 - SNACK PreK					
Component Select 2 of the 5 components for a reimbursable meal	Day 6	Day 7	Day 8	Day 9	Day 10
	Monday	Tuesday	Wednesday	Thursday	Friday
	Cheese crackers (1 ea)	Strawberry yogurt (4 oz)	Mozzarella cheese stick (1 ea)	1/2 Turkey sandwich w/ cheese	Chocolate nut free butter spread (1ea)
	Apple juice (4oz)	Honey graham crackers (3 crackers)	Honey graham crackers (3 crackers)	Fruit flavored vegetable juice(4 oz)	Bear grahams (1 pkg)
	Bottled water	Milk (1c)		Milk (1 c)	
Meat/Meat alternate:			1/2 ounce	1/2 ounce	
1/2 ounce					
Fruit:	1/2 cup				
1/2 cup					
Vegetable:				1/2 cup	
1/2 cup					
Beans, Peas (Legumes)					1/8 cup
1/8 cup					
Yogurt, plain or flavored, unsweetened or sweetened		2 oz or 1/4 cup			
2 ounces or 1/4 cup					
Nut or seed butters					
1 Tbsp					
Grains:	1/2 ounce	1/2 ounce	1/2 ounce	1/2 ounce	1/2 ounce
1/2 ounce					
Milk:			1 c White Skim Milk		1 c White Skim Milk
4 oz.			1 c 1% Milk		1 c 1% Milk
			1 c 1% Lactose Free		1 c 1% Lactose Free

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 3 - SNACK PreK					
Component	Day 11	Day 12	Day 13	Day 14	Day 15
Select 2 of the 5 components for a reimburseable meal	Monday	Tuesday	Wednesday	Thursday	Friday
	Turkey stick (1ea)	Vanilla yogurt (4 oz)	Carrot muffin (1 ea)	Cheese crackers (1 ea)	Chocolate nut free butter spread (1ea)
	Snack crackers (1 ea)	Honey graham crackers (3 crackers)	Milk (1c)	Orange juice (4 oz)	Honey graham crackers (3 crackers)
	Apple juice (4oz)	Bottled water			Milk (1 c)
Meat/Meat alternate:	1/2 ounce				
1/2 ounce					
Fruit:	1/2 cup			1/2 cup	
1/2 cup					
Vegetable:					
1/2 cup					
Beans, Peas (Legumes)					1/8 cup
1/8 cup					
Yogurt, plain or flavored, unsweetened or sweetened		2 oz or 1/4 cup			
2 ounces or 1/4 cup					
Nut or seed butters					
1 Tbsp					
Grains:	1/2 ounce	1/2 ounce	1/2 ounce	1/2 ounce	1/2 ounce
1/2 ounce					
Milk:			1 c White Skim Milk		1 c White Skim Milk
4 oz.			1 c 1% Milk		1 c 1% Milk
			1 c 1% Lactose Free		1 c 1% Lactose Free

WEEK 4 - SNACK PreK						
Component	Day 16	Day 17	Day 18	Day 19	Day 20	Day 21
Select 2 of the 5 components for a reimburseable meal	Monday	Tuesday	Wednesday	Thursday	Friday	Monday
	Cheese crackers (1 ea)	Strawberry yogurt (4 oz)	Mozzarella cheese stick (1 ea)	1/2 Turkey sandwich w/ cheese	Chocolate nut free butter spread (1ea)	Turkey stick (1ea)
	Apple juice (4oz)	Honey graham crackers (3 crackers)	Honey graham crackers (3 crackers)	Fruit flavored vegetable juice(4 oz)	Bear grahams (1 pkg)	Snack crackers (1 ea)
		Bottled water	Milk (1c)		Milk (1 c)	Apple juice (4oz)
Meat/Meat alternate:			1/2 ounce	1/2 ounce		1/2 ounce
1/2 ounce						
Fruit:	1/2 cup					1/2 cup
1/2 cup						
Vegetable:				1/2 cup		
1/2 cup						
Beans, Peas (Legumes)					1/8 cup	
1/8 cup						
Yogurt, plain or flavored, unsweetened or sweetened		2 oz or 1/4 cup				
2 ounces or 1/4 cup						
Nut or seed butters						
1 Tbsp						
Grains:	1/2 ounce	1/2 ounce	1/2 ounce	1/2 ounce	1/2 ounce	1/2 ounce
1/2 ounce						
Milk:			1 c White Skim Milk		1 c White Skim Milk	
4 oz.			1 c 1% Milk		1 c 1% Milk	
			1 c 1% Lactose Free		1 c 1% Lactose Free	

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 1 - SUPPER					
Component	Day 1 Monday	Day 2 Tuesday	Day 3 Wednesday	Day 4 Thursday	Day 5 Friday
	Turkey Pretzel Dog (1 ea) Crinkle Cut Carrots (1/2c) Mixed Fruit Cup (1/2c) Milk Variety (1c)	Crispy Chicken Tenders (3 ea) Potato Tots (1/2c) Diced Peach Cup (1/2c) Milk Variety (1c)	Pepperoni Mini Bagels (4 ea) Broccoli Snack (1/2c) Fresh Gala Apple (1/2c) Milk Variety (1c)	Grilled Chicken Sandwich (1 ea) Potato Wedges (1/2c) Frozen Strawberry Cup (1/2c) Milk Variety (1c)	Turkey Ham & Cheese Croissant (1 ea) Tomato Snack (1/2c) Frozen Mixed Berry Cup (1/2c) Milk Variety (1c)
Meat/Meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent	Turkey Pretzel Dog (2 oz)	Crispy Chicken Tenders (2 oz)	Pepperoni Mini Bagels (2 oz)	Grilled Chicken Sandwich (2 oz)	Turkey Ham & Cheese Croissant (2 oz)
Fruit: 2 1/2 cups weekly 1/2 cup daily minimum	1/2c Mixed Fruit	1/2c Diced Peaches	1/2c Fresh Gala Apple	1/2c Strawberry Cup	1/2c Mixed Berry Cup
Vegetable: 3 3/4 cups weekly 3/4 cup daily minimum	1/2c	1/2c	1/2c	1/2c	1/2c
Dark Green 1/2 cup weekly			1/2c Broccoli		
Red/Orange 3/4 cup weekly	1/2c Carrots		1/8c in Mini Bagels		1/2c Tomato Snack
Beans, Peas (Legumes) 1/2 cup weekly					
Starchy 1/2 cup weekly		1/2c Potato Tots		1/2c Potato Wedges	
Other 1/2 cup weekly				1/2c Tuscan Blend 1/4c (in alfredo)	
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent	Turkey Pretzel Dog (2 oz)	Crispy Chicken Tenders (1 oz)	Pepperoni Mini Bagels (2 oz)	Grilled Chicken Sandwich (2 oz)	Turkey Ham & Cheese Croissant (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Turkey Pretzel Dog (2 oz)	Crispy Chicken Tenders (1 oz)	Pepperoni Mini Bagels (2 oz)	Grilled Chicken Sandwich (2 oz)	Turkey Ham & Cheese Croissant (2 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu


WEEK 2 - SUPPER					
	<i>Day 6</i>	<i>Day 7</i>	<i>Day 8</i>	<i>Day 9</i>	<i>Day 10</i>
Component	Monday	Tuesday	Wednesday	Thursday	Friday
	Deli Trio Sandwich (1 ea) Corn (1/2c) Frozen Strawberry Cup (1/2c) Sandwich Trimmings (1 serving) Milk Variety (1c)	Mini Cheeseburger Twins (1 ea) Potato Wedges (1/2c) Diced Pear Cup (1/2c) Milk Variety (1c)	Chicken Nuggets (4 ea) Green Beans (1/2c) Diced Peach Cup (1/2c) Milk Variety (1c)	BBQ Pork Sandwich (1 ea) Baked Beans (1/2c) Diced Pear Cup (1/2c) Milk Variety (1c)	Turkey Kielbasa (1 ea) Potato Wedges (1/2c) Frozen Mixed Berry Cup (1/2c) Milk Variety (1c)
Meat/Meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8)	Deli Trio Sandwich (2 oz)	Mini Cheeseburger Twins(2 oz)	Chicken Nuggets (2 oz)	BBQ Pork Sandwich (2 oz)	Turkey Kielbasa (2 oz)
Fruit: 2 1/2 cups weekly 1/2 cup daily minimum	1/2c Strawberries	1/2c Pear	1/2c Peach	1/2c Pear	1/2c Mixed Berry Cup
Vegetable: 3 3/4 cups weekly 3/4 cup daily minimum	3/4c	1/2c	1/2c	1/2c	1/2c
Dark Green 1/2 cup weekly	1/8c (green lettuce)				
Red/Orange 3/4 cup weekly	1/8c (tomato)				
Beans, Peas (Legumes) 1/2 cup weekly				1/2c Beans	
Starchy 1/2 cup weekly	1/2c Corn	1/2c Potato Wedges			1/2c Potato Wedges
Other 1/2 cup weekly			1/2c green beans		
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Deli Trio Sandwich (2 oz)	Mini Cheeseburger Twins(2 oz)	Chicken Nuggets (1 oz)	BBQ Pork Sandwich (2 oz)	Turkey Kielbasa (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Deli Trio Sandwich (2 oz)	Mini Cheeseburger Twins(2 oz)	Chicken Nuggets (1 oz)	BBQ Pork Sandwich (2 oz)	Turkey Kielbasa (2 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Exhibit C (Cont'd)

Food-based Meal Pattern 21-day cycle Menu

WEEK 3 - SUPPER					
	<i>Day 11</i>	<i>Day 12</i>	<i>Day 13</i>	<i>Day 14</i>	<i>Day 15</i>
Component	Monday	Tuesday	Wednesday	Thursday	Friday
	Deli Chicken Sandwich (1 ea) Celery and Tomato Snack (1/2c) Fresh Green Apple (1/2c) Sandwich Trimmings (1 serving) Milk Variety (1c)	Turkey Ham & Cheese Anytimer(1 ea) Vegetable Juice (1/2c) Diced Pear Cup (1/2c) Milk Variety (1c)	Homestyle Turkey Sandwich (1 ea) Tomato Snack (1/2c) Diced Peach Cup (1/2c) Milk Variety (1c)	Taco Stick (1 ea) Carrots w/ Chili Lime (1/2c) Fresh Banana (1/2c) Milk Variety (1c)	Homestyle Turkey Sandwich (1 ea) Snap Peas Snack (1/2c) Frozen Strawberry Cup (1/2c) Milk Variety (1c)
Meat/Meat alternate: 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8)	Deli Chicken Sandwich (2 oz)	Turkey Ham & Cheese Anytimer (2 oz)	Homestyle Turkey Sandwich (2 oz)	Taco Stick (2 oz)	Homestyle Turkey Sandwich (2 oz)
Fruit: 2 1/2 cups weekly 1/2 cup daily minimum	1/2c Apple	1/2c Pear	1/2c Peach	1/2c Banana	1/2c Strawberries
Vegetable: 3 3/4 cups weekly 3/4 cup daily minimum	3/4c	1/2c	1/2c	1/2c	1/2c
Dark Green 1/2 cup weekly	1/8c (green lettuce)				1/2c Snap Peas Snack
Red/Orange 3/4 cup weekly	1/8c (tomato)		1/2c tomato snack	1/2c Carrots	
Beans, Peas (Legumes) 1/2 cup weekly					
Starchy 1/2 cup weekly					
Other 1/2 cup weekly	1/2c Celery and Tomato Snack	1/2c Vegetable Juice			
Grains: 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Deli Chicken Sandwich (2 oz)	Turkey Ham & Cheese Anytimer (2 oz)	Homestyle Turkey Sandwich (2 oz)	Taco Stick (2 oz)	Homestyle Turkey Sandwich (2 oz)
Non-whole Grain-Rich					
Whole-Grain Rich	Deli Chicken Sandwich (2 oz)	Turkey Ham & Cheese Anytimer (2 oz)	Homestyle Turkey Sandwich (2 oz)	Taco Stick (2 oz)	Homestyle Turkey Sandwich (2 oz)
Milk: Two choices required 5 cups weekly 1 cup daily	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk	1 c White Skim Milk 1 c 1% Milk 1 c 1% Lactose Free 1 c 1% Chocolate Milk 1 c 1% Vanilla Milk 1 c 1% Strawberry Milk

Food-based Meal Pattern 21-day cycle Menu

 FRESH FRUIT & VEGETABLE PROGRAM SERVING CALENDAR August 12, 2024 - December 13, 2024 SAMPLE MENU			
Week 1	Description	Pre-	Serve Ranch
	HONEYDEW CHUNKS	Yes	No
	MANGO SLICES	Yes	No
	JICAMA STICKS	Yes	Yes
Week 2			
	ORANGES WEDGES	Yes	No
	CANDY STRIPED BEETS	Yes	Yes
	CANTALOUPE/ KIKU APPLE SLICES	Yes	No
Week 3			
	BUTTERNUT SQUASH	Yes	Yes
	MANGO/PINEAPPLE	Yes	No
Week 4			
	ORANGE WEDGES	Yes	No
	BROCCOLI/CARROT COINS	Yes	Yes
Week 5			
	KIKU APPLE SLICES	Yes	No
	GOLDEN BEET COINS	Yes	Yes
Week 6			
	MANGO SLICES	Yes	No
Week 7			
	PINEAPPLE SPEARS	Yes	No
	BROCCOLI/CARROT COINS	Yes	Yes
Week 8			
	ORANGES WEDGES	Yes	No
	APPLE/ GOLDEN BEET COINS	Yes	Yes
	STRAWBERRY, WHOLE	Yes	No
Week 9			
	CANTALOUPE/ CUCUMBER COINS	Yes	No
	MANGO SLICES	Yes	Yes
	ORANGES WEDGES	Yes	No
Week 10			
	STRAWBERRY, WHOLE	Yes	No
	JICAMA STICKS	Yes	Yes
	CARROTS & RED PEPPERS	Yes	Yes
Week 11			
	PINEAPPLE SPEARS	Yes	No
	MANGO/PINEAPPLE CHUNKS	Yes	No
	CANDY STRIPED BEETS	Yes	Yes
Week 12			
	KIKU APPLE SLICES	Yes	No
	HONEYDEW CHUNKS	Yes	No
	ORANGES WEDGES	Yes	No
	BROCCOLI/CARROT COINS	Yes	Yes
Week 13			
	ASPARAGUS SNACK	Yes	Yes
	MANGO SLICES	Yes	No
	APPLE SLICES	Yes	No
	APPLE/ PINK PINEAPPLE SNACK	Yes	No
Week 14			
	MANGO/PINEAPPLE CHUNKS	Yes	No
	ORANGES WEDGES	Yes	No
	ALOHA PEPPER RINGS	Yes	Yes
Week 15			
	STRAWBERRY, WHOLE	Yes	No
	ORANGE WEDGES	Yes	No
	CARROTS & RED PEPPERS	Yes	Yes

Food-based Meal Pattern 21-day cycle Menu

 FRESH FRUIT & VEGETABLE PROGRAM SERVING CALENDAR January 13, 2025 - May 16, 2025 SAMPLE MENUS			
Week 1	Description	Pre-	Serve Ranch
	BLOOD ORANGES	Yes	No
	KIWI SLICES	Yes	No
	GREEN BEANS	Yes	Yes
Week 2			
	ORANGES PEPPER SLICES	Yes	No
	BLUEBERRIES	Yes	No
	BROCCOLINI	Yes	Yes
Week 4			
	DRAGON FRUIT	Yes	No
	RAINBOW CAULIFLOWER	Yes	Yes
Week 5			
	PINK PINEAPPLE SNACK	Yes	No
	ASPARAGUS SNACK	Yes	Yes
Week 6			
	ROMANESCO FLORETTES	Yes	Yes
	MANGO SLICES	Yes	No
Week 7			
	PINEAPPLE SPEARS	Yes	No
	WATERMELON RADISHES	Yes	Yes
Week 8			
	BLOOD ORANGES	Yes	No
	PINEAPPLE CHUNKS	Yes	No
	RAINBOW CARROTS	Yes	Yes
Week 9			
	STRAWBERRIES, WHOLE	Yes	No
	GREEN BEANS	Yes	Yes
	ORANGES WEDGES	Yes	No
Week 10			
	PINK PINEAPPLE SNACK	Yes	No
	WATERMELON RADISHES	Yes	Yes
	ORANGE PEPPER SLICES	Yes	Yes
Week 11			
	KIWI SLICES	Yes	No
	HONEY CRISP APPLE SLICES	Yes	No
	RAINBOW CAULIFLOWER	Yes	Yes
Week 12			
	GRAPES, GREEN/WHITE	Yes	No
	BLUEBERRIES	Yes	No
	ROMANESCO FLORETTES	Yes	Yes
Week 13			
	ASPARAGUS SNACK	Yes	Yes
	MANGO SLICES	Yes	No
	APPLE SLICES	Yes	No
Week 14			
	PINK PINEAPPLE SNACK	Yes	No
	ORANGES WEDGES	Yes	No
	BROCCOLINI	Yes	Yes
Week 15			
	STRAWBERRY, WHOLE	Yes	No
	ORANGE WEDGES	Yes	No
	WATERMELON RADISHES	Yes	Yes



School Breakfast Program Meal Pattern

Pre-K Breakfast-See requirements at:

[https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-220#p-220.8\(o\)\(2\)](https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-220#p-220.8(o)(2))

	Grades K-5	Grades 6-8	Grades 9-12
Food Components	Amount of Food ^a per Week		
	(minimum per day)		
Fruits (cups) ^{b c}	5 (1)	5 (1)	5 (1)
Vegetables (cups) ^{b c}	0	0	0
Dark green	0	0	0
Red/Orange	0	0	0
Beans and peas (legumes)	0	0	0
Starchy	0	0	0
Other	0	0	0
Grains (oz eq) ^d	7-10 (1)	8-10 (1)	9-10 (1)
Meats/Meat Alternates (oz eq) ^e	0	0	0
Fluid milk ^f (cups)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-max calories (kcal) ^{g h}	350-500	400-550	450-600
Saturated fat (% of total calories) ^h	<10	<10	<10
Sodium Target 1 (mg)	≤ 540	≤ 600	≤ 640
<i>Trans</i> fat ^h	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving.		

^a Food items included in each group and subgroup and amount equivalents. The minimum creditable serving is 1/8 cup. ^b One-quarter cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 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% full-strength.

^c Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. 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/peas (legumes), “Other vegetables” subgroups, as defined in §210.10(c)(2)(iii) of this chapter.

^d At least 80 percent of grains offered weekly must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

Exhibit D (Cont'd)

^eThere is no meat/meat alternate requirement.

^fAll fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored, provided that unflavored milk is offered at each meal service.

^gThe average daily calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

^hDiscretionary 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.

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Exhibit D (Cont'd)



United States Department of Agriculture

National School Lunch Program Meal Pattern

Pre-K Lunch - See requirements at:

[https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-210#p-210.10\(p\)\(2\)](https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-210#p-210.10(p)(2))

	Grades K-5	Grades 6-8	Grades 9-12
Food Components	Amount of Food ^a per Week		
	(minimum per day)		
Fruits (cups) ^b	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^b	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^c	½	½	½
Red/Orange ^c	¾	¾	1¼
Beans and peas (legumes) ^c	½	½	½
Starchy ^c	½	½	½
Other ^{c,d}	½	½	¾
Additional Vegetables to Reach Total ^e	1	1	1½
Grains (oz eq) ^f	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^g	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-max calories (kcal) ^h	550-650	600-700	750-850
Saturated fat (% of total calories) ^h	<10	<10	<10
Sodium Interim Target 1 (mg) ^h	≤ 1,230	≤ 1,360	≤ 1,420
Sodium Interim Target 1A (mg) ^h	≤ 1,110	≤ 1,225	≤ 1,280
<i>Trans</i> fat ^h	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving.		

^a Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.

Exhibit D (Cont'd)

^b One-quarter cup of dried fruit counts as $\frac{1}{2}$ cup of fruit; 1 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% full-strength.

^c Larger amounts of these vegetables may be served.

^d This category consists of “Other vegetables” as defined in paragraph (c)(2)(iii)(E) of this section. For the purposes of the NSLP, the “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 paragraph (c)(2)(iii) of this section.

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

^f At least 80 percent of grains offered weekly must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched.

^g All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be flavored or unflavored, provided that unflavored milk is offered at each meal service.

^h 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 are not allowed.

ⁱ Sodium Interim Target 1A must be met no later than July 1, 2023 (SY 2023-2024).

SNACK Meal Pattern

Pre-K Snack - See requirements at:

[https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-210#p-210.10\(o\)\(3\)\(ii\)](https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-210#p-210.10(o)(3)(ii))

Child and Adult Care Food Program Snack					
[Select two of the five components for a reimbursable meal]					
Food components and food items¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)	Adult participants
Fluid Milk ³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates (edible portion as served):					
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce	1 ounce
Tofu, soy products, or alternate protein products ⁴	½ ounce	½ ounce	1 ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce	1 ounce
Large egg	½	½	½	½	½
Cooked dry beans or peas	⅛ cup	⅛ cup	¼ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 Tbsp	1 Tbsp	2 Tbsp	2 Tbsp	2 Tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce	1 ounce
Vegetables ⁶	½ cup	½ cup	¾ cup	¾ cup	½ cup
Fruits ⁶	½ cup	½ cup	¾ cup	¾ cup	½ cup
Grains (oz. eq.) ^{7 8 9}	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent

Endnotes:

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent fat or less) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored or flavored fat-free (skim) or low-fat (1 percent fat or less) milk for children 6 years old and older and adults. For adult participants, 6 ounces (weight) or ¾ cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

⁴ Alternate protein products must meet the requirements in Appendix A to part 226 of this chapter.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

Exhibit D (Cont'd)

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

⁸ Refer to FNS guidance for additional information on crediting different types of grains.

⁹ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

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 	<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 	<p>Other Vegetables</p> <ul style="list-style-type: none"> • Artichokes • Asparagus • Avocado • Bean sprouts • Beets • Brussels sprouts • Cabbage • Cauliflower • Celery • Cucumbers • Eggplant
<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 E-2 (Cont'd.)

Group D	Oz. Eq. for Group D
<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 E-2 (Cont'd.)

Group I	Oz. Eq. for Group I
<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 1 oz. eq. = 1.25 cups or 1 oz. for puffed cereal 1 oz. eq. = 1/4 cup or 1 oz. for granola</p>

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 FSMC number)	Reason for exception (check one: “Limited or lack of availability” or “Price”)		Alternative substitute item (include FSMC 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.

FSMC Certification

_____ *Authorized signature*

_____ *Date*

Attachment A

BID-RIGGING CERTIFICATION

I, _____, a duly authorized agent of
(Agent)

_____ do hereby certify that
(Contractor)

neither _____ nor any individual presently
(Contractor)

affiliated with _____ has been barred from
(Contractor)

bidding on a public contract as a result of a violation of either Section 33E-3 (bid rigging) or

Section 33E-4 (bid rotating) of the Tennessee Criminal code, contained in Chapter 38 of the Tennessee

Revised Statutes.

Authorized Agent

Contractor

Attachment B

Certificate of Independent Price Determination

Both the Local Education Agency and the Food Service Management Company (Offeror) shall execute this Certificate of Independent Price Determination.

Name of Food Service Management Company

Memphis-Shelby County Schools
Name of Local Education Agency

(A) By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this Offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and

(3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

(B) Each person signing this Offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the Offerors organization responsible within the organization for the decision as to the prices being Offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the Offeror's organization responsible for the decision as to the prices being Offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Food Service Management
Company's Authorized Representative

Title

Date

In accepting this Offer, the LEA certifies that no representative of the LEA has taken any action which may have jeopardized the independence of the Offer referred to above.

Signature of Local Education Agency
Authorized Representative

Title

Date



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

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

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

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

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

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

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

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment D

CERTIFICATION REGARDING LOBBYING

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

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

NAME OF APPLICANT		PR/AWARD NUMBER AND / OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
SIGNATURE		DATE	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (RFP) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Civil Rights Assurance Statement

FSMC Name:

By indication of the authorized signature below, the FSMC does hereby make certification and assurance of the FSMC'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.

FSMC Signature and Date

2024-25 Student Calendar

2024-25 Student Calendar



2024 First Semester-87 days		JULY 2024					AUGUST 2024					SEPTEMBER 2024				
		M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
AUGUST																
5	First Day for Students 1st 9 Weeks Begins	1	2	3	4	5				1	2	2	3	4	5	6
SEPTEMBER																
2	Labor Day (Students Out)	8	9	10	11	12	5	6	7	8	9	9	10	11	12	13
5	Parent-Teacher Conferences (4-7 p.m.)	15	16	17	18	19	12	13	14	15	16	16	17	18	19	20
OCTOBER																
4	1st 9 Weeks Ends	22	23	24	25	26	19	20	21	22	23	23	24	25	26	27
7-11	Fall Break (Students Out)	29	30	31			26	27	28	29	30	30				
14	Students Return 2nd 9 Weeks Begins															
NOVEMBER		OCTOBER 2024					NOVEMBER 2024					DECEMBER 2024				
		M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
NOVEMBER																
5	Election Day (Students Out)		1	2	3	4					1	2	3	4	5	6
11	Veterans Day (Students Out)	7	8	9	10	11	4	5	6	7	8	9	10	11	12	13
25-29	Thanksgiving Break (Students Out)	14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
DECEMBER		21	22	23	24	25	18	19	20	21	22	23	24	25	26	27
18-20	1st Semester Exams	28	29	30	31		25	26	27	28	29	30	31			
20	1st Semester Ends 2nd 9 Weeks Ends															
23-31	Winter Break (Students Out)															
2025 Second Semester-92 days		JANUARY 2025					FEBRUARY 2025					MARCH 2025				
		M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
JANUARY																
1-3	Winter Break, cont. (Students Out)	6	7	8	9	10	3	4	5	6	7	3	4	5	6	7
6	Students Return 3rd 9 Weeks Begins	13	14	15	16	17	10	11	12	13	14	10	11	12	13	14
20	Dr. Martin Luther King Jr. Day (Students Out)	20	21	22	23	24	17	18	19	20	21	17	18	19	20	21
FEBRUARY		27	28	29	30	31	24	25	26	27	28	24	25	26	27	28
13	Parent-Teacher Conferences (4-7 p.m.)															
17	Presidents Day (Students Out)															
MARCH																
7	End of 3rd 9 Weeks															
10-14	Spring Break (Students Out)															
17	Students Return 4th 9 Weeks Begins															
APRIL		APRIL 2025					MAY 2025					JUNE 2025				
		M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
APRIL																
18	Spring Break II Good Friday (Students Out)		1	2	3	4				1	2	2	3	4	5	6
MAY		7	8	9	10	11	5	6	7	8	9	9	10	11	12	13
21-23	2nd Semester Exams	14	15	16	17	18	12	13	14	15	16	16	17	18	19	20
23	Last Day of School 4th 9 Weeks Ends	21	22	23	24	25	19	20	21	22	23	23	24	25	26	27
JUNE		28	29	30			26	27	28	29	30	30				

LEGEND: ■ 1st Day of School Students ■ Students Out (Full Day) ★ Parent Conferences ■ Start of Quarter ■ End of Quarter ■ Semester Exams