

2023-2024 Request for Proposal/Fixed-Price Contract
Rethink Forward, Inc.



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REQUEST FOR PROPOSAL ACKNOWLEDGEMENT PAGE

Food Service Management Company
RFP #FY2023NCP

Nashville Collegiate Prep is requesting proposals from qualified companies to select a Food Service Management Company for their school, located at 1638 Bell Rd., Nashville, TN 37211. General Terms and Conditions and Scope of Services for this proposal are contained on the following pages.

Proposals are due no later than **4pm CDT on June 21, 2023** in Nashville Collegiate Prep's office located at 1638 Bell Rd., Nashville, TN 37211. Proposals received after the specified date and time will be considered late and will not be opened. Proposals will not be accepted via any form of electronic communication. However, please include a digital copy of the proposal on a USB thumb drive inside your sealed proposal package.

Nashville Collegiate Prep reserves the right to reject any or all proposals, waive defects or informalities in submitted proposals and to make awards as deemed to be in their best interest. If awarded, awards will be made to the most responsive and responsible bidder.

In compliance with this Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this RFP be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded this bid, the undersigned Proposer shall indemnify, protect, defend and hold harmless Nashville Collegiate Prep, their Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against Nashville Collegiate Prep agents and employees arising out of the use of any product or article that is provided pursuant to the RFP. Proposer further agrees to indemnify, protect, defend and hold harmless Nashville Collegiate Prep, their Board Members, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries and damages sustained by any person arising out of or in the course of the Proposer performing or failing to perform the service and/or providing or failing to provide the goods related to this Request for Proposal.

Proposer also certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide his/her/its employees any segregated facilities at any of his/her/its establishments.

Nashville Collegiate Prep offers educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

_____ Company Name

_____ Address _____ Phone
_____ City/State/Zip _____ Email
Address
_____ Authorized Rep
(Print Name)
_____ Signature and Date

GENERAL TERMS AND CONDITIONS:

Nashville Collegiate Prep are seeking proposals for a FSMC to provide meals for:

☒ National School Lunch Program ☒ School Breakfast Program ☒ Afterschool Snacks
☒ Seamless Summer Option ☒ USDA Foods (DOD) Program

- 1) Proposals are due no later than 4pm CDT on June 21, 2023, in Nashville Collegiate Prep's office located at 1638 Bell Rd., Nashville, TN 37211.
- 2) There will be an optional virtual pre-bid conference for all interested bidders simultaneously via Zoom or another online format on 05/30/2023 at 10am. If tours of the facility are required, contact Tamara Abbott at Tamara@nobleeducationinitiative.com. Alternatively, we will provide building floorplans to all bidders upon request.
- 3) Pricing quoted shall be guaranteed for the entire contract period. The initial contract period will run from July 1, 2023 through June 30, 2024 with the option to extend this contract for up to four (4) additional consecutive one (1) year periods if acceptable by all parties, proposed renewal price increases are at or under the current Consumer Price Index (CPI) for food away from home south region, and there are no material changes to the contract.
- 4) Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the Request for Proposal (RFP). Emphasis should be on completeness, clarity of contents and responsiveness to the RFP. Proposals should be structured to respond to the RFP specifications and include the following:
 - a) Company Organization Chart/Management Structure and Personnel Qualifications
 - b) Staffing Recommendations for Project
 - c) Project Plan
 - d) Quality Control Procedures
 - e) References: List five (5) references from clients from whom you are currently providing food service management for especially school systems. Include contact name, address, telephone number, and email address.
 - f) Fee Schedule
 - g) State any exceptions to RFP
 - h) Other information as specified or included for consideration
 - i) Completed and Signed Request for Proposal Acknowledgement Page
 - j) Completed and Signed Certificate of Non-Discrimination Form
 - k) Completed and Signed Request for Proposal Agreement
 - l) Completed and Notarized Hold Harmless Agreement
 - m) Completed and Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
 - n) Completed and Signed Certification Regarding Lobbying
 - o) Completed, Signed and Notarized Non-Collusion Affidavit
 - p) Completed and Signed Certification Regarding "Buy American" Requirements
 - q) Completed and Signed Proposal Summary Sheet
 - r) Completed Financial Resources Documentation Form

GENERAL TERMS AND CONDITIONS: cont'd.

5) Estimated project timing:

-	RFP Published	05/16/2023
-	Virtual Pre-Bid Meeting	05/30/2023 (14 days after publishing)
-	Deadline for Questions	06/06/2023 (7 days later), 4pm CDT
-	Q&A sent out to Bidders via email	06/07/2023 (next day)
-	RFP Responses Due	06/21/2023 (14 days after pre-bid) 4p CDT
-	Proposer's presentations, if requested	06/23/2023 (during review phase)
-	Board Contract Approval/Award	06/29/2023 (after review phase)
-	Implementation Begins	07/01/2023

6) The proposals will be evaluated, and a provider(s) selected using the following criteria:

- Qualifications and Experience
 - Experience – 10 points
 - Reliability – 30 points
 - Staffing Plan – 10 points
- Operational Plan – 15 points
- Total Proposed Cost – 35 points

7) There is no guarantee as to the total amount of funds in the award of this RFP.

8) The General Terms and Conditions and Scope of Services in no way favor one (1) FSMC over another. Proposers shall abide by and comply with the true intent of the General Terms and Conditions and Scope of Services and not take advantage of any unintentional error or omission of Nashville Collegiate Prep.

9) Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the Proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

10) It is agreed and understood that state laws shall govern any contract and/or order placed as a result of this RFP. The rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Tennessee.

11) During the period of this contract, no modification or amendment shall become valid unless it is made in writing, signed by all parties, and receives prior approval by the State agency.

12) Proposer to submit three (3) complete hardcopy sets and one (1) soft copy on a USB thumb drive. Responses shall be delivered in a sealed envelope and/or carton clearly marked, "RFP #FY2023NCP – Food Service Management Company". All price quotations and related materials must be received in a sealed envelope and/or carton. Time, date and nature of RFP must be clearly marked on face of sealed envelope.

13) If a prospective food service management company does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Tamara Abbott (Tamara@nobleeducationinitiative.com) no later than seven (7) days after the published award. The hearing official will disclose the dispute to the Tennessee Department of Education, Office of School Nutrition. The steps for dispute resolution are as follows:

- a) A meeting with the hearing official and representatives from the disputing party to discuss and resolve the complaint.

- b) 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.
- c) All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
- d) 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.

14) By agreeing to provide goods or services to Nashville Collegiate Prep, you are attesting that you are aware of your obligations under T.C.A. 49-5-413(d) to ensure that all of your employees who have direct contact with students of Nashville Collegiate Prep or to children in Nashville Collegiate Prep's childcare program or who have access to the grounds of Nashville Collegiate Prep when children are present have done the following:

- a. Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with Nashville Collegiate Prep's children or entering the grounds of Nashville Collegiate Prep.
- b. Successfully passed the aforementioned criminal history records check. If the criminal history records check indicates that the employee has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in the T.C.A. 40-39-202(17) or a violent sexual offender in the T.C.A. 40-39-202(25) the employee may not enter the grounds of Nashville Collegiate Prep or have direct contact with students of Nashville Collegiate Prep or to children in Nashville Collegiate Prep childcare program.

The proposer also agrees that if one of your employees commits a sexual offense as defined in 40- 39- 202 or violent sexual offense as defined in 40-39-202 after you have conducted your initial criminal history check on such employee, said employee will notify you of the offense and you will subsequently not permit that employee to have contact with students of Nashville Collegiate Prep or to children in a Nashville Collegiate Prep's child care program or to enter the grounds of the School Nashville Collegiate Prep.

You also agree and understand that your failure to satisfy all of the requirements of T.C.A. 40- 39- 202(17) will be deemed to be a material breach of this contract which could subject you to breach of contract damages.

- 15) The successful Proposer(s) must carry insurance as specified and Certificate of Insurance (COI) must be submitted within five (5) business days from date of request. COI must provide coverage for any/all subcontractors.
- a. Worker's compensation coverage in accordance with the statutory requirement and limits required by Tennessee State Law.
 - b. Comprehensive General Liability Insurance with limits of at least \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate to apply per location. Coverage for bodily injury, property damage, products/completed operation, personal injury and advertising injury from a company licensed to write insurance policies in the State of Tennessee.
 - c. Comprehensive automobile liability insurance covering all automobiles and buses, including owned, hired and non-owned vehicles with a minimum of Bodily and Property damage of \$5,000,000.00 each accident, combined single limit and \$2,000,000.00 products aggregate from a company licensed to write insurance policies in the State of Tennessee.
 - d. Excess or umbrella insurance of \$10,000,000.00. No aggregate limit to apply to automobile liability coverage. Must be at least following form of underlying coverage from a company licensed to write insurance policies in the State of Tennessee.

- e. Fidelity/Employee Dishonesty Insurance with a \$100,000.00 limit
- f. Employment Practices Liability Insurance (EPLI) with a \$100,000.00 limit
- g. Sexual misconduct insurance coverage to be included with the General Liability Policy.

- 16) Nashville Collegiate Prep shall be supplied satisfactory proof of coverage of the above required insurance. In addition, Nashville Collegiate Prep shall be conspicuously named on the Certificate of Insurance as an additional insured on Auto, GL, and Excess Policies, Fidelity/Employee Dishonesty Insurance, and Employment Practices Liability Insurance (EPLI). If proof of coverage is not received by Nashville Collegiate Prep within five (5) business days after the award of bid is received, the award of this RFP may be awarded to another Proposer.
- 17) The successful Proposer(s) agrees that they will function as an independent contractor and agrees to indemnify and hold harmless Nashville Collegiate Prep, their Board Members, employees, and agents for any and all claims that may arise out of its duties contracted for pursuant to this RFP.
- 18) In accordance with the Iran Divestment Act:
"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."
- 19) I further attest and agree to immediately notify Nashville Collegiate Prep ("NCP") if either I or the entity I represent can no longer make the foregoing certification. I understand that failure to notify NCP may invalidate any and all agreements I have with the NCP.
- 20) Nashville Collegiate Prep reserves the right to require a Performance, Materials and Labor Bond from the successful proposer(s). In such an event the document cost for the Performance, Materials and Labor Bond will be reimbursed to the successful proposer(s). If a notarized Performance, Materials and Labor Bond is required by the Owner the notarized Performance, Materials and Labor Bond must be from an insurance company licensed in the State of Tennessee for 100% of the contract amount awarded. If required the notarized Performance, Materials and Labor Bond must be provided to:
- Tamara Abbott
c/o Nashville Collegiate Prep
1638 Bell Rd.
Nashville, TN 37211
- 21) Proposers will be required to provide bid security in the form of a Bid Bond in the amount of a sum not to exceed five percent (5%) of the amount of their proposal.
- 22) Upon signature of this RFP by the parties, this RFP and the Proposer(s) response will serve as the contract between the parties, as well as any written and/or electronic communications received from proposer in evaluation process. In the event that there is a conflict between the RFP and the RFP Response, the RFP shall control.
- 23) Nashville Collegiate Prep reserves the right to request any additional information deemed necessary in the evaluation of this RFP. Additional requested information shall be submitted to Nashville Collegiate Prep within five (5) business days from date of request.

GENERAL TERMS AND CONDITIONS: cont'd.

- 24) Companies submitting RFPs must, if deemed necessary, be willing to meet with Nashville Collegiate Prep at the Proposer's expense, to discuss their proposal. Nashville Collegiate Prep shall not bear any costs or obligation with regard to the preparation of the proposal.
- 25) If at any time Nashville Collegiate Prep are dissatisfied with the quality of service provided, a written notice of dissatisfaction noting the specific problem(s) will be furnished to the Proposer by letter or e-mail. If the problem(s) is not corrected to the satisfaction of Nashville Collegiate Prep within thirty (30) business days of this notice, this entire contract may be unilaterally terminated by Nashville Collegiate Prep with no further obligation on their part. This contract may also be terminated if three (3) or more such notices of dissatisfaction are issued to the Proposer within any twelve (12) month period.
- 26) The General Terms and Conditions and Scope of Services listed in this proposal constitute the total General Terms and Conditions and Scope of Services that will be acceptable. Nashville Collegiate Prep will not be bound by conditions other than those stated. RFP award will be made to the best responsive company and/or firm meeting the requirements of Nashville Collegiate Prep.
- 27) Negotiations may be undertaken with the proposer whose understanding, qualifications, experience, fee schedule and financial terms show them to be best qualified, responsible and capable of performing the work and addressing the needs of Nashville Collegiate Prep. Nashville Collegiate Prep will not be responsible for any deficit resulting from the award of this Request for Proposal.
- 28) Nashville Collegiate Prep reserves the right to reject any or all responses, waive defects or informalities in responses and to make awards as deemed to be in the best interest of Nashville Collegiate Prep. If awarded, award will be made to the best company and/or firm to be determined by Nashville Collegiate Prep.
- 29) As deemed necessary, Nashville Collegiate Prep reserves the right to seek competitive pricing for bid items listed during the duration of the awarded contract.
- 30) Tamara Abbott shall serve as the RFP Coordinator.
- 31) NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Contract, funds for this Contract are payable from state, federal and or local appropriations. In the event that no funds or insufficient funds are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of this Contract, this Contract shall become null and void. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this Contract.
- 32) Any alteration to this RFP document by a Proposer will deem that Proposer's response to this RFP as null and void.

GENERAL TERMS AND CONDITIONS: cont'd.

- 33) Successful Proposer(s) and its employees will be expected to adhere to all applicable School Policies and Procedures.
- 34) Pricing quoted shall be guaranteed firm for a minimum one (1) year from date of award and may not be modified between the time of proposal and the time the RFP is awarded. Annual renewal costs shall not exceed the Consumer Price Index (CPI) for food away from home south region or result in a material change. Renewals are not automatic and must be agreed to in writing prior to the start of the next fiscal year, which occurs on July 1 of each calendar year.
- 35) Proposer's recommendations must be in compliance with all local, state and federal codes, ordinances, regulations and laws. The successful Proposer(s) shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws; rules, and regulations, including applicable licensing requirements, according to sound engineering, management and safety practices, and in compliance with any and all reasonable rules of the School Nashville Collegiate Prep relative to the premises. No instructions given in the contract documents shall be construed as an authorization to violate any codes, ordinances, regulations, or laws.
- 36) Nashville Collegiate Prep has the right at their discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond its control. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this Contract.
- a) Costs not delineated in the RFP response will not be accepted by Nashville Collegiate Prep unless agreed upon in writing as an amendment to this Contract.
- 37) Any exceptions to the General Terms and Conditions and Scope of Services must be clearly stated in the RFP response.
- 38) Nashville Collegiate Prep reserves the right to award this RFP in what is deemed to be in the best interest of the School Nashville Collegiate Prep.
- 39) Nashville Collegiate Prep offer educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.
- 40) Nashville Collegiate Prep encourages qualified minority and/or women-owned businesses to submit bids. Nashville Collegiate Prep awards bids without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.
- 41) Questions regarding RFP specifications should be directed to Tamara Abbott at Tamara@Nobleeducationinitiative.com no later than 4pm CST, 06/06/23. All questions must be submitted by email to the RFP Coordinator (see 31 above).

2023-2024 FSMC Service Requirements & Contract
ReThink Forward, Inc.



FOOD SERVICE MANAGEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between

Nashville Collegiate Prep (school), FOOD SERVICE

MANAGEMENT COMPANY (FSMC).

WITNESSETH THAT:

EMPLOYMENT OF FSMC:

Nashville Collegiate Prep employs FSMC to provide management services to Nashville Collegiate Prep in connection with the operation of Nashville Collegiate Prep's non-profit school food service operation in the attendance unit listed in Attachment A, attached hereto and made a part hereof. FSMC shall be the sole provider to Nashville Collegiate Prep of such management services during the term of this Agreement. In providing management services for Nashville Collegiate Prep's food service operation, FSMC shall comply with the applicable provisions of the National School Lunch Act, as amended and the United State Department of Agriculture (USDA) regulations set forth in 7 CFR 210, 7 CFR 220 and 7 CFR 225. The distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or the duly authorized representatives, may perform onsite reviews of the food services management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

DEFINITIONS:

The following words and phrases when used in this Agreement shall have the meanings given to them in this Paragraph:

- A. "Accounting Periods": The two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter. The September Accounting Period shall consist of six (6) weeks.
- B. "Agreement": This is the Food Services Management Agreement
- C. "Cash Equivalents": An amount equal to the Direct Costs attributable to those special functions of Nashville Collegiate Prep for which there are no cash receipts.
- D. "Charge": A charge established by FSMC, which is reasonably allocated to Nashville Collegiate Prep, for certain services provided by FSMC to client locations.
- E. "Current Year": The 2023-2024 School Year.
- F. "Direct Costs": Costs incurred by FSMC directly attributable to services provided under this Agreement. All costs incurred by FSMC in providing services to Nashville Collegiate Prep shall be presumed to be Direct Costs unless expressly provided otherwise in this Agreement.
- G. "Effective Date": July 1, 2023.
- H. "Food Service Facilities": The areas, improvements, personal property and facilities are available by Nashville Collegiate Prep to FSMC for the provision of the food services as more fully described therein.
- I. "Food Service Program": The preparation and service of food to Nashville Collegiate Prep's students, staff, employees and authorized visitors
- J. "General and Administrative Expense": Costs incurred by FSMC for the financial reporting, legal, tax and audit services and management oversight provided to client locations by FSMC at the regional and corporate levels.
- K. "Reimbursable Costs": Direct Costs, Charges, and General and Administrative Expense

- incurred by FSMC in providing services under this Agreement.
- L. "Service wares": Items utilized in the service of food, including such things as chinaware, glassware and silverware.
- M. "Small Expendable Equipment": Items utilized in the preparation of food, including such things as pots, pans and kitchen utensils.
- N. "SFA and Nashville Collegiate Prep": Are the same entities throughout the contract.

AUTHORITY OF NASHVILLE COLLEGIATE PREP

Nashville Collegiate Prep shall retain control of its Food Service Program. Nashville Collegiate Prep shall designate representatives, who shall:

- A. Ensure that the Food Service Program is in conformance with Nashville Collegiate Prep's agreement under the National School Lunch Program and School Breakfast Program;
- B. Adhere to the procurement standards specified in §210.21 when contracting with the food service management company;
- C. Monitor the Food Service Program through periodic on-site visitations to ensure the food service program is in compliance with regulations;
- D. Retain control of the quality and quantity of food service under the contract and the extent and general nature of the food service. Retain control of the establishment of prices; include price adjustments for all meals service, pricing reimbursable meals, à la carte service including vending machines and adult meals. Any increases in the prices of the pattern breakfast and lunch during the period of the contract along with the list of the FSMC prospective vendors/purveyors will be subject to approval of the Board of Education. This approval must be asked for and given in writing;
- E. Retain signature authority on the State Agency-Nashville Collegiate Prep agreement, free and reduced-price policy statement and claims for reimbursement;
- F. Retain title and ensure that all USDA donated food received by Nashville Collegiate Prep made available to FSMC accrue only to the benefit of Nashville Collegiate Prep's non-profit school food service and are fully utilized therein. All refunds received from processors must be retained by Nashville Collegiate Prep;
- G. Maintain applicable health certification and assure that all State and local regulations are being met by FSMC in preparing and serving meals at Nashville Collegiate Prep's facilities; and
- H. Establish an advisory board composed of parents, teachers and students to assist in menu planning;
- I. Retain control of the school food service account and overall financial responsibility for the Program;
- J. Be responsible for ensuring resolution of the Program review and audit findings;
- K. Develop, distribute and collect parent letters and applications for free and reduced-price meals and free milk;
- L. Be responsible for supervising the process of determining and verifying applications for free and reduced-price meals or milk benefits and conducting any hearings related to such determinations.
- M. Include a 21-day cycle menu, developed in accordance with meal pattern requirements specified in 7 CFR Part 210. The invitation to bid or request for proposal contains a 21-day cycle menu developed in accordance with the provisions of 210.10, to be used as a standard for the purpose of basing bids or estimating average cost per meal. A School Food Authority with no capability to prepare a cycle menu may, with State Agency approval, require that each food service management company include a 21-day cycle menu, developed in accordance with the provisions of 210.10, with its proposal. The Food

- Service Management Company must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the School Food Authority.
- N. 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.
- O. At the SFA's discretion, the SFA may 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 to ensure that the food service operation is in conformance with SFA's agreement under program;
 - Adherence to the meal pattern and food specification requirements, including quality and variety;
 - Performance of SFA On-site Reviews, performance of FSMC, and status of required corrective action, if any and as applicable;
 - Performance of 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 SFA and local staff/management.
- P. 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, and;
- Q. 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 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.
- R. 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".
- S. The SFA shall adhere to the procurement standards specified in §210.21 when contracting with the food service management company.

REGULATORY REQUIREMENTS

- A. FSMC shall conduct program operation in accordance with 7 CFR Parts 210, 215, 220, 245 and 250 and FSMC instructions and policy. Any invitation to bid or request for proposal must indicate that nonperformance subjects the Food Service Management Company to specified sanctions in instances where the Food Service Management Company violates or breaches contract terms. The School Food Authority shall indicate these sanctions in accordance with the procurement provisions stated in §210.21.
- 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

- B.** FSMC shall maintain such records as Nashville Collegiate Prep will need to support its claim for reimbursement for daily number of meals served by type under the National School Lunch Program and School Breakfast Program (7 CFR 210.16) and shall provide the necessary reports to Nashville Collegiate Prep promptly at the end of each month of operation or more frequently as specified by Nashville Collegiate Prep. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the SFA's period of liability. All records of FSMC pertaining to Nashville Collegiate Prep's Food Service Program shall be maintained at Nashville Collegiate Prep and made available to representatives of Nashville Collegiate Prep, the state agency, USDA, the U.S. Comptroller General or the U.S. General Accounting Office upon request, at FSMC's offices during regular business hours.

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.

All such records shall be kept on file for three years after the end of the school year to which they pertain, or such other period which the Secretary of Agriculture or appropriate State officials may from time to time determine; provided however that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters closed.

Authorized representatives of Nashville Collegiate Prep, the State, and USDA shall have the right to conduct on- site administrative reviews of the food service operations. FSMC shall be responsible for ensuring compliance with the SFA's local wellness policy (as mandated under the 2004 Reauthorization of WIC and Child Nutrition).

FSMC shall be responsible for ensuring compliance with all aspects of the HAACP plan developed by Nashville Collegiate Prep to comply with Section III of the Child Nutrition and WIC Reauthorization Act of 2004.

- C.** Food not prepared in facilities provided by Nashville Collegiate Prep but delivered for use in Nashville Collegiate Prep's Food Service Program, shall meet all State and local sanitation standards. FSMC shall have State or local health certification for any facility outside Nashville Collegiate Prep in which it shall prepare meals for use in Nashville Collegiate Prep and shall maintain such health certification for the duration of this Agreement.
- D.** No payment is to be made for meals that are spoiled or unwholesome at time of delivery, do not meet 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 as grade, purchase units, style, condition,

weight, ingredients, formulation and delivery time.

- E. 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).
- F. If this Agreement is in excess of \$100,000, Nashville Collegiate Prep and FSMC shall comply with all applicable standards, orders or regulations issued, including:
- Section 306 of Clean Air Act (42 USC 1857(h)),
 - Section 508 of the Clean Water Act (33 USC 1368)
 - Executive Order 11738 and Environmental Protection Agency regulations,
 - Certification Regarding Lobbying pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018), and;
 - Disclosure of Lobbying Activities pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018)
 - Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
 - 2 CFR 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The FSMC certifies that it is in compliance with:

- Energy Policy and Conservation Act (PL 94-163.89 Stat 871).
 - Provisions of the Contract Work Hours and Safety Standards Act involving Food Services workers whose duties are manual and physical in nature (USD 40 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and Department of Labor Regulations and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- G. The Selected FSMC shall comply with 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Compliance with this regulation requires the selected FSMC and SFA to do the following with contracting:
- 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.
 - Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits,

- which encourage participation by small and minority businesses, and women's business enterprises;
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- 7. The Selected FSMC and SFA agree to comply.

FOOD SERVICE

- A. FSMC shall serve, on such days and at such time as requested by Nashville Collegiate Prep:
 - Meals, priced as a unit, which meet the meal component requirements prescribed by the USDA. Nashville Collegiate Prep and FSMC will encourage maximum participation in the National School Lunch Program and School Breakfast Program.
 - Such other food as may be agreed upon by FSMC and Nashville Collegiate Prep. A la carte offering will comply with applicable Federal and State regulations (7 CFR 210.16).
 - Food delivered to the classrooms for meal service for breakfast and lunch.
- B. The food service management company shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA in Attachment Q 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.
- C. Prep regarding the quality, extent and general nature of the Food Service Program, and the prices to be charged for meals and other food; but Nashville Collegiate Prep will retain control over such aspects of the Food Service Program and shall have the right to make the final decisions regarding such matters. The FSMC shall make recommendations to the SFA regarding the child nutrition program and the prices to be charged for meals and other food; however, the SFA will retain control over the quality, extent, and general nature of its child nutrition program and shall have the right and responsibility to make the final decisions regarding such matters.
- D. FSMC shall cooperate with Nashville Collegiate Prep in promoting the nutritional education aspects of Nashville Collegiate Prep's Food Service Program and in the efforts of Nashville Collegiate Prep to coordinate those aspects with classroom instruction, PTA evening meetings, nutrition education programs, PE classes, and our Nutrition app. FSMC will be responsible for maintaining and documenting professional development. Professional requirements published in the Federal Register March 2015. This should include a plan for meeting and maintaining the certification and training requirements.
- E. Nashville Collegiate Prep and the FSMC must serve Free and Reduced meals to those children who qualify, while protecting their anonymity. If Nashville Collegiate Prep offers Free and Reduced meals, then Nashville Collegiate Prep and FSMC may offer an á la carte service.
- F. Labor costs for special functions should not be double billed for program meals and special function meals.
- G. The serving sizes provided by the SFA on the 21-day cycle menu in most cases, are based on the required minimum serving sizes. The serving sizes for the food items

indicated on the menu(s) must meet the required average daily calorie ranges per five-day week and the nutrient standards as stated, the FSMC must adjust the serving sizes and/or provide additional food item as necessary to meet the required calorie ranges and nutrient standards while meeting all Lunch and Breakfast Meal Pattern requirements and without significantly altering the 21-day cycle menu.

- H. The FSMC shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels in the National School Lunch and School Breakfast Programs and must adhere to Nashville Collegiate Prep charge policy.
- I. The FSMC must adhere to ALL nutrition standards indicated by the USDA for implementation through the 2023-2024 school year.
- J. 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.

FACILITIES AND EQUIPMENT

- A. Food Service Facilities: Nashville Collegiate Prep shall make available to FSMC suitable space for the operation of the Food Service program, which will include basic utilities services as may be reasonably required for the efficient performance of this Agreement. However, all equipment and supplies needed to run the program will need to be provided by the FSMC. Nashville Collegiate Prep shall have full access to the Food Service Facilities at all times. It is specifically understood that the School Nashville Collegiate Prep may, without interfering with normal food service, use the dining, production, and service areas from time to time for such purposes (student testing, dances, etc.) as may be required. Appropriate set-up and clean-up should all be undertaken by the School Nashville Collegiate Prep's personnel at no cost to the contractor. Facilities shall be restored to conditions mutually satisfactory to the contractor and the School Nashville

Collegiate Prep before the next regularly scheduled meal service. The cost of long-distance telephone calls made by the Food Service Management Company will be at the contractor's expense.

- B. Repair, Replacement and Maintenance: Nashville Collegiate Prep shall furnish building maintenance services for the kitchen and serving areas. Equipment repairs, maintenance, and any needed structural changes to comply with federal, state, and local laws, ordinances, rules, and regulations will be the responsibility of the FSMC. It is our expectation that the FSMC provide all major appliances such as freezers, ovens, refrigeration, milk coolers, and equipment necessary to operate the program. The Selected FSMC will purchase equipment, marketing materials, or other supplies for the food service program. The selected FSMC shall be subject to the same procurement requirements to which the SFA is subject in any procurement action. The Selected FSMC may not serve as a vendor or supplier when procuring on behalf of the SFA's food service program. The SFA will not reimburse the Selected FSMC its actual equipment costs. Any purchases made by the Selected FSMC that are part of and/or included in the fixed meal price quoted herein.
- C. The FSMC shall be responsible for compliance with all Federal, state and local safety and health laws and regulations with respect to the Food Service Facilities.
- D. Service wares and Small Expendable Equipment: FSMC shall provide and maintain an adequate inventory of Service wares, Small Expendable Equipment and cash registers. All Service wares and Small Expendable Equipment and cash registers shall remain the property of the FSMC.
- E. On termination or expiration of the contract, unless otherwise agreed upon in writing, all equipment and supplies would remain the property of the FSMC and shall be removed from the Facilities.

CLEANING RESPONSIBILITIES

- A. FSMC's Responsibilities: FSMC shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service, kitchen floors, hoods and grease filters).
- B. Nashville Collegiate Prep's Responsibilities:
 - Nashville Collegiate Prep, at its cost, shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds and period waxing and buffing of floors. In addition, Nashville Collegiate Prep will be responsible for routine cleaning of grease traps, duct work, plenum chambers and roof fans.
 - Nashville Collegiate Prep, at its cost, shall be responsible for trash and garbage removal and extermination service.
- C. Joint Responsibilities: FSMC and Nashville Collegiate Prep shall comply with all applicable standards, order or requirements issued pursuant to Section 306 of the Clean Air Act of 1970, as amended (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389, and Environmental Protection Agency regulations (40 CFR, Part 15), and any violations thereof shall be reported to the United States Department of Agriculture and to the USEPA Administrator of Enforcement (EN-329) or other appropriate authority. (Contracts, subcontracts and sub grants of amounts in excess of \$100,000.)

FSMC and Nashville Collegiate Prep shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).

HEALTH CERTIFICATION

FSMC, as a Direct Cost, shall comply with all federal, state and local laws and regulations governing the preparing, handling and serving of food, and shall obtain on behalf of Nashville Collegiate Prep and keep in effect all licenses and permits, as are required by law, and shall post such items in a prominent place within the Food Service Facility, as required.

PERSONNEL

A. FSMC Personnel:

- 1) FSMC shall provide and pay a staff of management employees assigned to duty on Nashville Collegiate Prep's premises for efficient management of the Food Service Program. FSMC's management employees will be subject to rules and regulations of Nashville Collegiate Prep while on Nashville Collegiate Prep's premises.
- 2) FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 USC 327-330), as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of the standard workday of eight hours and a standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in the work week. Section 107 provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
- 3) Compliance with the Davis-Bacon Act (40 U.S.C., 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal Grant Program legislation).
- 4) FSMC shall assign to duty on Nashville Collegiate Prep's premises only employees acceptable to Nashville Collegiate Prep. The school Nashville Collegiate Prep requires all employees of the FSMC to give written consent to have both a criminal history from the State of Tennessee and a criminal record check through the Federal Bureau of Investigation (FBI) beginning January 1, 2006, per state law. The school Nashville Collegiate Prep requires all employees of the proposer to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. FSMC shall provide a list of employee names and social security numbers to Nashville Collegiate Prep's Human Resources Department so that the required Department of Children Services background checks can be performed. Employees must meet State requirements to be employable.
- 5) During the progress of the contract work, the contractor is to assume all risk and to bear all loss occasioned through neglect or accident caused by his personnel.

B. Nashville Collegiate Prep Personnel:

All supervisory and non-supervisory food service employees shall be FSMC's employees.

C. Nashville Collegiate Prep Personnel Actions:

If FSMC incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by Nashville Collegiate Prep or by FSMC at the direction of Nashville Collegiate Prep, FSMC shall charge Nashville Collegiate Prep for such costs as Nashville Collegiate Prep Costs.

D. Equal Opportunity and Affirmative Action Employer

Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities concerning employees assigned to duty in Nashville Collegiate Prep's Food Service Program. FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws.

PURCHASING

A. Goods purchased by the FSMC remain the property of the FSMC.

B. All goods, services, or monies received as a result of equipment or USDA donated commodity rebates, including rebated payments for processing of USDA donated foods, shall accrue only to benefit of the SFA's nonprofit school food service. All refunds received from commodity processing must be retained by SFA.

C. In accordance with Federal Regulations 7 CFR Part 250, Part 210.21, Part 215.14, and part 220.16, Nashville Collegiate Prep will receive any allocated discounts and rebates for the purchases of food or products that are purchased for Nashville Collegiate Prep's use in the Non-profit food service program. These discounts and rebates will be identified and credited to Nashville Collegiate Prep during normal billing cycles. The contractor must identify method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.

The Food Service Management Company agrees to bill Nashville Collegiate Prep on a per plate/fixed cost basis. Nashville Collegiate Prep will require the Food Service Management Company to provide the necessary documentation, on a monthly basis, to verify the amount billed.

The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the School Food Authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State Agency, the School Food Authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reports prior to the conclusion of the contract. And, the contractor must maintain documentation of costs and discounts, rebates and other applicable credits and must furnish such documentation upon request to the school food authority, the State Agency, of the Department.

D. Prohibited Expenditures. No expenditure may be made from the nonprofit school food

service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

- E. In the event the FSMC, either directly or through one of its affiliated companies, furnishes products or ancillary services necessary for the efficient operation of Nashville Collegiate Prep's Food Service Program, the charges to Nashville Collegiate Prep for such products or ancillary services shall be competitive with the cost of obtaining such services from an independent source in the open market. Billing for such products or services shall be a Direct Cost.
- F. Any silence, absence or omission from the Contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices shall prevail, and that only materials (food, supplies, etc.) and workmanship of quality that would normally be specified by Nashville Collegiate Prep are to be used.
- G. Exceptions to the "Buy American" provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing a minimum of seven (7) days in advance of delivery.

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).

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).

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).

INVENTORY OF FOOD AND SUPPLIES

At the commencement of operations, FSMC and Nashville Collegiate Prep shall jointly inventory all food and related supplies to be utilized in Nashville Collegiate Prep's Food Service Program. If applicable, a summary of such inventory shall become part of this Agreement. Nashville Collegiate Prep represents and warrants that all Nashville Collegiate Prep food and supplies inventories, including commodities, existing at the beginning of the Current Year are usable and shall meet, FSMC's menu requirements. At the commencement of operations, hereunder, FSMC and Nashville Collegiate Prep shall mutually agree on the usability of such existing inventory and shall make an appropriate adjustment, if necessary, to the value of such existing inventory. During the course of this Agreement, title to all food and supplies shall remain with the FSMC. At the termination of this Agreement, FSMC and Nashville Collegiate Prep shall jointly undertake a closing inventory of all food and supplies. The value of the opening inventory shall be offset against the value of the closing inventory. The value of the inventories shall be determined by invoice cost. In the event the opening

inventory is greater than the closing inventory, the difference shall be credited against FSMC's final billing. In the event the closing inventory is greater than the opening inventory, the difference shall be added to FSMC's final billing.

GOVERNMENT-DONATED FOODS AND COMMODITIES

- A. USDA foods offered to Nashville Collegiate Prep and made available to the FSMC shall be utilized solely for the purpose of providing benefits for Nashville Collegiate Prep's non-profit school food service program and are not to be used for special functions conducted outside of the non-profit school food service program. Extensions and renewals are contingent upon fulfillment of these provisions related to donated foods.
- B. The FSMC shall accept and use USDA foods in as large a quantity as may be efficiently utilized in the non-profit school food service program subject to approval by Nashville Collegiate Prep. In accordance with 7 CFR 250.50(d), the FSMC may, in most cases, use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality in place of donated foods. Exceptions are donated ground beef, ground pork, and all processed end products (i.e., containing donated foods), which cannot be replaced with commercial substitutes.
- C. The FSMC shall not enter into subcontracts for further processing of USDA Foods. The SFA shall have processing contracts in place when a commercial facility processes or repackages USDA foods. The FSMC shall pay all related processing fees and costs. The SFA shall not be responsible for any cost associated with processing fees and costs. The SFA shall not be responsible for any cost associated with processing USDA Foods. The State Processing Contract, or National Processing Contract must be used as the basis for the processing agreement as determined by the Tennessee State Board of education. The terms and conditions of the processing contract must comply with 7 C.F.R. Part 250. In accordance with 7 CFR 250.51(1), the FSWMC must credit the SFA for the full value of all USDA foods received for use in the SFA's meal service in a school year or fiscal year (including both entitlement and bonus foods). This includes crediting for the value of USDA foods contained in processed end products.
- D. Nashville Collegiate Prep and the FSMC shall consult and agree on end products to be processed from USDA foods during the time of this Agreement. Under both the State Master Agreement and the Recipient Agency Agreement, Nashville Collegiate Prep is responsible for conducting the procurement of processing services, as stipulated in 7 CFR 3016.36.
- E. The FSMC must itemize on Nashville Collegiate Prep's monthly operating statement the current market value of all USDA foods received for use in the non-profit school food service programs. USDA foods must be valued at the Fair Market Price at time of receipt. This information will be used for tracking and will identify the value of savings from the use of USDA foods.
- F. The FSMC must credit Nashville Collegiate Prep for the value of all donated foods received for use in Nashville Collegiate Prep's meal service in the school year or fiscal year (including both entitlement and bonus foods) and including the value of donated foods contained in products, in accordance with the contingencies in 7 CFR 205.51(a). A year-end reconciliation shall be conducted by Nashville Collegiate Prep to verify compliance. Nashville Collegiate Prep reserves the right to conduct commodity credit audits throughout the year to ensure compliance with federal regulation 7 CFR 210 and

- G. Nashville Collegiate Prep is not responsible for any losses of federally donated food that may arise due to equipment malfunction or loss of electrical power not within the control of the school or the FSMC.
- H. The FSMC will be responsible for the costs of the USDA foods administrative charges and processing charges as associated with USDA foods. The FSMC will be responsible for payment of delivery and storage charges associated with USDA foods and commodities.
- I. The FSMC shall maintain and make available records to substantiate the receipt, use, storage and inventory of USDA foods. The FSMC must submit to Nashville Collegiate Prep monthly inventory reports showing all transactions for processed and non-processed USDA foods.
- J. Nashville Collegiate Prep shall retain control and title to all USDA foods.
- K. The FSMC must meet the general requirements for the storage and inventory management of donated foods in CFR 250.14(b). In accordance with 7 CFR 250.52(a), the FSMC may store and inventory USDA foods together with foods that it has purchased commercially for Nashville Collegiate Prep's use. The food service management company will ensure that its system of inventory management will not result in the recipient agency being charged for donated foods.
- L. The FSMC and Nashville Collegiate Prep agree to comply with Federal Regulations 7 CFR 250, Section 250.12(b)(3) which states that recipient agencies have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling and distribution and Section 250.12(b)(4) which states that recipient agencies will take action to obtain restitution in connection with claims for improper distribution, use or loss to donated foods.
- M. Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR 250 with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value.
- N. USDA FOODS:
 - Any USDA Foods received for use by the SFA and made available to the FSMC shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 CFR 250.
 - The FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the SFA.
 - The FSMC shall manage all USDA Foods to ensure the USDA Foods are utilized in the SFA's food service.
 - The FSMC shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service. Commercially purchased foods shall not

be substituted for these foods.

- The FSMC shall utilize all other USDA Foods or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality that the USDA Foods as determined by the SFA, in the SFA's food service.
- The FSMC shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods received during each Contract Term as the USDA Foods are used in the SFA's food service. The FSMC must credit the SFA for all USDA Foods received for use in the SFA's food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.
- Credit issued by the FSMC to the SFA for USDA Foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the Tennessee Department of Agriculture.
- The current market value of USDA Foods is based on the prices issued by the Tennessee Department of Agriculture in compliance with 7 CFR 250.58€.
- The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 CFR 210.9(b)(2).
- At the end of each Contract Term and upon expiration or termination of the Contract, reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC during each Contract Term for use in the SFA's food service.
- The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting the Tennessee Department of Agriculture or processor as applicable.
- The SFA reserves the right to conduct USDA Foods credit audits throughout each Contract Term to ensure compliance with federal regulations 7 CFR 210 and 250.
- The FSMC may store and inventory USDA Foods together with commercial foods purchased for use in the SFA's food service. The FSMC must meet all storage and inventory management requirements outlined in 7 CFR 250. USDA ground beef, ground port, and processed end products shall be stored in a manner that ensures usage in the SFA's food service.
- The FSMC must accept liability for any negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA, and shall credit the SFA either monthly or through a fiscal year-end reconciliation.
- The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and FSMC cannot agree on end

products, the FSMC shall utilize the USDA Foods in the form furnished by the USDA.

- The SFA shall have processing contracts in place when a commercial facility processes or repackages USDA Foods. The FSMC shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods. The Tennessee Recipient Agency Processing Contract, Tennessee State Master Processing Contract, or National Processing Contract must be used as the basis for the processing agreement as determined by the Tennessee Department of Agriculture. The terms and conditions of the processing contract must comply with 7 CFR 250. In accordance with 7 CFR 250.51(a), the FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in a school year or fiscal year (including both entitlement and bonus foods). This includes crediting for the value of USDA Foods contained in processed end products.
- The FSMC shall not enter into subcontracts for further processing of USDA Foods.
- The FSMC shall be responsible for all delivery, freight/handling, storage, and warehousing costs associated with USDA Foods, if applicable.
- If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA Foods processing agreement value unless the processor is providing such credit directly to the SFA. Such credit shall be issued to the SFA on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled.
- The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods.
- The SFA, Tennessee Department of Agriculture, Comptroller General, and U.S. Department of Agriculture, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 CFR 210 and 250.
- The FSMC shall return all unused USDA ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.
- At the discretion of the SFA, the FSMC may be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.
- The SFA shall retain title to all USDA Foods provided to the FSMC for use in the SFA's food service.
- The bid rate per meal must be calculated as if no USDA Foods were available.

O. 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:
 - At least half of the weekly grains offered in the NSLP and SBP such as Breads, bread alternates, and grains, must be whole grain-rich. The remaining grain items offered must be enriched. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per USDA guidelines. If applicable, product should be in moisture-proof wrapping and pack-code date provided.
 - All meat and poultry must have been inspected by the United States Department of Agriculture (USDA) and must be free from off color or odor.
 - Beef must be at least 80:20 lean to fat, preferably 85:15 lean to fat.
 - Poultry should be U.S. Grade A, when applicable, and should meet the recommendations outlined in Specifications for Poultry Products, A Guide for Food Service Operators from the USDA.
 - For breaded and battered items, all flours must be enriched for breads/grains and breading/batter must not exceed 30 percent of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.
 - 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.
 - All cheese should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory melt ability; and contain proper moisture and salt content.
 - 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 (PUFI) by the USDC.
 - 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 and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
 - 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 distributors' second-quality level. Vegetables should have characteristic color and 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.

- All canned vegetables must meet the food distributors' first-quality level (extra fancy and fancy) and canned fruits (standard) must meet the second-quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- 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.
- 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.
- 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.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- All fruit juices must be 100 percent fruit juice.
- 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 products in terms of quality, performance, and desired characteristics, as determined by the SFA.
- 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 Breakfast Programs, Implementation Timeline for Final Rule and/or other subsequent guidance issued by the USDA.
- Nutrition labels or manufacturer specifications must indicate zero grams of trans fat per serving for all foods.
- Fluid milk must be low-fat (flavored or unflavored) or fat-free (unflavored or flavored). Unflavored milk must be offered. Two choices must be offered daily as required by the SFA.

PROFESSIONAL STANDARDS

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>.

Professional standards hours must be completed during the school year (July 1–June 30).

FSMC should provide copies of professional standard hours monthly, and as needed.

RECORD KEEPING

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.

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; processed product nutritional analysis; dates of preparation of meals; number of meals and locations where meals were delivered; signed delivery slips; nutritional content of individual food items and meals as delivered; bills charged to SFA for meals delivered under this contract, including the credit of USDA Foods where applicable; inventory records; food and bid specifications; and all documents and records as noted in this Request for proposal and Contract.

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.

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.

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.

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 retention correspond to either the 3-year record period established in 7 CFR 210.23(c) or the State Agency-established record retention timeframe, whichever is greater.

7 CFR 250.54 (b): Recordkeeping requirements for the food service management company. The food service management company must maintain the following records relating to the use of donated foods in its contract with the recipient agency: (1) The donated foods and processed end products received from, or on behalf of, the recipient agency, for use in the recipient agency's foodservice; (2) Documentation that it has credited the recipient agency for the value of all donated foods received for

use in the recipient agency's foodservice in the school or fiscal year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products; and (3) Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable.

7 CFR 250.54 (c): Review requirements for the recipient agency. The recipient agency must ensure that the food service management company is in compliance with the requirements of this part through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226, as applicable. The recipient agency must also conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the food service management company. 7 CFR 210.16 (c) (1) The food service management company shall maintain such records as the school food authority will need to support its Claim for Reimbursement under this part, and shall, at a minimum, report claim information to the school food authority promptly at the end of each month. Such records shall be made available to the school food authority upon request, and shall be retained in accordance with § 210.23(c).

7 CFR 250.54 (d): Departmental reviews of food service management companies. The Department may conduct reviews of food service management company operations, as necessary, to ensure compliance with the requirements of this part with respect to the use and management of donated foods.

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

- (1) The donated foods and processed end products received and provided to the food service management company for use in the recipient agency's food service;
- (2) Documentation that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's food service in the school or fiscal year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products; and
- (3) The actual donated food values used in crediting.

LICENSES, PERMITS AND TAXES

FSMC shall obtain all federal, state and local licenses and permits required for Nashville Collegiate Prep's Food Service Program and shall be responsible for all sales, use, excise, state and local income taxes and all other state and local taxes attributable to Nashville Collegiate Prep's Food Service Program. The cost of all such licenses, permits and taxes, including an estimated amount for state income taxes based on the operating unit's income, shall be charged as Nashville Collegiate Prep Costs.

In the event that determination is made by a government authority that any sales, purchases, payments, maintenance or use of inventory or property made to or by the FSMC under this Agreement, either in whole or in part, are subject to any sales, use, gross receipts or any similar tax constitute a Direct Cost and shall immediately be reimbursed by Nashville Collegiate Prep to FSMC upon FSMC's demand therefore, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party hereto prior to the date of such determination; further, in the event that such determination forward, shall pay such tax to the FSMC as a Direct Cost or, if applicable, shall assist the FSMC in collecting such tax at the point of sale.

INSURANCE

FSMC agrees to provide a certificate of insurance to Nashville Collegiate Prep showing that FSMC has Contractor's Public Liability, Property Damage and Worker's Compensation Insurance providing and including full coverage for the Board of Education and its agents and employees. The minimum limits of bodily injury are \$5,000,000 and \$10,000,000. Property damage limit is \$100,000. SFA shall be included as an additional insured. Certificates of Insurance shall contain a ten-day cancellation and/or modification clause with requirements of a written notice by the insurance company to Nashville Collegiate Prep. The FSMC shall indemnify and hold harmless Nashville Collegiate Prep and its employees through appropriate insurance (evidence of same will be submitted).

Nashville Collegiate Prep and FSMC waive any and all right of recovery from each other for property damage, or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

INDEMNITY

The FSMC hereby assumes the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever, to all persons, whether employees or otherwise, and to property growing out of or resulting from the operation of the cafeteria as herein before set forth, and provided in this contract, and for any and all damages and/or injuries of any kind which shall occur in connection therewith and said Food Service management Company agrees to indemnify, defend and save harmless the Board, its agents, servants, and employees from and against any and all loss, expenses including legal fees and disbursements, damages or injuries occurring in connection with, or resulting from the use by the Food Service Management Company, its agents or employees, or of equipment, stock, appliance, implements, works, tools or machinery or any other property owned, rented, borrowed by or assigned to the aforesaid Board of Education arising under any law whatsoever, which may be in effect in the locality in which the work is situated or otherwise.

FINANCIAL TERMS

- A. Nashville Collegiate Prep's Food Service Program: FSMC shall manage Nashville Collegiate Prep's Food Service Program for the benefit to Nashville Collegiate Prep's students, faculty and staff. All Federal State reimbursement and cash receipts shall be utilized solely in Nashville Collegiate Prep's Food Service Program or for the improvement of such Food Service Program. All cash receipts shall be turned over to Nashville Collegiate Prep for deposit in Nashville Collegiate Prep's food service account. Nashville Collegiate Prep represents and warrants that the financial and operating information provided by Nashville Collegiate Prep to the FSMC is true, complete and correct and presents fairly and accurately all items of revenue and expense of Nashville Collegiate Prep's Food Service Program to be managed by FSMC herein in conformity with generally accepted accounting principles consistent with that of the preceding years and applied in accordance with past practice.
- B. Nashville Collegiate Prep's Responsibilities: Provide adequate space to operate an efficient food service program, maintain utilities, provide accurate enrollment information to FSMC, and maintain oversight of the NSLP, including (but not limited to) applications, claims, and reviews. All food, equipment, supplies, maintenance, and

personnel costs are to be borne by the FSMC.

Payment to FSMC: FSMC shall invoice Nashville Collegiate Prep on at least a monthly basis for all meals sold on a per-plate basis. Invoice totals shall match production and edit check reports for quantities sold. Nashville Collegiate Prep pays net 30, unless otherwise agreed upon in writing.

Equivalent Meal Count: For the purpose of computing the foregoing meal count, the number of National School Lunch Program and School Breakfast Program meals served to children shall be determined by actual count as recorded in the daily edit check reports and production records.

- C. Number of Meals: Nashville Collegiate Prep does not guarantee a minimum amount of meals but will provide to the FSMC current and projected enrollment and participation rates to help estimate the number of meals that will be sold. No compensation will be provided for lost revenue due to emergency closures to the school(s).
- D. Renegotiation: The FSMC may petition the SFA for an increase in the per meal charge annually at the time of contract renewal. The amount of increase granted shall not exceed the index to which the reimbursement rates are tied. The SFA will utilize the food away from home series of the Consumer Price Index (CPI), South Region, March to March. Before price increases can be implemented, the FSMC must document, through cost or price analysis, the need for such price increase. The SFA will be allowed to propose a price decrease when the contract is considered for renewal. The SFA will utilize the Food Away From Home series of the Consumer Price Index (CPI). The SFA must forward all documentation to the State Agency, School Nutrition Program for review and approval. No price increase may be implemented under this provision without prior approval of State Agency.

ACCOUNTING

- A. Accounting Period Billing: Within seven days after the end of each month, FSMC will submit to Nashville Collegiate Prep an invoice for Nashville Collegiate Prep's financial obligation.
- B. Payment Terms: All invoices submitted by FSMC to Nashville Collegiate Prep shall be paid within 30 days of the invoice date.

REMEDIES

- A. Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder, strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure."

In the event of a Force Majeure which interferes with the operation of Nashville Collegiate Prep's Food Service Program, upon request, FSMC will take all reasonable steps to continue to provide service upon terms and conditions satisfactory to FSMC and Nashville Collegiate Prep and any guarantee provided herein shall be adjusted to account for lost gross receipts and any increased food service costs incurred.

- B. If, at any time, FSMC or Nashville Collegiate Prep shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable Nashville Collegiate Prep to carry out its financial obligation to FSMC, then FSMC or Nashville Collegiate Prep shall have the option to terminate this Agreement by giving 10 days written notice to the other party.
- C. In the event of a breach of this Agreement by either Nashville Collegiate Prep or FSMC, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days with which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by giving the breaching party 30 days' notice of its intention to terminate.
- D. Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.

CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS

- A. Confidential Information: All financial, statistical, operating, marketing and personnel materials and information, including, but not limited to, manuals, recipes, menus and meal plans, and computer programs relative to or utilized in FSMC's business or the business of any affiliate of FSMC (collectively, "Confidential Information"), shall be the property of the FSMC and shall be confidential. Nashville Collegiate Prep shall keep such Confidential Information confidential during and subsequent to the term of this Agreement and shall so instruct to its agents, employees, and independent contractors, and the use of such Confidential Information by Nashville Collegiate Prep in any manner shall not affect FSMC's ownership or the confidential nature of such Confidential Information. Nashville Collegiate Prep shall not photocopy or otherwise duplicate any such Confidential Information without the prior written consent of FSMC.
- B. Proprietary Materials: Nashville Collegiate Prep agree that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials") used by FSMC on Nashville Collegiate Prep's premises in connection with the food services provided by the FSMC under this Agreement shall remain the property of FSMC. Upon termination of this Agreement, all use of trademarks, service marks, and logos shall be discontinued, and Nashville Collegiate Prep shall immediately return all Proprietary Materials.
 - Proprietary Materials shall include any patents developed and/or awarded for any discovery or invention in the course or under such contract.
 - Proprietary Materials shall also include any copyrights and rights in data developed and/or secured in the course or under such contract.

If funds from the non-profit School Foodservice account are used to develop programs or materials, those programs and materials cannot be proprietary. To be clear, items developed with these funds cannot become part of the contractors' property.

Rights to Invention Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

experimental, developmental or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreement,” and any implementing regulations issued by the awarding agencies.

- C. Nashville Collegiate Prep Information: FSMC acknowledges that during the course of this Agreement, FSMC shall have access to business systems, techniques and methods of operation developed at great expense by Nashville Collegiate Prep which FSMC recognizes to be unique assets of Nashville Collegiate Prep’s business. FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this Agreement.

TERM AND TERMINATION

1. This Agreement will be effective for a one-year period commencing July 1, 2023 through June 30, 2024, with option to renew annually for a period not to exceed four additional years. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.
2. This Agreement shall remain in effect throughout its term unless the parties mutually agree, receive prior State agency written approval, and it is in a written document signed by all parties, attached to the Agreement, to amend add, or delete any article or exhibit.
3. This Agreement can be terminated by either Nashville Collegiate Prep or FSMC with a 60-day notification to the resident manager. The FSMC shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.
4. Nashville Collegiate Prep may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of the successful FSMC; liquidation or dissolution of the successful FSMC; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful FSMC; assignment by the successful FSMC for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the FSMC.
5. Nashville Collegiate Prep, in its discretion, may terminate the Agreement in whole or in part at any time, whenever it is determined that the successful FSMC has failed to comply with or breached one or more of the terms and conditions of the Agreement or specifications incorporation therein and the successful FSMC has failed to correct such failure or breach to Nashville Collegiate Prep’s satisfaction within a period of 30 days after receiving written notice thereof from Nashville Collegiate Prep. In the event the partial or total termination of the Agreement, it is hereby agreed that Nashville Collegiate Prep shall only be obligated to pay in accordance with the terms of the Agreement for services which have been accepted by Nashville Collegiate Prep.
6. In the event that the funds are not appropriated due to federal, state or local action, Nashville Collegiate Prep shall have the right to terminate the Agreement by providing written notice to the successful FSMC and Nashville Collegiate Prep will thereby be relieved of all further obligations under the Agreement.

7. Upon termination of the Agreement, the FSMC shall vacate all parts of the premises occupied by the FSMC. Premises are to be in the same condition as made available to the FSMC, with the exception of reasonable wear and tear, fire and other casualty loss.
8. Nashville Collegiate Prep, in the event that FSMC is not able to perform under this Agreement due to events beyond the reasonable control of the FSMC (e.g., strike, labor or material shortage, fire, food or other casualty or Acts of God) may, at its option, terminate this Agreement and assume control of the facilities, equipment, food supplies, expendables, etc., necessary for the continued operation of Nashville Collegiate Prep's non-project, school food service program.
9. Neither the FSMC nor Nashville Collegiate Prep shall be responsible for any resulting losses if the fulfillment of the Agreement is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, Acts of God, or any other acts which could not have been prevented by the exercise of due diligence.
10. Failure of the FSMC to comply with and maintain all local and state sanitation requirements shall constitute a default of the Agreement by the FSMC and at Nashville Collegiate Prep's option may result in termination of the Agreement.
11. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual or legal remedies instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
12. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. This Contract between the FSMC and SFA shall remain in force for one (1) year unless sooner terminated as herein provided. The Contract may be canceled by either party for cause with a sixty (60) day written notice. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (7 CFR 3016.36[i][2]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or equity.
13. 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 the contract or the change increases the contract amount by more than the simplified acquisition threshold (Federal \$250,000) {2 CFR 200.324(b)(5)}.

DEBARMENT/SUSPENSION CERTIFICATE

FSMC must sign a Debarment/Suspension Certification. This certification assures Nashville Collegiate Prep that FSMC has not been debarred from entering into contracts with the federal government or any entity receiving federal funds or suspended from entering contracts during a time when FSMC is being investigated or a legal action is being taken to

debar FSMC from contracting activities. The certification must be attached to the signed contract and kept on file at Nashville Collegiate Prep. A copy of the certification must also be forwarded to the State Agency with a copy of the signed contract or addendum.

INDEPENDENT PRICE DETERMINATION CERTIFICATION

Certification: FSMC must sign a Certificate of Independent Price Determination regarding pricing which conforms in substance with language in attached certificate of Independent Price Determination prototype. The certification must be attached to the signed contract kept on file at Nashville Collegiate Prep. A copy of the certification must also be forwarded to the state with a copy of the signed contract or addendum.

LOBBYING

A. Certification: FSMC must sign a Lobbying Certification regarding lobbying which conforms in substance with language in 7 CFR 3018. The certification must be attached to the signed contract and kept on file at Nashville Collegiate Prep. A copy of the certification must also be forwarded to the state agency with a copy of the signed contract or addendum.

B. Disclosure Form: FSMC must disclose lobbying activities in connection with the Programs. The disclosure forms must be attached to the signed contract and kept on file at Nashville Collegiate Prep. A copy of the disclosure form must also be forwarded to the state agency with a copy of the signed contract or addendum.

ENTIRE AGREEMENT AND AMENDMENTS

This Agreement, along with the Request for Proposal documentation, represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement and there are no understandings, representation or agreements, oral or written, express or implied other than those set forth herein. The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

NOTICES

All notices, consents, waivers or other communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), telex or courier service, charges prepaid, or by facsimile transmission (followed by the original) to the address (or to the telex, facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To Nashville Collegiate Prep:

Tamara Abbott
c/o Nashville Collegiate Prep
1638 Bell Rd.
Nashville, TN 37211

To FSMC:

If such notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office or courier service for delivery to that person or, in the case of telex, when dispatched or, in the case of facsimile transmission, when received.

WAIVER

The failure of FSMC or Nashville Collegiate Prep to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenant or conditions of this Agreement or the failure to demand prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to this end the provisions of this Agreement are declared to be severable.

GENERAL RULES

It will be strictly understood that the FSMC and any of the employees of the Food Service Department shall at no time bring upon the premises any alcoholic beverages for sale, gifts or for use in any manner whatsoever.

No tobacco or drugs in any form are to be sold or served by the FSMC or any of the Food Service employees on the premises and it is also agreed that all Food Service employees shall abstain from the use of tobacco and alcohol in any form whatsoever in the kitchen, storage rooms, eating rooms, or in any other room wherein the food is stored, prepared or served.

No food shall be prepared in the school Food Service facility other than food used for the School Food Service Program or special occasions approved by Nashville Collegiate Prep.

HEADINGS

All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

NASHVILLE COLLEGIATE PREP (“Nashville Collegiate Prep”)

By: _____
Dan Boone, President – ReThink Forward, Inc.

_____ (Food Service Management Company)

By: _____
Authorized Signature, Title

RFP Attachments



ATTACHMENT A – SITE DATA FORM

Grades: K-8

Grade Level	Estimated 2023-2024 Enrollment
K	100
1	92
2	92
3	92
4	92
5	75
6	50
7	25
8	2024-25 school year, see below.
TOTAL	618

2024-2025 – will add grade 8 for a total of 879 students

School Hours: 8 am – 3pm

Meal delivery times to classrooms will be coordinated with school leadership

ATTACHMENT B

MONTHLY ATTENDANCE EDIT CHECK

MONTH	ADM	# OF OPERATING DAYS	MONTHLY FREE BREAKFAST	MONTHLY REDUCE BREAKFAST	MONTHLY PAY BREAKFAST	MONTHLY FREE LUNCH	MONTHLY REDUCE LUNCH	MONTHLY PAY LUNCH
AUG 22	444	20 BK 21 LUNCH	171	27	2176	241	41	1787
SEP 22	415	20	958	249	1850	1035	274	1657
OCT 22	415	14	930	248	1130	1149	281	1152
NOV 22	431	17	1165	279	1332	1484	298	1373
DEC 22	435	11	768	169	925	1033	211	1031
JAN 23	438	19	1251	236	1430	1664	296	1719
FEB 23	446	18	1277	206	1531	1632	276	1755
MAR 23	452	17	1073	191	1352	1375	250	1656
APR 23	450	18	1382	255	1500	1471	274	1558

ATTACHMENT C – CERTIFICATE OF NON-DISCRIMINATION

CERTIFICATE OF NON-DISCRIMINATION

By submission of this Request for Proposal, the Proposer (NAME OF FIRM)

certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments; and, further, that he/she/it does not and will not permit his/her/its employees to perform their services at any location under his/her/its contract where segregated facilities are maintained.

PROPOSER'S NAME

SIGNATURE

DATE

Printed or Typed Name of Individual Signing for the Proposer

ATTACHMENT D – PROPOSAL AGREEMENT

REQUEST FOR PROPOSAL AGREEMENT

In compliance with the Request for Proposal in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees if this Request for Proposal be accepted to furnish any or all services upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item.

The undersigned further agrees, if awarded this contract, to protect, defend and hold harmless Nashville Collegiate Prep, their Board Members, agents, and employees from any suits or demands for payment that may be brought against it for the use of any product or article that becomes a part of this contract, and further agrees to indemnify and hold harmless Nashville Collegiate Prep, their Board Members, agents, and employees from any suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or his servants or agents in the course of fulfilling the terms of this contract.

Name of Firm

Address

City

State

Zip

Authorized Representative (Print Name and Title)

Signature and Date

ATTACHMENT E – HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between _____,
(Name of Proposer)
(hereinafter Proposer), and Nashville Collegiate Prep named in this RFP.

Proposer agrees that as a condition precedent to Proposer being awarded this contract from Nashville Collegiate Prep Proposer agrees to indemnify, protect, defend, and hold harmless Nashville Collegiate Prep, their Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Nashville Collegiate Prep, their Board Members, agents and employees alleging injuries or damages sustained by any person arising out of or in the course of "Proposer's" providing goods or services to Nashville Collegiate Prep.

(Name of Proposer)

BY: _____

TITLE: _____

State of Tennessee County of Davidson

_____ personally, appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of _____.

Signature

Witness by hand and Notaries seal at office this _____ day of _____, year of _____.

Notary Public

My Commission Expires: _____

ATTACHMENT F –
DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION

AD-1048

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



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

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

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

(Read instructions on page two before completing certification.)

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

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

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, 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 shall 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 C.F.R. 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 shall 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 System for Award Management (SAM) 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.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is 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 shall 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 it 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 Non-Procurement List.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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 G –
CERTIFICATION REGARDING LOBBYING

**Applicable to Grants, Subgrants, Cooperative Agreements and Contracts Exceeding
\$100,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his knowledge and belief, that:

(1) 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering in to a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.

(2) 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

(4) The undersigned agrees to abide by Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, Federal funds, grant or any other award covered by 31

U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal fund that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Food Service Management Company Name

Address of Organization

Name/Title of Submitting Official

ATTACHMENT H – NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

State of _____

County of _____

I state that I am _____ of _____

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

I state that:

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

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

Name and Company Position

SWORN TO AND SUBSCRIBED BEFORE ME
THIS

_____ D

AY

OF _____, _____

Notary Public

My commission expires

Instructions for Non-Collusion Affidavit

1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.
2. This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted on the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all the other persons employed by or associated with the bidder with responsibilities for the preparation, approval, and or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file and Affidavit in compliance with these instructions will result in disqualification of the bid.

ATTACHMENT I – BUY AMERICAN PROVISION

CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS

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.
3. 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)
4. 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)
5. The FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements

Request 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 10 days prior to the scheduled delivery date.

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

Vendor Certification

Authorized Signature Date

ATTACHMENT J – PROPOSAL SUMMARY

PROPOSAL SUMMARY

This document contains a proposal solicitation for the furnishing of management services for the operation of the nonprofit food service programs for the period beginning 7/1/23 and ending 6/30/24 and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the FSMC and the SFA. The FSMC shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the proposal solicitation/Contract.

MEAL RATES AND FEES MUST BE QUOTED AS IF NO USDA FOODS WILL BE RECEIVED

1. All proposals must be calculated based on the menu(s) in Attachment Q. All proposals shall be submitted using the Proposal Summary form attached herein. The proposed price(s) must not include the use of USDA Foods or any alternate pricing structure. Proposals must be written in ink or typed in the blank space(s) provided.
2. Fixed Meal Prices for Reimbursable Meals and Meal Equivalents. FSMC shall be paid a fixed meal price (Fixed Meal Price) for each Reimbursable Meal and Meal Equivalent provided by the FSMC under this Agreement as follows:

Reimbursable Meals and Meal Equivalents	Fixed Meal Price
Lunch Meal Equivalent	\$____.____
Breakfast Meal Equivalent	\$____.____
Snack Meal Equivalent	\$____.____
SSO	\$____.____

3. The total cost includes direct pay items that must be funded from Food Service Program revenues but are included in the Fixed Meal Price paid per meal to FSMC, such as SFA's salary and benefits, indirect cost, commodity and other SFA costs.
4. A meal or meal equivalent shall be calculated as follows:

A lunch equivalent includes student reimbursable lunches and full-paid adult lunches, counted as one meal equivalent for each lunch served. A breakfast equivalent includes student reimbursable breakfasts and full-paid adult breakfasts, counted as (.50) meal equivalents for each breakfast served. An afterschool snack includes student reimbursable snacks, counted as (0.25) meal equivalents. A la carte food sales are converted to meal equivalents by dividing the total dollars of a la carte sales by three dollars (3.00).

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

Name of FSMC

Street Address, City, State, Zip Code

By submission of this proposal, the FSMC certifies that, in the event the FSMC receives an award under this solicitation, the FSMC shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year terms.

Authorized FSMC Name	Title	Date
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Authorized FSMC Signature	Date
---------------------------	------

Acceptance of Contract

School Food Authority (SFA)

Signature of SFA Representative	Title	Date
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ATTACHMENT K – SCORING MATRIX

Proposer Name: _____

Proposal Evaluations Category: <i>Scoring information</i> • Items Considered/Scored	Score
<p>Experience (Maximum 10 Points): <i>Exceptional = 7-10 points; Good = 3-6 points; Fair = 1-2 points; Poor = did not meet RFP requirements and receives 0 points. Each bullet will be scored, the average of all scores in this section becomes the section score.</i></p> <ul style="list-style-type: none"> • Corporate or individual history showing experience with other charter schools and within the Child Nutrition Program/NSLP regulations • Summary showing bidders special qualifications, philosophy which may give bidder ability to satisfy all bid requirements • Customer references for similar projects representing the five largest accounts currently serviced by the vendor. <p>Reliability (Maximum 30 Points): <i>Exceptional = 27-30 points; Good = 13-26 points; Fair = 1-12 points; Poor = did not meet RFP requirements and receives 0 points. Each bullet will be scored, the average of all scores in this section becomes the section score.</i></p> <ul style="list-style-type: none"> • Whether the Proposer or any of the Proposer’s employees, agents, independent contractors, or subcontractors have been indicted, accused or convicted or been subject of a grand jury or criminal investigation. • Bankruptcy or insolvency proceedings. • Credit references, including at least three (3) trade or industry suppliers. • Audited financial reports shows “financial stability” for past three (3) years. • Bid bond represents 5% of the total proposal. • All required forms and documentation have been provided in the bid response <p>Staffing Plan (Maximum 10 Points): <i>Exceptional = 7-10 points; Good = 3-6 points; Fair = 1-2 points; Poor = did not meet RFP requirements and receives 0 points. Each bullet will be scored, the average of all scores in this section becomes the section score.</i></p> <ul style="list-style-type: none"> • Resumes and/or work history for corporate and site leadership. • Organizational chart highlighting the staffing and lines of authority for key personnel to be used in performing the contract and personnel roster of key people assigned to the proposed project. • Contingency planning documentation ensuring optimal staffing levels at all times. <p style="text-align: right;">Qualifications & Experience Total</p>	
<p>Operational Plan (Maximum 15 Points): <i>Exceptional = 11-15 points; Good = 6-10 points; Fair = 1-5 points; Poor = did not meet RFP requirements and receives 0 points. Each bullet will be scored, the average of all scores in this section becomes the section score.</i></p> <ul style="list-style-type: none"> • Bid response contains enough information to demonstrate FSMC’s understanding of the requirements of the project and the project schedule. • Proposer’s bid response clearly identifies scope of services and project management sufficient to perform services as required in the RFP. • Menu planning provided meets all requirements and presents an appealing option for SFA • Equipment schedule is sufficient to perform services required and lists model number and age of equipment. <p style="text-align: right;">Operational Plan Total</p>	
<p style="text-align: right;">Proposal Evaluation Total (Qualifications/Experience + Operational Plan)</p>	

Evaluator _____

Review Date _____

ATTACHMENT L – COST SCORING/EVALUATION

Proposer Name:

RFP Coordinator

Review Date

The RFP Coordinator shall use the following to calculate the Proposer's **TOTAL PROPOSED COST** for the purposes of evaluation.

The RFP Coordinator shall use the following matrix to calculate the **SCORE** for the subject cost proposal (calculations shall result in numbers rounded to two decimal places.) The matrix represents the formula:

Lowest Cost Proposal ÷ Maximum Cost Points = Points for Proposal Being Evaluated
 Proposal Being Evaluated

1	Lowest total proposed cost amount from all proposals	
2	The total proposed annual program cost for this proposal	
3	The amount calculated by dividing the amount in row one (1) by the amount in row two (2) above	
4	The maximum number of points that will be awarded for the Cost Proposal category	35
5	The product calculated by multiplying the amount in row three (3) above times the number in row four (4) above	
	THE NUMBER IN ROW FIVE (5) IS THE COST PROPOSAL SCORE	

ATTACHMENT M – PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator: _____

Compilation Date: _____

	PROPOSER NAME	PROPOSER NAME	PROPOSER NAME
Qualifications & Experience Sections (Maximum 50 Points Combined)			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
AVERAGE			
Operational Plan (Maximum 15 Points)			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
AVERAGE			
Total Proposed Cost (Maximum 35 Points)			
SCORE FOR COST			
PROPOSAL SCORE (Maximum 100 Points)			

ATTACHMENT N – FINANCIAL RESOURCES DOCUMENTATION

PROPOSER SIGNATURE

DATE

FINANCIAL RESOURCE DOCUMENTATION	AMOUNT *	FINANCIAL STATEMENT PAGE REFERENCES #
1) CURRENT ASSETS (Cash, marketable securities, accounts receivable, and inventories)		
2) FIXED ASSETS (Plant and equipment less depreciation)		
3) CASH		
4) INVENTORIES		
5) CURRENT LIABILITIES (Accounts payable, short-term notes payable, current maturities of long-term debt, accrued income taxes, and other accrued expense and wages)		
6) LONG-TERM DEBT		

* Amount as documented by the audited Financial Statement

References to audited Financial Statement pages where the subject amount may be confirmed.
The amounts should be highlighted on the referenced page of the audited financial statement submitted with the proposal in response to this RFP.

ATTACHMENT O – USDA FOODS

USDA FOODS

Any USDA Foods received for use by the SFA and made available to the FSMC shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.

The FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the SFA.

The FSMC shall manage all USDA Foods to ensure the USDA Foods are utilized in the SFA's food service.

The FSMC shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service. Commercially purchased foods shall not be substituted for these foods.

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

The FSMC shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods received during each Contract Term as the USDA Foods are used in the SFA's food service. The FSMC must credit the SFA for all USDA Foods received for use in the SFA's food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.

Credit issued by the FSMC to the SFA for USDA Foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the Tennessee School Nutrition Program.

The current market value of USDA Foods is based on the prices issued by the Tennessee School Nutrition Program in compliance with 7 C.F.R. 250.58(e).

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

At the end of each Contract Term and upon expiration or termination of the Contract, reconciliation shall be conducted by the SFA to ensure and verify correct that proper credit has been received for the full value of all USDA Foods received by the FSMC during each Contract Term for use in the SFA's food service.

The FSMC shall retain title of all purchased food and nonfood items.

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 and the good specifications contained herein.

Under the provisions stated in the Base Contract, the FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). Furthermore, the FSMC shall be responsible for activities related to

USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250. In support of terms outlined in the USDA Foods section of the Base Contract, Parties shall provide the following:

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

Proposer Name

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

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

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

Proposer Signature and Date

ATTACHMENT P – 2023/2024 SCHOOL CALENDAR

AUGUST

August 7: First full day of school

SEPTEMBER

September 1: Professional development day (students do not report)

September 4: Labor Day Holiday (School closed)

OCTOBER

October 6: Annual training / administrative duties (Students do not report)

October 9-13: Fall Break

October 27: Parent conference day (Students do not report)

NOVEMBER

November 10: Veterans Day (District closed)

November 22-24: Thanksgiving Holidays

DECEMBER

December 21-29: Winter Holidays

JANUARY

January 1-3: Winter Holidays

January 4: Teacher planning (Students do not report)

January 5: Professional development day (Students do not report)

January 15: MLK Holiday (School closed)

FEBRUARY

February 19: School-based professional development (Students do not report)

MARCH

March 8 – School based professional development (Students do not report)

March 11-15: Spring Break

March 29: School based professional development Students do not report)

APRIL

MAY

May 23: Last day of school for Students

May 24: School based professional development (Students do not report)

May 27: Holiday (Students do not report)

ATTACHMENT Q – MENUS AND MEAL PATTERNS

Food-Based Meal Pattern – 21-Day Lunch Menu for K-8th grade

	1	2	3	4	5	VEG Weekly cup portions
M/M A			Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese= 2.5 oz. eq. M/MA)	Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	1/2 cup Dark Green
G/B	3-4 oz. Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz. Cheese Sauce (2 oz. eq. M/MA)	4.5 oz.	3 oz.	4.5 oz. slice	x
	1 oz. WGR Dinner Roll (1 oz. eq. grain)	1/2 c. WGR Pasta Macaroni (1 oz. eq. grain)	1.5 oz. 8" WGR Tortilla (1.5 oz. eq. grain)	2 oz. WGR Bun (2 oz. eq. grain)	2 oz. WGR Pizza Crust (2 oz. eq. grain)	x 3/4 cup Red/Orange
	1/2 c. Seasoned WGR Brown Rice		1 oz. WGR Tortilla Chips			x 1/2 cup Beans/Peas
Fruit	1/2 c. 1/2 cup Peaches	1/2 c. 1/2 cup Fresh Apple Slices	1/2 c. 1/2 cup Pineapple Chunks	1/2 c. 1/2 cup Cinnamon Applesauce	1/2 c. 1/2 cup Fresh Orange Wedges	x 1/2 cup Starchy
						x 1/2 cup Other
Veg	1/4 c. 1 cup Baked Beans = 3/4 cup credit (USDA 1-06)	1/4 c. 1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	3/4 cup 1 Cup (1/2 Cup credit) Iceberg Lettuce	1 cup 3/4 cup Baked Potato Wedges	1/4 c. 3/4 cup Baby Carrots	x 1 cup Add'l
			1/4 cup Salsa	1/4 cup lettuce (1/8 cup credit) & 1/8 cup onion, pickles (garnish)	FF Ranch	
						x Grains (9.5 oz.)
MM A	6	7	8	9	10	VEG Weekly cup portions
	4 pieces (4 oz.) Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	1 C u p Spaghetti (1/2 cup meat sauce = 2 oz. eq. M/MA)	2 oz. BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	3 oz. Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz. Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	x 1/2 cup Dark Green
G/B	1 oz.-1.25 oz. WGR Nugget Breading (1-1.25 oz. eq. grain)	1/2 c. WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz. WGR Bun (2 oz. eq. grain)	1 oz. 6" WGR Tortilla (1 oz. eq. grain)	2 oz. WGR Bread (2 oz. eq. grain)	x 3/4 cup Red/Orange
	1 oz. Dinner Roll (1 oz. eq. grain)					x 1/2 cup Beans/Peas
Fruit	1/2 c. 1/2 cup Fresh Fruit Mix—Grapes,	1/2 c. 1/2 cup Fresh Banana	1/2 c. 1/2 cup Fruit Cocktail	1/2 c. 1/2 cup Cantaloupe Wedges	1/2 c. 1/2 cup Pears	x 1/2 cup Starchy

			Blueberries, Strawberries					x	1/2 cup Other								
Veg	3/4 c.	3/4 Black-eyed peas	1 cup	1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	3/4 c.	3/4 cup Baked Sweet Potato Fries	3/4 c.	3/4 cup Sweet Peas	3/4 c.	3/4 Cup Green Beans	x	1 cup Add'l					
				1/4 cup Tomato Sauce							x	Grains (8-8.25 oz.)					
M/ MA	11	1/2 Cup	Chili (2 oz. cooked beef = 2 oz. eq. M/MA)	12	1 Each	Turkey Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/MA)	13	2 oz.	Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/MA)	14	1 Each	Chicken Fajita (USDA D-40- 1 fajita = 2 oz. eq. M/MA)	15	4.5 oz. slice	Pepperoni/C heese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup Dark Green
G/B	1 oz.	1 oz.	WGR Oyster Crackers (1 oz. eq. grain)	1 oz.	1 oz.	WGR Croutons (1 oz. eq. grain)	1.5 oz.	1 oz.	WGR Hot Dog Bun (1.5 oz. eq. grain)	1 oz.	1 oz.	6"WGR Tortilla (1 oz. eq. grain)	2 oz.	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	x	3/4 cup Red/Or ange
Fruit	1 oz.	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1 oz.	1 oz.	WGR Soft Breadstick (1oz. eq. grain)	1/2 c.	1/2 c.	1/2 cup Fresh Apple Slices	1 oz.	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	1/2 c.	1/2 c.	1/2 cup Peaches	x	1/2 cup Beans/ Peas
	1/2 c.	1/2 c.	1/2 cup Mixed Fruit	1/2 c.	1/2 c.	1/2 cup Watermelon				1/2 c.	1/2 c.	1/2 cup Fresh Orange Wedges	1/2 c.	1/2 c.	1/2 cup Peaches	x	1/2 cup Starchy
																x	1/2 cup Other
Veg	3/4 c.	3/4 cup Variety Beans (Chili)	1 cup	1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	3/4 c.	3/4 Cup Cucumber Sticks	1 cup	3/4 cup Mexicali Corn	3/4 c.	3/4 cup Baby Carrots	x	1 cup Add'l					
							FF Ranch	1/4 cup salsa		FF Ranch						x	Grains (9.5 oz.)
M/M A	16	5 pieces (3 oz.)	Baked Breaded Chicken Tenders (5 pieces = 2 oz. eq. M/MA)	17	2 oz.	Pork Stir Fry (2oz. cooked porked = 2 oz. eq. M/MA)	18	1 Cup	Ziti- (1/2 Cup turkey meat sauce = 2 oz. eq. M/MA)	19	4.66 oz.	Hot Deli Turkey and Cheese Sub (1.66 oz. Turkey & 1 oz. Cheese = 2 oz. eq. M/MA)	20	1 Each	Beef Burrito (2 oz. cooked beef = 2 oz. eq. M/MA)	x	1/2 cup Dark Green
G/B	1 oz.	1 oz.	WGR Biscuit (1 oz. eq. grain)	1/2 c.	1/2 c.	WGR Brown Rice (1 oz. eq. grain)	1/2 c.	1/2 c.	WGR Pasta- Ziti (1/2 Cup pasta = 1 oz. eq. grain)	2 oz.	2 oz.	WGR Bun (2 oz. eq. grain)	1.5 oz.	1.5 oz.	8"WGR Tortilla (1.5 oz. eq. grain)	x	1/2 cup Red/Ora nge
	1 oz.	1 oz.	Tenders WGR Breading (1 oz. eq. grain)	1/2 c.	1/2 c.	1/2 cup Fresh Pineapple Chunks	1/2 c.	1/2 c.	1/2 cup Fresh Banana	1/2 c.	1/2 c.	1/4 cup Sliced Kiwi with	1/2 c.	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	x	1/2 cup Beans/ Peas
Fruit	1/2 c.	1/2 c.	1/2 cup Baked Cinnamon Apples	1/2 c.	1/2 c.	1/2 cup Fresh Pineapple Chunks	1/2 c.	1/2 c.	1/2 cup Fresh Banana	1/2 c.	1/2 c.	1/4 cup Sliced Kiwi with	1/2 c.	1/2 c.	1/2 cup Fresh Melon(s)	x	1/2 cup Starchy
												1/4 cup Red Grapes				x	1/2 cup Other
Veg	3/4 c.	3/4 Cup Black Beans	3/4 c.	1/2 cup Broccoli, Steamed	1 cup	3/4 cup Carrot Sticks	3/4 c.	3/4 Cup Tater Tots	3/4 c.	3/4 c.	1 Cup (1/2 Cup credit) Iceberg Lettuce	x	1 cup Add'l				

			1/4 cup Oriental Veg (Stir Fry)	1/4 cup Tomato Sauce		1/4 cup Tomatoes, Onion (Salsa)	x Grains (8.5 oz.)
	21		It is recommended to utilize USDA recipe to prepare menu items when applicable.				
M/M A	1 Each	Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)	WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate				
G/B	1 oz.	Whole Grain Rich Bun (1 oz. eq. grain)	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.				
Fruit	1/2 c.	1/2 cup Fresh Apple Slices	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.				
			Products may be brand name or equivalent as stipulated in this contract.				
			The contractor is encouraged to incorporate low sodium products.				
			Required average daily calorie range per 5-day week = 600-650				
Veg	1-3/4 cup	1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	*Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, Mesclun, and green and red leaf lettuce.				
		1/4 cup Tomatoes	Grains must meet the designated ounce equivalents per the menu guidelines.				
		3/4 cup Crinkle Cut Fries	Light, low-fat, non-fat, and low- sugar products/food items are to be used as necessary to meet the average daily calorie range.				
			Condiments to be included,				

Food-Based Meal Pattern
21-Day Cycle Menu for K – 8th Grade
Lunch

	1	2	3	4	5	VEG Weekly cup portions
M/MA	3-4 oz. Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz. Cheese Sauce (2 oz. eq. M/MA)	4.5 oz. Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese= 2.5 oz. eq. M/MA)	3 oz. Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	4.5 oz. slice Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x 1/2 cup Dk Green
G/B	1 oz. WGR Dinner Roll (1 oz. eq. grain)	1/2 cup WGR Pasta—Macaroni (1 oz. eq. grain)	1.5 oz. 8"WGR Tortilla (1.5 oz. eq. grain)	2 oz. WGRHamburger Bun (2 oz. eq. grain)	2 oz. WGR Pizza Crust (2 oz. eq. grain)	x 1-1/4 cup Red/Orange
	1/2 cup Seasoned WGR Brown Rice (1 oz. eq. grain)	1 oz. WGR Dinner Roll (1 oz. eq. grain)	1 oz. WGR Tortilla Chips (1 oz. eq. grain)			x 1/2 cup Beans/Peas
Fruit	1 cup 1 cup Peaches	1 cup 1/2 cup 100% Fruit Blend Juice	1 cup 1 cup Pineapple Chunks	1 cup 1 cup Cinnamon Applesauce	1 cup 1 cup Grapes	x 1/2 cup Starchy
		1/2 cup Fresh Apple Slices				x 3/4 cup Other
Veg	1 cup 1-1/3 Cup Baked Beans = 1 Cup credit (USDA I-06)	1 cup 2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup 1-1/2 Cup (3/4 Cup credit) Iceberg Lettuce	1 cup 1 Cup Baked Potato Wedges	1 cup 1 Cup Baby Carrots	x 1-1/2 cup Add'l
			1/4 Cup Salsa		FF Ranch	
						x Grains (10.5 oz)

	6		7	8	9	10	VEG Weekly cup portions
M/MA	4 pieces (4 oz.) Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	1 Cup Spaghetti (1/2 Cup meat sauce = 2 oz. eq. M/MA)	2 oz. BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	3 oz. Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	2 oz. Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1 oz.-1.25 oz. WGR Nugget Breading (1-1.25 oz. eq. grain)	1 cup WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz. WGR Bun (2 oz. eq. grain)	2 oz. 10" WGR Tortilla (2 oz. eq. grain)	2 oz. WGR Bread (2 oz. eq. grain)	x	1-1/4 cup Red/Orange
	1 oz. WGR Dinner Roll (1oz. eq. grain)	1 oz. Garlic Bread (1 oz. eq. grain)				x	1/2 cup Beans/Peas
Fruit	1 cup 1 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	1 cup 1/2 cup Fresh Banana	1 cup 1 cup Fruit Cocktail	1 cup 1 cup Cantaloupe Wedges	1 cup 1 cup Pears	x	1/2 cup Starchy
		1/2 cup 100% Apple Juice				x	3/4 cup Other
Veg	1 cup 1 cup Black Beans	1-1/4 cup 2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup 1 Cup Baked Sweet Potato Fries	1 cup 1 Cup Sweet Peas	1 cup 1 Cup Green Beans	x	1-1/2 cup Add'l
		1/4 Cup Tomato Sauce					
						x	Grains (10-10.25 oz)
M/MA	11 1/2 Cup Chili (2 oz. cooked beef = 2 oz. eq. M/MA)	12 2 oz. Turkey and Cheese Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/MA)	13 2 oz. Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/MA)	14 1 Each Chicken Fajita (USDA D-40- 1 fajita = 2 oz. eq. M/MA)	15 4.5 oz. slice Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1 oz. WGR Oyster Crackers (1 oz. eq. grain)	1 oz. WGR Croutons (1 oz. eq. grain)	1.5 oz. WGR Hot Dog Bun (1.5 oz. eq. grain)	1 oz. 6" WGR Tortilla (1 oz. eq. grain)	2 oz. WGR Pizza Crust (2 oz. eq. grain)	x	1-1/4 cup Red/Orange
	1 oz. WGR Dinner Roll (1 oz. eq. grain)	1 oz. WGR Soft Breadstick (1 oz. eq. grain)	1 oz. Hard Pretzels (1 oz. eq. grain)	1 oz. WGR Tortilla Chips (1 oz. eq. grain)		x	1/2 cup Beans/Peas
Fruit	1 cup 1 cup Mixed Fruit	1 cup 1 cup Watermelon	1 cup 1/2 cup Fresh Apple	1 cup 1 cup pineapple chunks	1 cup 1 cup Grapes	x	1/2 cup Starchy
			1/2 cup 100% Fruit Punch Juice			x	3/4 cup Other
Veg	1 cup 1 cup Variety Beans (Chili)	1 cup 2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup 1 Cup Cucumber Sticks	1-1/4 cup 3/4 cup Mexicali Corn	1 cup 1 Cup Baby Carrots	x	1-1/2 cup Add'l
				1/4 cup Salsa			
					FF Ranch	x	Grains (10.5 oz)
M/MA	16 5 pieces (3 oz.) Baked Breaded Chicken Tenders (5 pieces = 2 oz. eq. M/MA)	17 2 oz. Pork Stir Fry (2 oz. cooked pork = 2 oz. eq. M/MA)	18 1 Cup Ziti- (1/2 Cup turkey meat sauce = 2 oz. eq. M/MA)	19 4.66 oz. Hot Turkey and Cheese (Sub)	20 1 Each Beef Burrito (2 oz. cooked beef = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1 oz. WGR Biscuit (1 oz. eq. grain)	1 c. WGR Brown Rice (2 oz. eq. grain)	1/2 c. WGR Pasta- Ziti (1/2 Cup pasta = 1 oz. eq. grain)	2 oz. WGR Bun (2 oz. eq. grain)	1.5 oz. 8" WGR Tortilla (1.5 oz. eq. grain)	x	1-1/4 cup Red/Orange

Fruit	1 oz.	WG Tenders Breading (1 oz. eq. grain)	1 cup	1 cup Pears	1 oz.	Garlic Bread (1 oz. eq. grain)	1 cup	1/2 cup Sliced Kiwi with 1/2 cup Red Grapes	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	x	1/2 cup Beans/Peas
	1 cup	1 cup Baked Cinnamon Apples			1 cup	1/2 cup Fresh Banana			1 cup	1 cup Fresh Melon(s)	x	1/2 cup Starchy
						1/2 cup 100% Apple Juice					x	3/4 cup Other
Veg	1 cup	1 -1/3 Cup Baked Beans = 1 Cup credit (USDA I-06)	1 cup	3/4 cup Broccoli	1-1/4 cup	1 cup Carrot Sticks	1 cup	1 cup Tater Tos	1-1/4 cup	2 Cups (1 Cup credit) Iceberg Lettuce	x	1-1/2 cup Add'l
				1/4 cup Oriental Veg (Stir Fry)		1/4 cup Tomato Sauce				1/4 cup Tomatoes, Onion (Salsa)		
											x	Grains (10.5 oz)
M/MA	21		WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate									
G/B	2 oz.	Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.									
	2 oz.	Whole Grain Rich Bun (2 oz. eq. grain)	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.									
			Products may be brand name or equivalent as stipulated in this contract.									
			The contractor is encouraged to incorporate low sodium products.									
Fruit	1 cup	1 cup Fresh Apple Slices	Required average daily calorie range per 5-day week = 750–850									
			*Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, Mesclun, and green and red leaf lettuce.									
			Grains must meet the designated ounce equivalents per the menu guidelines.									
Veg	1-3/4 cup	1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	Light, low-fat, non-fat, and low- sugar products/food items are to be used as necessary to meet the average daily calorie range.									
		1/4 cup Tomatoes	Condiments to be included,									
			It is recommended to utilize USDA recipe to prepare menu items when applicable.									
		3/4 cup Crinkle Cut Fries										

EXHIBIT B, PART 2
Food-Based Meal Pattern
21-Day Cycle Menu for K – 12th Grade
Breakfast

1	<p>G/B 1.2 oz. WGR Pancakes (1 o.z eq. grain)</p> <p>G/B or 1 oz. Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)</p> <p>M/MA</p> <p>F/V 1/2 c. Fresh Blueberries</p> <p>1/2 c. 100% Pineapple Juice</p> <p>Syrup</p>	2	<p>1 oz. WGR Toast (1 oz. eq. grain)</p> <p>1/2 egg Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies</p> <p>1/2 c. Orange Wedges</p> <p>1/2 c. 100% Orange Juice</p> <p>1/4 c. Mushrooms, Red/Green Peppers, and Onions</p>	3	<p>1 oz. WGR English Muffin (1 oz. eq. grain)</p> <p>1 oz. 1/2 Egg (1 oz. eq. M/MA)</p> <p>1/2 oz. Low-fat Cheese (.5 oz. eq. M/MA)</p> <p>1/2 c. Fresh Strawberries</p> <p>1/2 c. 100% Apple Juice</p>	4	<p>WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>1 oz. Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)</p> <p>1/2 c. Fresh Banana</p> <p>1/2 c. 100% Grape Juice</p>	5	<p>2 oz. WGR Bagel (2 oz. eq. grain) w/ Low-Fat cream cheese</p> <p>1/2 c. Fresh Apple Slices</p> <p>1/2 c. 100% Fruit Punch Juice</p>
6	<p>G/B ½ c. WGR Oatmeal (1 oz. eq. grain)</p> <p>G/B or 2 oz. WGR Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)</p> <p>M/MA</p> <p>F/V 1/2 c. Cinnamon Apples</p> <p>1/2 c. 100% Pineapple Juice</p>	7	<p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>2 oz. WGR Apple Muffin (2 oz. = 1 oz. eq. grain)</p> <p>1/4 c. Raisins (1/4 c. credits 1/2 c.)</p> <p>1/2 c. 100% Orange Juice</p>	8	<p>2.4 oz. WGR Waffles (2.4 oz. = 2 oz. eq. grain)</p> <p>1/2 c. Pineapple</p> <p>1/2 c. 100% Apple Juice</p> <p>Syrup</p>	9	<p>WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>1 oz. WGR Animal Crackers (1 oz. = 1 oz. eq. grain)</p> <p>1/2 c. Pears</p> <p>1/2 c. 100% Grape Juice</p>	10	<p>1 oz. WGR English Muffin</p> <p>2 Tbsp. Peanut Butter (2 Tbsp. = 1 oz. eq. M/MA)</p> <p>1/2 c. Peaches</p> <p>1/2 c. 100% Fruit Punch Juice</p>
11	<p>G/B 4.8 oz. WGR French Toast (4.8 oz. = 2 oz. eq. grain)</p>	12	<p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.</p>	13	<p>1 oz. WGR Biscuit (1 oz. eq. grain)</p>	14	<p>WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.</p>	15	<p>1 oz. WGR Toast (1 oz. eq. grain)</p>

G/B or			1/2 c.	Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)	1 oz	Egg (1/2 egg = 1 oz. eq. M/MA)	2 oz.	Hard Boiled Egg (1 egg = 2 oz. eq. M/MA)	1/2 egg	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies	
M/MA					1/2 oz	Low-fat Cheese (.5 oz. eq. M/MA)					
F/V	1/2 c.	Applesauce	1/2 c.	Fresh Banana	1/2 c.	Orange Wedges	1/2 c.	Mixed Fruit	1/2 c.	Fresh Blueberries	
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Orange Juice	
		Syrup							1/4 c.	Mushrooms, Red/Green Peppers, and Onions	
16			17		18		19		20		
G/B	½ c.	WGR Oatmeal (1 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	2.4 oz.	WGR Waffles (2.4 oz. = 2 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	2 oz.	WGR Breakfast Muffin (2 oz. = 1 oz. eq. grain)	
G/B or	2 oz.	Whole Grain Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)	2 oz.	WGR Blueberry Muffin (2 oz. = 1 oz. eq. grain)			1 oz.	WGR Graham Crackers (1 oz. = 1 oz. eq. grain)			
M/MA									1 oz.	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA)	
F/V	1/2 c.	Cinnamon Apples	1/2 c.	Pineapple	1/2 c.	Peaches	1/2 c.	Fresh Strawberries	1/2 c.	Fresh Apple Slices	
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Fruit Punch Juice	
					Syrup						
21			WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate								
			A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.								
G/B	1.2 oz.	Whole Grain Rich Pancakes (1.2 oz. = 1 oz. eq. grains)	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.								
G/B or			Grains and meat/meat alternates must meet the designated ounce equivalents per the menu guidelines.								
			The breakfast menu must meet the 2014-2015 meal pattern requirements for all components, including the whole grains and daily one-cup fruit requirements, and Sodium Target 1 (≤540 mg sodium at breakfast).								
M/MA	1 oz.	Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)	Condiments to be included.								
F/V	1/2 c.	Mixed Fruit	The contractor is encouraged to incorporate low sodium products.								

1/2 c.	100% Orange Juice
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¹ Children age 12 and older may be served larger portions based on their greater food needs. They may not be served less than the minimum quantities listed in this column.

² Full-strength vegetable and/or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s) and juice.

³ Grains/Breads must be whole-grain or enriched, or made from whole-grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole-grain, enriched or fortified.

⁴ Either volume (cup) or weight (oz), whichever is less.

⁵ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁶ Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.

⁷ Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

⁸ Yogurt may be plain or flavored, unsweetened or sweetened – commercially prepared.

⁹ Juice may not be served when milk is the only other component.

**School Breakfast Program Meal Pattern**

	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. 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), or “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.

^e There is no meat/meat alternate requirement.

^f All 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.

^g The 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).

^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 milk fat are not allowed.

National School Lunch Program Meal Pattern

	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 ^c	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 i}	≤ 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.

^b One-quarter cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 flavored, 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).

NSLP Afterschool Snacks and Summer Food Service Program (SFSP) Supplements

(*MUST USE PORTION SIZES IN LAST COLUMN FOR ALL SFSP SUPPLEMENTS.)

SELECT TWO OF THE FOUR COMPONENTS FOR A REIMBUSABLE SNACK			
FOOD COMPONENTS AND FOOD ITEMS ¹	CHILDREN AGES 1 and 2	CHILDREN AGES 3-5	*CHILDREN AGES 6-12 ¹
Milk Fluid milk	4 fl. oz (1/2 cup)	4 fl. oz (1/2 cup) Must be fat-free (unflavored/flavored) or 1% low-fat (unflavored)	8 fl. oz (1 cup) Must be fat-free (unflavored/flavored) or 1% low-fat (unflavored)
Vegetable or Fruit Juice ^{2, 9} , fruit, and/or vegetable	1/2 cup	1/2 cup	3/4 cup
Grains/Breads ^{3, 4} Bread <i>or</i> Cornbread or biscuit or roll or muffin <i>or</i> Cold dry cereal ⁴ <i>or</i> Cooked cereal grains <i>or</i> Cooked pasta or noodles	1/2 slice 1/2 serving 1/4 cup or 1/3 oz ⁴ 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz ⁴ 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz ⁴ 1/2 cup 1/2 cup
Meat/Meat Alternate ^{5, 6, 7} Lean meat or poultry or fish ⁵ <i>or</i> Alternate protein products ⁶ <i>or</i> Cheese <i>or</i> Egg (large) <i>or</i> Cooked dry beans or peas <i>or</i> Peanut or other nut or seed butters <i>or</i> Nuts and/or seeds ⁷ <i>or</i> Yogurt ⁸	1/2 oz 1/2 oz 1/2 oz 1/2 large egg 1/8 cup 1 Tbsp. 1/2 oz ⁷ 2 oz or 1/4 cup	1/2 oz 1/2 oz 1/2 oz 1/2 large egg 1/8 cup 1 Tbsp. 1/2 oz ⁷ 2 oz or 1/4 cup	1 oz 1 oz 1 oz 1/2 large egg 1/4 cup 2 Tbsp. 1 oz 4 oz or 1/2 cup

¹ Children age 12 and older may be served larger portions based on their greater food needs. They may not be served less than the minimum quantities listed in this column.

² Full-strength vegetable and/or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s) and juice.

³ Grains/Breads must be whole-grain or enriched, or made from whole-grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole-grain, enriched or fortified.

⁴ Either volume (cup) or weight (oz), whichever is less.

⁵ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁶ Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.

⁷ Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

⁸ Yogurt may be plain or flavored, unsweetened or sweetened – commercially prepared.

⁹ Juice may not be served when milk is the only other component.

ASP Sample Menu for Grades K-12

Monday	Tuesday	Wednesday	Thursday	Friday
G Whole-corn tortilla ¹ (1 ounce) MA Sliced ham (¼ ounce) MA Shredded low-fat cheese (¼ ounce) O Water ²	G Whole grain-rich (WGR) zucchini bread ¹ (2 ounces) MA Low-fat yogurt (½ cup) O Water ²	VF Carrot sticks, nine 4-inch by ½ -inch (¾ cup) O Low-fat ranch dip (2 tablespoons) G Whole-grain crackers (1 ounce) ¹ O Water ²	G Whole-grain pita ¹ (1 ounce) A Peanut butter (1 tablespoon) A Banana slices (¼ cup) M Low-fat unflavored milk (1 cup)	VF Cantaloupe and watermelon chunks (¾ cup) G Whole-grain roll ¹ (1 ounce) O Water ²
VF Apple slices (¾ cup) MA Sun butter (2 tablespoons) O Water ²	G WGR animal crackers (1 ounce) ¹ M Low-fat unflavored milk (1 cup)	VF Mandarin oranges and pineapple tidbits (¾ cup) MA Low-fat vanilla yogurt (½ cup) A Whole-grain granola ¹ (⅓ cup) O Water ²	MA Sliced turkey (1 ounce) G WGR crackers ¹ (1 ounce) A Papaya cubes (½ cup) O Water ²	VF Cucumber and red pepper slices (¾ cup) O Low-fat dip (2 tablespoons) G WGR pretzel twists ¹ (1 ounce) O Water ²
G Whole-grain roll ¹ (1 ounce) MA Hard-boiled egg (½ large) O Water ²	VF Banana, 100-120 count (½ cup) VF Mandarin oranges (¼ cup) G Whole-grain granola bar ¹ (2.2 ounces)	G Whole-corn tortilla ¹ (1 ounce) MA Shredded cheese (1 ounce) A Mild salsa (¼ cup) O Water ²	VF Carrot-raisin salad (¾ cup) G Whole-wheat crackers ¹ (1 ounce) O Water ²	G Mini whole-wheat bagel ¹ (1 ounce) M Fat-free unflavored milk (1 cup)
MA Part-skim Mozzarella cheese stick, (1 ounce) VF Green grapes (¾ cup) O Water ²	VF Carrot sticks, six 4-inch by ½ - inch (½ cup) VF Celery sticks, three 4-inch by ½ -inch (¼ cup) MA Peanut butter (2 tablespoons) A Raisins (1 tablespoon) O Water ²	MA Low-fat yogurt (½ cup) VF Sliced peaches (¾ cup) O Water ²	G Whole-grain cereal ¹ (1 ounce) A Blueberries (¼ cup) M Fat-free unflavored milk (1 cup)	MA Sunflower seeds (1 ounce) VF Fresh plums, 2-inch diameter, two (1 cup) O Water ²
MA Low-fat cheese cubes (1 ounce) A Apple slices, ¾ of 125-130 count (¾ cup) O Water ²	VF Fruit salad: Oranges, bananas, sliced grapes, pineapple (¾ cup) MA Vanilla low-fat yogurt (½ cup) A Whole-grain granola ² (⅓ cup) O Water ²	G WGR cornbread ¹ (1.8 ounces) M Low-fat unflavored milk (1 cup)	G Whole-grain cereal (1 ounce) VF Dried fruit (¼ cup) VF Strawberries (½ cup) O Water ²	VF Jicama sticks (¾ cup) O Low-fat Ranch dressing G Whole-grain bread sticks (1 ounce) O Water ²