

# **Request for Proposal and Contract**

## **Nonprofit School Food Service Vended Meal Services**

### **KIPP Memphis Collegiate Schools**

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

## Section 1: Instructions to Bidders

- 1.1. Notice of bid—To seek competitive proposals for the provision of to KIPP Memphis Collegiate Schools under a cost-reimbursement contract.
- 1.2. Pre-bid meeting/facility tour information—to take place June 29<sup>th</sup> at 11:00am. Attendance at the pre-bid meeting is not mandatory.
- 1.3. Bid submission date (see 2.1).
- 1.4. Questions—All questions should be directed to Gretchen Leavy at [gleavy@kipppemphis.org](mailto:gleavy@kipppemphis.org).
- 1.5. Hereinafter, school food authority (SFA) shall refer to KIPP Memphis Collegiate Schools.
- 1.6. Hereinafter, FSMC shall refer to the contractor awarded this contract.
- 1.7. If clarification of the specifications/instructions is required, the SFA will clarify the specifications/instructions in the form of an addendum issued to all prospective bidders. If the SFA issues any changes to this Request for Proposal (RFP), acknowledgement of receipt of such changes should be made to the SFA in writing attention: Gretchen Leavy, signed by an individual authorized to legally bind the bidder, and included in the bidder's bid package. If changes to the RFP are not acknowledged, the SFA retains the right to reject the bid as non-responsive. No addenda will be issued within seven working days of July 6, 2018, 3:00 PM for the bid opening. Should the SFA determine that clarification of the specifications/instructions is necessary within seven working days of the time and date set for the bid opening, July 6, 2018, 3:00 PM for the bid opening will be delayed to allow issuing of an addendum.
- 1.8. The subject matter of this RFP is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, then the SFA (i) reserves the right to negotiate modifications to the contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful bidders with the opportunity to modify their bids to reflect such legislative changes.

## Section 2: General Conditions

- 2.1 Bids shall be submitted on the forms provided with these specifications. Bids (3 copies) shall be in a sealed envelope properly marked with the title of the bid, date and time of opening, and delivered to 2270 Union Ave Extd, Suite 1100, Memphis, TN 38112 on or before 3:00 PM, July 6, 2018 where they will be opened and reviewed. All certifications contained herein must be signed and submitted with the bid. Bids will be awarded on August 6, 2018. Notice of the award shall be communicated by either email or phone call to all bidding parties.
- 2.2 Bids submitted after the date and time specified will not be considered. Postmarks or dating of documents will be given no consideration in the case of late bids.
- 2.3 The SFA reserves the right to reject any or all bids when there are sound documented reasons to do so, or if the FSMC does not submit all required bid documents.
- 2.4 The SFA will not give any relief for errors or omissions to this document.
- 2.5 The SFA will not allow deviations or exceptions from the specifications and conditions of this document.
- 2.6 Only complete bids responsive to this invitation are eligible for consideration. The submission of the bid indicates that the bidder is informed of the specifications and conditions required for consideration.
- 2.7 The SFA will not allow bid withdrawal or any changes after submission of the bid.
- 2.8 Once opened, no bid modification will be allowed without written approval from the SFA.
- 2.9 The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractor nor potential contractors in connection with this bid. All officers, employees, and agents of the SFA shall abide by the applicable standards of conduct regarding procurement which policy is incorporated here by reference.
- 2.10 The SFA reserves the right to investigate each bidder's ability to fulfill the terms of this bid.
- 2.11 All bids shall remain valid and subject to acceptance for a period of ninety (90) days after the bid opening date. Award of the contract shall be made to the lowest responsive, responsible bidder as determined by the SFA, based on the criteria and specifications outlined in the RFP and further set forth in the contract.
- 2.12 The meal rates bid must be calculated based on the menu(s) in Exhibit B and on the projected annual units provided on the "Bid Summary" form, both attached herein. Rates must be provided per unit. The totals shall be computed by multiplying the projected annual units by the rate bid per unit. The totals must be carried out to the second decimal place and must not be rounded. In the case of errors in the extension of the total(s), the actual unit rates shall govern.
- 2.13 If a prospective FSMC 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 Karma Israelsen at [kisraelsen@kippmemphis.org](mailto:kisraelsen@kippmemphis.org) no later than five days after the published award. The hearing official will disclose the dispute to the Tennessee Department of Education, Office of School Nutrition. The steps for dispute resolution are as follows:
  1. A meeting with the hearing official and representatives from the disputing party to discuss and resolve the complaint.

2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.

- 2.14 All prospective bidders should completely inspect the facilities and equipment prior to the bid due date and prior to submitting a bid. Failure to do so will not relieve the successful bidder from the necessity of furnishing and installing any material and equipment, performing any labor, or making any structural changes, without additional cost to the SFA, that may be required to carry out the intent of the resulting contract.
- 2.15 No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the SFA upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to said SFA, or has failed to perform faithfully any previous contract with the SFA.
- 2.16 All completed bids and supporting documentation submitted shall be the property of the SFA.
- 2.17 Until such time as a contract is awarded, no bidder, prospective or otherwise, shall be provided access to any supporting bid documents received by the SFA. All supporting bid documents shall be held strictly confidential and shall be reviewed and evaluated solely by SFA employees. Such documents shall not be released for distribution under the Freedom of Information Act until such time as the contract has been awarded. Violation of this clause by any bidder, prospective or otherwise, shall result in automatic disqualification of the bidder from being awarded the contract. Violation of this clause by an SFA may result in (1) temporary withholding of cash payments pending correction of the deficiency by the SFA or other more severe enforcement action; (2) disallowing of both use of funds and matching credit for all or part of the cost of the activity or action not in compliance; (3) whole or partial suspension or termination of the SFA's program; (4) withholding of further awards for the program; or (5) other remedies that may be legally available. Actions that result in the violation of law will be referred to the appropriate local, state, or federal authority having jurisdiction.
- 2.18 All positive efforts will be made by the SFA to involve minority and small businesses in accordance with 2 CFR Part 200.321(b)(1) through (5).

### Section 3: Scope

- 3.1 The FSMC shall provide the type of food service at sites as specified on Exhibit A for approximately 180 annual days during each term of the contract.
- 3.2 The SFA may, at any time during the term of the contract, add or remove sites and/or meal periods to Exhibit A for programs covered by this contract, unless the addition or removal of sites and/or meal periods creates a material or substantive contract change.
- 3.3 The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the SFA in any fashion.
- 3.4 The SFA shall be legally and financially responsible for the conduct of the food service and shall ensure compliance with the rules and regulations of the Tennessee School Nutrition Program and the United States Department of Agriculture regarding School Nutrition Programs.
- 3.5 The FSMC shall provide meals for the following reimbursable meal programs. Select all programs that apply:
- National School Lunch Program      ✓
  - School Breakfast Program      ✓
  - Afterschool Snacks      ✓

## Section 4: SFA Responsibilities

- 4.1 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the Tennessee School Nutrition Program and the USDA. The SFA must authorize any deviations from the approved menu cycle.
- 4.2 The SFA may request menu changes periodically throughout the term of the contract and shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.
- 4.3 The SFA orders meals on a **weekly** basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a 24-hour notice to the FSMC.
- 4.4 The SFA shall ensure all USDA Foods received for use by the SFA and made available to the FSMC shall be utilized within the specified term of this contract. All USDA Foods received must be used for the preparation and service of meals and for other allowable uses in accordance with the code of federal regulations, 7 CFR Part 250.
- 4.5 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.
- 4.6 The SFA shall be responsible for receiving medical statements and requests regarding students' disabilities/special dietary needs and shall ensure the FSMC complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement with the description of the disability and resulting dietary restrictions to accommodate the children with disabilities. In the case of food allergies, the food or foods to be omitted must be identified and alternatives recommended. The SFA may choose to accommodate requests related to a disability that is not supported by a medical statement if the requested modifications can be accomplished within the program meal pattern. In the case of a student with disabilities, the statement must be signed by a state-licensed healthcare professional authorized to write medical prescriptions. For students without disabilities, the statement must be signed by a recognized medical authority. In the state of Tennessee, state-licensed healthcare professionals authorized to write medical prescriptions include medical doctors, osteopathic physicians, advanced practice nurses, physician's assistants, dentists, podiatrists, optometrists, and veterinarians.
- 4.7 The SFA retains control of the nonprofit school food service account and overall financial responsibility for the programs operated; establishes all prices for all meals served under the nonprofit school food service account (e.g., pricing for reimbursable meals and non-program foods and meals, including à la carte food services, adult meals, and other food service programs operated, as applicable); develops the 21-day cycle menu in accordance with the meal pattern requirements for all programs operated; conveys menu adjustment requirements to the FSMC; and monitors implementation of those adjustments.
- 4.8 The SFA must maintain responsibility for the implementation of free and reduced-price policy in accordance with 7 CFR 245. (See page 16 of the Food Service Management Companies guidance for SFAs.)
- 4.9 The SFA must apply the internal control procedures required by 7 CFR 210.8(a) to the preparation of the monthly Claim for Reimbursement. The SFA must complete all reports as required by the state agency.
- 4.10 The SFA is responsible for establishing adult meal charges in accordance with FNS Instruction 782-5, "Pricing of Adult Meals in the National School Lunch and School Breakfast Programs."

## Section 5: FSMC Responsibilities

- 5.1 The FSMC shall provide its services hereunder at all times in accordance with generally accepted standards of care and best practices in the industry.
- 5.2 The FSMC shall deliver meals to sites at the specified locations at the times listed in Exhibit A or as designated by the SFA.
- 5.3 The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA in Exhibit B for the first 21 days of meal service. Thereafter, changes in the menu(s) may be made with prior approval of the SFA who shall ensure all foods and beverages are of equivalent or better quality and variety as the foods and beverages required for the first 21 days of meal service. The meals must meet the Food-Based Meal Pattern as designated herein by the SFA for each term of the contract, if applicable. Meals must adhere to all dietary specifications and meet the nutrition standards for National School Lunch, School Breakfast, and/or Summer Meal programs for the age/grade groups of school children and as listed in Exhibit C. All nutrition standards requirements indicated by the USDA for implementation through the 2018–19 school year for the National School Lunch and School Breakfast programs and, if applicable, the Afterschool Snack Program and Fresh Fruit and Vegetable Program, must be implemented.
- 5.4 The serving sizes provided by the SFA on the 21-day cycle menu(s) in Exhibit B are, in most cases, based on the required minimum serving sizes stated in Exhibit C. If the serving sizes for the food items indicated on the menu(s) do not meet the required average daily calorie ranges per five-day week and the nutrient standards as stated in Exhibit C, the FSMC must adjust the serving sizes and/or provide additional food items as necessary to meet the required calorie ranges and nutrient standards while meeting all Food-Based Meal Pattern requirements and without significantly altering the 21-day cycle menu(s).
- 5.5 The FSMC shall be responsible for providing meals and menus appropriate for the age of the students served and deemed acceptable to students, as evidenced by: 1) a minimum of plate waste; and 2) high participation levels in the National School Lunch, School Breakfast, and/or Summer Meal programs, as applicable.
- 5.6 The FSMC should participate in the parent, teacher, and student advisory board.
- 5.7 The FSMC is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 CFR § 15b when the disability restricts their diet. The FSMC is also permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need. Refer to the requirements outlined in Section 4.6.
- 5.8 The FSMC shall be responsible for the quality and wholesomeness of meals up to and including delivery to the SFA.
- 5.9 The SFA shall conduct performance reviews of the FSMC's performance under the contract. Any services performed under this contract shall be subject to a performance review. The FSMC shall cooperate with the SFA in these reviews, which may require the FSMC to provide records of its performance. Performance reviews may be used by the SFA to determine whether to enter into future contractual relationships with the FSMC, including subsequent contract renewal terms, as applicable. Performance reviews may include, but are not limited to:
  - completion and performance of contractual services rendered;
  - adherence to the meal pattern and food specification requirements, including quality and variety;

- performance on SFA On-Site Reviews, per 7 CFR 210.15(a)(3)(5), and status of required corrective action, if any and as applicable;
- performance on state and/or federal reviews and status of required corrective action, if any and as applicable;
- participation trends, including program participation compared to à la carte sales, if applicable; and
- responsiveness of regional management to the SFA and local staff/management, including the Advisory Board and Local Wellness Committee, as applicable.

## Section 6: Purchases/Buy American

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

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

6.3 Exceptions to the “Buy American” provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the “Buy American Certification Form” and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Gretchen Leavy, [gleavy@kippmemphis.org](mailto:gleavy@kippmemphis.org), a minimum of 7 day(s) in advance of delivery.

6.4 The FSMC may substitute commercially purchased foods for all other USDA Foods received. All commercially purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, and must be in compliance with the “Buy American” provision in 7 CFR Part 210.21(d).

6.5 The SFA shall ensure commercially purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.

6.6 The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA to show compliance with the “Buy American” provision in 7 CFR Part 210.21(d).

6.7 The SFA reserves the right to review FSMC purchase records to ensure compliance with the “Buy American” provision in 7 CFR Part 210.21(d).

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

6.9 For the duration of the contract and all subsequent renewal terms, as applicable, the FSMC shall purchase foods and beverages that are equivalent or better in quality and variety as those items required in the 21-day cycle menu, per the requirements outlined above, in Exhibit B, and the food specifications contained herein.



## **Section 7: Equipment**

- 7.1 The FSMC shall provide all equipment to hold and serve the meals.
- 7.2 The SFA shall make structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.
- 7.3 The FSMC shall provide written notification to the SFA of any equipment belonging to the FSMC within 10 days of its placement on the SFA premises.
- 7.4 The SFA must give prior approval and have final authority for the purchase of equipment used for storage, preparation, or delivery of school meals.
- 7.5 The FSMC shall retain title to all FSMC-owned property and equipment when placed in service.
- 7.6 The FSMC shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all FSMC-owned property and equipment.
- 7.7 Upon expiration or termination of the contract, it shall be the FSMC's responsibility to remove all FSMC-owned property and equipment within a timely manner and without damage to SFA facilities.
- 7.8 The SFA shall retain title to all SFA-owned property and equipment when placed in service. If the property and/or equipment is amortized through the FSMC and the contract expires or is terminated, the SFA can return the property to the FSMC for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

## **Section 8: Inspection of Facility**

- 8.1 The SFA, the Tennessee School Nutrition Program, and the USDA reserve the right to inspect the FSMC's preparation facilities, storage facilities, and transporting vehicles prior to award of contract and without notice at any time during each contract term, including the right to be present during preparation and delivery of meals.
- 8.2 The FSMC must provide meals when requested for periodic inspection by the local or state health department or an independent agency to determine the bacterial levels in the meals served.

## **Section 9: Delivery Requirements and Noncompliance**

- 9.1 Meals must be delivered in accordance with the approved menu cycle. See Exhibit A-3 for the delivery schedule.
- 9.2 The FSMC shall provide a delivery slip with the date and the number of meals delivered. The SFA-authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
- 9.3 Meals must be delivered in closed-topped, sanitary vehicles.
- 9.4 Meals must be delivered in clean, sanitary, food-grade transporting containers—approved by the local or state health department—that maintain the proper temperatures of food.
- 9.5 When an emergency prevents the FSMC from delivering meals as ordered, the FSMC shall notify the SFA-authorized representative or his/her designee immediately by phone, indicating the reasons for the need for substitution.

- 9.6 The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
- 9.7 The SFA will obtain meals from other sources if meals are rejected or if an insufficient number of meals are delivered. The SFA will contact the FSMC immediately regarding the reasons for rejected meals or if an inadequate number of meals is delivered. If the FSMC cannot replace meals in time for meal service, then the SFA can obtain meals from another source and deduct the actual cost of such meals from the monthly bill of the FSMC. The FSMC is responsible for the cost of replacement meals.
- 9.8 The SFA will not pay for deliveries made later than the start of the regularly scheduled lunch or breakfast periods as listed in Exhibit A, or as otherwise stated in this contract.

## **Section 10: Packaging Requirements**

- 10.1 Hot meal unit must have packaging suitable for maintaining components at temperatures in accordance with state and local health standards. The container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 350 degrees Fahrenheit (204 degrees Celsius) or higher.
- 10.2 Cold meal unit or unnecessary to heat must have a container and overlay that is plastic or paper and non-toxic.
- 10.3 Hot bulk meals must be in stainless steel containers, or approved alternate, with lids with a depth of no more than four inches.
- 10.4 Cold meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- 10.5 Cartons shall be labeled to meet state or local requirements. The label should include:
- processor's name, address, and zip code (plant);
  - food items and meal type;
  - date of production; and
  - quantity of individual units per carton.
- 10.6 Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. FSMC shall insert non-food items that are necessary for the meal to be eaten.
- 10.7 All refrigerated food shall be delivered at an internal temperature of 40 degrees Fahrenheit or below.
- 10.8 All frozen food shall be delivered at zero degrees Fahrenheit or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors.
- 10.9 All hot food shall be delivered with an internal temperature of 135 degrees Fahrenheit or above.

## Section 11: Meal Pricing

- 11.1 All bids must be calculated based on the menu(s) in Exhibit B and on the projected annual units provided on the "Bid Summary" form, both attached herein. Milk will be supplied by the FSMC. All bids shall be submitted using the "Bid Summary" form. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.
- 11.2 The bid rate(s) must include the meal, including milk, condiments applicable to the menu, serving utensils, packaging and containers needed to transport food in sanitary manner, and transportation to and from the SFA.
- 11.3 The bid rate(s) must be calculated net of applicable discounts, rebates, and credits received by the FSMC and **must not** include the use of USDA Foods, alternate pricing structures such as guaranteed USDA Foods credits, or Offer versus Serve credits unless otherwise stated herein.
- 11.4 The FSMC shall receive the fixed meal rate specified on the bid form for each meal type multiplied by the number of meals delivered and accepted by the SFA.
- 11.5 The FSMC cannot provide guaranteed USDA Foods credits. If the FSMC receives USDA Foods, the FSMC must credit the current market value of USDA Foods used on the monthly bill/invoice to the SFA. Credit issued by the FSMC to the SFA upon the use of USDA Foods received shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service along with the current market value as issued by the Tennessee Department of Agriculture. Prior to the expiration of each Contract Term, the SFA shall be credited in full for all USDA Foods received.
- 11.6 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed the limits established in 7 CFR § 210.9(b)(2).
- 11.7 The FSMC must submit invoices for payment for meals delivered within 10 days of the last day of each month or the final day of service for the school year.
- 11.8 The SFA is not obligated to purchase any minimum number or dollar amount of meals under this contract.

## **Section 12: Revenue**

- 12.1 Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA;
- 12.2 The FSMC must separately identify for each cost submitted for payment to the SFA the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
- 12.3 The FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- 12.4 The FSMC '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 as provided in 7 C.F.R. § 210.21;
- 12.5 The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA 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 SFA may permit the FSMC to report this information on a less frequent basis than monthly, but no less frequently than annually;
- 12.6 The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- 12.7 The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, governing the state agency, or the Department as provided in 7 C.F.R. § 210.21.
- 12.8 If reimbursement to the SFA is denied as a direct result of the failure of the FSMC to comply with the provisions of this contract, the FSMC shall assume responsibility for the amount denied.

## **Section 13: Licenses, Certifications, and Taxes**

- 13.1 Throughout the term of the contract and each renewal term, the FSMC shall obtain and maintain all licenses, permits, and health certifications required by federal, state, and local laws.
- 13.2 The FSMC shall obtain state or local health certification for any facility where components are prepared or packaged, and the FSMC shall maintain this health certification for each contract term.
- 13.3 The FSMC and all affiliates shall collect and remit the Tennessee Use Tax on all sales of tangible personal property in the state of Tennessee.

## Section 14: Record Keeping

- 14.1 The FSMC shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following:
- the receipt, use, storage, and inventory of USDA Foods;
  - monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and
  - documentation of credits issued to the SFA for USDA Foods received.
- 14.2 The FSMC shall retain all records relating to food service production and delivery for each contract term including, but not limited to, the following:
- all data, materials, and products created by the FSMC on behalf of the SFA and in furtherance of the services;
  - production records, including quantities and amounts of food used in preparation of each meal and food components of menus;
  - product ingredient list;
  - Nutrition Facts label;
  - product formulation statements for products and/or Child Nutrition labels;
  - standardized recipes and yield from recipes as deemed necessary per the requirements of section 15.6;
  - 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.
- 14.3 All records relating to the contract are the sole property of the SFA. At any time during the contract term, the SFA reserves the right to require the FSMC to surrender all records relating to the contract to the SFA within 30 days of such request.
- 14.4 Upon expiration or termination of the contract, the 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.
- 14.5 The SFA shall retain all records relating to the initial contract and all subsequent contract renewal terms for a period of three years, beginning from the date the final contract renewal term has expired, the receipt of final payment under the contract is recorded, or after the SFA submits the final "Monthly Claim for Reimbursement" for the final fiscal year of the contract, whichever occurs last.
- 14.6 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the Tennessee School Nutrition Program, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

## Section 15: Terms and Termination

- 15.1 This contract is effective for a one-year period commencing July 1, 2018 or upon written acceptance of the contract, whichever occurs last, through June 30, 2019 (the term of the contract), with options to renew yearly, not to exceed four additional years (each a renewal term).
- 15.2 Renewal of this contract is contingent upon the fulfillment of all contract provisions relating to USDA Foods.
- 15.3 Either the SFA or FSMC can terminate this contract for cause or for convenience with a 60-day written notification. Following a 60-day written notification, the SFA can terminate this contract in whole or in part without the payment of any penalty or incurring any further obligation to the FSMC.
- 15.4 Following any termination for convenience, the FSMC shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this contract, up to and including the date of termination. The SFA shall have the right to receive services from the FSMC through the effective date of the notice of termination and may, at its election, procure such work from other contractors as may be necessary to complete the services.
- 15.5 Notwithstanding any provision to the contrary in this contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for this agreement are not appropriated by the Tennessee General Assembly or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with this contract.
- 15.6 Notwithstanding the notice period in paragraph 16.3, the SFA may immediately terminate the contract, in whole or in part, upon notice to the FSMC if the SFA determines that the actions, or failure to act, of the FSMC, its agents, employees, or subcontractors have caused—or reasonably could cause—jeopardy to health, safety, or property; or, if the SFA determines that the FSMC lacks the financial resources to perform under the contract.
- 15.7 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.
- 15.8 Neither the FSMC nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, or any other acts which could not have been prevented by the exercise of due diligence ("act of God"). The SFA may cancel the contract without penalty if the FSMC's performance does not resume within 30 days of the FSMC's interruption of services due to an act of God.
- 15.9 The only rates and fees that may be adjusted in subsequent contract terms are the fixed rates and fixed fees contained herein. Before any fixed rate or fee adjustments can be implemented as part of a contract renewal agreement, the FSMC shall document to the SFA, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent contract terms must not exceed the percentage rate of change of the "Consumer Price Index for All Urban Consumers—Food Away From Home" annual rate for December of the current school year, as compared to the rate for December of the previous year. Percentage increases cannot be applied to any previous

contract term's total estimated or actual contract cost. The calculation method regarding the determination of à la carte equivalents, if applicable, is outlined in the "Meal Pricing" section of this contract.

## Section 16: General Contract Terms

- 16.1 No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- 16.2 This solicitation/contract, exhibits, and attachments constitute the entire agreement between the SFA and the FSMC and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.
- 16.3 Each party to this contract represents and warrants to the other that: (a) it has the right, power, and authority to enter into and perform its obligations under this contract; (b) it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this contract; and (c) this contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- 16.4 Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.
- 16.5 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this contract shall operate as a waiver of any other term, right, or condition.
- 16.6 Payments on any claim shall not prevent the SFA from making claims for adjustment on any item found not to have been in accordance with the provisions of this contract.
- 16.7 It is further agreed between the SFA and FSMC that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this contract.
- 16.8 If this contract is in excess of \$100,000, the SFA and FSMC shall comply with all applicable standards, orders, and regulations, including but not limited to:
- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*);
  - "Certificate Regarding Lobbying" pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018);
  - "Bid-Rigging Certification" pursuant to Section 33E-3 or Section 33E-4 of the Tennessee Criminal code, contained in Chapter 38 of the Tennessee Revised Statutes;
  - "Certificate of Independent Price Determination;"
  - "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions" pursuant to Executive Orders 12549 and 12689 (7 CFR 3017 Subpart C); and
  - "Disclosure of Lobbying Activities" pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR Part 3018).
- 16.9 The FSMC certifies compliance with:
- Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871);
  - The Department of Labor regulations (29 C.F.R. Part 5);
  - Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
  - Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708) (for contracts in excess of \$2,500);

- Rights to Inventions Made Under a Contract or Agreement (Appendix II to 2 CFR 200/7 CFR 3019.48);
- Davis Bacon Act (for construction contracts in excess of \$2,000) (Appendix II to 2 CFR 200/7 CFR 3019.48); and
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (Appendix II to 2 CFR Part 200 (j) (for contracts worth \$100,000 or more)

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

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

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

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

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



received by the recipient from a third party who was free to disclose it; publicly known through no breach of confidentiality obligation by the recipient; or independently developed by the recipient without the use or benefit of the disclosing party's confidential information.

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

16.16 The FSMC take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used for any work subcontracted hereunder in accordance with 2 CFR Part 200.321(b)(1) through (5).

## **Section 17: 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:

- 17.1 The grain component items must be whole grain-rich, unless a whole grain-rich exemption has been granted by the state agency. All grain component items must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on "Exhibit A: School Lunch and Breakfast Whole Grain-Rich Ounce Equivalency (oz. eq.) Requirements for School Meal Programs."
- 17.2 If applicable, product should be in moisture-proof wrapping and pack-code date should be provided.
- 17.3 All meat and poultry must have been inspected by the USDA and must be free from off color or odor.
- Beef must be at least 80:20 lean to fat.
  - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in "Specifications for Poultry Products, A Guide for Food Service Operators" from the USDA.
  - For breaded and battered items, all flours must be whole grain for grains credit.
- 17.4 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- 17.5 All cheese should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
- 17.6 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection by the USDC.
- 17.7 All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA "Food Buying Guide." At a minimum, fruit must meet the food distributors' second-quality level.

Fruits should have characteristic color, good flavor, be well-shaped, and be free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

- 17.8 All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA "Food Buying Guide." At a minimum, vegetables must meet the food distributor's second-quality level. Vegetables should have characteristic color, good flavor, be well-shaped, and be free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- 17.9 All canned vegetables must meet the food distributors' first-quality level (extra fancy and fancy) and canned fruits must meet the second-quality level (standard). Vegetables should have characteristic color; good, fresh flavor; and be free from discoloration, blemishes, and decay. Efforts should be made to purchase low-sodium or no sodium added vegetables and fruit packed in juice or water.
- 17.10 Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- 17.11 Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- 17.12 If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- 17.13 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 17.14 All fruit juices must be 100 percent fruit juice.
- 17.15 When the specification calls for "Brand Name or Equivalent," the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand name products in terms of quality, performance, and desired characteristics, as determined by the SFA.
- 17.16 All food items must adhere to the sodium target levels in subsequent contract terms, if applicable, as required by the USDA "Nutrition Standards in the National School Lunch and School Breakfast Programs: Implementation Timeline for Final Rule" and/or other subsequent guidance issued by the USDA.
- 17.17 Nutrition labels or manufacturer specifications must indicate zero grams of trans fat per serving for all foods.
- 17.18 Fluid milk must be low-fat (one percent milk fat or less, unflavored only) or fat-free (unflavored or flavored). Two choices must be offered daily as required by the SFA.
- 17.19 Efforts must be made to lower the levels of saturated fat in all purchased products.

## Section 18: Professional Standards

- 18.1 Employees of both the SFA and of the 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>.
- 18.2 Professional standards hours must be completed during the school year (July 1–June 30).

## Section 19: Bidder Responsibility and Bid Responsiveness Criteria

- 19.1 The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and received the highest evaluation score. Price alone is not the sole basis for award, but remains the primary consideration when awarding a contract. Any and all proposals may be rejected in accordance with law.
- 19.2 Ashley Williamson, Executive Assistant will be responsible for securing all proposals.
- 19.3 The proposals will be opened in the presence of the following people:
- Gretchen Leavy, Managing Director of Compliance & Accountability, will be responsible for ensuring all SFA procurements are conducted in compliance with applicable federal, state, and local procurement regulations; responsible for maintaining all procurement documentation.
  - Karma Israelsen, COO, will sign the evaluation criterion score sheet of competitive proposals, signifying a review and approval of the selections.
  - Laura Wilkinson, Senior Director of Operations
  - Andrea Pope, Finance
  - Linda McNary, School Nutrition Coordinator
  - Kelly Henderson, Director of School Operations
  - Jack Parks, Porter Leath
  - Meghan Havior, Porter Leath

Weight		FSMC Score	Criteria
50	Points		Cost (FSMC with the lowest price receives 50 points. The other FSMCs receive points equal to the lowest price divided by their meal price X 50. Do not round)
10	Points		<ul style="list-style-type: none"> <li>• Service Capability Plan - <b>(FSMC needs to provide examples of providing service to similar type schools and their ability to supply healthy food options)</b></li> <li>• “Poor” shall mean the proposal does not meet RFP requirements. 0 points.</li> <li>• “Fair” shall mean that the proposal meets most, but not all of the RFP requirements. 2 points</li> <li>• “Good” shall mean that the proposal meets the RFP requirements. 6 points</li> <li>• “Exceptional” shall mean that the proposal exceeds the RFP requirements. 10 points</li> </ul>
10	Points		Years of Experience in working with Child Nutrition Programs (FSMC with the most years of experience receives 10 points. Each FSMC will receive 1 point for each year of experience with a maximum of 10.)
10	Points		Financial Conditions/Stability, Business Practices – <b>(FSMC needs to provide examples of past audits)</b> <ul style="list-style-type: none"> <li>• “Poor” shall mean the proposal does not meet RFP requirements. 0 points.</li> <li>• “Fair” shall mean that the proposal meets most, but not all of the RFP requirements. 2 points</li> </ul>

			<ul style="list-style-type: none"> <li>• “Good” shall mean that the proposal meets the RFP requirements. 6 points</li> <li>• “Exceptional” shall mean that the proposal exceeds the RFP requirements. 10 points</li> </ul>
10	Points		<p>Accounting and Reporting Systems - <b>(FSMC needs to provide examples of their records keeping and POS management)</b></p> <ul style="list-style-type: none"> <li>• “Poor” shall mean the proposal does not meet RFP requirements. 0 points.</li> <li>• “Fair” shall mean that the proposal meets most, but not all of the RFP requirements. 2 points</li> <li>• “Good” shall mean that the proposal meets the RFP requirements. 6 points</li> <li>• “Exceptional” shall mean that the proposal exceeds the RFP requirements. 10 points</li> </ul>
10	Points		<p>Promotion of the Child Nutrition Program (FSMCs should be very specific as to their plans for promoting the Child Nutrition Programs. The SFA will rate the FSMC based on their specific plan proposed.</p> <ul style="list-style-type: none"> <li>• “Poor” shall mean the proposal does not meet RFP requirements. 0 points.</li> <li>• “Fair” shall mean that the proposal meets most, but not all of the RFP requirements. 2 points</li> <li>• “Good” shall mean that the proposal meets the RFP requirements. 6 points</li> <li>• “Exceptional” shall mean that the proposal exceeds the RFP requirements. 10 points</li> </ul>
100	Points		Total Points

# Request for Proposal and Contract Nonprofit School Food Service Bid Summary

This document contains a bid solicitation and contract for the furnishing of meals for the nonprofit school food service program(s) for the period beginning July 30, 2018, and ending June 30, 2019, and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the contract between the bidder and the school food authority (SFA). The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the bid solicitation/contract. **Per meal prices must be quoted as if no USDA Foods will be received.**

	Projected Annual Units	Rate per Unit	Estimated Total **
1. Reimbursable Breakfasts with Milk	523260		
2. Reimbursable Lunches with Milk	500,000		
3. Reimbursable Afterschool Snacks	500,000		
4. A la Carte Equivalents Fee			
5. Summer Breakfast	100,000		
6. Summer Lunch	100,000		
7. Supper	470,015		

Total Estimated Amount of Bid\*\*: \$ \_\_\_\_\_

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

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

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

\_\_\_\_\_ *Bidder Signature*                      \_\_\_\_\_ *Title*                      \_\_\_\_\_ *Date*

Acceptance of Contract

School food authority (SFA): \_\_\_\_\_

\_\_\_\_\_ *Authorized SFA Representative Signature*                      \_\_\_\_\_ *Title*                      \_\_\_\_\_ *Date*

**BID-RIGGING CERTIFICATION**

I, \_\_\_\_\_, a duly authorized agent of  
(Agent)

\_\_\_\_\_ do hereby certify that  
(Contractor)

neither \_\_\_\_\_ nor any individual presently  
(Contractor)

affiliated with \_\_\_\_\_ has been barred from  
(Contractor)

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

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

Revised Statutes.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Contractor

## Certificate of Independent Price Determination

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

\_\_\_\_\_  
Name of Food Service Management Company

KIPP Memphis Collegiate Schools  
Name of Local Education Agency

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Food Service Management  
Company's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Local Education Agency  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE BOARD OF EDUCATION**  
**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**  
**Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Tennessee State Board of Education.

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.**  
**CERTIFICATION**

The prospective lower tier participant certifies, by submission of this Certification, that:

Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

(2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

(3) It shall not knowingly enter 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;

(4) It will include the 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;

(5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and

(6) 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 Certification.

\_\_\_\_\_  
*Organization Name*

\_\_\_\_\_  
*PR/Award Number or Project Name*

\_\_\_\_\_  
*Name and Title of Authorized Representative*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Instructions for Certification**

- By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
- 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 all available remedies, including suspension and/or debarment.
- Except for transactions authorized under paragraph 3 above, 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 all available remedies, including suspension and/or debarment.
- The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
- 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 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 "GSA Excluded Parties List System" at <http://epls.amet.gov/>.
- 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 herein. 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.



## CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

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

Approved by OMB  
0348-0046

**Disclosure of Lobbying Activities**

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

(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>  a. contract  _____ b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>  _____ a. bid/offer/application  b. initial award  c. post-award</p>	<p><b>3. Report Type:</b>  a. initial filing  _____ b. material change</p> <p><b>For material change only:</b>  Year _____ quarter _____  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>  _____ Prime _____ Subawardee  Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>  Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
<p><b>Federal Use Only</b></p>		<p><b>Authorized for Local Reproduction</b>  Standard Form - LLL (Rev. 7-97)</p>

## Site Data Form—Vended Meals

Site Name, Address, and Phone Number	Contact Person	Current Enrollment	Breakfast		Lunch	
			Annual Number of Serving Days	Average Daily Participation	Annual Number of Serving Days	Average Daily Participation
KIPP Memphis Collegiate Middle (Cooking Program) 230 Henry Ave Memphis, TN 38107	Gretchen Leavy	328	185	60%	185	91%
KIPP Memphis Collegiate Elementary (Cooking Program) 230 Henry Ave Memphis, TN 38107	Gretchen Leavy	466	185	83%	185	88%
KIPP Memphis Collegiate High (Cooking Program) 2010 Howell Ave Memphis, TN 38107	Gretchen Leavy	488	185	50%	185	77%
KIPP Memphis Academy Middle (Cooking Program) 2010 Howell Ave Memphis, TN 38107	Gretchen Leavy	378	185	67%	185	87%
KIPP Memphis Academy Elementary (Cooking Program) 2248 Shannon Rd Memphis, TN 38108	Gretchen Leavy	408	185	82%	185	88%
KIPP Memphis Preparatory Middle (Cooking Program) 2230 Corry Rd. Memphis, TN 38106	Gretchen Leavy	392	185	78%	185	83%
KIPP Memphis Preparatory Elementary (Cooking Program) 2230 Corry Rd. Memphis, TN 38106	Gretchen Leavy	319	185	85%	185	91%

## Eligibility Data and Projected Enrollments

Site Name	October 2017 Eligibility Data		Projected Enrollments				
	Free	Reduced-price	2018-19	2019-20	2020-21	2021-22	2022-23
KIPP Memphis Collegiate Middle 230 Henry Ave Memphis, TN 38107	N/A	N/A	358	366	401	444	504
KIPP Memphis Collegiate Elementary 230 Henry Ave Memphis, TN 38107			478	501	513	532	563
KIPP Memphis Collegiate High 2010 Howell Ave Memphis, TN 38107			504	505	449	495	725
KIPP Memphis Academy Middle 2010 Howell Ave Memphis, TN 38107			390	403	408	425	440
KIPP Memphis Academy Elementary 2248 Shannon Rd Memphis, TN 38108			420	430	443	451	463
KIPP Memphis Preparatory Middle 2230 Corry Rd. Memphis, TN 38106			365	393	400	400	414
KIPP Memphis Preparatory Elementary 2230 Corry Rd. Memphis, TN 38106			392	404	417	447	463

## Meal Service Information/Delivery Schedule

Site Name	Breakfast				Lunch			
	Meal Service Schedule	Delivery Schedule	Meal Charges		Meal Service Schedule	Delivery Schedule	Meal Charges	
			Reduced	Paid			Reduced	Paid
KIPP Memphis Collegiate Middle 230 Henry Ave Memphis, TN 38107	Served 7:15 – 7:30	On site	0	0	Starts at 10:15 ends at 1:00	On site	0	0
KIPP Memphis Collegiate Elementary 230 Henry Ave Memphis, TN 38107	Served 7:15 – 7:35	On site	0	0	Starts at 11:00 pm ends at 12:30	On site	0	0
KIPP Memphis Collegiate High 2010 Howell Ave Memphis, TN 38107	Served 7:15 – 7:25	On site	0	0	Starts at 12:30 ends at 1:50	On site	0	0
KIPP Memphis Academy Middle 2010 Howell Ave Memphis, TN 38107	Served 7:15 – 7:30	On site	0	0	Starts at 12:15 ends at 12:45	On site	0	0
KIPP Memphis Academy Elementary 2248 Shannon Rd Memphis, TN 38108	Served 7:15 – 7:30	On site	0	0	Starts at 11:00 ends at 12:30	On site	0	0
KIPP Memphis Preparatory Middle 2230 Corry Rd. Memphis, TN 38106	Served 7:15 – 7:40	On site	0	0	Starts at 11:15 ends at 11:35	On site	0	0
KIPP Memphis University Middle 3966 Sewanee Road	Served 7:15 – 7:40	On site	0	0	Starts at 11:15 ends at 11:35	On site	0	0

Memphis, TN 38109								
KIPP Memphis Preparatory Elementary 2230 Corry Rd. Memphis, TN 38106	Served 7:15 – 7:30	On site	0	0	Starts at 11:00 ends at 12:30	On site	0	0

# Food-based Meal Pattern 21-day Cycle Menu

## Menu Planning Worksheet WEEK 1 – Breakfast

<b>Milk:</b> 1 cup Two choices required	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk
<b>Grains</b>	Blueberry Pancake on a Stick (1 oz eq) Turkey Sausage (.5 oz eq)	Granola (1 oz eq) and Yogurt Parfait (1/2 c)	Whole Wheat Buttermilk Biscuit (1 oz eq) Sausage Patty (1 oz eq)	Peanut Butter (2 Tbsp) Banana (1/2c) Rollup (2 oz tortilla) (1 oz meat alt and 2 oz eq grain)	Whole Wheat Buttermilk Biscuit (1 oz eq) Chicken Patty (1 oz eq)
<b>Vegetable or Fruit:</b> 3/4 cup	1/2 c Mixed Berries cup 1/2 c Apple Juice	1/2 c Peaches, Bananas 1/2 c Grape Juice	1/2 c Apples slices 1/2 c Orange Juice	1/4 c (in Rollup) 1/2 c Sliced Oranges 1/2 c Apple Juice	1/2 c Apple slices 1/2 c Orange Juice
<b>Meat/Meat Alternate:</b> 1 oz.					

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

## Menu Planning Worksheet – K-12 WEEK 2 - BREAKFAST

<b>Milk:</b> 5 cups weekly 1 cup daily Two choices required	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk
<b>Grains:</b> 9 ounce equivalent weekly 1 ounce equivalent daily minimum	Oatmeal Muffin Squares (2 oz eq)	Breakfast Pizza (1 oz M/MA, 1 oz eq WG)	2 Whole Grain Pancakes (2 oz eq)	Biscuit (1 oz eq) Sausage Patty (1 oz eq)	Whole Grain Cinnamon Rolls Frosted (1 oz eq)
• <b>Non-Whole Grain-Rich</b>					
• <b>Whole Grain-Rich</b>	Muffins	Crust	Pancakes	Biscuit	Cinnamon Roll
<b>Fruit:</b> 5 cups weekly 1 cup daily minimum	1/2 c Pineapple Chunks 1/2 c Orange Juice	1/2 c Cantaloupe Balls 1/2 c Apple Juice 3/4 c Vegetables	1/2 c Apple Slices 1/2 c Apple Juice	1 Banana 1/2 c Apple Juice	1 Orange 1/2 c Orange Juice

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



**Menu Planning Worksheet – K-12**  
**WEEK 3 - BREAKFAST**

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

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

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

<b>Milk:</b> 5 cups weekly 1 cup daily Two choices required	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk
<b>Grains:</b> <b>9 ounce equivalent weekly</b> <b>1 ounce equivalent daily minimum</b>	Blueberry Pancake on a Stick (1 oz eq) Turkey Sausage (.5 oz eq)	Granola (1 oz eq) and Yogurt Parfait (1/2 c)	Whole Wheat Buttermilk Biscuit (1 oz eq) Sausage Patty (1 oz eq)	Peanut Butter (2 Tbsp) Banana (1/2c) Rollup (2 oz tortilla) (1 oz meat alt and 2 oz eq grain)	Whole Wheat Buttermilk Biscuit (1 oz eq) Chicken Patty (1 oz eq)
<b>• Non-Whole Grain-Rich</b>					
<b>• Whole Grain-Rich</b>	Pancakes	Granola	Biscuit	Tortilla	Biscuit
<b>Fruit:</b> <b>5 cups weekly</b> <b>1 cup daily minimum</b>	1/2 c Mixed Berries cup 1/2 c Apple Juice	1/2 c Peaches, Bananas 1/2 c Grape Juice	1/2 c Apples slices 1/2 c Orange Juice	1/4 c (in Rollup) 1/2 c Sliced Oranges 1/2 c Apple Juice	1/2 c Apple slices 1/2 c Orange Juice

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

**Menu Planning Worksheet – K-12**  
**Day 21 - BREAKFAST**

<b>Milk:</b> 5 cups weekly 1 cup daily Two choices required	1 c 1% Milk or 1 c Skim Chocolate Milk
<b>Grains:</b> <b>9 ounce equivalent weekly</b> <b>1 ounce equivalent daily minimum</b>	Whole Wheat Buttermilk Biscuit (1 oz eq) Chicken Patty (1 oz eq)
<ul style="list-style-type: none"> <li>• <b>Non-Whole Grain-Rich</b></li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Whole Grain-Rich</b></li> </ul>	Biscuit
<b>Fruit:</b> 5 cups weekly 1 cup daily minimum	1/2 c Pineapple Chunks 1/2 c Orange Juice

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

**Menu Planning Worksheet – K-8**  
**WEEK 1 – LUNCH**

<b>Component</b>	<b><u>Monday</u></b>	<b><u>Tuesday</u></b>	<b><u>Wednesday</u></b>	<b><u>Thursday</u></b>	<b><u>Friday</u></b>
	<b>Cheeseburger/bun</b> <b>Grapes (½c)</b> <b>Collard Greens (½c)</b> <b>French Fries (1/2 c)</b> <b>1% Milk (1c)</b>	<b>Sesame Asian Noodle</b> <b>Chicken Salad (1c)</b> <b>Carrot Sticks (1/2)</b> <b>Pears (1/2c)</b> <b>Green Peas (½c)</b> <b>1% Milk (1c)</b>	<b>Beef &amp; Bean Tamale Pie</b> <b>(½c)</b> <b>Brown Rice (1oz)</b> <b>Cuban Black Beans</b> <b>(1/2c)</b> <b>Cantaloupes and</b> <b>Pineapple (½c)</b> <b>1% Milk (1c)</b>	<b>Tasty Chicken Curry</b> <b>Casserole (¾c )</b> <b>Roasted Potatoes with</b> <b>Cumin (½c)</b> <b>Orange Slices (½ c)</b> <b>WG Roll (2 oz)</b> <b>1% Milk (1c)</b>	<b>Home Style Spaghetti</b> <b>&amp; Beef Sauce (1c)</b> <b>Steamed Broccoli and</b> <b>Cauliflower (1/2c)</b> <b>Peaches (½c)</b> <b>Bean Salad (¼c)</b> <b>String Cheese (1oz)</b> <b>1% Milk (1c)</b>
<b>Meat/meat alternate:</b> 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Hamburger Patty (2 oz) Cheese Slice (1oz)	Chicken (1 oz)	Beef (1.5 oz)	Chicken (1.25 oz)	Beef Sauce (2 oz) String Cheese (1 oz)
<b>Fruit:</b> 2½ cups weekly ½ cup daily minimum	½ c Grapes	1/2 c Pears	½ c Cantaloupe/Pineapple	½ c Sliced Oranges	½ c Peaches
<b>Vegetable:</b> 3¾ cups weekly ¾ cup daily minimum	1 c	7/8 c	7/8 c	¾ c	7/8 c
<ul style="list-style-type: none"> <li>• Dark/Green ½ cup weekly</li> </ul>	½ c Collard Greens				¼ c Steamed Broccoli
<ul style="list-style-type: none"> <li>• Red/Orange ¾ cup weekly</li> </ul>		1/8 c (in salad) 1/2 Carrots	3/8 c (in Tamale Pie)		
<ul style="list-style-type: none"> <li>• Beans, Peas (Legumes) ½ cup weekly</li> </ul>		1/8 c (in salad)	½ c black beans		¼ c 3 Bean Salad
<ul style="list-style-type: none"> <li>• Starchy ½ cup weekly</li> </ul>	1/2 c French Fries	½ c Green Peas		½ c Roasted Potatoes with Cumin	
<ul style="list-style-type: none"> <li>• Other ½ cup weekly</li> </ul>		1/8 c (in salad)		¼ c (in Casserole)	¼ c Steamed Cauliflower
<ul style="list-style-type: none"> <li>• Additional Vegetable to reach total 1 cup weekly</li> </ul>					3/8 c (in Spaghetti)
<b>Grains:</b> 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Bun (1 oz eq)	Noodles (1 oz eq)	Tamale Pie (1 oz eq) Brown Rice (1 oz eq)	Brown rice (1 oz eq) WG Roll (2 oz eq)	Spaghetti (1 oz eq)
<ul style="list-style-type: none"> <li>• Non-Whole Grain-Rich</li> </ul>					
<ul style="list-style-type: none"> <li>• Whole Grain-Rich</li> </ul>	Bun and Cornbread	Pasta	Brown Rice Pilaf	Muffins and casserole	Spaghetti
<b>Milk:</b> Two choices required 5 cups weekly 1 cup daily	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk

**Menu Planning Worksheet – K-8**  
**WEEK 2 - LUNCH**

<b>Component</b>	<b><u>Monday</u></b>	<b><u>Tuesday</u></b>	<b><u>Wednesday</u></b>	<b><u>Thursday</u></b>	<b><u>Friday</u></b>
	<b>Mexicali Taco Boat</b> (¾c) <b>Shredded Cheese (½oz)</b> <b>Spanish Rice (1oz)</b> <b>Sliced Peaches (½c)</b> <b>1% Milk (1c)</b>	<b>Pizza with Ground Turkey Topping</b> (3"x8") <b>Carrot Chips (½c)</b> <b>Strawberries (1/2c)</b> <b>1% Milk (1c)</b>	<b>BBQ Chicken (2oz)</b> <b>Brown Rice Pilaf (½c)</b> <b>Black Eyed Peas (1/2c)</b> <b>Collard Greens (1/2c)</b> <b>Cantaloupe Cubes (½c)</b> <b>1% Milk (1c)</b>	<b>Home Style Turkey &amp; Beef Macaroni (1c)</b> <b>Green Peas (¾c)</b> <b>Banana (1)</b> <b>1% Milk (1c)</b>	<b>Chicken Pot Pie (2/3c)</b> <b>Cream Spinach (1/2c)</b> <b>Biscuit (1 oz)</b> <b>Apple (1/2)</b> <b>1% Milk (1c)</b>
<b>Meat/meat alternate:</b> 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Taco Boat (2.5 oz) Shredded Cheese (½oz)	Pizza (1.25 oz)	Chicken (2 oz)	Turkey and Beef (2 oz)	Chicken (2 oz)
<b>Fruit:</b> 2½ cups weekly ½ cup daily minimum	½ c Peaches	½ c Strawberries	½ Cantaloupe	1 Banana	½ Apple
<b>Vegetable:</b> 3¾ cups weekly ¾ cup daily minimum	¾ c	¾ c	1 c	1 c	¾ c
<ul style="list-style-type: none"> <li>Dark/Green ½ cup weekly</li> </ul>			1/2 c Collard Greens		1/2 c Creamed Spinach
<ul style="list-style-type: none"> <li>Red/Orange ¾ cup weekly</li> </ul>	¾ c (in Taco Boat)	¼ c (in Pizza) ½ c Carrots			
<ul style="list-style-type: none"> <li>Beans, Peas (Legumes) ½ cup weekly</li> </ul>			1/2c Black Eyed Peas		
<ul style="list-style-type: none"> <li>Starchy ½ cup weekly</li> </ul>				1/2 c Green Peas	1/8 c (in pie)
<ul style="list-style-type: none"> <li>Other ½ cup weekly</li> </ul>				½ c (in Macaroni)	
<ul style="list-style-type: none"> <li>Additional Vegetable to reach total 1 cup weekly</li> </ul>					1/8 c (in pie)
<b>Grains:</b> 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Spanish Rice (1 oz eq)	Pizza (2 oz eq)	Brown Rice Pilaf (2 oz eq)	Macaroni (1 oz eq)	Pot Pie (1.5 oz WG crust) Whole Grain Biscuit (1 oz)
<ul style="list-style-type: none"> <li>Non-Whole Grain-Rich</li> </ul>					
<ul style="list-style-type: none"> <li>Whole Grain-Rich</li> </ul>	Rice	Pizza crust	Brown Rice	Macaroni	Biscuit and crust
<b>Milk:</b> Two choices required 5 cups weekly 1 cup daily	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk

**Menu Planning Worksheet – K-8**  
**WEEK 3 - LUNCH**

<b>Component</b>	<b><u>Monday</u></b>	<b><u>Tuesday</u></b>	<b><u>Wednesday</u></b>	<b><u>Thursday</u></b>	<b><u>Friday</u></b>
	<b>Volcanic Meatloaf</b> (½c) <b>Green Beans (1/2)</b> <b>Roll (1oz)</b> <b>Apple (1)</b> <b>1% Milk (1c)</b>	<b>BBQ Rib Patty Sandwich</b> <b>Orange Slices – 1/2 Cup</b> <b>Baked Beans (½c)</b> <b>Steamed Corn (½c)</b> <b>1% Milk (1c)</b>	<b>Chicken and Bean Burrito</b> <b>Bowl (2oz)</b> <b>Vegetable Dippers (1/2 cup)</b> <b>Peaches (1/2c)</b> <b>Tortilla Chips (1 oz)</b> <b>1% Milk (1c)</b>	<b>Lemon Chicken (2 oz)</b> <b>Roasted Vegetable</b> <b>Medley (1 cup)</b> <b>Strawberries (1/2 c)</b> <b>WG Roll (2 oz)</b> <b>1% Milk (1c)</b>	<b>Pepperoni and</b> <b>Cheese Calzone</b> <b>Curly Fries (1 cup)</b> <b>Apple Slices (1/2c)</b> <b>1% Milk (1c)</b>
<b>Meat/meat alternate:</b> 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Meatloaf (2.5 oz)	Rib Patty (2 oz)	Chicken (1/2 oz) Legume as M/MA (1 and ½ oz)	Chicken (2 oz)	Pepperoni (1 oz) Cheese (1 oz)
<b>Fruit:</b> 2½ cups weekly ½ cup daily minimum	1 Apple - medium	1/2 c Oranges	1/2 c Peaches	½ c Strawberries	1/2 c Apple Slices
<b>Vegetable:</b> 3¾ cups weekly ¾ cup daily minimum	7/8 c	1 c	1 c	1 and 1/4 c	1 and 1/8 c
<ul style="list-style-type: none"> <li>Dark/Green ½ cup weekly</li> </ul>				½ cup Broccoli	
<ul style="list-style-type: none"> <li>Red/Orange ¾ cup weekly</li> </ul>			3/8 c (in burrito bowl) ¼ c Carrot Sticks (in vegetable dippers)	½ cup Carrots	1/8 c (in Calzone)
<ul style="list-style-type: none"> <li>Beans, Peas (Legumes) ½ cup weekly</li> </ul>	¼ c black beans (in Meatloaf)	½ Baked Beans			
<ul style="list-style-type: none"> <li>Starchy ½ cup weekly</li> </ul>		½ c Steamed Corn			1 c (Curly Fries)
<ul style="list-style-type: none"> <li>Other ½ cup weekly</li> </ul>	1/8 c (in Meatloaf) 1/2 c Green Beans		1/8 c (in burrito bowl) ¼ c Celery Sticks (in vegetable dippers)	¼ cup onion	
<ul style="list-style-type: none"> <li>Additional Vegetable to reach total 1 cup weekly</li> </ul>					
<b>Grains:</b> 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Roll (1 oz eq)	Sandwich Bun (2 oz eq)	Burrito Bowl (1 oz eq) Tortilla Chips (1 oz eq)	Roll (2 oz eq)	Pizza (2 oz eq)
<ul style="list-style-type: none"> <li>Non-Whole Grain-Rich</li> </ul>					
<ul style="list-style-type: none"> <li>Whole Grain-Rich</li> </ul>	Roll	Bun	Tortilla Chips and Roll	Roll	Calzone crust
<b>Milk:</b> Two choices required 5 cups weekly	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk	1 c 1% Milk or 1 c Skim Chocolate Milk

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

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

**Menu Planning Worksheet – K-8**  
**Day 21 – LUNCH**

<b>Component</b>	<b><u>Monday</u></b>
	<b>Mexicali Taco Boat (¾c)</b> <b>Shredded Cheese (½oz)</b> <b>Spanish Rice (1oz)</b> <b>Sliced Peaches (½c)</b> <b>1% Milk (1c)</b>
<b>Meat/meat alternate:</b> 8-9 ounce equivalent weekly (K-5) 9-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Taco Boat (2.5 oz) Shredded Cheese (½oz)
<b>Fruit:</b> 2½ cups weekly ½ cup daily minimum	½ c Peaches
<b>Vegetable:</b> 3¾ cups weekly ¾ cup daily minimum	¾ c
<ul style="list-style-type: none"> <li>• Dark/Green ½ cup weekly</li> </ul>	
<ul style="list-style-type: none"> <li>• Red/Orange ¾ cup weekly</li> </ul>	¾ c (in Taco Boat)
<ul style="list-style-type: none"> <li>• Beans, Peas (Legumes) ½ cup weekly</li> </ul>	
<ul style="list-style-type: none"> <li>• Starchy ½ cup weekly</li> </ul>	
<ul style="list-style-type: none"> <li>• Other ½ cup weekly</li> </ul>	
<ul style="list-style-type: none"> <li>• Additional Vegetable to reach total 1 cup weekly</li> </ul>	
<b>Grains:</b> 8-9 ounce equivalent weekly (K-5) 8-10 ounce equivalent weekly (6-8) 1 ounce equivalent daily minimum	Spanish Rice (1 oz eq)
<ul style="list-style-type: none"> <li>• Non-Whole Grain-Rich</li> </ul>	
<ul style="list-style-type: none"> <li>• Whole Grain-Rich</li> </ul>	Rice
<b>Milk:</b> Two choices required 5 cups weekly 1 cup daily	1 c 1% Milk or 1 c Skim Chocolate Milk

## Meal Choices and Additional Daily Offerings

Site Name	Reimbursable Meal "Entrée" Choices*	Additional Fruit Choices	Additional Vegetable Choices	Salad Bar Offered	Additional Daily Offerings
KIPP Memphis Collegiate Elementary	1	0	0	No	No
KIPP Memphis Academy Elementary	1	0	0	No	No
KIPP Memphis Preparatory Elementary	1	0	0	No	No
KIPP Memphis Collegiate Middle	2	0	0	Yes	No
KIPP Memphis Academy Middle	2	0	0	Yes	No
KIPP Memphis Preparatory Middle	2	0	0	Yes	No
KIPP Memphis Collegiate High	2	1	1	Yes	Yes

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



## Nutrition Standards in the National School Lunch and School Breakfast Programs

	Breakfast Meal Pattern			Lunch Meal Pattern		
	<i>Grades K–5<sup>a</sup></i>	<i>Grades 6–8<sup>a</sup></i>	<i>Grades 9–12<sup>a</sup></i>	<i>Grades K–5</i>	<i>Grades 6–8</i>	<i>Grades 9–12</i>
<b>Meal Pattern</b>	<b>Amount of Food<sup>b</sup> Per Week (Minimum Per Day)</b>					
Fruits (cups) <sup>c,d</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) <sup>c,d</sup>	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green <sup>f</sup>	0	0	0	½	½	½
Red/Orange <sup>f</sup>	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) <sup>f</sup>	0	0	0	½	½	½
Starchy <sup>f</sup>	0	0	0	½	½	½
Other <sup>f,g</sup>	0	0	0	½	½	¾
Additional Veg. to Reach Total <sup>h</sup>	0	0	0	1	1	1½
Grains (oz. eq.) <sup>i</sup>	7–10 (1) <sup>j</sup>	8–10 (1) <sup>j</sup>	9–10 (1) <sup>j</sup>	8–9 (1)	8–10 (1)	10–12 (2)
Meats/Meat Alternates (oz. eq.)	0 <sup>k</sup>	0 <sup>k</sup>	0 <sup>k</sup>	8–10 (1)	9–10 (1)	10–12 (2)
Fluid Milk (cups) <sup>l</sup>	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a Five-day Week</b>						
Min-Max Calories (kcal) <sup>m,n,o</sup>	350–500	400–550	450–600	550–650	600–700	750–850
Saturated Fat (percentage of total calories) <sup>n,o</sup>	<10	<10	<10	<10	<10	<10
Sodium (mg.) <sup>n,p</sup>	≤430	≤470	≤500	≤640	≤710	≤740
Trans Fat <sup>n,o</sup>	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

## Exhibit C-1 (Cont'd.)

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

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

<sup>c</sup> One quarter-cup of dried fruit counts as  $\frac{1}{2}$  cup of fruit; one cup of leafy greens counts as  $\frac{1}{2}$  cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

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

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

<sup>f</sup> Larger amounts of these vegetables may be served.

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

<sup>h</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

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

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

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

<sup>l</sup> Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

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

<sup>n</sup> 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.

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

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

## Implementation Timeline for Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs

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

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

## Vegetable Subgroups

Listed below are samples of commonly eaten vegetables found in each of the required vegetable subgroups. The list is not all-inclusive.

<p><b>Dark Green Vegetables</b></p> <ul style="list-style-type: none"> <li>• Bok choy</li> <li>• Broccoli</li> <li>• Collard greens</li> <li>• Dark green leafy lettuce</li> <li>• Kale</li> <li>• Mesclun</li> <li>• Mustard greens</li> <li>• Romaine lettuce</li> <li>• Spinach</li> <li>• Turnip greens</li> <li>• Watercress</li> </ul>	<p><b>Beans and Peas*</b></p> <ul style="list-style-type: none"> <li>• Black beans</li> <li>• Black-eyed peas (mature, dry)</li> <li>• Garbanzo beans (chickpeas)</li> <li>• Kidney beans</li> <li>• Lentils</li> <li>• Navy beans</li> <li>• Pinto beans</li> <li>• Soy beans</li> <li>• Split peas</li> <li>• White beans</li> </ul>
<p><b>Starchy Vegetables</b></p> <ul style="list-style-type: none"> <li>• Cassava</li> <li>• Corn</li> <li>• Fresh cowpeas, field peas, or black-eyed peas (not dry)</li> <li>• Green bananas</li> <li>• Green peas</li> <li>• Green lima beans</li> <li>• Plantains</li> <li>• Potatoes</li> <li>• Taro</li> <li>• water chestnuts</li> </ul>	<p><b>Other Vegetables</b></p> <ul style="list-style-type: none"> <li>• Artichokes</li> <li>• Asparagus</li> <li>• Avocado</li> <li>• Bean sprouts</li> <li>• Beets</li> <li>• Brussels sprouts</li> <li>• Cabbage</li> <li>• Cauliflower</li> <li>• Celery</li> <li>• Cucumbers</li> <li>• Eggplant</li> <li>• green beans</li> </ul>
<p><b>Red &amp; Orange Vegetables</b></p> <ul style="list-style-type: none"> <li>• Acorn squash</li> <li>• Butternut squash</li> <li>• Carrots</li> <li>• Hubbard squash</li> <li>• Pumpkin</li> <li>• Red peppers</li> <li>• Sweet potatoes</li> <li>• Tomatoes</li> <li>• Tomato juice</li> </ul>	<p><b>Other Vegetables (continued)</b></p> <ul style="list-style-type: none"> <li>• Green peppers</li> <li>• Iceberg (head) lettuce</li> <li>• Mushrooms</li> <li>• Okra</li> <li>• Onions</li> <li>• Parsnips</li> <li>• Turnips</li> <li>• Wax beans</li> <li>• Zucchini</li> </ul>

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

# School Lunch and Breakfast

## Whole Grain-rich Ounce Equivalency (Oz. Eq.) Requirements for School Meal Programs<sup>1,2</sup>

Group A	Oz. Eq. for Group A
<ul style="list-style-type: none"> <li>• Bread type coating</li> <li>• Bread sticks (hard)</li> <li>• Chow mein noodles</li> <li>• Savory crackers (saltines and snack crackers)</li> <li>• Croutons</li> <li>• Pretzels (hard)</li> <li>• Stuffing (dry) Note: weights apply to bread in stuffing.</li> </ul>	<p>1 oz. eq. = 22 gm. or 0.8 oz.            3/4 oz. eq. = 17 gm. or 0.6 oz.            1/2 oz. eq. = 11 gm. or 0.4 oz.            1/4 oz. eq. = 6 gm. or 0.2 oz.</p>
Group B	Oz. Eq. for Group B
<ul style="list-style-type: none"> <li>• Bagels</li> <li>• Batter type coating</li> <li>• Biscuits</li> <li>• Breads (sliced whole wheat, French, Italian)</li> <li>• Buns (hamburger and hot dog)</li> <li>• Sweet crackers<sup>4</sup> (graham crackers—all shapes, animal crackers)</li> <li>• Egg roll skins</li> <li>• English muffins</li> <li>• Pita bread (whole wheat or whole grain-rich)</li> <li>• Pizza crust</li> <li>• Pretzels (soft)</li> <li>• Rolls (whole wheat or whole grain-rich)</li> <li>• Tortillas (whole wheat or whole corn)</li> <li>• Tortilla chips (whole wheat or whole corn)</li> <li>• Taco shells (whole wheat or whole corn)</li> </ul>	<p>1 oz. eq. = 28 gm. or 1.0 oz.            3/4 oz. eq. = 21 gm. or 0.75 oz.            1/2 oz. eq. = 14 gm. or 0.5 oz.            1/4 oz. eq. = 7 gm. or 0.25 oz.</p>
Group C	Oz. Eq. for Group C
<ul style="list-style-type: none"> <li>• Cookies<sup>3</sup> (plain—includes vanilla wafers)</li> <li>• Cornbread</li> <li>• Corn muffins</li> <li>• Croissants</li> <li>• Pancakes</li> <li>• Pie crust (dessert pies<sup>3</sup>, cobbler<sup>3</sup>, fruit turnovers<sup>4</sup>, and meat/meat alternate pies)</li> <li>• Waffles</li> </ul>	<p>1 oz. eq. = 34 gm. or 1.2 oz.            3/4 oz. eq. = 26 gm. or 0.9 oz.            1/2 oz. eq. = 17 gm. or 0.6 oz.            1/4 oz. eq. = 9 gm. or 0.3 oz.</p>

**Exhibit C-4 (Cont'd.)**

Group D	Oz. Eq. for Group D
<ul style="list-style-type: none"> <li>• Doughnuts<sup>4</sup> (cake and yeast raised, unfrosted)</li> <li>• Cereal bars, breakfast bars, granola bars<sup>4</sup> (plain)</li> <li>• Muffins (all, except corn)</li> <li>• Sweet roll<sup>4</sup> (unfrosted)</li> <li>• Toaster pastry<sup>4</sup> (unfrosted)</li> </ul>	<p>1 oz. eq. = 55 gm. or 2.0 oz.            3/4 oz. eq. = 42 gm. or 1.5 oz.            1/2 oz. eq. = 28 gm. or 1.0 oz.            1/4 oz. eq. = 14 gm. or 0.5 oz.</p>
Group E	Oz. Eq. for Group E
<ul style="list-style-type: none"> <li>• Cereal bars, breakfast bars, granola bars<sup>4</sup> (with nuts, dried fruit, and/or chocolate pieces)</li> <li>• Cookies<sup>3</sup> (with nuts, raisins, chocolate pieces, and/or fruit purées)</li> <li>• Doughnuts<sup>4</sup> (cake and yeast raised, frosted or glazed)</li> <li>• French toast</li> <li>• Sweet rolls<sup>4</sup> (frosted)</li> <li>• Toaster pastry<sup>4</sup> (frosted)</li> </ul>	<p>1 oz. eq. = 69 gm. or 2.4 oz.            3/4 oz. eq. = 52 gm. or 1.8 oz.            1/2 oz. eq. = 35 gm. or 1.2 oz.            1/4 oz. eq. = 18 gm. or 0.6 oz.</p>
Group F	Oz. Eq. for Group F
<ul style="list-style-type: none"> <li>• Cake<sup>3</sup> (plain, unfrosted)</li> <li>• Coffee cake<sup>4</sup></li> </ul>	<p>1 oz. eq. = 82 gm. or 2.9 oz.            3/4 oz. eq. = 62 gm. or 2.2 oz.            1/2 oz. eq. = 41 gm. or 1.5 oz.            1/4 oz. eq. = 21 gm. or 0.7 oz.</p>
Group G	Oz. Eq. for Group G
<ul style="list-style-type: none"> <li>• Brownies<sup>3</sup> (plain)</li> <li>• Cake<sup>3</sup> (all varieties, frosted)</li> </ul>	<p>1 oz. eq. = 125 gm. or 4.4 oz.            3/4 oz. eq. = 94 gm. or 3.3 oz.            1/2 oz. eq. = 63 gm. or 2.2 oz.            1/4 oz. eq. = 32 gm. or 1.1 oz.</p>
Group H	Oz. Eq. for Group H
<ul style="list-style-type: none"> <li>• Cereal grains (barley, quinoa, etc.)</li> <li>• Breakfast cereals (cooked)<sup>5, 6</sup></li> <li>• Bulgur or cracked wheat</li> <li>• Macaroni (all shapes)</li> <li>• Noodles (all varieties)</li> <li>• Pasta (all shapes)</li> <li>• Ravioli (noodle only)</li> <li>• Rice (enriched white or brown)</li> </ul>	<p>1 oz. eq. = 1/2 cup cooked or            1 oz. (28 g) dry</p>

**Exhibit C-4 (Cont'd.)**

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

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

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

<sup>3</sup> Allowed only as dessert at lunch as specified in §210.10.

<sup>4</sup> Allowed for desserts at lunch as specified in §210.10, and for breakfasts served under the SBP.

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

<sup>6</sup> Cereals must be whole grain, or whole grain and enriched or fortified cereal.



## “Buy American” Certification

We require that suppliers comply with the “Buy American” provision in all program meals and:

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

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

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

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

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

**FSMC Certification**

\_\_\_\_\_ *Authorized signature*

\_\_\_\_\_ *Date*