

OAK RIDGE SCHOOLS

**REQUEST FOR PROPOSALS (RFP)
AND SUBSEQUENT CONTRACT
FOR CHILD NUTRITION PROGRAM
“FOOD SERVICE
MANAGEMENT COMPANY SERVICES”
COST REIMBURSABLE**

**Invitation to Submit Proposal for
Food Service Management Company (FSMC)**

RFP Release Date: February 20, 2023

Completed, sealed proposals must be submitted no later than
April 10, 2023 by 2:00 PM EST

RFP Issued By:

Oak Ridge Schools
304 New York Ave
Oak Ridge Schools, TN 37830
Jenifer Van Dyke
Finance Director

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Schedule of Events (All events listed in EST time)

Event	Event Date	Event Time
RFP Release Date	February 20, 2023	N/A
Pre-proposal Conference and Site Visit	March 8, 2023	1:30pm
Final Question Deadline (no questions accepted after this date)	March 13, 2023	4:30pm
Question Answers Provided by Date	March 20, 2023	4:30pm
Sealed Proposal Submission Deadline	April 10, 2023	2:00pm
Proposal Opening	April 10, 2023	2:00pm
Optional FSMC Presentation	April 11, 2023	1:30pm
Proposal Evaluation Completion Deadline	April 13, 2023	
Board Approval	April 24, 2023	5:00pm
Written Evaluation Notice to Proposers & RFP Files Open for Public Inspection	April 25, 2023	4:30pm
Bid Protest Deadline	May 7, 2023	
Contract Signature Date	May 8, 2023	
Anticipated Contract Start date for Selected FSMC	July 1, 2023	

Federal regulation citations concerning food service management company contracts can be found in 7 CFR Part 210 National School Lunch Program.

Index of Applicable Regulatory Citations and Policy Guidance

2 CFR Part 200---Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards

7 CFR Part 210—National School Lunch Program

210.8(a)	SFA monitoring responsibilities
210.9(b)	Annual Program Agreement
210.9(b)(7)	Determination of free and reduced eligibility by SFAs
210.9(b)(17) & (19)	Record retention requirements
210.11	Competitive food services and “Smart Snacks” guidelines
210.13	Facilities management
210.16(a)	SFA contract parameters and conditions:
210.16(a)(1)	Adhere to procurement standards
210.16(a)(2)	Operation is in conformance with contract
210.16(a)(3)	Periodic on-site visits
210.16(a)(4)	SFA control of meals/food service quality and prices
210.16(a)(5)	Signature authority (SFA retains control)
210.16(a)(6)	Appropriate use of USDA foods
210.16(a)(7)	Health certification
210.16(a)(8)	Advisory board
210.16(a)(9)	SFA must adopt all TDOE changes to solicitation prior to issuance
210.16(a)(10)	TDOE has reviewed and approved contract terms and conditions, as well as all changes to the contract prior to execution
210.16(b)	Invitation to bid
210.16(b)(1)	Twenty-one day cycle menu
210.16(b)(2)	Nonperformance
210.16(c)	Contract provisions allowing "cost-plus-a-percentage-of-cost" and "cost-plus-a-percentage-of-income" prohibited.
210.16(c)(1)	FSMC shall maintain records to support SFA's claim for reimbursement
210.16(c)(2)	FSMC health certification for any facility used outside of schools
210.16(c)(3)	Nonpayment conditions (spoiled or unwholesome foods, etc.)
210.16(d)	Duration of contract
210.21	Procurement

7 CFR Part 215—School Milk Program

7 CFR Part 220—School Breakfast Program

7 CFR Part 225 – Summer Food Service Program

7 CFR Part 245—Determining Free and Reduced Eligibility

245.5	Public announcement
245.6	Free and Reduced Eligibility Applications
245.6(a)	Verification
245.7	Hearings
245.10	Free and Reduced Policy Statement

7 CFR Part 250—USDA Foods

250.12(b)(4)	Restitution for USDA Foods in connection with claims
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250.12(c)	FSMC responsibility for use of USDA Foods
250.13(e)	Improper distribution, loss of or damage to USDA Foods
250.23	Buy American Provisions
250.50(a)	Use of Donated Foods
250.51(a),(b), & (c)	Crediting and Value of Donated Foods
250.52(a) & (b)	Storage and Inventory of Donated Foods
250.53(c)	Substitution of Ground Beef and Pork

SFA and FSMC agree to all the regulations listed above.

SECTION ONE – Definitions

Accounting Periods—each month throughout the fiscal year from July 1 to June 30.

Amendments—written documents issued by the SFA prior to the opening of proposals which modifies the RFP documents by addition, deletions, clarifications, or corrections.

Appendices—documents to be provided by the SFA to the FSMC as part of the RFP.

Attachments—documents to be provided by the FSMC in response to the RFP/contract.

ADM/ADP—Average Daily Membership/Participation

Bid—an offer to perform, in accordance with the specifications and conditions, for a stipulated price.

Board—the Board of Education of the SFA. Unless otherwise authorized by the SFA, the SFA’s Board of Education shall provide final approval of the Evaluation Committee’s RFP recommendation to the chief procurement officer.

Code of Federal Regulations (CFR)—the code of federal regulations. Means the codification of the general and permanent rules published in the *Federal Register* by the executive departments and agencies of the federal government.

2 CFR 200 and 400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards regarding the administration of grants.

CN (Child Nutrition) Label—indicates that the product conforms to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal pattern requirements.

Child Nutrition Program (CNP)—is the preparation and service of food to the SFA’s students, staff, employees, and authorized visitors. The CNP may include, but is not limited to the National School Lunch Program, SBP, After School Snack program, FFVP, Summer Food Service Program, and the SSO, as well as catering services and à la carte food service.

Competition—the process by which two or more companies attempt to secure business by offering the most favorable terms on price, quality, and service.

Competitive Foods—any foods and beverages sold during the school day on the school campus that compete with the school breakfast and lunch programs. Violation of federal or state competitive food guidelines may result in reclaims of federal funds to support the SFA’s school breakfast or lunch programs.

Contract—a formal, legally enforceable agreement duly executed by the authorized representative of the SFA and the FSMC. The SFA’s RFP and the contractor proposal to the RFP will become the final contract.

Contract Award—the awarding of a contract to a successful offeror signifying the acceptance of the proposal.

Contract Documents—any letters, forms, attachments, or other documents that the offeror submits with the proposal and any documents provided by the SFA in the context of this RFP, unless the terms in any such

documents conflict with any term in the RFP.

Cost Reimbursable Contract—under this type of contract, the FSMC is required to perform the work described in the contract for the payment of a fixed administrative/management fee in addition to allowable direct costs of food, supplies, and labor to manage the food service program.

Current Year—the period beginning July 1 and ending June 30.

Decimals—meal charges are to be listed out to four (4) decimal places, if applicable.

Direct Cost—a cost that is incurred specifically for one activity and can be identified specifically with that cost.

Domestic Commodity or Product – an agricultural commodity that is produced in the United States; and /or a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

Duration—the contract duration must be limited to one year, with the effective beginning and ending dates stated in the contract. The beginning date shall not be prior to the date the contract is signed. Additionally, if renewals will be permitted, the contract must also state the date by which the renewal must be executed by both the SFA and FSMC. Although four (4) additional one-year renewals are permitted, contracts cannot contain automatic renewal provisions. The renewal date must occur on or prior to the expiration date of the current contract. Any provisions, including adjustments to payments that will be used for renewing contracts, must be stated in the RFP/contract, as applicable. These alterations cannot result in material changes to the original contract. If the SFA determines that significant changes are necessary, the SFA must re-solicit the contract.

Examples of substantive changes which could require the SFA to re-solicit the contract include, but are not limited to: major changes to the formula for determining meal equivalency; major shift in responsibilities for SFA/FSMC staff; and/or significant changes in the basis for determining guaranteed returns.

Expendable Equipment—items utilized in the preparation of food, including such things as pots, pans, and kitchen utensils. Expendable equipment also includes any item used in the nonprofit food service program as any item with a useful life of more than one meal service and with a purchase value per unit of \$4,999.99 or less.

FNS—Food and Nutrition Service of the United States Department of Agriculture.

Food Service Facilities—are the areas, improvements, personal property, and facilities made available by the SFA to the FSMC for the provision of the food services.

Food Service Management Company (FSMC)—a commercial enterprise or a nonprofit organization that is or may be contracted with by a SFA to manage any aspect of the school food service.

FSMC's Responsibility—requires each FSMC to fully acquaint himself with conditions relating to the scope and restrictions of this RFP. The failure or omission of a FSMC to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to an offer and/or contract.

Gross Receipts—the total of all cash receipts, reimbursements received by the SFA, and other revenue under the SFA's nonprofit food service program.

Indirect Cost—a cost of a general nature which is not readily identifiable with the activities of the grant and incurred for a common or joint purpose benefiting more than one activity or cost objective.

Indirect Cost Rate—a device for determining the proportion of indirect costs the child nutrition program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base. Rates are published

annually by TDOE.

In-Kind Meals—meals provided to adults who are directly involved in meal preparation and service. Teachers, aides, maintenance workers, secretaries, principals, and/or visitors, etc., should not eat free of charge unless the SFA accounts for and reimburses the school food service account for such adult meals. Students who assist in the cafeteria should not be considered “in-kind” nor reported as adult in-kind meals.

Material Change – defined as a change that, had other offerors known of the change at the time they submitted their responses to the RFP, would have caused them to respond differently to the solicitation. Federal regulations under 2 CFR 200.324(b)(5) specify that when a proposed contract modification changes the scope of the contract or increases the contract amount by more than the federal Simplified Acquisition Threshold (currently set at \$250,000 per 2 CFR 200.88), the SFA must submit the proposed changes to the TDOE for review and approval. State or local acquisition thresholds may be more restrictive and the most restrictive threshold applies.

Meal Equivalents—defined as the common denominator for calculation of the per meal guarantee. The meal equivalent formula shall be determined by dividing the total of cash receipts, other than from sales of National School Lunch and Breakfast Program meals of Cash Equivalents, by the Equivalency Factor.

À la carte meal equivalents shall be computed by dividing à la carte revenue (made to students and adults only through the child nutrition program) by the sum of the highest student charge for a reimbursable school lunch, plus federal paid reimbursement, and federally donated food entitlement value per meal for the fiscal year in which the meals are served. This factor will fluctuate with the prices of student lunch, federal paid reimbursement, and federally donated food entitlement per meal each year.

Non-expendable Equipment—defined as any item with a per unit purchase of \$4,999.99 or more. All non-expendable equipment will be purchased by the SFA.

Nonprofit School Food Service Program—all food service operations conducted by the SFA are principally for the benefit of school children; all of the revenue from which is used solely for the operation or improvements of such food services.

Non-Federal Entity – means a state, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a federal award as a recipient or sub-recipient.

Nutrition Analyses—provides detailed nutrition information on planned program menus. All menus must be planned to meet the Dietary Guidelines for Americans, as well as applicable USDA and state requirements. The FSMC proposal will include a nutrition analysis for each menu planned for all programs operated. Nutrition analyses must be available for all program meals planned and served daily during the contract period(s). The nutrition analysis software program used must be approved by USDA.

Offeror—a vendor who responds to a solicitation; for this purpose, the offeror is the FSMC responding to the RFP.

On-site—defined as the physical location of the food preparation facilities of the SFA as presented in RFP.

Pre-proposal Conference—helps ensure that each FSMC understands the RFP.

Product Identification (ID)—the product identifications or descriptions are not specifications. Product identifications are limited to requirements that can be verified on delivery or information essential for communication between contractor and SFA. Product identifications must be supplied with RFP for all items without CN label to insure quantity and quality.

Processor – means any commercial facility which processes or repackages USDA Foods. However, commercial enterprises which handle, prepare, and/or serve products or meals containing USDA Foods on-site solely for the

individual SFA under contract are exempt under this definition.

Proposal—a complete and properly signed response to the RFP. The proposal is presented as described in the response to RFP section of the school district RFP. The entire RFP will become the legal contract when approved, awarded, and signed.

Proposal Opening—the process of opening and reading the content of proposals for the first time, at the date, time, and location specified in the Request for Proposals.

Public Access to Procurement Information—no documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after the contract is awarded. Once awarded, non-proprietary information contained in the FSMC's response to the RFP becomes public record. Commercial or financial information obtained in response to this RFP may be considered privileged and confidential. Such privileged and confidential information includes information that, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal they consider to contain proprietary information.

Qualified Offeror—an offeror who is qualified by experience, equipped to perform the work required or furnish the necessary material indicated in the specifications, and who has the necessary financial backing and ability to complete the contract.

Request for Proposal (RFP)—the document that communicates to potential FSMCs the requirements of the SFA. The RFP must be submitted in its entirety and will become the final contract. No substitute contract will be accepted.

Right of Non-Commitment or Rejection—this solicitation does not commit the SFA to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The SFA reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the district or SFA to do so.

SBP—School Breakfast Program

Servicewares—items utilized in the service of food, including but not limited to such things as chinaware, glassware, and silverware.

SFA - the political subdivision or non-profit legal entity that operates the non-profit child nutrition program, as specified in the Program Agreement with the Tennessee Department of Education (TDOE) and complies with federal and state laws, regulations, and policies contained in the National School Lunch program (NSLP), the School Breakfast Program (SBP), the After School Snack Program (ASSP), the Seamless Summer Option (SSO), the Summer Food Service Program (SFSP), and the Fresh Fruit and Vegetable Program (FFVP).

Signature Authority—the SFA shall retain signature authority on the child nutrition Program Agreement, Free and Reduced-Price Policy Statement and any and all claims made for reimbursement.

Simplified Acquisition Threshold – means the dollar amount below which a non-federal entity may purchase property or services using small purchase methods. Non-federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the Simplified Acquisition Threshold. The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation at 48 CFR subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. Currently, the Simplified Acquisition Threshold is \$250,000, but this threshold is periodically adjusted for inflation.

Specifications—are written descriptions of what the purchaser requires and, consequently what a respondent must offer to be considered eligible for an award.

Special Food Service Functions—requested by the SFA shall be provided at a firm price mutually agreeable to the FSMC and SFA. The FSMC and the SFA shall agree as to what portion of this cost is to be reimbursed to the FSMC and what portion will be paid directly by the SFA. All cost related to special food service functions shall be clearly identifiable on the monthly billing and shall not be considered when determining the number of meal equivalents for which the FSMC will be paid a management fee or the performance of the FSMC as it relates to compliance with the meal equivalent cost guarantee. No USDA foods can be used for such functions. In addition, no food, labor, and supplies appropriated for the child nutrition program can be used for these functions.

State Agency (SA)—the Tennessee Department of Education (TDOE). TDOE is the state-level administrator for the National School Lunch Program (NSLP) and its related initiatives.

Term—one year with four one-year renewal options. A partial school year will be considered one of the four one-year renewal options.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards—2 CFR 200, the official federal regulations governing the procurement activities of state and local grantees of federal funds. Includes local food service operators receiving federal funds issued by the USDA.

USDA—the United States Department of Agriculture.

USDA Foods (Commodities) – means foods purchased by the United States Department of Agriculture and donated to schools for use in child nutrition programs.

USDA Rebates—refers to items produced on "Processing Contracts" from USDA donated foods. All rebates generated from the processing of the SFA's USDA foods are required to accrue to the SFA's non-profit school food service account.

Vendor—a merchandiser of complete meals, meal components, or raw materials.

SECTION TWO – General Information

A. Intent

This Request for Proposal (RFP) is for the purpose of obtaining proposals and ultimately entering into a contract to provide FSMC services for the Oak Ridge Schools nonprofit school food service program, hereinafter referred to as the SFA. Schools are listed in Appendix A. The food service employee listed in Appendix C is the only employee of the SFA. All other food service employees will be employees of the FSMC.

The offeror or Food Service Management Company (FSMC) will be referred to as the FSMC, and the Contract will be between the FSMC and the SFA. The FSMC shall offer assurances that all operations addressed in the RFP will be conducted in a manner that is consistent with the goal of the SFA's child nutrition program, which is to provide nutritionally balanced meals of high quality to students at an economical price in an attractive, appealing, and friendly environment.

Each offeror must submit a completed response to this solicitation using the forms provided. No other documents submitted with the Request for Proposal will affect the contract provisions.

B. Procurement Method

A competitive proposals process will be utilized to procure FSMC services. **All procurement transactions shall be conducted in a manner that provides maximum, open, and free competition consistent with federal regulations as defined in 2 CFR 200 and 400.**

The SFA acknowledges its responsibility to ensure that all terms and conditions of the RFP conform to its local procurement code **Any changes to the RFP template shall be documented as a separate addendum or amendment. These changes shall be reviewed and approved by the Tennessee Department of Education (TDOE) prior to the issuance of any RFP.**

C. Pre-Proposal Conference and Site Visit

1. A **mandatory** meeting and site visits with interested FSMC will be held on:

Wednesday, March 8, 2023 @ 1:30 PM:

Oak Ridge Schools Business Services Office

304 New York Ave, Oak Ridge, TN 37830

The purpose for the meeting will be to review the specifications and for a walk-through of designated facilities with school officials.

Questions will not be answered during the pre-proposal conference, but rather by the SFA in writing. Any questions must be submitted in writing to the SFA by the deadline specified here-in.

Written Inquiries

All communications and inquiries shall be directed to:

Contact Person's Name: Dana Paolucci	Contact Person's Title: Business Services Coordinator		
Address: 304 New York Ave	City: Oak Ridge	State: TN	Zip Code: 37830
Email Address: drpaolucci@ortn.edu	Phone Number: 865-425-9141		

Written responses to questions received will be distributed by e-mail to all FSMCs that attend the pre-proposal meeting and will be referred to as **Appendix K**.

D. Optional Presentation by FSMC

An optional formal presentation by FSMCs who submit bids will be held on:

Tuesday, April 11, 2023 @ 1:30 PM:

Oak Ridge Schools Board Room

304 New York Ave, Oak Ridge, TN 37830

No food should be prepared for the presentation. Proposers are not allowed to alter or amend their proposals through the presentation process.

E. Proposal Submission and Award

1. Proposal submission deadline: **2:00 PM (EST) on Monday, April 10, 2023**
2. Proposals to be submitted to this address:

Oak Ridge Schools – RFP 23-005	
304 New York Ave, Oak Ridge, TN 37830	Attn: Dana Paolucci

3. **One (1)** copy of the proposal is to be delivered in a sealed container; as well as 5 copies in pdf format on thumb drives marked **“Food Service Management Company Proposal.”** Faxed and/or e-mailed copies **will not** be accepted. Each proposal must include all required responses and documents at the time of public acceptance stated here-in. To be considered, each offeror must submit a complete response to this solicitation using the required format and forms provided. All proposals must convey all of the information requested in order to be considered responsive. Any time prior to the proposal opening, the FSMC may withdraw a submitted proposal by submitting a request in writing. The SFA reserves the right to reject any or all proposals and to cancel this solicitation if deemed to be in the best interest of the SFA. The SFA reserves the right to reissue the RFP.

4. The award shall be made to the highest-ranked, qualified, and responsible offeror whose proposal is most responsive to this solicitation. A responsible offeror is an FSMC whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation and whose responses best meet the criteria contained throughout the RFP. Price will be the highest weighted factor. An Evaluation Committee, appointed by the SFA, will review and evaluate all written proposals based on pre-established criteria. Qualified offerors will be invited to give a formal presentation to the Evaluation Committee. The Evaluation Committee will make a written, objective evaluation and recommendation to the SFA's School Board.
5. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals and to seek clarification on any items contained in the RFP; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on the plea of error. The offeror has responsibility for all cost incurred prior to the signing of a contract by all parties. **Paying the FSMC from Child Nutrition funds is prohibited until the contract is signed and approved by TDOE.**

F. Amendments

If necessary, an amendment(s) will be issued prior to the proposal submittal date and in time for the purposes of modifying or interpreting the proposal instruction and/or specifications through additions, deletions, clarifications, or corrections. Any amendment(s) issued by the SFA shall become a formal part of this RFP.

Any amendment(s) will be forwarded to all potential offerors who are known by the SFA to have received a completed copy of the RFP. No amendment(s) will be issued later than five (5) calendar days prior to the proposal submittal date except to (a) withdraw the RFP, or (b) postpone the proposal submittal date and time. The SFA will not be legally bound by any amendment or interpretations that are not in writing and approved by all parties.

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment(s) with their proposal. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

G. Late Proposals

Any proposal received after the date and time specified herein will not be considered.

H. Final Discussions and Negotiations

The SFA reserves the right to conduct final discussions and/or negotiations with the FSMC recommended by the Evaluation Committee prior to awarding the contract. The purpose of these discussions shall be to clarify and assure full understanding of any issue contained in the proposal. The SFA shall conduct an evaluation of all Offers for accuracy, completeness, and conformity to the specifications contained in the Solicitation. The SFA shall certify the results of the proposal evaluation process prior to the issuance of any award. By submission of a proposal, the offeror agrees that during the period following issuance of an Offer and prior to notification of intent and/or award of contract, offeror shall not discuss this procurement with any party except the SFA or other parties designated in this Solicitation.

The SFA reserves the right, at any time after the proposal opening and prior to an award, to request from

any offeror clarification of processes or procedures, address technical questions, or to seek other information regarding the offer. Discussions are possible only if the Offer is apparently responsive. This process may also be used to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of the offeror. Any discussions shall be documented in writing and shall be included with the Offer. In conducting these discussions, there shall be no disclosure of any information derived from proposals by competing FSMCs.

I. Final Contract

The submitted RFP, including all attachments and all documents submitted by the offeror, will become the official contract when approved, awarded, and signed.

J. Procurement Code of Conduct

The SFA acknowledges their responsibility under USDA guidelines to establish and enforce an SFA written policy to address the conduct of SFA employees with regard to SFA procurement transactions. This code of conduct, at a minimum, must prohibit SFA employees from soliciting gifts, travel packages, and other incentives from prospective offerors and/or contractors. In addition, the code of conduct must prohibit an SFA employee from participating in the selection, award, and administration of any contract to which an entity or certain persons connected to them have financial interest. The code of conduct must also provide for the SFA to set standards when financial interest is defined as not substantial or a gift is an unsolicited item of nominal value and may be acceptable. Additionally, the SFA code of conduct must provide for disciplinary actions to be applied in the event the code of conduct standards are violated.

Any employee or official of the SFA, elective or appointive, who shall take, receive, or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, to, or from any person, partnership, firm or corporation, offering, proposing, or in open market seeking to make sales to the SFA shall be subject to punishment or a fine in accord with state and/or federal laws.

The FSMC's employees must adhere to the SFA's Code of Conduct. Failure to follow the SFA's Code of Conduct may result in disqualification of offeror's proposal and/or legal action.

K. Approval of Publicity Releases

The FSMC shall not have the right to include the SFA's name in its published list of customers, without prior approval of the SFA. Such restriction shall not prohibit either party from disclosing the existence of the relationship. The FSMC agrees not to publish or cite in any form any comments or quotes from SFA staff. FSMC further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the SFA.

SECTION THREE – Specific Requirements

- A. Contract:** The contract awarded as a result of this RFP shall be effective for one year for the school year beginning July 1, 2023 and ending June 30, 2024. Upon mutual agreement of the SFA and the FSMC, the contract may be renewed annually for up to four additional one-year periods.

Any amendment, addendum, and/or renewal to the contract shall become effective at the time specified and must be approved by TN Department of Education, Office of School Nutrition. If the amendment, addendum, an/or renewal to the contract institutes a material change, the SFA must rebid the contract.

- B. Expenses:** The FSMC will be paid on the basis of the direct cost incurred plus a fixed fee.

The value of USDA foods received must be itemized and credited in the monthly billing to the SFA to document savings resulting from USDA food usage. (No value or benefit of USDA foods shall accrue in any manner to the FSMC).

All program expenses not otherwise defined in the contract will be covered by the administrative fee and may not be charged in any other expenses. All indirect and overhead costs are to be included in the administrative fee.

The following must be included in the administrative fee and may not be charged to any other expenses.

1. Personnel and Labor Relations and Services Visitation;
2. Legal Department Services;
3. Purchasing and Quality Control;
4. Technical Research;
5. Cost incurred in Hiring and Relocating FSMC Management personnel;
6. Dietetic Services (Administrative and Nutritional);
7. Recipe Development, Modification and the Use of Test Kitchens;
8. Accounting and Accounting Procedures;
9. Tax Administration;
10. Technical Supervision;
11. Regional/Supervisory Personnel and Inspections or Audit Personnel;
12. Teaching and Training Programs;
13. General Regional Support;
14. General National Headquarters Support;
15. Design Services;
16. Menu Development;
17. Information Technology and Support;
18. Payroll Documentation and Administrative Cost;
19. FSMC Employee Background and Maltreatment Checks;
20. Payroll Documentation;
21. Meal Modifications

The FSMC shall submit to the SFA a monthly invoice by the 15th of the following month, broken down by individual school, to include the actual number of reimbursable meals (breakfast, lunch, and snack) and non-program foods for each service provided. Daily records must be available to support the invoice charges. Breakfast, lunch, and snacks will be listed separately on the invoice. If an itemized invoice is requested by the SFA, but not provided within forty-five days, the SFA has the right to delay payment for non-compliance.

The SFA's failure to pay an invoice may constitute a breach of the contract. In the event any invoice is unpaid for more than forty-five days, the FSMC may have the right to terminated performance under this contract. The SFA further agrees to pay all costs of collection of amounts due including a reasonable attorney's fee. Waiver by FSMC of the right to terminate for one or more late payments shall not constitute waiver of FSMC's rights for future payments.

Cost-reimbursable contracts are awarded with management and administrative fees applied on a per meal basis and revenues from non-program food sales converted into meal equivalents. The FSMC will annually provide information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program food, and total revenue. Non-program foods include: adult meals, a la carte, catering, vending, student stores operated, coffee shops, or any other sales generated through the nonprofit school food service account not already described. This information is used in determining compliance with revenue from non-program foods. 7 C.F.R. § 210.14(f).

Any guaranteed return promised by the FSMC must remain in the nonprofit school food service account.

C. Services: The FSMC shall provide the following services:

1. The preparation and service of food to students, SFA employees, and guests of the SFA in accordance with the menu and meal pattern specifications described in this RFP.
2. The collection of daily cash sales shall be in accord with the cash collection procedures of the SFA as described in the TDOE-approved Free/Reduced-Price Meal Policy.
3. The daily collecting and counting of all meals served by category in accord with the TDOE-approved Free/Reduced-Price Meal Policy.
4. The deposit of daily cash collections in a SFA bank account restricted for use by the SFA's nonprofit food service account.
5. The maintenance of the daily meal count report and documents to support the SFA's claim for reimbursement.
6. Assistance to the SFA for filing paperwork as needed.
7. The monthly consolidation of school meal counts shall be prepared and certified to the SFA not later than the 10th day of the month following the last service day of each month.
8. Replacement of all food lost due to refrigeration malfunction at no cost to the SFA, to the extent such loss was a result of FSMC's negligence. Daily temperature records must be maintained in all schools on all refrigerated equipment, including holidays.
9. Provision of a monthly listing by schools of the ending inventory for purchased food, supplies, and USDA foods. Also, a listing by schools of the total value received of USDA foods.
10. Maintenance of high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment and kitchen floors) and for the washing of dishes, trays, flatware, pots, pans, utensils, the cleaning and sanitation of food equipment, counters, serving lines, cafeteria tables, routine cleaning, light fixtures, window coverings, in the kitchen and storage areas used by the FSMC, including the cleaning of floors and walls in these areas. FSMC must comply with all state and federal regulations involving food safety and sanitations.

11. Placement of all garbage and trash in appropriate containers in the area designated by the SFA for later removal.
 12. Training and implementation of the TDOE-required Food Safety Plan–Hazard Analysis & Critical Control Points (HACCP).
 13. Implementation of the TDOE-required production record form for documenting meal preparation.
- D. Menu System for Reimbursable School Breakfast:** The FSMC and SFA will make all reasonable efforts to encourage participation in the School Breakfast Program (SBP) as defined in this RFP. If mutually agreed to, the SFA reserves the right to include additional breakfast delivery methods if such changes enhance participation and do not represent a material change to this contract.
- E. Meal Pattern Requirements:** Each school day, the FSMC shall make readily available to all students throughout the serving periods, designated by the SFA, the following which conforms to current regulatory requirements stated in 7 CFR Parts 210 and 220 and also required in the Richard B. Russell National School Lunch Act (NSLA) in Section 9(a)(4), 42 USC 1758(a)(4) and Section 201 of the Healthy, Hunger-Free Kids Act of 2010 amended Section 4(b) of the NSLA, 42 USC 1753(b):

School Breakfast Program Meal Pattern

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

^a Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is 1/4 cup.
^b One-quarter cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
^c Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans/peas (legumes), or "Other vegetables" subgroups, as defined in §210.10(c)(2)(iii) of this chapter.
^d At least 80 percent of grains offered weekly must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
^e There is no meat/meat alternate requirement.
^f All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored, provided that unflavored milk is offered at each meal service.
^g The average daily calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
^h Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, *trans* fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

National School Lunch Program Meal Pattern

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

^a Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is ½ cup.

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

^c Larger amounts of these vegetables may be served.

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

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

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

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

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

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

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

Snack Meal Pattern

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

Child and Adult Care Food Program Breakfast					
[Select the appropriate components for a reimbursable meal]					
Food components and food items ¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² (at-risk afterschool programs and emergency shelters)	Adult participants
Fluid Milk ³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both ⁴	¼ cup	½ cup	½ cup	½ cup	½ cup
Grains (oz. eq.) ^{5 6 7 8}	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents

Child and Adult Care Food Program Lunch and Supper					
[Select the appropriate components for a reimbursable meal]					
Food components and food items¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)	Adult participants
Fluid Milk ³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces	8 fluid ounces ⁴
Meat/meat alternates (edible portion as served):					
Lean meat, poultry, or fish	1 ounce	1 ½ ounces	2 ounces	2 ounces	2 ounces
Tofu, soy products, or alternate protein products ⁵	1 ounce	1 ½ ounces	2 ounces	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounces	2 ounces	2 ounces	2 ounces
Large egg	½	¾	1	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 Tbsp	3 Tbsp	4 Tbsp	4 Tbsp	4 Tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁶	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement:					
Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounce of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables ^{7 8}	⅛ cup	¼ cup	½ cup	½ cup	½ cup
Fruits ^{7 8}	⅛ cup	¼ cup	¼ cup	¼ cup	½ cup
Grains (oz eq) ^{9 10 11}	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents

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

F. Other Meal Pattern Requirements.

1. The quantities of food served shall be in accord with the federal meal pattern requirements for the specific age groups as found in 7 CFR Parts 210 and 220.
2. Detailed product identifications and the most current USDA Food Buying Guide shall be the basis for determining the quality and adequacy of yield.
3. All breaded meat/meat alternate products served shall meet meal pattern requirements as served and have a CN Label in order to protect the SFA against audits or over claims.
4. Written product identifications will be provided for all food purchased without CN Label to insure quantity and quality.

5. The FSMC shall supply special diets to any students as required for medical reasons when prescribed and approved in writing by a medical doctor for disabled students or by a recognized medical authority for non-disabled students. FSMC shall make substitutions in the food components of the meal pattern for disabled students whose handicap restricts their diet and those non-handicapped students who are unable to consume reimbursable meals under normal circumstances. A record of special diets planned and served because of medical or other special dietary needs must be maintained on a daily basis. FSMC substitutions shall be made on a case-by-case basis only when supported by a statement of need that includes recommended alternate foods, unless otherwise exempted.
6. Should reimbursement for a meal be denied, or a claim for loss of USDA foods is established against the SFA as a result of an audit, review, or for any other reason due to FSMC's negligence or non-compliance with federal or state requirements, the amount of the denied reimbursement (food loss, over-claim, or questioned cost) shall be subtracted from the funds due the FSMC. In the event the reimbursement is denied after the termination of the contract, the FSMC shall refund the amount of the denied reimbursement to the SFA. The FSMC will not be responsible for an over-claim due to the SFA's incorrect determination and/or classification of free and reduced-price meal eligibility.
7. The SFA should describe in written detail all arrangements related to à la carte or any extra food sales. The SFA will determine the items to be sold and the pricing of such items during the school day, if any, as special sales prior to the beginning of the contract. A written list of items will be provided by the SFA once the Contract has been awarded.
8. Should the SFA require food service for special functions (see definition), such as banquets, etc., a firm price per meal shall be negotiated and confirmed in writing with the SFA official requesting the service.
9. The planned 21-day menu cycle provided by the FSMC shall meet the requirements as shown in Appendix E. Any and all changes after the first 21 days shall be submitted in writing, along with a nutritional analysis documenting that the menus meet state and federal requirements, for approval from the SFA. All alternate menus or menu items must be approved in writing two weeks prior to serving. FSMC must plan and provide written documentation to SFA for review that all menus are reimbursable, including all promotional specialty menus planned. FSMC must document those recommendations made by individual school advisory councils are used in menu planning.
10. The FSMC shall cooperate with the SFA in promoting nutrition education as a component of the SFA's child nutrition program.
11. The FSMC shall serve free and reduced-price meals to those children approved by the SFA and shall protect the anonymity of such children.
12. The FSMC may petition the SFA for an increase in the per meal charge annually at the time of contract renewal. The amount of increase granted shall not exceed the **"Food Away From Home" South Region** series of the **Consumer Price Index (CPI)**. The percentage of increase or decrease for each contract period is determined from the CPI from March to March. Before price increases can be implemented, the FSMC must document, through cost or price analysis, the need for such price increase. The SFA must forward all documentation to TDOE for review and approval. No price increase may be implemented under this provision without prior approval of TDOE. The SFA will be allowed to propose a price decrease when the Contract is considered for renewal. The SFA will utilize the Food Away From Home series of the Consumer Price Index (CPI).
13. All contract revisions will be presented to the TDOE by the SFA. Once approved by the TDOE, the SFA and FSMC will then sign in agreement to the changes. **Additions or changes that change or negate the mandatory portions of the contract as written will automatically invalidate the contract.** Reference Termination Section Four P. Term and Termination of this document for remedy provisions.

14. Pursuant to USDA regulations, **the following responsibilities shall be retained (and cannot be delegated) by the SFA:**

- a. Signature authority on the Program Agreement and related renewal documentation, including the SFA's free and reduced-price policy statement, as contained in 7 CFR 210.16(a)(2).
- b. Signature authority on the monthly Claim for Reimbursement, as contained in 7 CFR 210.16(a)(5).
- c. Development, distribution, and collection of the parent letter and application for free and reduced-price meal benefits.
- d. Determination of eligibility for free and reduced-price meals and the conduct of any hearings related to such determinations, as contained in 7 CFR 245.
- e. Verification of applications for free and reduced-price meals.
- f. Control of the nonprofit school food service account and overall financial responsibility for the child nutrition program as set forth in 7 CFR 210.14 and the limitations on any competitive school food service as set forth in 7CFR 210.11 and 7 CFR 210.9(b)(1).
- g. Determination of all program and non-program meal prices.
- h. Title to USDA Foods.
- i. Development of the 21-day cycle menu requirements for the RFP, as well as approval of changes to the 21-day cycle menu after the first 21 days of meal service.
- j. Implement internal controls for monitoring student meal counting and claiming processes, as required under 7 CFR 210.8(a).
- k. Establishment and maintenance of an advisory board composed of parents, teachers, and students to assist in menu planning.
- l. Assurance that the maximum amount of USDA foods are received and utilized by the FSMC and accrue only to the benefit of the SFA's nonprofit school food service program, as required in 7 CFR 250.5(a) & (b).
- m. Control of the quality of food and the general nature of the child nutrition program, as required by 7 CFR 210.16(a)(4).
- n. Responsibility for all child nutrition program contractual agreements, excluding USDA food processing agreement(s).
- o. Ensuring resolution of program reviews and audit findings.
- p. Conduct required annual on-site and SFA-level reviews of FSMC operations.
- q. Inputting claims and financial information into the Tennessee Meals, Accounting and Claiming (TMAC) or other electronic reporting process, as designated by TDOE.

- r. Responsibility for cleaning of all ducts and hoods above the filter line as needed. Detachable filters will be cleaned weekly or as needed.
 - s. Pest control services in the cafeteria and kitchen areas, as specified in the SFA Food Safety/HACCP Plan.
 - t. Office facilities to include the location of office, equipment, furniture, and any miscellaneous supplies.
 - u. Fees for Retail Food Service Establishment Permits issued by the Tennessee Department of Health and Environmental Control.
 - v. Responsible for cleaning grease traps.
15. Any silence, absence, inconsistency, or omission from contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of quality that would normally be specified by the SFA are to be used.
16. Revenue can be used only for the SFA's nonprofit child nutrition program and cannot accrue to the FSMC. All revenue and expenses which are charged to an SFA must flow through the SFA's chart of accounts. FSMC expenses which are not billed to the SFA cannot be recorded as expenses to the food service account.
17. In the event of a conflict between or among any of the terms of the RFP/contract documents, such conflicts shall be resolved by referring to the documents in the following order of priority: (1) the RFP issued by the SFA and (2) the response submitted by the offeror.
18. The FSMC shall demonstrate to the satisfaction of the SFA that appropriate labor cost segmentation is being practiced to prevent duplicate billing of labor that may be used in special events outside of the scope of services covered by agreement.

SECTION FOUR – Terms and Conditions

A. Scope and Purpose

1. The duration of the contract shall be for a period of up to one year, beginning on July 1, 2023, and ending on June 30, 2024, with a maximum of four (4) one-year renewals contingent upon mutual agreement between the SFA and FSMC.
2. The FSMC shall manage the SFA's food service program for the benefit of the SFA's students, faculty, staff, and guests. The FSMC shall provide food service in accordance with: all federal regulations found in 2 CFR Parts 200 and 400 and 7 CFR Parts 210, 220, 245, and 250; guidance, instructions, and policy memorandum issued by the United States Department of Agriculture, Food and Nutrition Service; United States Office of Management and Budget Circulars for Federal Grants; State Board of Education Regulations R.43-168 and R.43-169; and policies of the TDOE. The SFA, TDOE, and USDA shall have unlimited access, with or without notice to the FSMC, to all premises used by the FSMC.
3. The FSMC shall provide breakfast, lunch, and after-school snacks as specified in Appendix A for approximately 180 serving days. The FSMC may also be asked to provide lunch, breakfast and/or snacks if the SFA participates in the SFSP or the SSO and certain catering services.
4. The SFA may add or remove sites and/or meal periods for existing programs from Appendix A at any time during the period of the contract unless the addition or removal of sites and/or meal periods creates a material change to the contract. The distinction between a minor change and a material change cannot be quantified for every action undertaken in the Child Nutrition Program(s). However, at a minimum, a change is deemed material when had the term changes been included in the solicitation and original Contract, the district determines Offeror may have responded differently to the RFP and if it exceeds the allowed Simplified Acquisition Threshold applicable to the Districts operations or changes the scope of the original Contract.
5. The SFA reserves the right to maintain present food and beverage vending machines in its facilities.
6. The SFA shall be legally responsible for the SFA's nonprofit school food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations described in Paragraph A (2). The SFA shall conduct regular performance, accountability, and other reviews as required by state and federal regulations and guidelines, as well as periodic on-site visits to include inspection of meals, food preparation, storage and service areas, and sanitation and safety practices. Such reviews shall be documented by the SFA and maintained on file for inspection by TDOE.
7. The FSMC, as an independent contractor, shall have exclusive right to provide food services for the schools designated by the SFA in this RFP (Appendix A) for the following programs: National School Lunch Program, SBP, After School Snack Program, CACFP, Commodities, SFSP, Adult Meals, SSO, A la Carte and Catering as applicable and as determined each year by the SFA & FSMC.
8. The FSMC shall be an independent contractor and not an employee of the SFA. Employees of the FSMC are not employees of the SFA. The SFA employs one individual, listed in Appendix C, in performance of food service operations.
9. All income accruing as a result of payments by children and adults, federal and state reimbursements,

and all other income from sources such as donations, special functions, à la carte sales, contract meals, proceeds from the sale of food service equipment, interest payments, and other sources related to the child nutrition program shall be deposited in the SFA's nonprofit school food service account. **Any profit or guaranteed return shall remain in the SFA's nonprofit school food service account.**

10. The SFA shall retain control of the SFA's nonprofit school food service account and shall assume overall financial responsibility for the program.
11. Authorized representatives of the SFA, the SA, and USDA shall have the right to conduct unannounced, on-site reviews of the child nutrition program operation, including the inspection of all records and supporting documentation associated with the food service program.
12. The SFA and FSMC agree that this contract is neither a *cost plus percentage of income* nor a *cost plus a percentage of cost* contract as required under the USDA Regulations 7 CFR 210.16(c) and 7 CFR 3016.

B. Signature and Approval Authority

1. The SFA shall retain signature authority for the Program Agreement, free and reduced-price policy statement, and monthly claim for reimbursement.
2. The preparation of the annual application for federal/state funds and the agreement with the TDOE, for operation of the National School Lunch, Breakfast, After School Snack Programs, SSO, Summer Food Service Program, and FFVP shall be the responsibility of the SFA. The application and agreement for federal/state funds, as approved by the TDOE, shall become part of the contract.
3. The preparation of the application to receive USDA Foods shall be the responsibility of the SFA. The agreement signed between the USDA and the SFA to receive USDA Foods shall become part of the contract.

C. Free and Reduced-Price Meals

1. Approval of Free/Reduced-Price Meal Applications shall be the responsibility of the SFA. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by USDA.
2. The FSMC shall implement an accurate point-of-service count using the counting system submitted by the SFA in its Program Agreement. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students.
3. The SFA shall monitor the FSMC through periodic on-site visits to ensure that the program is in conformance with all federal, state, and local regulations, laws, and procedures. In addition, the SFA will conduct an on-site review of the counting and claiming system no later than February 1 of each year, as required by 7 CFR 210.8.

D. USDA Foods

1. The record of purchased and USDA foods used shall be maintained in the format prescribed by the TDOE.
2. The FSMC must utilize the maximum amount of USDA foods to the benefit of the SFA's nonprofit food

service program. The value of USDA foods will be deducted from the FSMC's monthly bill (or otherwise passed through to the SFAs nonprofit school food service account monthly). The FSMC must coordinate with the SFA to respond to USDA food orders on a timely basis, to take full advantage of the USDA foods offered including Trade Mitigation and Bonus Food offerings if any.

3. The FSMC shall be responsible for all delivery, freight/handling, storage, and warehousing cost associated with USDA foods. The FSMC will comply with the storage and inventory requirements for donated foods.
4. SFA shall retain title to USDA Foods.
5. The FSMC shall claim and give the SFA's nonprofit school food service account credit for any rebates, bonuses, promotions, and all other purchasing incentives received in the processing of USDA Foods if applicable.
6. The SFA must ensure that, in crediting it for the value of USDA Foods, the FSMC uses the USDA Food values determined by Commodity Distribution Office of the Tennessee Department of Agriculture, in accordance with 7 CFR 250.58(e).
7. The FSMC shall use the USDA Food values listed in the annual price list issued by the Tennessee Department of Agriculture, including the value of USDA Bonus Foods 7 CFR 250.51(c).
8. Any USDA foods received by the SFA and made available to the FSMC shall be utilized solely for the purpose of providing benefits for the SFA's nonprofit child nutrition program and will not be used for any special functions (i.e. catering, etc.) conducted outside of the nonprofit school foods service activities. USDA foods are considered "received" when the foods arrive at the school kitchen in either raw form or in processed end products. The title to USDA foods must remain with the SFA. The SFA shall assure the maximum amount of USDA foods are received and utilized by the FSMC. The FSMC shall use USDA foods in the preparation of meals and other food served to students. The FSMC will use all donated beef and pork products, and all processed end products, in the recipient agency's food service.
9. The FSMC shall manage the donated food to ensure they are used only for the SFA's child nutrition program. Funds are expended to purchase food to be used in the food service program, or those commercial substitutes of the same generic identity, of U.S. origin, and of equal or better quality are used in their place (with the exception that donated ground beef, ground pork, and all processed end products must be used without substitution). When commercial substitutes are used in place of donated foods, the FSMC may then use the donated foods without restriction.
10. The FSMC must credit the SFA for the value of all donated foods funds received for use in the child nutrition program in the school year, whether the donated foods are used in that year or not as required in 250.51(a). The value of the USDA foods is based on the value of the product at the point the SFA receives the USDA foods at each site and on USDA prices pertinent to that time period. USDA food received by the FSMC must be credited to the SFA no later than the month following the use of said foods. FSMC will provide a detailed description of how the FSMC will document and credit the SFA monthly and annually (at the end of the fiscal/school year) for the value of all USDA Foods received for use in the SFA's Child Nutrition Program. The value of the Food will be determined by the Commodity Distribution Office of the Tennessee Department of Agriculture. The SFA must also ensure that 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. The liability for the proper use of the USDA foods shall be the responsibility of the FSMC. The FSMC must meet the requirements that ensure safe storage of donated foods in 250.14(a). In accordance with 210.13(a), the SFA must ensure that food storage, preparation, and service comply with the sanitation and health standards established under state laws and regulations.

The FSMC may maintain separate storage, inventory, and control of USDA foods. Or, the FSMC may commingle donated foods with other foods purchased for the child nutrition program, in a single inventory management system in accordance with 250.52(b) and 250.59 (c). Since it is difficult to distinguish donated foods from other foods in a commingled inventory, the SFA must ensure the FSMC has properly credited it for the value of all donated foods, irrespective of the actual use of the foods (250.51(a)). Additionally, under cost-reimbursable contracts, food service management company must ensure that its system of inventory management does not result in the recipient agency being charged for donated foods.

12. In consultation with the FSMC, the SFA shall reserve the right to divert USDA-donated foods for processing to only those processors that have approved USDA processing agreements for authorized end products that are included on a current Summary End Product Data Schedule (SEPDS). If an end product is normally available for purchase by the FSMC under the FSMC's regular competitive procurement process, no further procurement action is required. If an end product is not available for purchase by the FSMC under the FSMC's regular competitive procurement process, the end product shall be acquired by the FSMC through the use of a competitive procurement process. The SFA shall ultimately be responsible for compliance with all state and federal requirements. Although the FSMC may procure processed end products on behalf of the recipient agency, it may not itself enter into the processing agreement with the processor. The FSMC shall not enter into subcontracts for further processing of USDA foods.
13. The FSMC is not required to credit the SFA for the value of donated foods in end products that the SFA procures from the processor and provides to the FSMC for use in the child nutrition program. The processor must credit the SFA for the donated food value in end products procured by the SFA, in accordance with processing requirements in Subpart C of Part 250. The SFA must ensure that the FSMC uses such end products in the child nutrition program in accordance with 250.51(d).
14. The FSMC shall give the SFA, USDA, and TDOE access to the USDA foods storage areas for inspection. The FSMC shall have records available to substantiate that the full value of all USDA foods is used solely for the benefit of the SFA. The SFA, USDA, and TDOE may conduct reviews of FSMC operations, as necessary, to ensure compliance with the requirements of this part with respect to the use and management of donated foods.
15. The SFA may not refund any credit to the FSMC for the value of any donated foods that remain unused when a contract terminates and is not extended or renewed. The FSMC must credit the SFA for the value of donated foods carried over from a previous contract if the value of such foods has not already accrued to the child nutrition program (i.e. if the value was not credited to the SFA by the previous FSMC). The "successor" FSMC must ensure use of such donated foods in the SFA's child nutrition program but will not have to credit the SFA for the value of such donated foods, as that value would have already accrued to the child nutrition program.
16. The recipient agency must ensure that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's meal service in a school year or fiscal year, as applicable per 7 CFR 250.52(c.). In addition, there must be an annual inventory reconciliation to include the last year of the agreement if it has been extended.

17. The value used to credit the SFA for such donated foods must be the value determined in accordance with 7 CFR 250.51(c). However, the FSMC is not required to credit the SFA for the value of such donated foods that are determined to be out-of-condition, and the SFA must ensure that such out-of-condition foods are not used in the child nutrition program.
18. When the contract terminates, and is not extended or renewed, the FSMC must return unused donated ground beef, ground pork, and processed end products and must return other unused donated foods to the SFA at the discretion of the SFA. The SFA must ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's meal service in a school year or fiscal year, as applicable.
19. The recipient agency must maintain records of donated foods and processed end products received and provided to the FSMC for use in the recipient agency's food service. The recipient agency must also maintain record of actual donated food values used in crediting. The FSMC will maintain records to document its compliance with requirements relating to donated foods in accordance with 250.54(b).
20. The recipient agency must ensure that the food FSMC is in compliance with the requirements of this part through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226, as applicable. The recipient agency must also conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's food service in the school or fiscal year, including, in accordance with the requirements in 250.51 (a), the value of donated foods contained in processed end products.
21. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.
22. The FSMC must maintain the following records relating to the use of donated foods in its contract with the recipient agency. The donated foods and process end products received from, or on behalf of, the recipient agency, for use in the recipient agency's food service. Documentation that it has credited the recipient agency for the value of all donated foods received for use in the recipient agency's food service in the school or fiscal year, including, in accordance with the requirements in 250.51(a), the value of donated foods contained in processed end products. Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable.

E. Child Nutrition Program Operations

1. The FSMC, as agent for the SFA, shall serve, on such days and at such times as requested by the SFA:
 - (a) Meals, priced as a unit, which meet the meal pattern requirements prescribed by federal and state guidelines. The SFA and FSMC will actively promote maximum participation in the National School Lunch and Breakfast Programs.
 - (b) Such other food as may be agreed upon by FSMC and SFA. In order to offer à la carte food service, all eligible children must be offered free, reduced-price, and full-price reimbursable meals. À la carte offerings will comply with applicable federal and state regulations.
2. For the first 21 days of meal service, FSMC shall adhere to the 21-day cycle menu provided in the RFP and developed in accordance with the provisions of 210.10 or 210.10 (a). Thereafter, changes in the menu may be made with the approval of the SFA.
3. The FSMC shall make recommendations to the SFA regarding the child nutrition program and the prices to be charged for meals and other food; however, the SFA will retain control over the quality, extent, and

general nature of its child nutrition program and shall have the right and responsibility to make the final decisions regarding such matters.

4. The FSMC shall cooperate with the SFA in promoting nutrition education in the school cafeteria and in the SFA's efforts to link nutrition education in the classroom with healthful foods, including fresh fruits and vegetables, offered in the school cafeteria. The FSMC shall promote nutrition education aspects of the SFAs child nutrition program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction and federal, state, and local programs. The FSMC shall further promote the nutritional aspects of the child nutrition program by the types of foods they serve as part of the program meals as well as à la carte sales.
5. The FSMC shall supply foods required for students for when special diets have been prescribed by a medical doctor or other recognized medical authority. The FSMC shall seek assistance from a registered dietitian to translate the diet prescription into actual foods to be available.
6. The FSMC shall cooperate with the SFA in the utilization of an advisory board composed of students, parents, teachers, other school personnel, and a FSMC representative to assist in planning meals and promoting participation. The FSMC shall meet with the advisory board at least quarterly and will document the proceedings and outcomes of the meetings.
7. The SFA may request the FSMC to provide additional food service; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage in conjunction with other school events. For any services provided by the FSMC outside of the normal scope of this agreement, the FSMC will follow all applicable rules and regulations and maintain adequate records to meet the requirements of said program(s).
8. Upon the SFA's request, the FSMC shall provide catered food service events at times and prices mutually agreed upon by the SFA and FSMC. Catered events will include any meal function that is not associated with the SFA's nonprofit child nutrition program such as banquets, luncheons, breakfasts, or other special meal functions. At the time the catered event is requested, a firm price per meal shall be confirmed in writing.
9. The FSMC shall not be reimbursed for any meals which are spoiled or unwholesome at the time of service, that do not meet the specifications developed by the SFA, or that do not otherwise meet the requirements of this contract provided, however, that no deduction shall be made unless the SFA shall give the FSMC written notification within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which the SFA intends to deduct payment, and setting forth the reasons for the deductions. In addition, meals dropped by the students shall be replaced at no cost to the students.
10. The SFA must make potable water available to children in schools at no charge in all schools or places where reimbursable lunch meals are served during the meal service. In addition, water must be available in the afterschool snack program, and an effort should be made to provide drinking water during field trips with reimbursable bag lunches. However, availability of drinking water is not required at breakfast.
11. The SFA will maintain applicable health certification and assure that all State and local regulations are being met by FSMC preparing or serving meals at a school food authority facility.

F. Facilities, Equipment and Inventory

1. The SFA shall make available to the FSMC suitable food service facilities, completely equipped and

ready to operate, together with such utilities as heat, fuel, refrigeration, and other utilities as may be reasonably required for the FSMC for the efficient performance of this contract. The FSMC agrees to utilize the SFA-owned equipment and facilities in good and proper manner and shall keep the same in a state of cleanliness to assure strict compliance with health regulations and food safety/HACCP plans.

2. All non-expendable equipment shall be purchased by the SFA. The SFA shall have full access to the food service facilities at all times. Principals or other SFA officials will inform the FSMC prior to use of the facilities during any serving periods. The FSMC shall not use SFA facilities or equipment for preparation of food to be served at any other function unless approved by the SFA.
3. The SFA shall furnish building maintenance services for the food service facilities and shall promptly make all equipment repairs and replacements and shall be responsible for compliance with all federal, state, and local safety and health laws and regulations with respect to the food service facilities. Repairs to expendable and non-expendable equipment or physical facilities due to the negligence of the FSMC, its employees, or its agents shall be the sole responsibility and expense of the FSMC.
4. The preparation of food off the SFA premises for service to students in the SFA shall be prohibited without prior approval in writing by the SFA. Should such approval be acquired, the FSMC shall have state and local environmental health inspection and certification for any facility outside the district in which it shall prepare meals for use in the SFA and shall maintain such health certification for the duration of this contract.
5. The SFA shall provide and maintain an adequate inventory of service wares, small expendable equipment, and cash registers. All service wares and small expendable equipment and cash registers shall remain the property of the SFA.
6. All fixtures added by the FSMC during the term of the contract will become the property of the SFA. Fixtures for the purpose of this contract include goods that have become so related to the real estate that an interest in them arises under real estate law (examples include but are not limited to counters, islands, stove, ovens, sinks, or service stations which cannot be removed without damaging the floor).
7. The SFA shall retain the right to rent any SFA-owned food service facility to outside groups during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities are agreed upon by the FSMC and SFA, the SFA may require that a member(s) of the food service staff, designated by the on-site manager, be on the premises. The SFA budget will be reimbursed for related personnel costs associated with the rental. The FSMC shall not be liable for any injury and/or damage caused by an outside group during such use.
8. At the time of contract signing, the SFA and FSMC shall jointly inventory all equipment, USDA foods, food, and non-food related supplies to be utilized in the SFA's nonprofit child nutrition program (Appendix K). A summary of such inventory shall become part of the contract. The SFA represents and warrants that all SFA food and supplies inventories, including USDA foods, existing at the commencement of operations hereunder are usable and shall meet the FSMC's menu requirements. In addition, at the commencement of operations, the FSMC and SFA shall mutually agree on the usability of such existing inventory and shall make an appropriate adjustment, if necessary, to the value of such existing inventory with the exception of the USDA foods. It is understood that all usable food, supplies and USDA Foods on the SFA's premises are the property of the SFA and not on loan from the selected FSMC. The selected FSMC shall never remove any usable food, supplies, or USDA Foods from SFA premises, regardless of ownership, without prior authorization from SFA. Supplies include, but are not limited to the following: manuals of any kind, menus, small wares, equipment, office supplies of any kind, furniture, and records of any kind.

9. The following provisions will apply to Selected FSMC acquisition of equipment, marketing materials, or other supplies for the food service program:
- a. The Selected FSMC will purchase equipment, marketing materials, or other supplies for the food service program in an amount not to exceed \$100,000. The selected FSMC shall be subject to the same procurement requirements to which the SFA is subject in any procurement action. The Selected FSMC may not serve as a vendor or supplier when procuring on behalf of the SFA's food service. The SFA shall reimburse the Selected FSMC its actual costs, net of all discounts, rebates, and other applicable credits accruing to or received by the Selected FSMC or any assignee under the contract when the equipment, marketing materials, or other supplies were purchased, which shall be charged to the SFA as an operating expense of the food service program. Any such purchases shall be free of Selected FSMC logos; only manufacture logos are acceptable. Ownership of the equipment, marketing materials, or other supplies will vest in the SFA upon full and final payment to the Selected FSMC. Upon such payment, the Selected FSMC shall deliver a bill of sale evidencing transfer of title of the equipment to SFA. SFA and State Agency shall have final, prior approval authority for the purchase of Equipment that is used in storage, preparation, and delivery of school meals.
 - b. If the Awarded Contract expires or is terminated prior to the complete repayment of the equipment, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of terminations under the awarded contract (*select one*)
 - Reimburse the Selected FSMC the unpaid portion of the equipment
 - OR
 - Deliver and return ownership of the equipment or other items to the Selected FSMC.
 - OR
 - Lease purchase the equipment of other items funded by the Selected FSMC and continue to pay the Selected FSMC a monthly payment in the amount invoiced when the equipment was purchased until the balance is repaid. In this event, the SFA's obligation under the Lease Purchase Agreement with the Selected FSMC shall be subject to the SFA's ratification of the rental agreement for each ensuing fiscal year.

G. Regulatory Compliance

1. The FSMC and SFA mutually agree to comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 USC 7401-7671q), the Federal Water Pollution Control Act, as amended (33 USC 1251-1387), Executive Order 117389, Section 6002 of the Solid Waste Disposal Act (42 USC 82) as further specified by 2 CFR 200.322, and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
2. In accordance with the requirements contained in 2 CFR 200.213 and 7 CFR 3017.300, the FSMC certifies, by submission of this Proposal and subsequent Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. The FSMC shall notify SFA during the term of the contract and any subsequent renewal periods if the status changes for the FSMC. Pursuant to Executive Orders 12549 and 12689, a Contract Award (see 2 CFR 180.220) must not be made to parties listed on the Government Excluded Parties List System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189)

and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

3. The FSMC agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
4. If funds from the non-profit School Food Service account are used to develop programs or materials, those programs and materials cannot be proprietary. To be clear, items developed with these funds cannot become part of the FSMC’s property. Rights to Invention Made Under a contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter in to a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental or research work under that “funding agreement”, the recipient or sub-recipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, contracts and Cooperative Agreement,” and any implementing regulations issued by the awarding agency.
5. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40. U.S.C. 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate not less than 1½ times the base rate of pay for all hours worked in excess of 40 hours in any workweek.
6. The FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in United States Department of Labor regulations, 41 CFR Part 60.
7. USDA Regulation 7 CFR Part 16, Equal Opportunity for religious Organizations, implements executive branch policy, that within the framework of constitutional church-state guidelines, religiously affiliated (or “faith-base”) organizations should be able to compete on an equal footing with other organizations for USDA assistance.
8. The FSMC shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15(a), and 15(b); the Americans with Disabilities Act; and USDA FNS Instruction 113-6, “Civil Rights Compliance and Enforcement in School Nutrition Programs”.
9. The FSMC shall comply with the “Buy American” provision for contracts that involve the purchase of food as per 2 CFR 210.21(d) and 7 CFR Part 250. The Buy American provision requirements as stated in section 104(d) of the William F. Goodling Child Nutrition Authorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring SFAs to purchase, to the maximum extent practicable, domestic commodities or products.
 - a) FSMC shall purchase, to the maximum extent practicable, domestic Commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in U.S. substantially using agricultural Commodities produced in the U.S.

- b) FSMC shall certify the percentage of U.S. content in the products supplied to SFA.
- c) SFA reserves the right to review FSMC purchase records to ensure compliance with the Buy American provision.

10. The FSMC shall comply with the provisions of the Consumer Product Safety Act.
11. The FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented by Department of Labor regulations (29 CFR Part 3).
12. The FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 286a-7) as supplemented by the Department of Labor regulations (29 CFR Part 5).
13. The FSMC shall complete and sign the *Certification of Independent Price Determination* form, *Certification Regarding Drug-free Workplace, Non-Collusion Affidavit*, and *Disclosure of Lobbying Activities* form and shall include these documents as part of the agreement. (See Attachments N and O.)
14. The FSMC shall abide by all applicable state and federal laws when providing services under this contract.
15. The FSMC shall comply with all federal, state, and local health and safety laws and regulations. The FSMC must utilize the existing SFA Food Safety Plan to include HACCP (Hazard Analysis Critical Control Point) or implement a food safety plan approved by the SFA.
16. In accordance with the requirements contained in 2 CFR 200.213 and 7 CFR 3017.300, the FSMC certifies, by submission of this proposal and subsequent contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

The FSMC shall notify SFA during the term of the contract and any subsequent renewal periods if the status changes for the FSMC. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government Excluded Parties List Systems in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

17. Pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), contractors that apply or propose for an award of \$100,000 or more must file the required certification contained in Attachment O of the RFP. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
18. The FSMC agrees to comply with Program Regulations in accordance with 7 CFR 210, 215, 220, 225, 245, 250 and all FNS guidance.
19. The selected FSMC shall comply with 2 CFR 200.321, Contracting with small and minority businesses,

women's business enterprises, and labor surplus area firms. Compliance with this regulation requires the selected FSMC and SFA to do with following when contracting:

The selected FSMC and SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus area firms are used when possible.

Affirmative steps must include:

- I. Placing qualified small and minority businesses and women's business enterprise on solicitation list;
- II. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- III. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- V. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- VI. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- VII. The selected FSMC and SFA agree to comply.

H. Allowable Cost

1. Allowable cost will be paid from the nonprofit school food account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to SFA.
When submitting costs to the SFA for payment, FSMC must either:
 - a. Identify the amount of the 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 food service account); or
 - b. Exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment. With this option, records management processes must be established that maintain the visibility and transparency of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification.
2. 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.
3. SFA must receive the full value of all USDA Foods, i.e., credits or reductions of FSMC costs.
4. FSMC must individually identify the amount and nature of each discount, rebate and other applicable credit on bills and invoices presented to SFA for payment. SFA will require FSMC to report this information monthly. 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.
5. FSMC must maintain documentation of costs, discounts, rebates, and other applicable credits, and must furnish such documentation upon request to SFA, State Agency, or USDA.
6. No expenditure may be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of FSMC's actual net allowable costs.

7. The SFA must conduct extensive independent monitoring of the cost incurred under the contract for compliance with the cost principles in 2 CFR 200.400. Contract performance monitoring must prioritize the return of discounts, rebates, and credits for commercially purchased products and services, and credit for the value of USDA Foods received. SFAs are required to ensure all cost paid from the nonprofit food service account are allowable and net of discounts, rebates, and credits. SFAs must produce documentation to support their efforts to ensure compliance.

I. Records and Record-keeping

1. The FSMC shall maintain such records as the SFA will need to support its claim for reimbursement of the daily number of meals served by category. The FSMC will maintain all additional records and reports required under the National School Lunch Program, SBP, After School Snack Program, SSO, Summer Food Service Program, and the FFVP (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA within ten (10) days following the end of each month of operation.
2. The FSMC must retain revenue records broken down by source, type and category of meal or food service (à la carte sales, reduced-price, and full-price meals, snacks and vending machine sales, etc.) as required by the National School Lunch Program and its related initiatives. All such records shall be kept on file for three (3) years after the end of the school year to which they pertain. However, in the event of any unresolved audit findings, the records shall be retained beyond the three-year period for as long as required for resolution of the issues raised by the audit.
3. All records of the FSMC pertaining to the SFA's child nutrition program shall be made available to representatives of the SFA, the TDOE, USDA, the U.S. Comptroller General, of the U.S. General Accounting Office, upon request, at FSMC's offices during regular business hours. The FSMC shall not remove federally required records from SFA premises upon contract termination.
4. The SFA and FSMC must provide all documents as necessary for the independent auditor to conduct the SFAs single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA.
5. The SFA and FSMC shall mutually agree upon a paper, scanner, and/or electronic storage protocol for all records that ensures accessibility and integrity of the contents. This protocol shall also specify ownership, as well as responsibilities for licensing fees and maintenance of any equipment, software, and/or supplies.

J. Personnel

1. The FSMC shall employ an on-site, full-time food service management professional and/or a staff of management and operational employees assigned to duty on the SFA premises for efficient management and operation of the SFA's food service program. Salary, benefit and tax allocations must be provided in the RFP. The SFA shall have final approval regarding the employment of the FSMC's site manager. The SFA shall furnish an office and any standard office equipment to support the child nutrition program.
2. All FSMC personnel will be subject to rules and regulations of the SFA while on the SFA's premises.
3. The FSMC will be responsible for hiring, training, onboarding, and compensating all employees, with

the exception of the employee listed in Appendix C, who will remain the only SFA employee until the time at which she chooses to terminate employment with the SFA. Salary and benefits are at the discretion of the FSMC. In addition, all hiring decisions shall be made in consideration of USDA Professional Development Guidelines. The FSMC shall employ sufficient staff to complete all non-delegable duties as an expense to the SFA's nonprofit child nutrition program budget.

4. The FSMC shall be responsible for supervising personnel, including SFA-employed supervisory and non-supervisory food service employees, provided, however, the SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, termination, promotion, discipline, levels of compensation, and work duties. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, including the site manager. The FSMC shall also be responsible for the hiring and termination of non-supervisory staff that are employees of the FSMC.
5. The FSMC shall be responsible for training all personnel. All FSMC personnel assigned to the child nutrition program in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria use. Other appropriate training shall be provided to conduct the effective and efficient operations of each site's food service program, to include conformity with USDA Professional Development guidelines. The FSMC shall compensate employees for time spent in required in-service training and/or monthly meetings. A minimum of ten (10) hours of training must be provided and documented for all FSMC employees on a yearly basis, unless a higher minimum is required by USDA Professional Development guidelines.
6. The SFA shall maintain accurate, timely, and detailed records of personnel and other payroll costs for employees assigned to the food service program and shall grant FSMC access, during regular business hours, to such books and records except as protected by state law.
7. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 USC 327-330), as supplemented by United States Department of Labor regulations (29 CFR, Part 5). In addition, the FSMC shall comply with all provisions of any other applicable federal, state, or local law or regulation with respect to its personnel providing services hereunder.
8. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by labor regulations (41 CFR Part 60). Neither the SFA nor the FSMC shall discriminate because of race, color, sex, age, national origin, or disability as defined and prohibited by applicable law in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning employees assigned to duty in the SFA's food service program.

The FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws. The FSMC shall retain present SFA employees without a reduction in salary, hours worked, or benefits.

9. The FSMC shall comply with provisions of the Fair Labor Standards Act, provisions of the Occupational Safety and Health Act, and the standards and regulations issued thereafter. The FSMC shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. The FSMC shall employ a substitute food service employee when an employee is absent to manage the flow of work and prevent violations of existing labor laws.
10. The FSMC shall provide workers' compensation coverage for its employees.

11. The SFA may request in writing the removal, transfer, or reassignment of an employee of the FSMC who conducts himself or herself in a manner that is detrimental to the physical, mental, or moral well-being of students or school personnel. The FSMC shall immediately restructure staff in order to avoid a disruption of service. The SFA and FSMC acknowledge that any action taken pursuant to this provision shall conform to applicable employment laws, rules, and regulations. The SFA shall not be liable for the personnel actions of the FSMC.
12. Both the SFA and the FSMC shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job regarding employees on its respective payroll. Each party shall withhold all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs and shall file all required documents and forms.
13. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the RFP. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
14. The FSMC shall require all of its employees assigned to duty on the SFA's premises to submit to periodic health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to the SFA upon request. The cost of such examinations shall be a direct cost. The FSMC shall test its employees for drugs and alcohol in accordance with the SFA's Drug Free Workplace Policy. The FSMC will not place in any SFA-owned site any employee of the FSMC who has tested positive for controlled substances.
15. The FSMC must conduct criminal background checks on any employee of the FSMC who will work at any SFA site. The background checks must extend back at least 10 years. If the individuals have lived outside of Tennessee during the last 10 years, the criminal record checks shall be extended to include each county/state the person has lived in for the last 10 years. All criminal background checks must be provided to the SFA upon request. In determining whether to hire or place a FSMC employee in any SFA-owned site who has been convicted of, pled guilty or no contest to, or received a prayer for judgment continued for any felony or for any misdemeanor involving drugs, crimes of moral turpitude, or violent behavior of any kind, the FSMC, in mutual agreement with the SFA and in compliance with EEOC standards, shall take into account the nature of the circumstances surrounding any questionable incident, as well as the time passed since such incident occurred. Such incident may not be an absolute bar to employment.

K. Procurement

1. The FSMC shall be responsible for purchasing all food and related supplies, and they shall be used solely in the SFA's nonprofit child nutrition program. The specifications including grade, purchase unit, style, weight, ingredients, formulations, etc. shall conform to the Minimum Food Specifications found in Appendix H.
2. The FSMC must follow the procurement regulations as described in 2 CFR Part 200.
3. The SFA shall adhere to the procurement standards in 2 CFR Part 200 when contracting with the FSMC and ensure that the food service operation is in compliance with the SFA's agreement under the program.
4. The FSMC shall not assign or subcontract in whole or in part its rights or obligations under any contract resulting from response to this RFP without prior written consent of the SFA. Any attempted assignment without said consent shall be void and of no effect.

5. If the effective dates of any procurement contract that should be signed as a result of this RFP extend beyond the current state or federal fiscal year, the contract will be conditional upon the availability and receipt of federal, state, and/or local funds.
6. All procurement records and supporting documentation shall remain on the premises and shall be made available to representatives of the SFA, the TDOE, the State Attorney General, the USDA, and the U.S. Comptroller General of the U.S. General Accounting Office, upon request. In the event of termination of the contract prior to the expiration of the records retention period specified in this RFP, copies of the procurement records supporting documentation shall be provided to the SFA.

L. Accounting Practices, Revenues, and Receipts

1. All federal and state reimbursements and cash receipts shall be utilized solely in the SFA's nonprofit child nutrition program or for the improvement of such child nutrition program. All cash receipts shall be turned over to the SFA for deposit in the SFA's nonprofit food service account. The SFA represents and warrants that all financial and operating information provided by the SFA to the FSMC is true, complete, and correct and presents fairly and accurately all items of revenue and expense of the SFA's nonprofit child nutrition program managed by the FSMC.
2. All books and records relating to the child nutrition program operation shall be made available, as required by state and federal regulations, for inspection and audit by the SFA, state, or federal auditors.
3. In accordance with 7 CFR 250.51(a) and (b), the FSMC must credit the SFA for the value of all USDA-donated foods received for use in the SFA's meal service in the school year, or at least an annual basis, through invoice reductions, refunds, discounts, or other means in accordance with 7 CFR 250.51(b).
4. The FSMC will submit to the SFA an invoice for the SFA's financial obligation for each accounting period. All invoices for services shall be paid within thirty (30) calendar days after the end of each accounting period. The invoices shall display over all services performed for the previous calendar month. Within thirty (30) calendar days following the end of the current year, the FSMC shall submit to the SFA an operating statement for the current year and shall pay to the SFA the amount, if any, due or shall submit an invoice to the SFA.
5. All invoices presented for payment that are not paid within thirty (30) calendar days of the date of the invoice shall be subject to a late fee with terms outlined in the contract. Any late fees or other penalties must be paid from the SFA's General Fund. Payment of late fees or other penalties from the SFA's nonprofit school food service account is not allowable.

M. Guarantees

1. The FSMC guarantees revenues in excess of expenditures to the SFA. The FSMC will guarantee an annual surplus (the "FSMC Surplus Guarantee") in the amount of \$75,000 in the nonprofit school food service account at the beginning of each school year (July 1) to provide for the SFA to replace non-expendable and expendable equipment. **Proposals with surplus guarantees in excess of the amount stated herein will not be considered.** The amount of the FSMC Surplus Guarantee shall remain in the nonprofit SFS account. This Surplus Guarantee amount shall be mutually agreed upon by both the SFA and the FSMC each additional one-year contract period.
2. All expenditures as stated in this RFP and/or outlined in the Cost Responsibility Detail Sheet (Appendix

J) will be considered a direct expense to the program budget and included in the revenues in excess of expenditures statement for purposes of determining guaranteed results.

3. All information relating to the SFA's nonprofit SFS account, child nutrition program budget, revenues, expenses, and scope of operations included in this RFP is provided for FSMC planning purposes. The SFA and FSMC acknowledge that this information and related operational conditions are subject to change for future years based on enrollment, participation, the SFA's financial condition, NSLP guidelines, and market conditions. The SFA and FSMC acknowledge that the FSMC Surplus Guarantee is predicated on the accuracy and currency of the information contained herein. When calculating the guarantee, FSMCs should consider the potential for up to eight weather/illness days not reflected in the school calendar. Meals would not be served on those days. If there are any unforeseen changes in future operational conditions that result in a material change that adversely affects the performance of the contract, the SFA and FSMC shall negotiate a mutual agreement to adjust said items/amounts in accordance with the provisions contained in this agreement. If a mutual agreement cannot be reached, then either party may take action consistent with Section P (Term and Termination), Paragraph 7 of this agreement.

N. Licenses, Fees and Taxes

1. Unless otherwise specified herein, the FSMC shall obtain and post all federal, state, and local licenses, permits, and other documents required by federal, state, or local law to operate a nonprofit child nutrition program.
2. The FSMC shall be responsible for all sales, use, and excise taxes, as well as all other state and local taxes attributable to the SFA's nonprofit child nutrition program. The cost of all such licenses, permits, and taxes shall be charged as direct costs to the SFA.

O. Insurance

1. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth in this contract provided by insurance companies authorized to do business in the State of Tennessee. The FSMC may utilize a combination of primary and excess coverages to meet minimum limits referenced herein. However, if excess coverage is used, the FSMC acknowledges its due diligence responsibility regarding the coordination of insurers and policies to ensure there are no limitations or exclusions in coverage.
2. The FSMC shall have in effect during all times under this contract, comprehensive general liability insurance, including products and completed operations liability, contractual liability, independent contractor's liability, and personal injury coverage. Minimum coverage shall be \$1,000,000 per occurrence.
3. The FSMC agrees to provide automobile liability insurance covering all owned, hired, and non-owned vehicles used by the FSMC with the minimum coverage of \$1,000,000 combined single limit per accident.
4. The FSMC agrees to provide workers' compensation insurance as statutorily required by law, including employee liability coverage up to \$1,000,000.
5. The FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments, and other articles owned by its

employees.

6. The FSMC agrees to name the SFA as an additional insured on all insurance policies associated with services performed under the terms and conditions of the contract.
7. A Certificate of Insurance evidencing all coverage and specified amounts requested is required before work commences under the terms of this contract, as well as all subsequent contract renewals. All insurance policies required as a result of the terms of this contract shall provide for notice of material change or cancellation directly to the SFA in accordance with applicable policy provisions.

P. Proprietary Information

1. During the term of the contract, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including, but not limited to signage, operating or other manuals, recipes, menus and meal plans, and computer programs relative to or utilized in the FSMC's business or the business of any affiliate of the FSMC.
2. The SFA shall not disclose any of the FSMC's proprietary information or other confidential information, directly or indirectly, during or after the term of the contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the contract.
3. The SFA agrees that all proprietary computer software programs, marketing and promotional literature, and materials used by the FSMC on the SFA's premises in connection with the food services provided by FSMC under this contract shall remain the property of FSMC notwithstanding the fact that the SFA may have received a charge for the use of such proprietary materials in connection with the SFA's child nutrition program.
4. Upon termination of the contract, all use of trademarks, service marks, and logos owned by the FSMC or licensed to the FSMC by third parties shall be discontinued by the SFA, and the SFA shall immediately return to the FSMC all proprietary materials.
5. The FSMC acknowledges that during the course of this contract, the FSMC shall have access to business systems, techniques, and methods of operation developed at the expense of the SFA and the FSMC acknowledges that the assets belong to the SFA. The FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this contract.

Q. Term and Termination

1. This contract between the FSMC and SFA shall remain in force for one (1) year unless terminated sooner as provided herein. Options for yearly renewals may not exceed four (4) additional years.
2. If either party shall fail or be unable to perform or observe any of the terms or conditions of this contract for any reason other than excused performance reasons stated, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) calendar days from such notice the failure has not been corrected, the injured party may terminate the contract for cause, by giving sixty (60) calendar days written notice, or, in the case of the SFA, effect such other arrangements as the SFA deems desirable during the continuation of the FSMC's inability or failure to perform.

3. Neither the FSMC nor the SFA shall be responsible for any losses resulting from the failure to perform any terms or provisions of the contract, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, acts of public enemies, or other disorders; strike or other work stoppage; pandemics; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure."
4. In the event of a Force Majeure, which interferes with the operation of the SFAs child nutrition program, upon request, the FSMC will take all reasonable steps to continue to provide service upon the terms and conditions satisfactory to the FSMC and SFA, and any guarantee provided therein shall be adjusted to account for lost gross receipts and any increase in the SFA's total child nutrition program costs.
5. In the event that the FSMC is not able to perform under this contract due to events beyond its reasonable control (i.e., strike, labor or material shortage, fire, flood, or other casualty or Acts of God), the SFA may, at their option, terminate this contract and assume control of the facilities, equipment, food, supplies, expendables, etc., necessary for the continued operation of the SFA's child nutrition program operation.
6. Notwithstanding any other provision of this contract, both parties shall be deemed to have retained any and all administrative, contractual, and legal rights and remedies to which they may be entitled.
7. The SFA agrees that if, upon being advised in writing by the FSMC that the FSMC's services are not returning a fair and equitable profit and the SFA and the FSMC fail to effectuate new financial arrangements within thirty (30) calendar days that rectify this problem, this contract may thereupon be terminated by the FSMC by giving sixty (60) days written notice to the SFA.
8. The SFA or the selected FSMC may terminate the awarded Contract for cause or for convenience by giving 60 days written notice [Reference 7 CFR 210.16 (d)] 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.
9. In the event of a change in the funding from federal and/or state sources, the SFA reserves the right to terminate the contract in total or modify the terms and conditions as necessary.
10. The SFA may terminate this contract for breach/neglect as determined by the SFA when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage, failure to provide required information statements, failure to maintain quality of food and service at a level satisfactory to the SFA, or failure to comply with federal and state regulations. The SFA is the responsible authority without recourse to TDOE, USDA and any other associated government entities for the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction.
11. Upon the termination or expiration of the contract, the FSMC shall, as soon thereafter as is feasible, vacate all parts of the premises occupied by the FSMC and return the premises to the SFA, together with all the equipment furnished by the SFA pursuant to this contract, in the same condition as when originally made available to the FSMC, excepting reasonable wear and tear, fire and/or other casualty loss.

12. In the event of default on the contract, the FSMC shall pay to the SFA the amount of the performance or surety bond.
13. FSMC shall conduct program operation in accordance with 7 CFR Parts 210, 215, 220, 245, and 250 and FSMC instructions and policy. Any invitation to bid or request for proposal must indicate that nonperformance subjects the FSMC to specified sanctions in instances where the FSMC violates or breaches contract terms. The SFA shall indicate these sanctions in accordance with the procurement provisions stated in 210.21. If the FSMC fails to perform to the SFA's satisfaction any material requirement of this contract or is in violation of a material provision of this contract, the SFA shall provide written notice to the FSMC requesting that the breach of noncompliance be remedied within 60 days. If the breach is not remedied by the specified period of time, the SFA may: a) immediately terminate the contract without additional written notice. 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.

R. Additional Conditions

1. No oral interpretations of the RFP requirements shall be binding on the SFA. All changes in the RFP requirements shall be in writing and shall be issued in the form of an amendment to the RFP no less than five (5) calendar days prior to proposal opening.
2. By entering a response to this RFP, the FSMC certifies that the corporation, firm, or person is submitting a proposal for the same materials, supplies, equipment, or services as specified in the RFP. The FSMC certifies that the proposal is in all respects fair and without collusion or fraud. The FSMC certifies that they understand that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards.
3. Conflicts of interest, gratuities and kickbacks, or other inducements are prohibited. Any employee or any official of the SFA, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value as an inducement or intended inducement in the procurement of business or the giving of business for, or to or from, any person, partnership, firm, or corporation, offering, proposing for, or in open market seeking to make sales to the SFA shall be deemed guilty of a felony, and upon conviction, such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.
4. Contracts that permit receipts and/or expenses to accrue to the FSMC are prohibited.
5. The SFA reserves the right to accept and/or reject any and all proposals in the best interest of the SFA. The FSMC agrees that only a cost reimbursable contract shall be acceptable. Proposals that are submitted based on a fixed, firm price are prohibited and will not be accepted.
6. Final acceptance of any contract as a result of response to this RFP shall be subject to written approval by the TDOE. This approval requirement shall also extend to any future amendments that may constitute a material change to the contract, as well as the allowable contract renewals specified herein.
7. Renewal of this contract is additionally contingent upon the FSMC's fulfillment of all contract provisions and obligation relating to USDA donated foods (Reference 7 CFR 250).

S. Bid Protest Procedures

1. The SFA will have protest procedures to handle and resolve disputes relating to their Procurements and shall, in all instances, disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the SFA before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:
 - a. Violations of Federal law or regulations and the standards of these sections (violations of State or local law will be under the jurisdiction of State or local authorities) and
 - b. Violations of the SFA protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the SFA.
2. If a prospective FSMC disagrees with a Bid award, they have the right to protest. Protest of the Contract Award must be submitted to the SFA. The protest must be received in writing within fifteen (15) calendar days from the date of the RFP/Contract Award and provide a specific reason for the protest and any supporting documentation for the protest. Disputes arising from the award of this Bid must be submitted in writing to Jenifer Van Dyke no later than May 7, 2023. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution include:
 - a. A meeting with the Board of Education participating in the Bid, the hearing official, and representatives from the disputing party to discuss and resolve the complaint.
 - b. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
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.
5. The State Agency must be notified of all protests.

SECTION FIVE – School Food Authority (SFA) Appendices

The following information/documents shall be provided by the SFA to the FSMC as part of the RFP.

Appendix A	List of schools/sites and a description of each
Appendix B	School Calendar, including meal service days, teacher work days, required in-service training, etc.
Appendix C	Food Service Employees, including salary, benefits, etc.
Appendix D	SFA's Personnel Policies and Procedures
Appendix E	Twenty-one (21) Day Menu Cycle for Breakfast, Lunch, & Snack Programs (prepared by SFA)
Appendix F	USDA Donated Foods including record of USDA Foods used, monthly ending inventories by school, total value of USDA Foods by school
Appendix G	À la Carte (Supplemental/Special Sales) Food Items and Revenue by School
Appendix H	Minimum Food Specifications
Appendix I	Special Food Service functions planned and served by staff in previous school year
Appendix J	Cost Responsibility Detail Sheet
Appendix K	Written Responses to Questions From Potential Offerors
Appendix L	Program Identification

LIST OF SCHOOLS/DESCRIPTION

Site or School	Address	Grade Levels	**Enrollment	**Average Participation	Breakfast	Lunch
*Oak Ridge Schools Preschool	157 Carver Ave, Oak Ridge, TN 37830	PK3-PK4	205	163-B 163-L	7:45 A-8:45 A	11:30 A-12:30 P
Glenwood Elementary School	125 Audubon Rd, Oak Ridge, TN 37830	K-4	349	71-B 184-L	7:45 A-8:30 A	10:45 A-12:45 P
Linden Elementary School	700 Robertsville Rd, Oak Ridge, TN 37830	K-4	546	142-B 209-L	7:45 A-8:30 A	10:25 A-1:05 P
Willow Brook Elementary School	298 Robertsville Rd, Oak Ridge, TN 37830	K-4	395	273-B 311-L	7:45 A-8:15 A	10:40 A-1:20 P
Woodland Elementary School	168 Manhattan Ave, Oak Ridge, TN 37830	K-4	414	97-B 210-L	8:00 A-8:30 A	10:55 A-12:45 P
Jefferson Middle School	200 Fairbanks Rd, Oak Ridge, TN 37830	5-8	714	97-B 317-L	7:05 A-7:35 A	10:30 A-12:45 P
Robertsville Middle School	245 Robertsville Rd, Oak Ridge, TN 37830	5-8	698	82-B 277-L	7:00 A-7:30 A	10:35 A-1:15 P
***Oak Ridge High School	1450 Oak Ridge Turnpike, Oak Ridge, TN 37830	9-12	1,560	61-B 324-L	7:05 A-7:35 A	10:50 A-12:05 P
*Secret City Academy	1440 Oak Ridge Turnpike, Oak Ridge, TN 37830	K-12			7:05 A-7:35 A	10:50 A-12:05 P

*Do not have on-site facilities. Meals are prepared at Oak Ridge High School.

** Information as of 1-31-2023

*** Oak Ridge High School is an open campus for Juniors & Seniors

**SCHOOL ENROLLMENT/MEAL BENEFIT ELIGIBILITY
AS OF JANUARY 2023**

ELEMENTARY SCHOOL	Grade Level	Enrollment	Free	Reduced	Paid
Preschool	Pre-K	205	118	17	70
Glenwood	K-4	349	116	44	189
Linden	K-4	546	144	57	345
Willow Brook	K-4	395	169	27	199
Woodland	K-4	414	95	31	288
MIDDLE SCHOOL					
Jefferson	5-8	714	183	77	454
Robertsville	5-8	698	239	74	385
HIGH SCHOOL					
Oak Ridge High School	9-12	1560	384	131	1045

LIST OF SCHOOLS/DESCRIPTION (CONTINUED)

SCHOOL CALENDAR INCLUDING MEAL SERVICE DAYS, TEACHER WORK DAYS, REQUIRED IN-SERVICE TRAINING, ETC.

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Oak Ridge Schools District Calendar 2022-2023

Independence Day Holiday: July 4
Counselors/Facilitators Report: July 5
Teachers Report: July 18
Students Report - Early Dismissal Districtwide: July 25
Early Dismissal K-4 Only: July 26
Election Day: No Students - August 4
Labor Day Holiday: September 5
Fall Break: October 3 - October 17
Fall School Intersession: October 3 - October 6
Staff Professional Development: No Students - October 17
Students Return - October 18
Fall Parent/Teacher Conferences: October 25/26
Early Dismissal Elementary Only: October 25
Election Day: No Students - November 8
Thanksgiving Break: November 23-25
Winter Break Early Dismissal Districtwide: December 16
Winter Break: December 19 - January 3
District New Year Holiday Observed - January 2
Staff Professional Development: No Students - January 3
Students Return: January 4
Dr. Martin Luther King Jr. Holiday: January 16
Winter Parent/Teacher Conferences: February 8/9
Early Dismissal Elementary Only: February 9
Staff Professional Development: No Students - February 20
Spring Break: March 13-27
Spring School Intersession: March 13-16
Staff Professional Development: No Students - March 27
Students Return - March 28
Good Friday Holiday: April 7
ORHS Commencement: May 19
Memorial Day Holiday: May 29
Student Last Day - Early Dismissal Districtwide: June 1
Teacher Last Day: June 2



1 st Quarter Days	48
2 nd Quarter Days	40
3 rd Quarter Days	46
4 th Quarter Days	46
Total Instructional Days	180

January 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

BOE approval: 02/22/21
Revised: 06/09/22



Balanced Calendar 2022-2023

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

TEACHERS REPORT 7/18 TAs REPORT 7/22
HOME VISITS 7/25 - 7/27
STAGGERED ROTATION 7/28 - 7/29

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

STAGGERED ROTATION 8/1 AFTERNOON BUS
TRANSPORTATION 8/8 FULL DAYS BEGIN 8/5 NO
SCHOOL 8/4-ELECTION DAY

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

LABOR DAY 9/5 - NO SCHOOL

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FALL BREAK 10/3 - 10/14 TEACHERS RETURN 10/17 STUDENTS
RETURN 10/18 PARENT CONFERENCES 10/25-10/26 EARLY
DISMISSAL 10/25

November 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

NO SCHOOL 11/4-ELECTION DAY
THANKSGIVING BREAK 11/23-11/25

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

EARLY DISMISSAL 12/16
WINTER BREAK 12/19 - 1/3

January 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

TEACHERS RETURN 1/3, STUDENTS 1/4
DR. MARTIN LUTHER KING JR HOLIDAY 1/16

February 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

HOME VISITS 2/8 - 2/10 EARLY DISMISSAL
2/09 - 2/10 STAFF PROFESSIONAL DEVELOPMENT 2/20

March 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SPRING BREAK 3/13-3/24
STAFF RETURN 3/27 STUDENTS RETURN 3/28

April 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

GOOD FRIDAY 4/7 - NO SCHOOL

May 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

PARENT CONFERENCES 5/15 - 5/19 EARLY
DISMISSAL 5/16
MEMORIAL DAY 5/29 NO SCHOOL

June 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

STUDENTS LAST DAY 6/1-EARLY DISMISSAL
TEACHERS LAST DAY 6/2



School Open



No School



Currently scheduled as half days. One or more of these days may be long days if needed to make up for snow days. Dismissal would be at 3:30pm



Teachers Report



Staggered Enrollment



Early Dismissal

Currently scheduled for Early Dismissal. It may be a full day if needed to make up for possible snow days.

Food Service Employees

SFA Employee	Rate Per Hour	Hours Per Day	Days Per Year	FICA	Retirement	Health Insurance Benefits
Jefferson Middle School Cafeteria Manager	\$20.72	8	195	\$2,472.35	\$1,997.27	\$6,811.60
TOTAL COSTS	\$32,318.21			\$2,472.35	\$1,997.27	\$6,811.60

Annual Cost for the Year of SFA employee: \$43,599.43

**Child Nutrition Staffing Report
Scheduled Hours by Position and Location**

School	Lead FS Worker	Food Service Worker		Total
	7.5 - 8 Hours	6 - 7.5 Hours	4 - 5.75 Hours	
Glenwood Elementary	1	3		4
Linden Elementary	1	2		3
Willow Brook Elementary	1	2	1	4
Woodland Elementary	1	1	2	4
Jefferson Middle School*	1	5		6
Robertsville Middle School	1	2	3	6
Oak Ridge High School**	1	4	4	9
PreSchool	1	2		3

* Lead Food Service Worker is SFA Employee currently

** Lead Food Service Worker Scheduled for 8 hours

SFA'S PERSONNEL POLICIES AND PROCEDURES
(May include electronic link)

Please click the link below to see Oak Ridge Schools Board of Education Policy Manual.

<https://tsba.net/oak-ridge-board-of-education-policy-manual/>

21-DAY MENU CYCLE BREAKFAST, LUNCH, AND SNACK

High School Lunch

Week	Day	Menu Item	
Week 1	Monday	Chicken Tikka Masala Bowl	Grahams
		Burger on a Bun	Celery
		Chicken Patty on a Bun	Flatbread
		Fresh Pizza	Apple
		Jamwich	Mixed Fruit
		Cheesestick	Fruit Punch
	Tuesday	Hot Dog on a Bun	Grahams
		Burger on a Bun	Potato Wedge
		Chicken Patty on a Bun	Baby Carrots
		Fresh Pizza	Pears
		Jamwich	Craisins
		Cheesestick	Apple Juice
	Wednesday	Chicken Mashed Potato Bowl	Broccoli
		Chicken Patty on a Bun	Roasted Carrots
		Fresh Pizza	Fresh Apple
		Jamwich	Peaches
		Cheesestick	Fruit Slush
		Grahams	
Thursday	Fritos Walking Taco	Pinto Beans	
	Burger on a Bun	Cucumber	
	Fresh Pizza	Banana	
	Jamwich	Applesauce	
	Cheesestick	Orange Juice	
	Grahams	Ranch Popcorn Chicken Salad	
Friday	Chicken & Vegetable Fried Rice	Stir Fry Vegetables	
	Burger on a Bun	Red Pepper Strips	
	Chicken Patty on a Bun	Apples	
	Fresh Pizza	Pears	
	Jamwich	Fruit Punch	
	Cheesestick	Side Salad	
Week 2	Monday	Biscuit & Roasted Drumstick	Grahams
		Couscous	Celery
		Burger on a Bun	Fruit Mix
		Chicken Patty on a Bun	Orange
		Fresh Pizza	Fruit Punch
		Jamwich	Side Salad
	Tuesday	Turkey Nachos	Grahams
		Burger on a Bun	Pinto Beans
		Chicken Patty on a Bun	Pears
		Fresh Pizza	Craisins

		Jamwich	Apple Juice
		Cheesestick	Ranch Popcorn Chicken Salad
	Wednesday	Boneless Wings	Potato Wedges
		Burger on a Bun	Roasted Zucchini
		Chicken Patty on a Bun	Baby Carrots
		Fresh Pizza	Fresh Apple
		Jamwich	Fruit Mix
		Cheesestick	Fruit Slush
		Grahams	Side Salad
	Thursday	Hot Dog	Grahams
		Burger on a Bun	Potato Wedges
		Chicken Patty on a Bun	Cucumber
		Fresh Pizza	Banana
		Jamwich	Applesauce
		Cheesestick	Orange Juice
	Friday	Chicken & Vegetable Fried Rice	Grahams
		Burger on a Bun	Stir Fry Vegetables
		Chicken Patty on a Bun	Red Pepper Strips
		Fresh Pizza	Apples
		Jamwich	Fruit Mix
		Cheesestick	Fruit Punch
Week 3	Monday	Chicken Thigh	Green Beans
		Burger on a Bun	Baby Carrots
		Chicken Patty on a Bun	Orange
		Fresh Pizza	Mixed Fruit
		Jamwich	Fruit Punch
		Cheesestick	Side Salad
		Grahams	
	Tuesday	Pomodoro Meatball Bowl	Grahams
		Burger on a Bun	Peas
		Chicken Patty on a Bun	Cucumber
		Fresh Pizza	Pears
		Jamwich	Craisins
		Cheesestick	Chicken Caesar Salad
	Wednesday	Hot Dog	Rice
		Burger on a Bun	Pinto Beans
		Chicken Patty on a Bun	Baby Carrots
		Fresh Pizza	Peach
		Jamwich	Apple
		Cheesestick	Side Salad
		Grahams	
	Thursday	General Tso Popcorn Chicken	Vegetable Mix
		Burger on a Bun	Cucumber
		Chicken Patty on a Bun	Applesauce
		Fresh Pizza	Banana
		Jamwich	Orange Juice
		Cheesestick	Buffalo Chicken Salad
		Grahams	

	Friday	Chicken & Vegetable Fried Rice Burger on a Bun Chicken Patty on a Bun Fresh Pizza Jamwich Cheesestick Grahams	Stir Fry Vegetables Baby Carrots Mandarin Orange Sliced Apple Fruit Blend Side Salad
Week 4	Monday	Chicken Tikka Masala Bowl Burger on a Bun Chicken Patty on a Bun Fresh Pizza Jamwich Cheesestick Grahams	Celery Flatbread Apple Mixed Fruit Fruit Punch Side Salad
	Tuesday	Hot Dog on Bun Burger on a Bun Chicken Patty on a Bun Fresh Pizza Jamwich Cheesestick Grahams	Potato Wedges Baby Carrots Pears Craisins Apple Juice Ham Pizza Salad
	Wednesday	Burger on a Bun Chicken Patty on a Bun Fresh Pizza Jamwich Cheesestick Grahams	Celery Peas & Carrots Fresh Apple Peaches Fruit Slush
	Thursday	General Tso Popcorn Chicken Burger on a Bun Chicken Patty on a Bun Fresh Pizza Jamwich Cheesestick Grahams	Rice Broccoli Cucumber Banana Applesauce Orange Juice
	Friday	Chicken Drumstick & Biscuit Burger on a Bun Chicken Patty on a Bun Fresh Pizza Jamwich Cheesestick	Grahams Rice Baby Carrots Broccoli Apples Fruit Punch
Week 5	Monday	Chicken Tikka Masala Bowl Burger on a Bun Chicken Patty on a Bun Fresh Pizza Jamwich Cheesestick	Grahams Celery Flatbread Apple Mixed Fruit Fruit Punch

Also Available Daily

1% White Milk

Fat Free Chocolate Milk

High School Breakfast

Week	Day	Menu Item	
Week 1	Monday	Bacon Egg Cheese Sandwich	Apple
		Egg Cheese Biscuit Melt	Diced Pears
		String Cheese	Apple Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
	Tuesday	French Toast Stick	Orange
		Cinnamon Toast	Fruit Cocktail
		Danimals Yogurt	Fruit Punch
		Assorted Cereal Bowl	
	Wednesday	Chicken Patty & Cheese Muffin	Blueberries
		Cinni Mini	Applesauce
		String Cheese	Orange Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
	Thursday	Waffle	Grapes
		Cinnamon Toast	Strawberries
		Danimals Yogurt	Craisins
		Assorted Cereal Bowl	Fruit Punch
Friday	Egg Ham Cheese Sandwich	Banana	
	Cherry Frudel	Peaches	
	String Cheese	Apple Juice	
	Assorted Cereal Bowl	Whole Grain Graham Snacks	
Week 2	Monday	Biscuit Chicken Sausage Melt	Apple
		Cinni Mini	Diced Pears
		String Cheese	Apple Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
	Tuesday	Waffle	Orange
		Cinnamon Toast	Fruit Cocktail
		Danimals Yogurt	Fruit Punch
		Assorted Cereal Bowl	
	Wednesday	Biscuit Chicken Sausage Melt	Blueberries
		Egg Biscuit	Applesauce
		String Cheese	Orange Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
	Thursday	Whole Grain Pop Tart	Grapes
		Cinnamon Toast	Strawberries
		Danimals Yogurt	Craisins
		Assorted Cereal Bowl	Fruit Punch
Friday	Biscuit Chicken Sausage Melt	Banana	
	Apple Frudel	Peaches	
	String Cheese	Apple Juice	
	Assorted Cereal Bowl	Whole Grain Graham Snacks	
Week 3	Monday	Bacon Egg Cheese Sandwich	Apple
		French Toast Sticks	Diced Pears
		String Cheese	Apple Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
	Tuesday	Biscuit & Sausage Gravy	Orange

		Cinnamon Toast Danimals Yogurt Assorted Cereal Bowl	Fruit Cocktail Fruit Punch
	Wednesday	Egg Biscuit Breakfast Pizza String Cheese Assorted Cereal Bowl	Blueberries Applesauce Orange Juice Whole Grain Graham Snacks
	Thursday	Cinnamon Toast Whole Grain Pop Tart Danimals Yogurt Assorted Cereal Bowl	Grapes Strawberries Craisins Fruit Punch
	Friday	Chicken Biscuit Cherry Frudal String Cheese Assorted Cereal Bowl	Banana Peaches Apple Juice Whole Grain Graham Snacks
Week 4	Monday	NutriGrain Bar Bacon Egg Cheese Sandwich String Cheese Assorted Cereal Bowl	Apple Diced Pears Apple Juice Whole Grain Graham Snacks
	Tuesday	Cinnamon Toast Sausage Pancake Wrap Danimals Yogurt Assorted Cereal Bowl	Orange Fruit Cocktail Fruit Punch
	Wednesday	Egg Biscuit Melt Maple Madness Waffle String Cheese Assorted Cereal Bowl	Blueberries Applesauce Orange Juice Whole Grain Graham Snacks
	Thursday	Scrambled Egg Sausage Patty Cinnamon Toast Danimals Yogurt Assorted Cereal Bowl	Grapes Strawberries Craisins Fruit Punch
	Friday	Cinni Mini Whole Grain Pop Tart String Cheese Assorted Cereal Bowl	Banana Peaches Apple Juice Whole Grain Graham Snacks
Week 5	Monday	Sausage Egg Cheese Taco Blueberry Muffin String Cheese Assorted Cereal Bowl	Apple Diced Pears Apple Juice Whole Grain Graham Snacks

Also Available Daily

1% White Milk
Fat Free Chocolate Milk
Fat Free Strawberry Milk

Middle School Lunch

Week	Day	Menu Item	
Week 1	Monday	Chicken Tikka Masala Bowl	Grahams
		Burger on a Bun	Celery
		Chicken Patty on a Bun	Flatbread
		Fresh Pizza	Apple
		Jamwich	Mixed Fruit
		Cheesestick	Fruit Punch
	Tuesday	Hot Dog on a Bun	Grahams
		Burger on a Bun	Potato Wedge
		Chicken Patty on a Bun	Baby Carrots
		Fresh Pizza	Pears
		Jamwich	Craisins
		Cheesestick	Apple Juice
	Wednesday	Chicken Mashed Potato Bowl	Broccoli
		Chicken Patty on a Bun	Roasted Carrots
		Fresh Pizza	Fresh Apple
		Jamwich	Peaches
		Cheesestick	Fruit Slush
		Grahams	
Thursday	Fritos Walking Taco	Baby Carrots	
	Burger on a Bun	Pinto Beans	
	Fresh Pizza	Cucumber	
	Jamwich	Banana	
	Cheesestick	Applesauce	
	Grahams	Orange Juice	
Friday	Bean & Cheese Quesadilla	Grahams	
	Grilled Ham & Cheese	Baby Carrots	
	Burger on a Bun	Corn	
	Chicken Patty on a Bun	Side Salad	
	Fresh Pizza	Apples	
	Jamwich	Mandarin Oranges	
Week 2	Monday	Cheesestick	Fruit Punch
		Biscuit & Roasted Drumstick	Grahams
		Couscous	Celery
		Burger on a Bun	Fruit Mix
		Chicken Patty on a Bun	Orange
		Fresh Pizza	Fruit Punch
	Tuesday	Jamwich	Side Salad
		Cheesestick	
		Chicken Alfredo	Grahams
		Burger on a Bun	Peas & Carrots
		Chicken Patty on a Bun	Pears
		Fresh Pizza	Craisins
	Wednesday	Jamwich	Apple Juice
		Cheesestick	
		Beef Nachos	Rice

		Burger on a Bun	Corn
		Chicken Patty on a Bun	Celery
		Fresh Pizza	Fresh Apple
		Jamwich	Fruit Mix
		Cheesestick	Fruit Slush
		Grahams	
Thursday		Meatloaf	Mashed Potatoes
		Burger on a Bun	Peas
		Chicken Patty on a Bun	Edamame
		Fresh Pizza	Banana
		Jamwich	Applesauce
		Cheesestick	Orange Juice
		Grahams	
Friday		Chicken Mashed Potato Bowl	Grahams
		Burger on a Bun	Broccoli
		Chicken Patty on a Bun	Roasted Carrots
		Fresh Pizza	Fresh Apples
		Jamwich	Peaches
		Cheesestick	Fruit Slush
		Grahams	
Week 3	Monday	Chicken Thigh	Grahams
		Burger on a Bun	Green Beans
		Chicken Patty on a Bun	Baby Carrots
		Fresh Pizza	Orange
		Jamwich	Mixed Fruit
		Cheesestick	Fruit Punch
		Grahams	
	Tuesday	Spaghetti & Meatballs	Bell Peppers
		Burger on a Bun	Cucumber
		Chicken Patty on a Bun	Peas
		Fresh Pizza	Roll
		Jamwich	Pears
		Cheesestick	Craisins
		Grahams	Apple Juice
	Wednesday	Chicken Tender	Potato Wedges
		Burger on a Bun	Broccoli
		Chicken Patty on a Bun	Cucumber
		Fresh Pizza	Peach
		Jamwich	Apple
		Cheesestick	Fruit Punch
		Grahams	
	Thursday	Chicken Pineapple Bowl	Grahams
		Burger on a Bun	Vegetable Mix
		Chicken Patty on a Bun	Baby Carrots
		Fresh Pizza	Applesauce
		Jamwich	Banana
		Cheesestick	Orange Juice
	Friday	Chicken Drumstick & Biscuit	Grahams
		Burger on a Bun	Rice
		Chicken Patty on a Bun	Baby Carrots

		Fresh Pizza	Broccoli
		Jamwich	Applesauce
		Cheesestick	Fruit Punch
Week 4	Monday	Chicken Tikka Masala Bowl	Grahams
		Burger on a Bun	Celery
		Chicken Patty on a Bun	Flatbread
		Fresh Pizza	Apple
		Jamwich	Mixed Fruit
		Cheesestick	Fruit Punch
	Tuesday	Turkey Nachos	Rice
		Burger on a Bun	Pinto Beans
		Chicken Patty on a Bun	Cucumber
		Fresh Pizza	Pear
		Jamwich	Craisins
		Cheesestick	Apple Juice
		Grahams	
	Wednesday	Burger on a Bun	Celery
		Chicken Patty on a Bun	Peas & Carrots
		Fresh Pizza	Fresh Apple
		Jamwich	Peaches
		Cheesestick	Fruit Slush
		Grahams	
	Thursday	General Tso Popcorn Chicken	Rice
		Burger on a Bun	Broccoli
		Chicken Patty on a Bun	Cucumber
		Fresh Pizza	Banana
		Jamwich	Applesauce
		Cheesestick	Orange Juice
		Grahams	
	Friday	Chicken Drumstick & Biscuit	Grahams
		Burger on a Bun	Rice
		Chicken Patty on a Bun	Baby Carrots
		Fresh Pizza	Broccoli
		Jamwich	Apples
		Cheesestick	Fruit Punch
Week 5	Monday	Chicken Tikka Masala Bowl	Grahams
		Burger on a Bun	Celery
		Chicken Patty on a Bun	Flatbread
		Fresh Pizza	Apple
		Jamwich	Mixed Fruit
		Cheesestick	Fruit Punch

Also Available Daily

1% White Milk

Fat Free Chocolate Milk

Middle School Breakfast

Week	Day	Menu Item	
Week 1	Monday	Bacon Egg Cheese Sandwich	Apple
		Egg Cheese Biscuit Melt	Diced Pears
		String Cheese	Apple Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
	Tuesday	French Toast Stick	Orange
	Cinnamon Toast	Fruit Cocktail	
	Danimals Yogurt	Fruit Punch	
	Assorted Cereal Bowl		
Wednesday	Wednesday	Chicken Patty & Cheese Muffin	Blueberries
		Cinni Mini	Applesauce
		String Cheese	Orange Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
Thursday	Thursday	Waffle	Grapes
		Cinnamon Toast	Strawberries
		Danimals Yogurt	Craisins
		Assorted Cereal Bowl	Fruit Punch
Friday	Friday	Egg Ham Cheese Sandwich	Banana
		Cherry Frudel	Peaches
		String Cheese	Apple Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
Week 2	Monday	Biscuit Chicken Sausage Melt	Apple
		Cinni Mini	Diced Pears
		String Cheese	Apple Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
	Tuesday	Waffle	Orange
	Cinnamon Toast	Fruit Cocktail	
	Danimals Yogurt	Fruit Punch	
	Assorted Cereal Bowl		
Wednesday	Wednesday	Biscuit Chicken Sausage Melt	Blueberries
		Egg Biscuit	Applesauce
		String Cheese	Orange Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
Thursday	Thursday	Whole Grain Pop Tart	Grapes
		Cinnamon Toast	Strawberries
		Danimals Yogurt	Craisins
		Assorted Cereal Bowl	Fruit Punch
Friday	Friday	Biscuit Chicken Sausage Melt	Banana
		Apple Frudel	Peaches
		String Cheese	Apple Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
Week 3	Monday	Bacon Egg Cheese Sandwich	Apple
		French Toast Sticks	Diced Pears
		String Cheese	Apple Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
	Tuesday	Biscuit & Sausage Gravy	Orange

		Cinnamon Toast Danimals Yogurt Assorted Cereal Bowl	Fruit Cocktail Fruit Punch
	Wednesday	Egg Biscuit Breakfast Pizza String Cheese Assorted Cereal Bowl	Blueberries Applesauce Orange Juice Whole Grain Graham Snacks
	Thursday	Cinnamon Toast Whole Grain Pop Tart Danimals Yogurt Assorted Cereal Bowl	Grapes Strawberries Craisins Fruit Punch
	Friday	Chicken Biscuit Cherry Frudal String Cheese Assorted Cereal Bowl	Banana Peaches Apple Juice Whole Grain Graham Snacks
Week 4	Monday	NutriGrain Bar Bacon Egg Cheese Sandwich String Cheese Assorted Cereal Bowl	Apple Diced Pears Apple Juice Whole Grain Graham Snacks
	Tuesday	Cinnamon Toast Sausage Pancake Wrap Danimals Yogurt Assorted Cereal Bowl	Orange Fruit Cocktail Fruit Punch
	Wednesday	Egg Biscuit Melt Maple Madness Waffle String Cheese Assorted Cereal Bowl	Blueberries Applesauce Orange Juice Whole Grain Graham Snacks
	Thursday	Scrambled Egg Sausage Patty Cinnamon Toast Danimals Yogurt Assorted Cereal Bowl	Grapes Strawberries Craisins Fruit Punch
	Friday	Cinni Mini Whole Grain Pop Tart String Cheese Assorted Cereal Bowl	Banana Peaches Apple Juice Whole Grain Graham Snacks
Week 5	Monday	Sausage Egg Cheese Taco Blueberry Muffin String Cheese Assorted Cereal Bowl	Apple Diced Pears Apple Juice Whole Grain Graham Snacks

Also Available Daily

1% White Milk

Fat Free Chocolate Milk

Fat Free Strawberry Milk

Elementary School Lunch

Week	Day	Menu Item	
Week 1	Monday	Fish Nuggets with Mac & Cheese	Potato Wedges
		Hot Dog on Bun	Orange
		Grape Jamwich	Fruit Cocktail
		Cheese Stick	Fruit Punch
		Grahams	Side Garden Salad
		Celery Sticks	
	Tuesday	Country Potato Bowl with Biscuit	Baked Beans
		Ham & Cheese Sub	Ham Pizza Salad
		Grape Jamwich	Roll
		Cheese Stick	Pears
		Grahams	Craisins
		Baby Carrots	Apple Juice
	Wednesday	Beef Ravioli	Roasted Carrots
		Bosco Stick	Apple
		Grape Jamwich	Peaches
		Cheese Stick	Fruit Slush
		Grahams	Side Garden Salad
		Broccoli	
	Thursday	Chicken Nachos	Broccoli
		Grilled Cheese Sandwich	Ham-Pizza Salad
		Grape Jamwich	Roll
		Cheese Stick	Banana
		Grahams	Applesauce
		Baby Carrots	Orange Juice
	Friday	Beef Ravioli	Grahams
		Roll	Cucumbers
		Cheese Pizza	Green Beans
		Grape Jamwich	Fruit Punch
		Cheese Stick	Side Garden Salad
Week 2	Monday	Meatball Sub	Potato Wedges
		Chicken Patty	Orange
		Grape Jamwich	Fruit Cocktail
		Cheese Stick	Fruit Punch
		Grahams	Side Garden Salad
		Broccoli	
	Tuesday	Chicken Lo Mein Bowl	Mixed Vegetables
		Turkey Corn Dog	Chicken Patty Caesar
		Grape Jamwich	Roll
		Cheese Stick	Pears
		Grahams	Craisins
		Bell Peppers	Apple Juice
	Wednesday	BBQ Chicken Sandwich	Apple
		Burger on Bun	Roasted Carrots
		Grape Jamwich	Zucchini

		Cheese Stick	Strawberries
		Grahams	Mango
		Peaches	Side Garden Salad
	Thursday	Chicken Tenders	Grahams
		Mac & Cheese	Vegetable Blend
		Bread Stick	Celery Sticks
		Grape Jamwich	Applesauce
		Cheese Stick	Banana
	Friday	Bean & Cheese Quesadilla	Baby Carrots
		Fresh Pizza	Mandarin Oranges
		Grape Jamwich	Sliced Apple
		Cheese Stick	Fruit Punch
		Grahams	Side Garden Salad
		Roasted Broccoli	
Week 3	Monday	Breaded Drumstick	Broccoli
		Biscuit	Potato Wedges
		Burger on Bun	Fruit Cocktail
		Grape Jamwich	Orange
		Cheese Stick	Fruit Punch
		Grahams	Side Garden Salad
	Tuesday	Spaghetti & Meatballs	Mixed Roasted Vegetables
		Chicken Tenders	Red Pepper Strips
		Breadstick	Pears
		Grape Jamwich	Craisins
		Cheese Stick	Apple Juice
		Grahams	
	Wednesday	Orange Chicken with Rice	Baby Carrots
		BBQ Pork on Bun	Apple
		Grape Jamwich	Peaches
		Cheese Stick	Fruit Slush
		Grahams	Side Garden Salad
	Thursday	French Toast Sticks	Potato Emojis
		Scrambled Eggs	Celery Sticks
		Sausage	Buffalo Chicken Salad
		Turkey & Cheese Sub	Roll
		Grape Jamwich	Banana
		Cheese Stick	Applesauce
		Grahams	Orange Juice
	Friday	Beef Tacos	Steamed Broccoli
		Cheese Pizza	Apples
		Grape Jamwich	Mandarin Oranges
		Cheese Stick	Fruit Punch
		Grahams	Side Garden Salad
		Tomatoes	
Week 4	Monday	Fish Nuggets with Mac & Cheese	Potato Wedges
		Hot Dog on Bun	Oranges
		Grape Jamwich	Fruit Cocktail
		Cheese Stick	Fruit Punch

		Grahams Celery Sticks	Side Garden Salad
Tuesday		Country Potato Bowl with Biscuit Ham & Cheese Sub Grape Jamwich Cheese Stick Grahams Baby Carrots	Baked Beans Ham-Pizza Salad Roll Pears Craisins Apple Juice
Wednesday		Orange Chicken with Rice BBQ Pork on Bun Grape Jamwich Cheese Stick Grahams Edamame	Baby Carrots Apple Peaches Fruit Slush Side Garden Salad
Thursday		French Toast Sticks Scrambled Eggs Sausage Turkey & Cheese Sub Grape Jamwich Cheese Stick Grahams	Potato Emojis Celery Sticks Buffalo Chicken Salad Roll Banana Applesauce Orange Juice
Friday		Beef Tacos Cheese Pizza Grape Jamwich Cheese Stick Grahams Tomatoes	Steamed Broccoli Applesauce Mandarin Orange Fruit Punch Side Garden Salad
Week 5	Monday	Fish Nuggets with Mac & Cheese Hot Dog on Bun Grape Jamwich Cheese Stick Grahams Celery Sticks	Potato Wedges Oranges Fruit Cocktails Fruit Punch Side Garden Salad

Also Available Daily

- 1% White Milk
- Skim - Chocolate Milk
- Skim - Strawberry Milk

Elementary School Breakfast

Week	Day	Menu Item	
Week 1	Monday	Whole Grain Banana Bread	Apple
		Whole Grain Bagel with Cream Cheese	Diced Pears
		String Cheese	Apple Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
	Tuesday	Sausage & Cheese Biscuit	Oranges
		Cinni Minis	Fruit Cocktail
		Danimals Yogurt	Fruit Punch
		Assorted Cereal Bowl	Cinnamon Toast
	Wednesday	Scrambled Eggs	Blueberries
		Sausage	Applesauce
		Toast	Orange Juice
		Benefit Breakfast Bar	Assorted Cereal Bowl
		String Cheese	Whole Grain Graham Snacks
	Thursday	Whole Grain Pop Tart	Grapes
		French Toast Sticks	Strawberries
Danimals Yogurt		Craisins	
Cinnamon Toast		Fruit Punch	
Assorted Cereal Bowl			
Friday	Breakfast Pizza	Peaches	
	Whole Grain Pop Tart	Apple Juice	
	String Cheese	Assorted Cereal Bowl	
	Banana	Whole Grain Graham Snacks	
Week 2	Monday	Pancake Sausage Wrap	Blueberries
		Cinnamon Bun	Applesauces
		String Cheese	Orange Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
	Tuesday	Biscuit	Grapes
		Whole Grain Pop Tart	Craisins
		Cinnamon Toast	Fruit Punch
		Danimals Yogurt	Assorted Cereal Bowl
	Wednesday	Whole Grain Bagel with Cream Cheese	Peaches
		French Toast Stick	Banana
		String Cheese	Apple Juice
		Assorted Cereal Bowl	Whole Grain Graham Snacks
	Thursday	Biscuit & Sausage Gravy	Grapes
		Whole Grain Pop Tart	Strawberries
		Danimals Yogurt	Craisins
Cinnamon Toast		Fruit Punch	
Assorted Cereal Bowl			
Friday	Whole Grain Bagel with Cream Cheese	Banana	
	French Toast Stick	Peaches	
	String Cheese	Apple Juice	
	Assorted Cereal Bowl	Whole Grain Graham Snacks	
Week 3	Monday	Chicken Patty Muffin	Blueberries

		Waffle String Cheese Assorted Cereal Bowl	Applesauce Orange Juice Whole Grain Graham Snacks
	Tuesday	Whole Grain Donut Holes Egg Patty Melt Cinnamon Toast Danimals Yogurt	Craisins Fruit Punch Assorted Cereal Bowl
	Wednesday	Chicken Patty & Cheese Muffin Waffles String Cheese Assorted Cereal Bowl	Blueberries Applesauce Orange Juice Whole Grain Graham Snacks
	Thursday	Whole Grain Donut Holes Egg-Cheese Biscuit Cinnamon Toast Danimals Yogurt Assorted Cereal Bowl	Grapes Strawberries Craisins Fruit Punch
	Friday	French Toast Sticks Cherry Frudel String Cheese Assorted Cereal Bowl	Banana Peaches Apple Juice Whole Grain Graham Snacks
Week 4	Monday	Whole Grain Banana Bread Whole Grain Bagel with Cream Cheese String Cheese Assorted Cereal Bowl	Apples Diced Pears Apple Juice Whole Grain Graham Snacks
	Tuesday	Sausage-Cheese Biscuit Cini Minis Cinnamon Toast Danimals Yogurt	Orange Fruit Cocktail Fruit Punch Assorted Cereal Bowl
	Wednesday	Chicken Patty & Cheese Muffin Waffles String Cheese Assorted Cereal Bowl	Blueberries Applesauce Orange Juice Whole Grain Graham Snacks
	Thursday	Whole Grain Donut Holes Egg-Cheese Biscuit Cinnamon Toast Danimals Yogurt Assorted Cereal Bowl	Grapes Strawberries Craisins Fruit Punch
	Friday	French Toast Sticks Cherry Frudel String Cheese Assorted Cereal Bowl	Banana Peaches Apple Juice Whole Grain Graham Snacks
Week 5	Monday	Whole Grain Banana Bread Whole Grain Bagel with Cream Cheese String Cheese Assorted Cereal Bowl	Apple Diced Pears Apple Juice Whole Grain Graham Snacks

Also Available Daily

1% White Milk

Skim - Chocolate Milk

Skim - Strawberry Milk

Elementary & Robertsville Middle School Snacks

Week	Day	Menu Item
Week 1	Monday	Double Chocolate Muffin Milk
	Tuesday	Nacho Cheese Dorito 6 oz Juice
	Wednesday	Whole Grain Cheez-Its Danimals Yogurt
	Thursday	Blueberry Nutrigrain 6 oz Juice
	Friday	Blueberry Pop Tart Chocolate Milk
Week 2	Monday	Blueberry Muffin Milk
	Tuesday	Strawberry Yogurt Chex 6 oz Juice
	Wednesday	Whole Grain Goldfish Milk
	Thursday	Whole Grain Graham Crackers 6 oz Juice
	Friday	Strawberry Yogurt Chex Milk
Week 3	Monday	Double Chocolate Muffin Milk
	Tuesday	Strawberry Nutrigrain 6 oz Juice
	Wednesday	Scooby Snacks Chocolate Milk
	Thursday	Whole Grain Pop Tart 6 oz Juice
	Friday	Strawberry Yogurt Chex Milk
Week 4	Monday	Blueberry Nutrigrain Milk
	Tuesday	Whole Grain Goldfish 6 oz Juice
	Wednesday	Whole Grain Bagel Milk
	Thursday	Whole Grain Goldfish Crackers Yogurt
	Friday	Apple Frudel Chocolate Milk
Week 5	Monday	Blueberry Muffin Milk

PreK Lunch**(CACFP)**

Week	Day	Menu Item
Week 1	Monday	Mac & Cheese Green Beans Peaches
	Tuesday	Bosco Stick Pizza Sauce Corn Mandarin Oranges
	Wednesday	Soy Butter Jammer String Cheese Baby Carrots Craisins
	Thursday	Meatball Sub Salad Mandarin Oranges
	Friday	Cheeseburger on Bun Broccoli Applesauce
Week 2	Monday	Chicken & Waffle Sandwich Mixed Veggies Pears
	Tuesday	Penne Pasta with Meat Sauce Cucumbers Peaches
	Wednesday	Soy Butter Jammers String Cheese Baby Carrots Craisins
	Thursday	Popcorn Chicken Roll Edamame Applesauce
	Friday	Cheese Pizza Broccoli Pineapple
Week 3	Monday	Chicken Tenders with Breadstick Peas & Carrots Pears
	Tuesday	Cheeseburger on Bun Green Beans Applesauce
	Wednesday	Soy Butter Jammers String Cheese Celery Sticks Craisins
	Thursday	Cheesy Bread Sticks with Marinara Sauce

		Celery Sticks Orange Juice
	Friday	Cheese Pizza Baby Carrots Mandarin Oranges
Week 4	Monday	Chicken Patty on Bun Sweet Corn Peaches
	Tuesday	Potato Crusted Fish Roll Peas & Carrots Pears
	Wednesday	Soy Butter Jammers String Cheese Baby Carrots Applesauce
	Thursday	Popcorn Chicken Roll Emoji Fries Craisins
	Friday	Cheese Pizza Celery Mandarin Oranges
Week 5	Monday	Mac & Cheese Green Beans Peaches

Also Served Daily

1% White Milk

PreK Breakfast (CACFP)

Week	Day	Menu Item
Week 1	Monday	Chicken Biscuit Apple
	Tuesday	Whole Grain Blueberry Muffin Danimals Yogurt Orange
	Wednesday	Breakfast Pizza Applesauce
	Thursday	Cinnamon Toast Crunch String Cheese Apple
	Friday	Waffle with Syrup Peaches
Week 2	Monday	Whole Grain Bagel with Cream Cheese Egg Patty Apple
	Tuesday	Cinnamon Chex Cereal String Cheese Orange
	Wednesday	Chicken Sausage Biscuit Applesauce
	Thursday	Whole Grain Pop Tart Yogurt Mandarin Oranges
	Friday	French Toast Sticks Peaches
Week 3	Monday	Waffle with Syrup Apple
	Tuesday	Cinnamon Chex Cereal String Cheese Orange
	Wednesday	Chicken Biscuit Applesauce
	Thursday	Whole Grain Blueberry Muffin Danimals Yogurt Mandarin Oranges
	Friday	Chicken Sausage Biscuit Peaches
Week 4	Monday	French Toast Sticks with Syrup Apple
	Tuesday	Whole Grain Banana Bread Danimals Yogurt Orange
	Wednesday	Whole Grain Bagel with Cream Cheese Apple
	Thursday	Cinnamon Chex Cereal

		String Cheese
		Apple
	Friday	French Toast Sticks with Syrup
		Peaches
Week 5	Monday	Chicken Biscuit
		Apple

Also Served Daily

1% White Milk

PreK Snacks (CACFP)

Week	Day	Menu Item
Week 1	Monday	Pretzel Goldfish Milk
	Tuesday	Strawberry Chex Mix Milk
	Thursday	Cinnamon Chex Milk
	Friday	Doritos Capri Sun
Week 2	Monday	Mini Wheats Milk
	Tuesday	Craisins Milk
	Thursday	Cheez-its Milk
	Friday	Strawberry Chex Mix Capri Sun
Week 3	Monday	Applesauce Milk
	Tuesday	Goldfish Crackers Milk
	Thursday	Cinnamon Toast Crunch Milk
	Friday	Doritos Capri Sun
Week 4	Monday	Strawberry Chex Mix Milk
	Tuesday	Cheez-its Milk
	Thursday	Goldfish Crackers Milk
	Friday	Cheez-its Capri-Sun
Week 5	Monday	Mini Wheats Milk
	Tuesday	Pretzel Goldfish Milk
	Thursday	Doritos Milk
	Friday	Strawberry Chex Mix Fruit Juice
Week 6	Monday	Cinnamon Toast Crunch Milk

USDA Foods
 (INCLUDING RECORD OF USDA FOODS USED, MONTHLY ENDING
 INVENTORIES BY SCHOOL, TOTAL VALUE OF USDA FOODS BY SCHOOL)

SCHOOL NAME	COMMODITY ENDING INVENTORY – DECEMBER 2022
OAK RIDGE SCHOOLS PRESCHOOL	\$0.00
GLENWOOD ELEMENTARY SCHOOL	\$0.00
LINDEN ELEMENTARY SCHOOL	\$0.00
WILLOW BROOK ELEMENTARY SCHOOL	\$0.00
WOODLAND ELEMENTARY SCHOOL	\$0.00
JEFFERSON MIDDLE SCHOOL	\$0.00
ROBERTSVILLE MIDDLE SCHOOL	\$1,354.47
OAK RIDGE HIGH SCHOOL	\$3,414.56
SECRET CITY ACADEMY	\$0.00

SFA's À LA CARTE (SUPPLEMENTAL / SPECIAL SALES) FOOD ITEMS

Elementary School A la Carte Menu

Meat/Meat Alternate Serving	\$2.60
Vegetable Serving	\$1.30
Fruit Serving	\$1.30
Bread Serving	\$0.60
Milk	\$0.60
Whole Grain Rice Krispy Treat	\$1.00
Fresh Baked WG Choc Chip Cookie	\$1.00
Assorted Chips	\$1.00
16.9 oz. Bottled Water	\$2.00
Assorted Frozen Treats	\$1.00

Middle School A la Carte Menu

Meat/Meat Alternate Serving	\$2.60
Hot Sandwich with Meat/Meat Alternate	\$2.60
Cold/Deli Sandwich	\$2.60
Vegetable Serving	\$1.30
Fruit Serving	\$1.30
Bread Serving	\$0.60
Milk	\$0.60
Whole Grain Rice Krispy Treat	\$1.00
Fresh Baked WG Choc Chip Cookie	\$1.00
Assorted Chips	\$1.00
16.9 oz. Bottled Water	\$2.00
Assorted Frozen Treats	\$1.00 -\$1.50
Tropicana Orange/Apple Juice	\$2.00

High School A la Carte Menu

Meat/Meat Alternate Serving	\$2.60
Hot Sandwich with Meat/Meat Alternate	\$2.60
Cold/Deli Sandwich	\$2.60
Vegetable Serving	\$1.30
Fruit Serving	\$1.30
Bread Serving	\$0.60
Milk	\$0.60
Whole Grain Rice Krispy Treat	\$1.00
Fresh Baked WG Choc Chip Cookie	\$1.00
Assorted Chips	\$1.00
16.9 oz. Bottled Water	\$2.00
Tropicana Orange/Apple Juice	\$2.00
Diet Drinks	\$2.00

Minimum Food Specifications

All meals claimed for reimbursement must meet minimum state and federal guidelines.

For schools serving a K-5 population, lunch menus should contain a minimum of two entrée choices and four fruit and vegetable choices, as required by the Tennessee Student Health and Fitness Act (Section 59-10-310, et seq. and R.43-168).

Taxes are inclusive where applicable.

TDOE does not approve, evaluate or endorse specifications. Examples may include the following listed below:

Meat/Seafood—All meats, meat products, poultry products, and fish must be government-inspected.

- Beef, lamb and veal shall be USDA Grade Choice or better
- Pork shall be U.S. No.1 or U.S. No. 2
- Poultry shall be U.S. Government Grade A
- Seafood to be top grade, frozen fish—must be a nationally distributed brand, packed under continuous inspection of the USDA

Dairy Products—All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA—inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color—U.S. Grade A Fancy
- Canned fruits and vegetables selected to requirements—U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better

Baked Products

- Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards.

**SPECIAL FOOD SERVICE FUNCTIONS PLANNED
AND SERVED BY SFA IN THE PREVIOUS SCHOOL YEAR**

- Robertsville Middle School staff breakfast
- District Welcome Back lunch reception
- Principals' Meeting luncheon x 2
- Anderson County dinner distribution x 10 – Catering in coordination with ETHRA (East Tennessee Human Resources Agency)
- Summer Feeding Program – Catering in coordination with ETHRA (East Tennessee Human Resources Agency)

COST RESPONSIBILITY DETAIL SHEET

The following cost responsibility detail sheet is a necessary part of this proposal specification. Costs which are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA’s operation must be assigned by the SFA prior to the proposal opening and designated below:

Description	FSMC	SFA	N/A
Food:			
Food Purchases	X		
Commodity Processing Charges	X		
Processing and Payment of Invoices	X		
FSMC Employees:			
Salary/Wages	X		
Fringe Benefits and Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers Compensation	X		
Unemployment Compensation	X		
Preparation and Processing of Payroll	X		
SFA Employees:			
Wages		X	
Fringe Benefits and Insurance		X	
Retirement		X	
Payroll Taxes		X	
Workers Compensation		X	
Unemployment Compensation		X	
Preparation and Processing of Payroll		X	

Miscellaneous/Additional Items:

The items listed with an * are direct cost items which may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to their operation or designate them as N/A.

Description	FSMC	SFA	N/A
Cleaning/Janitorial Supplies	X	X	
Paper/Disposal Supplies	X	X	
Tickets/Tokens			X
School/Silverware/Glassware - Disposable	X		
Initial Inventory – District Owned Equipment		X	
Replacement During Operation		X	
Telephone			
Local		X	
Long Distance		X	
Uniforms	X		
Trash Removal			
From Kitchen	X		
From Dining Area	X		
From Premises		X	
Pest Control		X	
Equipment Replacement and Repair		X	
Non-Expendable		X	
Expendable (Small wares)	X		
Products and Public Liability			
Insurance	X	X	
Vehicle Maintenance		X	
Employee Recruitment – Initial Replacement	X		
Other Taxes and Licenses	X	X	
Office Materials	X	X	
Computer	X	X	
Software – POS System/Biometric Scanners		X	
Printing	X	X	
Promotional Materials	X		
Cell Phones	X		
Other (cannot include overhead expenses incurred by FSMC)	X		
Cleaning Responsibilities			
Food Preparation Areas (including Equipment)	X		

Serving Areas	X		
Kitchen Floors	X		
Dining Room Floors or Periodic Waxing/Buffering		X	
Hoods		X	
Grease Filters		X	
Daily Routine Cleaning of Dining Room Tables and Chairs	X		
Thorough Cleaning of Dining Room Tables and Chairs	X		
Cafeteria walls		X	
Kitchen walls	X		
Light Fixtures		X	
Windows		X	
Window coverings		X	
Grease Traps		X	
Duct Work		X	
Restrooms		X	
Exhaust Fans		X	

WRITTEN REPOSSES TO QUESTIONS FROM POTENTIAL OFFERORS

PROGRAM IDENTIFICATION

Oak Ridge Schools

Plans to participate in the following programs during the 2023-2024 school year in one or more schools: (please check all that apply)

- X National School Lunch Program (NSLP)
- X School Breakfast Program (SBP)
- X USDA Foods (Commodities) Program
- X Afterschool Snack Program – Elementaries & RMS
- X Child and Adult Food Care Program (CACFP) - Preschool Only
- X Adult Meals
- X Catering
- X A la Carte

* SUBJECT TO ADDITIONAL REGULATIONS AND/OR REQUIREMENTS TO BE SPECIFIED HEREIN.

SECTION SIX – Required FSMC Proposal Format and Attachments

The FSMC shall submit a Letter of Intent stating that the offeror is qualified to operate a nonprofit school food service program as described herein. (Attachment A)

The FSMC shall submit a Cost Reimbursable Cost Summary including the Projected Operating Statement (Attachment B & B-1). Both the letter and the Summary shall be signed by an individual who is authorized to commit the FSMC to a legally binding contract.

The FSMC shall submit an Evaluation of Rebates, Discounts, & Credits narrative to describe its process for tracking and managing rebates, discounts, and credits in regards to purchases made with funds from the SFA's school nonprofit food service account with itself, Vendors, distributors, manufactures, and other companies related to the services and products described in this RFP. In this narrative the Offeror can also describe how it differentiates itself from other Offerors with respect to rebates, discounts, and credits (Attachment C).

The FSMC shall submit with the RFP an assurance by a surety bond company authorized to do business in the State of Tennessee (Attachment D). The assurance is a statement from a surety company providing to the effect that the FSMC has the ability of obtaining a proper surety bond, if awarded the contract. If selected as the successful respondent, and upon award of the contract, a performance bond will be issued in the amount of 10 percent of annual projected contract value, subject to increase at SFA discretion. Said increase, if any, will be documented in form of an Amendment to the Agreement. Within five (5) days after signing the contract, the FSMC shall deliver to the SFA the executed performance bond payable to the SFA. The performance bond is held by the SFA as security for the faithful performance by the FSMC of all terms of the contract. FSMC's performance bond shall be written on an annually renewable basis. The term of the bond shall be one year, and it may be extended by a Continuation Certificate. A copy of all bonds relating to this agreement, must be sent to the TDOE by the SFA on a timely basis.

The FSMC must provide a Sample 21-day menu for breakfast and lunch service that reflects the regional food preferences of students in Tennessee. The FSMC menu should include reimbursable meals, a la carte items, promotional serving lines and other creative options. (Attachment E).

A nutrient analysis must accompany the menu to indicate all required dietary specifications have been achieved. (Attachment F).

Product descriptions and portion sizes for all meals must be included (Attachment G).

The FSMC shall describe a SFA marketing plan to be implemented and evaluated to increase the student, parent, and community understanding of the benefits of healthy eating habits and the contribution the school nutrition programs make to the nutrient needs of children (Attachment H).

The FSMC shall include a detailed training plan that explains how often training sessions will be conducted during the school year, for whom (managers, operators, cashiers, etc.) and what program areas the training will cover, and how evaluations will be used. A detailed transition plan will be provided for the FSMC's first year. Notwithstanding a higher minimum is required by USDA Professional Development guidelines, a minimum of ten hours training must be provided and documented for all child nutrition program employees on a yearly basis (Attachment I).

The FSMC shall include a plan for forming an advisory council and for involving students and parents in the child nutrition program. The plan should include specific strategies for involvement and a timeline (Attachment J).

The FSMC shall include with the response to this RFP a list of all National School Lunch Programs currently managed by the FSMC in the State of Tennessee or surrounding states. The FSMC shall also include all National School Lunch Programs managed in the past five years in the State of Tennessee. The address, contact person, and phone number of each account shall

be provided. Additional client references can also be attached. (Attachment K).

The profile of all FSMC's on-site personnel and corporate level staff to be assigned to this account shall be included in the response. The specific responsibilities or duties of each individual shall be outlined in the response. Experience in the operation and administration of the child nutrition programs is encouraged (Attachment L).

The FSMC shall include a balance sheet or annual report of the FSMC's last fiscal year of operation. The FSMC shall further disclose to the SFA any recent financial events or developments that are not represented in the above report. Any such information submitted shall be evaluated by the SFA to determine if the information could have a material effect on the FSMC's ability to successfully manage the SFA's child nutrition program (Attachment M).

The FSMC shall sign a "Drug-Free Workplace" policy (Attachment N).

The FSMC shall sign a "Non-Collusion Affidavit" (Attachment O), a "Certification Regarding Lobbying" (Attachment P), a "Disclosure of Lobbying" (Attachment Q), a "Certificate of Independent Price Determination" (Attachment R), an "Assurance of Civil Rights Compliance" (Attachment S), a Suspension and Debarment Certification (Attachment T), and EDGAR certifications (Attachment U).

The FSMC will include this document in its entirety as part of the FSMC's response to the RFP. All documents presented by the FSMC, including the RFP/contract and all appendices, and attachments will become part of the final contract.

SECTION SEVEN – Checklist for FSMC Attachments

The following information/documents shall be provided by the FSMC as part of the RFP

- Attachment A** Letter of intent
- Attachment B** Cost Plus Fixed Fee cost proposal with original signature
- Attachment C** Evaluation of Rebates, Discounts, & Credits
- Attachment D** Potential contractor certification and surety bond assurance statement
- Attachment E** Sample 21-day cycle menu
- Attachment F** Nutritional analyses for sample 21-day cycle menu
- Attachment G** Product descriptions for menus/items on sample 21-day cycle menu
- Attachment H** Marketing plan
- Attachment I** Training plan
- Attachment J** Plan for forming advisory council
- Attachment K** List of SFAs & Client References
- Attachment L** FSMC Personnel
- Attachment M** Annual report of the FSMC's last fiscal year of operation
- Attachment N** Drug-free workplace policy
- Attachment O** Non-collusion affidavit
- Attachment P** SFA Certification Regarding Lobbying
- Attachment Q** Disclosure of Lobbying
- Attachment R** Certificate of Independent Price Determination
- Attachment S** Assurance of Civil Rights Compliance
- Attachment T** Suspension and Debarment Certification
- Attachment U** EDGAR Certifications
- Attachment V** Iran Divestment Act Certification

LETTER OF INTENT

FSMC shall submit a letter of intent stating their qualifications to operate a nonprofit school food service program. Please include the following and limit the letter to 7 pages or fewer.

1. Provide a brief description of your company.
2. Provide a narrative describing the ability and experience to perform the terms and conditions of the RFP.
3. Briefly describe the FSMC's approach to the proposal and indicate any options, alternatives, or innovations in the management of the School Nutrition program for the District.
4. Provide information on the proposed candidate(s) for the position(s) of Food Service Supervisor & Assistant.
4. Describe the FSMC's transition plan.
5. Highlight the major features of the proposal and identify any supporting information pertinent to the proposal.

COST REIMBURSABLE PRICE COST PROPOSAL

Name of FSMC Submitting Proposal: _____

Mailing Address: _____

Telephone: _____

Date Submitted: _____

NOTICE TO PROPOSER:

This Cost Proposal must specifically record below the exact cost amount(s) in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall record only the cost proposed as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the School System shall determine the proposal to be nonresponsive and reject it.

The Proposer must sign and date the Cost Proposal.

The Proposer shall indicate on Page 2 of the Cost Proposal the offered price (Total Program Costs) for providing all services proposed including all services as defined in Section 3 & 4 of the RFP Document.

**Projected Operating Statement for Oak Ridge Schools Food Service Contract
2023-2024 School Year (Based on 180 Operating Days)**

Revenue Income – Annual Projection

Cash Sale Income:

Paid Breakfasts – Elementary	\$	_____
Paid Breakfasts – Secondary	\$	_____
Paid Lunches – Elementary	\$	_____
Paid Lunches – Secondary	\$	_____
Reduced Price Breakfasts – Elementary	\$	_____
Reduced Price Breakfasts – Secondary	\$	_____
Reduced Price Lunches – Elementary	\$	_____
Reduced Price Lunches – Secondary	\$	_____
All Ala Carte Sales Including Milk	\$	_____
Adult Lunch	\$	_____
TOTAL CASH INCOME	\$	_____

Reimbursement Income:

Paid Breakfasts	\$	_____
Paid Lunches	\$	_____
Reduced Price Breakfasts	\$	_____
Reduced Price Lunches	\$	_____
Free Breakfasts	\$	_____
Free Lunches	\$	_____
State Reimbursement	\$	_____
Total Reimbursement Income:	\$	_____

TOTAL ANNUAL REVENUE INCOME: _____ \$

Program Costs – Annual Projection:

Food for All Sales	\$	_____
District Labor Costs	\$	_____
District Fringe Benefit Costs	\$	_____
FSMC Labor Cost	\$	_____
Direct Expenses (soap, paper, plastics, etc.)	\$	_____
District Direct Expenses	\$	_____
Administrative Expense	\$	_____
Management Fee	\$	_____

TOTAL ANNUAL PROGRAM COST: _____ \$

Difference Between Revenue and Costs _____ \$

Adjusted Profit or Loss _____ \$

Amount to be Returned to the School District _____ \$

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least **Ninety (90)** days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the School System.

Proposer Signature and Date

EVALUATIONS OF REBATES, DISCOUNTS, & CREDITS

Offerors will be evaluated on its transparency as well as its performance and success in negotiating and returning rebates, discounts, and credits received by Offeror, other manufactures and Vendor, or companies related to products and services described in this RFP and resulting Awarded Contract. Any such rebates, discounts, and credits must accrue to the benefit of the SFA. This includes any SFA rebates, discounts, and credits that are contracted out to a third party for management, handling, payment, and/or processing.

Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value (such as reduction in pricing on non-SFA related purchases where SFA purchases were considered), or other direct or indirect remuneration from manufactures/Vendors or others persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the SFA's nonprofit food service account.

The narrative will need to include the following:

- a. A list and description of all rebates, discounts, and credits that Offeror estimates it will receive, if awarded the Contract, in relation to this RFP and based on estimations provided herein. The total value of the estimated rebates, discounts, and credits will not be used as an evaluation criterion. However, the Offerors ability to describe in sufficient detail how those rebates, discounts, and credits were estimated and the process by which those rebates, discounts, and credits flow back to the SFA will be evaluated. This information will be used to score how transparent an Offeror is with the SFA's rebates, discounts, and credits. Furthermore, this information will be used to set benchmarks to measure Contract performance during the terms of the awarded Contract and at Contract renewal.
- b. A list and description of all types of rebates, discounts, and credits that the Offeror may pass through to the SFA if awarded the Contract (e.g., volume rates, charge backs, purchasing rebates, other credits, and discounts). Be as specific as possible.
- c. Describe the Offeror's process of tracking, managing and payment of rebates, discounts, and credits back to customers such as SFA.
- d. If applicable, how the Offeror uses a third-party Vendor to manage, handle, pay, and/or process any portion of its rebates, discounts, and credits (e.g., rebate clearinghouse or rebate fulfillment centers).
- e. How the Offeror can aggregate and trace back applicable rebates, discounts, and credits to the SFA.
- f. Do you contract directly with manufacturers for the purposes of rebates, discounts, and credits?
- g. What percentage of all rebates, discounts, and credits will be retained by Offeror?
- h. Does Offeror pass through 100 percent of gross manufacturer and Vendor rebates, discounts, and credits?
- i. Describe any assumptions used for rebates, discounts, and credits that will not be fully disclosed.
- j. Provide an estimated percentage of rebates, discounts, and credits to be shared with SFA.
- k. Describe the frequency and measurement of rebates. Provide sample rebate reports provided to the SFA including one demonstrating how the rebates will be measured.

Proprietary Information: If these rebates, discounts, and credits are considered proprietary, indicate which rebates, discounts, and credits are proprietary and provided them in a separate attached envelop. This envelope will be labeled as proprietary financial information, RFP number, company name, address, and contact person. For purposes of transparency of the evaluation process, the collective total of all rebates, discounts, and credits proposed will be disclosed and cannot be considered proprietary. This collective total will be referred to as "Proposed Manufacturing Rebates, Discounts, and Credits"

POTENTIAL CONTRACTOR CERTIFICATION AND SURETY BOND ASSURANCE

Date Proposal Submitted: _____

Name of Firm Submitting Proposal: _____

Mailing Address: _____

Telephone: _____ Fax: _____

I certify by my signature below that the Per Meal Equivalent Guarantee quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in this RFP.

Signature: _____

Print or Type Name: _____

Title: _____

Telephone: _____ Date: _____

SURETY BOND COMPANY

1. Name: _____

Address: _____

2. Authorized in Tennessee Yes _____ No _____

Please include the Surety Bond Document Assurance Statement.

TWENTY-ONE DAY CYCLE MENU
(TO BE PROVIDED BY FSMC FOR RFP)

**21-DAY CYCLE MENU NUTRITIONAL ANALYSIS
(TO BE PROVIDED BY FSMC FOR RFP)**

PRODUCT DESCRIPTIONS AND CN LABEL PRODUCTS

(TO BE PROVIDED BY FSMC FOR RFP)

Must Meet the Following Minimum Food Specifications

Meats/Seafood: All meats, meat products, poultry, poultry products, and fish shall be government inspected.

- * Beef, lamb, and veal shall be USDA Grade Choice or better.
- * Beef must be at least 75:25 lean to fat, preferably 80:20 lean to fat.
- * Pork shall be US No. 1 or US No. 2.
- * Poultry shall be US Government Grade A.
- * Seafood shall be top grade; frozen fish must be a nationally distributed brand. All fish must also have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC.

Dairy Products: All dairy products shall be government inspected.

- * Fresh eggs, USDA Grade A or equivalent
- * Frozen eggs, USDA inspected
- * Milk pasteurized Grade A

Fruits and Vegetables

- * Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color—US Grade A Fancy.
- * Canned fruits and vegetables selected to requirements US Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices).
- * Frozen fruits and vegetables shall be US Grade A Choice or better.

Baked Products

- * Breads, rolls, cookies, pies, cakes, and pudding either prepared or baked on premises or purchased on a quality level commensurate with USDA breakfast and lunch requirement, as applicable.

Staple Groceries

- * Staple groceries to be a quality level commensurate with previously listed standards.

NOTE: Where vendors are available, all reasonable efforts will be made to propose all bread and milk locally to ensure highest quality for lowest cost.

All products purchased above under the “private label” brand from a food service distributor shall be at first quality or better.

MARKETING PLAN

Describe your marketing plan in detail:

Include in your response the answers to the following questions:

- 1. How will this plan be evaluated?**
- 2. How will this plan benefit the nutritional needs of the students?**

TRAINING PLAN

Describe your training program for managers and operators that will occur before and after the beginning of the school year. Indicate program areas it will cover, how they will be evaluated, and alignment to USDA Professional Development guidelines. Outline with dates and activities of your transition plan first year of operations.

FSMC will be responsible for assuring that all Professional standards are being met; as well as, HACCP food sanitation and safety, and any local applicable Health Department regulations and procedures such as but not limited to

1.0 TILT Policies

2.0 Food Safety and Sanitation

3.0 Furthering Food education, etc. etal.

Transition expectations are that FSMC would present a plan that the transitional process begin on the day of the awarded contract. SFA and FSMC will work together to implement the transition plan.

**PLAN FOR IMPLEMENTING AN ADVISORY COUNCIL
AND
INVOLVING STUDENTS AND PARENTS**

List of SFAs & Client References

SFAs where the FSMC is currently or has operated the non-profit child nutrition programs in Tennessee or surrounding states within the last five years. These will be considered client references. Additional client references can also be listed.

Organization Name	Contact Person	Address	Phone	Years of Operation in the SFA	Number of Schools Serviced

The evaluation committee may contact, by telephone or personal visit, an equitable and reasonable number of references for each responsive offeror. A subcommittee can be appointed to accomplish this task and to report the results in a documented manner to all other evaluators for consideration. However, it is permissible for the reference checks to be performed by one individual if this is the desire of the evaluation committee members. A written questionnaire is usually developed, identifying the reference and questions to be asked of the various references. A brief summary of the answers is then recorded on the form. Upon completion, evaluator(s) sign the document and report the information to all other evaluators.

FSMC PERSONNEL

The profile of all FSMC's on-site personnel and corporate level staff to be assigned to this account.

Annual Report of the FSMC's Last Fiscal Year of Operation

GOVERNMENTWIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

This part carries out the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) that applies to grants. It also applies the provisions of the Act to cooperative agreements and other financial assistance awards, as a matter of federal government policy. 7 CFR Part 400 requires the awarding official to obtain each recipient's agreement, as a condition of the award, to comply with the requirements of Subpart B and C of this regulation. 7 CFR Part 3021.200 through 3021.300 provides specific requirements that must be followed.

- A. There are two requirements if you are a recipient other than an individual.
1. Must make a good faith effort, on a continuing basis, to maintain a drug-free workplace by
 - (a) publishing a drug-free workplace statement and establish a drug-free awareness program as per 7 CFR 3021.205 through 3021.220);
 - (b) taking actions concerning employees who are convicted of violating drug statutes in the workplace 7 CFR 3021.225; and
 - (c) identifying all known workplaces under your federal awards 7 CFR 3021.230.
 2. The drug-free workplace statement must
 - (a) tell your employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in your workplace;
 - (b) specify the actions you take against employees for violating that prohibition;
 - (c) let each employee know that, as a condition of employment under any award, he or she
 - (1) will abide by the terms of the statement; and
 - (2) must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction; and
 - (d) must require that a copy of the statement described in 7 CFR 3021.205 be given to each employee who will be engaged in the performance of any federal award.
- B. The grantee must publish the drug-free workplace statement and establish a drug-free awareness program. If the grantee is a new recipient and does not currently have a policy statement as described in 7 CFR 3021.205 and an ongoing awareness program as described in 7 CFR 3021.215, the recipient must publish the statement and establish the program by the time listed below:
1. If the performance period of the award is less than 30 days, then you must have the policy statement and program in place as soon as possible, but before the date on which performance is expected to be completed.
 2. If the performance period of the award is 30 days or more, then you must have the policy statement and program in place within 30 days after award.
 3. If you believe there are circumstances that will require more than 30 days for you to publish the policy statement and establish the awareness program, then you may ask the Department of Agriculture awarding official to give you more time to do so. The amount of additional time, if any, to be given is at the discretion of the awarding official.
- C. There are two actions that must be taken if an employee is convicted of a drug violation in the workplace, as per Part 3021.225:
1. First, you must notify federal agencies if an employee who is engaged in the performance of an award informs you about a conviction, as required by 7 CFR 3021.205(c)(2), or you otherwise learn of the conviction. Your notification to the federal agencies must:

- (a) be in writing;
 - (b) include the employee's position title;
 - (c) include the identification number(s) of each affected award;
 - (d) be sent within ten calendar days after you learn of the conviction, and
 - (e) be sent to every federal agency on whose award the convicted employee was working. It must be sent to every awarding official or his or her official designee, unless the federal agency has specified a central point for the receipt of the notices.
2. Second, within 30 calendar days of learning about an employee's conviction, you must either:
- (a) take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, or
 - (b) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- D. The grantee must identify all known workplaces under each Department of Agriculture award. A failure to do so is a violation of your drug-free workplace requirements as contained in 7 CFR 3021.230. The grantee may identify the workplaces.
1. To the Department of Agriculture official making the award, either at the time of application or upon award; or
- In documents that you keep on file in your offices during the performance of the award, in which case you must make the information available for inspection upon request by Department of Agriculture officials or their designated representatives. Your workplace identification for an award must include the actual address of buildings (or parts of buildings) or other sites where work under the award takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).
2. If you identified workplaces to the Department of Agriculture awarding official at the time of application or award, as described in paragraph 1.(a) of this section, and any workplace that you identified changes during the performance of the award, you must inform the Department of Agriculture awarding official.
- E. As an individual recipient according to 7 CFR 3021.300, an individual recipient must agree that
- 1. They will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity related to the award; and
 - 2. If you are convicted of a criminal drug offense resulting from a violation occurring during the conduct of any award activity, you must report the conviction
 - (a) In writing.
 - (b) Within 10 calendar days of the conviction.
 - (c) To the Department of Agriculture awarding official or other designee for each award that you currently have, unless 7 CFR 3021.301 or the award document designates a central point for the receipt of the notices. When notice is made to a central point, it must include the identification number(s) of each affected award.

Check if there are workplaces on file that are not identified here.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder neither possesses a business relationship with any employee of the District which may be involved in the award or administration of the project nor has received or solicited either directly or indirectly any inside information from an employee of the District which would give the bidder an advantage over any other bidder; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to (or affirmed) before me this _____ day of

_____.

Signature of Officer

Notary Signature

Typed Name of Officer

Office

Notary Seal

WARNING! PROPOSALS WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT IS COMPLETED AND EXECUTED, INCLUDING THE AFFIDAVIT OF THE NOTARY AND THE NOTORIAL SEAL.

**SCHOOL FOOD AUTHORITY
Certification Regarding Lobbying**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or propose for such an award must file the required certification.

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

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

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

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

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

Name/Address of Offeror Organization

Printed Name/Title of Submitting Official

Signature and Date

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31
 U.S.C. 1352 (See Reverse for public burden
 disclosure.)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (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 negotiated procurement, directly or indirectly to any other offeror or to any competitor.
 - (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 certifies that he or she is responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

He or she is not the person in the offeror’s organization responsible within that organization 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.

Signature of Vendor’s Authorized Representative

Date Title

In accepting this offer, the sponsor certifies that the sponsor’s officers, employees, or agents have not taken any action that may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative

Assurance of Civil Rights Compliance

FSMC Name: _____

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

(Sign)

(Date)

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

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

SUSPENSION AND DEBARMENT CERTIFICATION

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

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

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

(Read instructions on page two before completing certification.)

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

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

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

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

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

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

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

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

EDGAR CERTIFICATIONS
FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Oak Ridge Schools is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Oak Ridge Schools along with your proposal.

The following certifications and provisions are required and apply when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Oak Ridge Schools expends federal funds, Oak Ridge Schools reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Oak Ridge Schools expends federal funds, Oak Ridge Schools reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Oak Ridge Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Oak Ridge Schools believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and Oak Ridge Schools reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when Oak Ridge Schools expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Oak Ridge Schools expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when SAISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by SAISD resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by SAISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by Oak Ridge Schools member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by Oak Ridge Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (1) Pursuant to Federal Rule (I) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by Oak Ridge Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
- (2) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (3) 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.
- (4) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**EMPLOYMENT VERIFICATION
FAR 22.18**

As applicable, and as a condition for the award of any Federal contract at \$50,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Oak Ridge Schools for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$50,000 OF FEDERAL FUNDS**

When federal funds are expended by Oak Ridge Schools, and/or its cooperative members, for any contract resulting from this procurement process in excess of \$50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Oak Ridge Schools expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor _____

CERTIFICATION OF ACCESS TO RECORDS — 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor _____

Vendor agrees to comply with all federal, state, and local laws, rules, regulations *and* ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

City, State, Zip Code: _____

Phone #: _____

Fax #: _____

Email Address: _____

Corporate/Company Website: _____

UEI #: _____

CAGE #: _____

Oak Ridge Schools RFP#: _____

IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to Tennessee Code Annotated § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department's Central Procurement Office*. When competitive bidding is required, Tennessee Code Annotated § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to *T.C.A.* § 12-12-106.

Signature

Date

Printed Name

Title

Name of Firm/Company

SECTION EIGHT – Contract Authorization*

*Contract authorization must be submitted to TDOE with entire FSMC response and proof of school board approval.

The offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations. The offeror certifies that all terms and conditions within the RFP shall be considered a part of the Contract as if incorporated therein. No modifications or changes may be made to this Contract without full consent of all signators. Any additions or changes to the Contract that change or negate the mandatory portions of the contract as written will automatically invalidate the contract. This Contract shall be in effect for one year and may be renewed by mutual agreement for four (4) additional one-year periods. All signatures must be original and must be in place prior to the commencement of any contractual work.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

Witness

Name of SFA

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

Witness

Name of FSMC

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

SECTION NINE – RFP Evaluation

List Names and Titles of Evaluation Committee Members

Member Name [May be redacted during the RFP process]	Role / Title
Dana Paolucci	Business Services Coordinator
Jenifer Laurendine	School Principal
Larrissa Henderson	Director of Pupil Services
Jennifer Milligan	Assistant Principal
Marcia Wade	Coordinated School Health

Evaluation Committee Guidance

The SFA’s procurement officer or other acceptable appointee serves as the chairperson of the evaluation committee. The chairperson must address the following areas before the evaluation process begins.

1. **CONFLICT OF INTEREST**—No member of the evaluation committee may be an agent for, employee of, associated or affiliated with an FSMC in any manner. Additionally, no conflict of interest shall exist for any member of the evaluation committee (i.e., (1) part ownership in any company submitting an offer, (2) immediate family member works for or has part ownership in any company submitting an offer, and/or (3) any other reason why a member of the evaluation committee cannot give an impartial evaluation).
2. **INDEPENDENT EVALUATION**—Each member of the evaluation committee must score each and every proposal independently.

For emphasis in understanding and rating proposals, it is suggested that proposals be read and rated a second time. (First reading check against RFP requirements; second reading should be more comprehensive.)

After all proposals are scored, a committee meeting will be held for the purpose of general discussions prior to finalizing scores in ink and making an award. All information is confidential until such time as an award is issued.

3. **NONRESPONSIVE PROPOSAL**—Proposals not complying with all essential requirements will be considered non-responsive and therefore rejected. Evaluation (scoring) will not be performed. The procurement official is responsible for any final determination of responsiveness. (Check responses against requirements of the RFP. Read and be prepared to discuss if considered non-responsive.)
2. **RATING STRUCTURE**—Subject to the provision referenced herein, the evaluation points for each award criteria are as selected by the SFA and indicated on the evaluation sheet.
5. **COST (“per meal equivalent guarantee”)**—The points for the price/cost section of the evaluation will be figured by a SFA official as specified in this section. The evaluation committee should initially evaluate all proposals without consideration of cost. The per meal equivalent guarantee is to be calculated using the lowest per meal equivalent guarantee submitted by any offeror divided by the per meal equivalent guarantee offered

by the specific FSMC being evaluated. That result shall then be multiplied by the weighted amount to obtain the maximum points to be awarded for each proposal.

6. **DOCUMENTATION OF SCORING**—Evaluation committee members may support their reasoning for discussions and scoring with appropriate documentation or notes. Any such documentation or notes must be made on a separate work sheet for each offeror. Work sheets and evaluator's notes will not be taken up or become a part of the file. Evaluative documents pre-decisional in nature containing technical evaluations and recommendations are exempted from public disclosure so long as the contract award does not expressly adopt or incorporate those evaluative documents reflecting the pre-decisional deliberations. Do not write in the proposals or on the final score sheets, which when turned in, become part of the procurement file.
7. **ORAL PRESENTATION**—The committee may request an oral presentation from offerors. In that event, all qualified offerors must be afforded the opportunity to give oral presentations. Presentations made by the FSMCs shall be confidential. Discussions must not be held with anyone other than the procurement official or the other evaluation committee members while in an officially called evaluation committee meeting. All information is confidential until such time as an award is issued.
8. **PROTEST HEARING**—All decisions by the committee are subject to protest. Each member and/or the entire committee may be called upon to explain or defend their individual ratings.

RFP Evaluation Scoring Sheet

Evaluator Name: _____

Name of FSMC: _____

Evaluation Criteria	Maximum Score	FSMC Score
Cost Proposal (to be determined by the Cost Proposal Evaluation on the following page)	30	
Quality and variety of menus (including product specifications and nutrient analysis)	10	
Capacity and experience of FSMC (includes total business experience, as well as experience with similar size SFAs and schools, to include references)	15	
Financial condition/stability and business practices	5	
Accounting and reporting systems	5	
Experience of proposed on-site management team (includes total business experience, as well as experience with similar size SFAs and schools)	15	
Transparency & reporting of rebates, discounts, & credits	5	
Personnel management and professional standards/training plan	5	
Promotion/marketing plan	5	
Involvement of students, staff, and parents	5	
Total	100	

I certify that I have read the evaluation committee guidance, reviewed each offeror’s proposal in its entirety, and completed a scoring sheet for each proposal.

I understand that all scoring sheets shall be retained by the SFA and made available for public review in the event of a protest or audit.

Any employee or any official of the SFA, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value as an inducement or intended inducement in the procurement of business or the giving of business for, or to or from, any person, partnership, firm, or corporation offering, proposing for, or in open market seeking to make sales to the SFA shall be deemed guilty of a felony, and upon conviction, such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.

Signature: _____

Print Name: _____

Date: _____

Cost Proposal Evaluation Format

The RFP Coordinator shall use the following to calculate the Proposer total proposed cost for the purposes of evaluation.

The RFP Coordinator shall use the following matrix to calculate the score for the cost proposal. Calculations shall result in numbers rounded to two decimal places. The matrix represents the formula:

$$\frac{\text{Lowest Cost Proposal}}{\text{Proposal Being Evaluated}} \times \text{Maximum Cost Points} = \text{Points for Proposal Being Evaluated Cost}$$

1	Lowest total proposed cost amount from <u>all</u> proposals:	
2	The total proposed annual program cost for <u>this</u> proposal:	
3	The amount calculated by dividing the amount in row one (1) by the amount in row (2) above:	
4	The maximum number of points that shall be awarded for the Cost Proposal category:	30
5	The product calculated by multiplying the amount in row three (3) above times the number in row four (4) above:	
THE NUMBER IN ROW FIVE (5) IS THE COST PROPOSAL SCORE		

Evaluation of Requirements Checklist

RFP Coordinator: Dana Paolucci

FSMC Name: _____

Provided:	YES	NO
A. The FSMC submitted a letter of intent and a cost proposal with signature		
B. The FSMC submitted with the request for proposal an assurance, by a surety bond company authorized to do business in the State of Tennessee.		
C. The FSMC included a 21-day cycle menu including product specification for all food items necessary to prepare the menu cycles. Nutritional analyses of all menus in the 21-day cycle are included.		
D. The FSMC included detailed training & marketing plans. FSMC described training that will be provided during any transition period.		
E. The FSMC included a plan for forming an advisory council.		
F. The FSMC provided adequate experience and qualifications information in the form of references, TN FSMC programs, and annual financial reports.		
G. The FSMC completed all required compliance certifications.		
<p>Proposals for which ALL applicable items are marked by the RFP Coordinator are determined to have met the basic requirements for responsive proposals.</p> <p>The Proposal Evaluation Team must review any applicable items that are NOT marked to determine if:</p> <ul style="list-style-type: none"> • The proposal sufficiently meets basic requirements; • The school system shall request clarification(s) or correction(s); or • The school system shall deem the proposal nonresponsive and reject it. <p>The Proposal Evaluation Team must attach a written determination for each applicable item that is NOT marked.</p>		

SECTION TEN – Unallowable Contract Provisions

The following indicate problem areas that have been identified in SFA-FSMC contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure that these areas have not been included, in any form. Indicate with a check mark (✓) in each block that the review of the document(s) indicates that there are no such provisions in the reviewed document(s), unless specified below.

Check (✓) as described above.

- 1. **Cost Plus a Percentage of Cost/Income**—cost plus a percentage of cost/income to the FSMC, however represented.
- 2. **Duplicate Fees**—fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.
- 3. **Purchasing**—if the SFA does the purchasing, clauses that limit the selection of vendors to only FSMC-approved vendors. (FSMC may not serve as a vendor.)
- 4. **Acceleration Clause**—provisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not re-negotiated.
- 5. **Interest Payments**—interest payments to the contractor, however represented, including interest payments for equipment purchases.
- 6. **Guaranteed Return**—“guaranteed return” provisions unless the “return” remains in the nonprofit school food service account. “Returns” cannot be contingent upon multi-year contract duration.
- 7. **Delegation of SFA Responsibilities**—FSMC responsibility for any of the functions that must be retained by the SFA.
- 8. **Automatic Renewal**—provisions which automatically renew the contract.
- 9. **Processing Contracts**—contract document language that permits the FSMC to subcontract USDA foods for further processing.
- 10. **USDA Food Rebates, Prepayment or Other Procurement Bonuses, Special Promotions**—contract document language that permits such rebates, special promotions, or other financial purchasing incentives to accrue to the FSMC or any other entity besides the SFA’s nonprofit child nutrition program.

For the item(s) above not checked (✓), indicate item number(s) with corresponding page number(s) of document(s) where provision(s) appears.

Item Number(s)	Page Number(s)
_____	_____
_____	_____
_____	_____