

# Request for Proposal (RFP)/Fixed-Price Contract

## Food Service Management Company Contract Meal Services

John White  
State Superintendent of Education  
SY 2018-19

Mr. James D. Garvey, Jr.

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## General Information

### A. Intent

The public opening will be on:  
(Date) May 2, 2018  
(Address) 300 N Broad St.  
(Time) 10:00 AM (CST)

Proposals will not be accepted after this time. The proposal is to be submitted in a sealed envelope marked *Food Service Management Proposal*.

2. The SFA/Sponsor reserves the right to reject any or all proposals when there are sound documented reasons to do so.
3. To be considered, each offerer must submit a complete response to this solicitation **using the forms provided**. No other documents submitted with the Request for Proposal/Contract will affect the contract provisions, and there may be no modification to the Request for Proposal/Contract language.
4. Award shall be made to the qualified and responsible offerer whose proposal is responsive to this solicitation. A responsible offerer is one who's financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
5. Offerers or their authorized representatives are expected to fully educate themselves as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the offerer's own risk, and he or she cannot secure relief on the plea of error. The SFA/Sponsor is not liable for any cost incurred by the offerer prior to the signing of a contract by all parties. Paying the FSMC from the Child Nutrition Program (CNP) funds is prohibited until the contract is signed.
6. If additional information is required, please contact:

Name: Rebekah Cain (rcain@firstlineschools.org)  
Telephone Number: (504)267-9038

#### E. Late Proposals

Any proposal received after the exact time specified for receipt will not be considered.

#### F. Proposal Protests

Any action which diminishes open and free competition seriously undermines the integrity of the procurement



# Standards Terms and Conditions

## I. Scope and Purpose

- A. **Duration of Contract.** The effective date may be different than July 1, but the termination date must be June 30<sup>th</sup> (SFA's only). Keep in mind that the effective date may not occur prior to the date on which the contract is signed and approved by the state agency. This contract shall be for a period of up to one year, beginning on August 1, 2018, and ending on June 30, 2019, with up to four 1-year renewals with mutual agreement between the SFA/Sponsor and the FSMC (7 CFR Part 210.16(d)).
- B. The FSMC shall operate in conformance with the SFA/Sponsor agreement with the Louisiana State Department of Education, Division of Nutrition Support.

The SFA/Sponsor must check only the program(s) to operate. The programs listed here should agree with those listed in Attachment K. If a program is added later (i.e., a breakfast program), the appropriate procurement procedures must be followed.

National School Lunch Program (NSLP)

Extra Sales

School Breakfast Program (SBP)

Adult Meals

After School Snack Program (ASSP-NSLP)

Catering

Summer Food Service Program

Contract Meals

Fresh Fruit and Vegetable Program

Vending/Concessions

Child and Adult Care Food Program (CACFP)

Farm to School Program

- C. The FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the SFA/Sponsor in Attachment K. The SFA/Sponsor may request of the FSMC additional programs. Any additional food service cannot constitute a material change to the contract. If a material change will occur, the contract would need to be rebid. (USDA's *Contracting with Food Service Management Companies – Guidance for School Food Authorities-May, 2016*).

A material change is defined as:

Any change made to a contract after it has been awarded that alters the terms and conditions of that contract

- G. All income accruing as a result of payments by children and adults, federal reimbursements, and all other income from sources such as donations, special functions, catering, extra sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in the SFA's/Sponsor's food service account. Any profit or guaranteed return shall remain in the SFA's/Sponsor's food service account. The SFA/Sponsor and the FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract which are both prohibited, as required under United States Department of Agriculture (USDA) Regulations 7 CFR Part 210.16(c).

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

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 (Appendix II of 2 CFR Part 200 (D)).

W. The FSMC shall comply with the *Buy American Provision* for contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The FSMC is required to purchase, to the maximum extent practicable, domestic commodities and products.

The SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

A. Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

The FSMC will include the “BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES with their bid. The FSMC must identify all food products bid by the Company that do not meet the definition of “domestic” on this document. In the event the SFA receives a proposal from an FSMC that does not include this Information, the SFA is to consider the proposal non-responsive.

X. The FSMC must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321)

Y. 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 (Appendix II of 2 CFR Part 200 (F)).

(CACFP) at any of the SFA's/Sponsor Food Service locations, SFA/Sponsor and FSMC agree to comply with all regulations set forth in 7 CFR Part 226, Child and Adult Care Food Program Regulations, Louisiana Food and Nutrition Programs, Policies of Operation, and all other Federal and State laws (including IRS), regulations, policies, instructions and requirements established for this Program (Appendix II of 2 CFR Part 200 (H)).

BB. (SFAs only) In the event that the FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of the SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools (applies to School Food Authorities only) SFA and FSMC further agree that not more than 10% of the total funds expended to the school and/or schools for operation of the FFVP may be used for administrative expenses. All

## Calculation of Lunch Equivalent Rate (to be completed by the SFA)

Current Year Federal Free Rate of Reimbursement: \$3.29  
Current Year Value of USDA Entitlement Donated Foods: \$0.23  
Current Year Value of USDA Bonus Donated Foods:  
Total Lunch Equivalent Rate: \$3.52

EE. The FSMC shall provide staff to manage the food service operations and supervise all employees employed therein.

FF. The charge to the SFA/Sponsor for FSMC's fee is to be clearly identified in the proposal.

GG. Procurement/Payment Terms/Method: The FSMC shall invoice the SFA/Sponsor at the end of each month for amounts due based on on-site records. The SFA/Sponsor shall make payments within thirty (30) business days of receipt of the invoice. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable. This prototype specifies the meal fee structure as a maximum flat fee per reimbursable meal served to a student (not number of meals delivered). The maximum flat fee per meal includes the allowable direct costs of the preparation and service of the reimbursable meals including food, labor, and other expenses. The flat fee proposed for meals served under the NSLP, SBP, and CACFP must include the cost of serving milk. The flat fee proposed for meals served under SFSP must be unitized with or without milk or juice. No other fees may be charged to the SFA/Sponsor.

Federal regulations allow contracts to be of a duration no longer than one year with

the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CR Part 200.322).

## Contract Award Criteria

Proposals will be evaluated by a committee against the following criteria with assigned weights in the following categories. Each area of the award criteria must be addressed in detail in the proposal. After proposals are received from vendors, score each proposal according to the predetermined weight of each criteria.

The SFA must require the FSMC to use OMB-approved government wide standard information collections when providing financial and performance information (2 CFR Part 200.301).

Selection of the successful offeror is made principally on the basis of price (2 CFR Part 200.320). Price must be the primary factor. The contract is awarded to the proposal that is most advantageous to the program (2 CFR Part 200.320(d)(4))

Maximum Points	points	Criteria
30	points	Cost (FSMC with the lowest price receives the maximum points. The other vendors receive points equal to the lowest price divided by their meal price x maximum points. Do not round).
25	points	Service Capability Plan
10	points	Years of Experience in working with Child Nutrition Programs 10+ years=10 points                      5 years=5 points 9 years=9 points                         4 years=4 points 8 years=8 points                         3 years=3 points 7 years=7 points                         2 years=2 points 6years=6 points                         1 year=1 point
15	points	Financial Conditions/Stability, Business Practices
10	points	Accounting and Reporting Systems
10	points	Promotion of the Child Nutrition Program (FSMCs should be very specific as to their plans for promoting the Child Nutrition Programs. The SFA will rate the FSMC based on the specific plan proposed).
100	points	Total Points

GG.The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' *Individual Educational Plans (IEPs)* or 504 Plans and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.

HH.The SFA/Sponsor will make the final determination of



ii. Designation of Program Expenses to



#### IV. Free and Reduced Price Meals Policy-(SFA's Only)

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.
- B. The FSMC shall implement an



- S. Extensions or renewals of the contract, if applicable are contingent upon the fulfillment of all contract provisions relating to donated foods.

## VI. Health Certifications

- A. The SFA/Sponsor shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA/Sponsor facility (7 CFR Part 210.16(a)(7)).
- B. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA/Sponsor facility in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations 7 CFR Part 210.16(c) (2).
- C. (SFSP Only) The FSMC must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform with the standards set by local health authorities. The results of the inspections must be submitted promptly to the sponsor and to the State agency.

## VII. Meals

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA/Sponsor.
- B. Meals must meet meal pattern requirements and nutrition standards as specified in the attachments for the programs included in this proposal.
- C. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this Contract, the FSMC shall assume the responsibility for the amount denied.
- D. The SFA/Sponsor shall retain control of the quality, extent, and general nature of the food service (7 CFR Part 210.16(a) (4)).
- E. The Request for Proposal contains a 21-day cycle menu developed in accordance with the provisions of 7 CFR Part 210.10, to be used as a standard for the purpose of basing proposals or estimating average cost per meal. A school food authority with no capability to prepare a cycle menu may, with written state agency approval, require that each food service management company include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR Part 210.10, with its proposal. The food service management company must adhere to the cycle menu for the first 21 days of meal service. Changes thereafter may be made with the approval of the school food authority (7 CFR Part 210.16(b)(1)). The FSMC shall adhere to the 21-day cycle menus and portion sizes specified by the SFA/Sponsor in Attachments N1-N15, O1-O15, P1-P2, Q1-Q2, S1-S2, and T1-T2..
- F. (SFA's Only) In order for the FSMC to offer extra sales/a la carte food service, the FSMC must offer free, reduced price, and full price reimbursable meals to all eligible children (7 CFR Part 210.16(a)).
- G. (SFA's Only) The FSMC shall provide meals that meet the regulatory requirements as set forth in the Final Rule on Nutrition Standards in the National School Lunch and School Breakfast Programs, published on January 26, 2012.
- H. The FSMC shall promote maximum participation in the CNP.
- I. The FSMC shall provide the specified types of service in the schools/sites listed in Attachment K, which is a part of this contract.
- J. (SFA's Only) The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- K. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA/Sponsor for each food component in the meal pattern, or do not otherwise meet the requirements of this Contract. Specifications shall

cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time (7 CFR Part 210.16(c)(3)).

L. The following requirements apply when meals are delivered from a central kitchen:

(SFAs Only) The vendor shall provide the SFA with a completed production record that includes all information except for the number of meals served, leftovers, dispensation of leftovers, and temperature of food upon receipt. All information from the LDOE prototype SFS-6 report must be included in the production record. The meals served, leftovers, dispensation of leftovers, and ending temperature shall be completed at the end of meal service and provided to the SFA.

The FSMC will provide the SFA/Sponsor with all CN Labels, ingredient labels, and recipes used in the preparation of meals. The SFA will maintain these records on site at all times.

The vendor shall provide a delivery slip with the date and the number of meals delivered. The SFA/Sponsor authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.

Meals must be delivered in closed-topped, sanitary vehicles.

Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.

When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA/Sponsor-authorized representative or his/her designee immediately by phone indicating the reasons for the need for substitution.

The SFA/Sponsor reserves the right to inspect and determine the quality of food delivered. The SFA/Sponsor may reject and not pay for any meals or components that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.

The SFA/Sponsor will obtain meals from other sources if meals are rejected or if an insufficient number of meals are delivered. The SFA/Sponsor will contact the vendor immediately regarding the reasons for rejected meals or if an inadequate number of meals is delivered. If the vendor cannot replace meals in time for meal service, then the SFA/Sponsor can obtain meals from another source and deduct the actual cost of such meals from the monthly bill of the vendor. The vendor is responsible for the costs of replacement meals.

The SFA/Sponsor will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed in Attachment J, or as otherwise stated in this contract.

Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.

All refrigerated foods shall be delivered at an internal temperature of 41°F or below.

All frozen food shall be delivered at 0°F or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors.

All hot food shall be delivered with an internal temperature of 135°F or above.

(SFSP Only) All meals prepared by a FSMC shall be unitized, with or without milk or juice (based on the contract).

(SFSP Only) FSMCs may not subcontract for the total meal, with or without milk, or for the assembly of the meal.

## VIII. Books and Records

- A. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA/Sponsor will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA/Sponsor no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. (SFA's Only) The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement 7 CFR Part 210.16(c)(1).
- B. All records relating to the Contract, including subsequent renewal Terms, if applicable, are the property of the SFA/Sponsor and shall be maintained in original form on SFA/Sponsor premises for the duration

of the Contract. At any time during the Contract, the SFA/Sponsor reserves the right to require the FSMC to surrender all records relating to the Contract to the SFA/Sponsor within 30 days of such request 7 CFR Part 210.16(c)(1).

Such records shall include, but are not limited to:

- All data materials, and products created by the FSMC on behalf of the SFA/Sponsor and in furtherance of the Services
- Production records, including quantities and amounts of food used in preparation of each meal and food component of menus
- Standardized recipes and yields from recipes
- Processed product nutritional analysis
- Dates of preparation of meals
- Number of meals and locations where meals were delivered
- Signed delivery slips
- Nutritional content of individual food items and meals as delivered
- Bills charged to SFA/Sponsor for meals delivered under this contract including the credit of USDA commodities where applicable
- Inventory records
- Food and proposal specifications
- All documents and records as noted in this *Request for Proposal and Contract*

- C. Completed participation records, including claim information, shall be submitted to the SFA/Sponsor no later than the third working day succeeding the week in which services were rendered. SFA's must receive participation records and claim information by eligibility category.
- D. (SFAs Only) The SFA shall perform edit checks on the participation records provided by the FSMC no later than the fifth working day succeeding the week in which services were rendered.
- E. Upon expiration or termination of the Contract, the FSMC shall surrender all records as noted above, relating to the initial Contract and all subsequent renewal Terms, if applicable, to the SFA/Sponsor within 30 days of the Contract expiration or termination.
- F. The SFA/Sponsor shall retain all records relating to the initial Contract and all subsequent renewal Terms for a period of three years either from the date the final Contract renewal Term has expired, receipt of the final payment under the contract is recorded, or after the SFA/Sponsor submits the final Claim for Reimbursement for the final fiscal year of the contract (7 CFR Part 210.23 (c)).
- G. The FSMC shall provide the SFA(Sponsor) with a year-end statement.
- H. The SFA/Sponsor shall conduct an internal audit of food, labor, meal requirements, meal equivalent calculations and other large expense items quarterly as well as performing random audits on smaller expense categories.
- I. The SFA/Sponsor and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's/Sponsor's single audit.
- J. The FSMC will make all records available to the SFA upon request; and retain all records for a period of

- A. The SFA/Sponsor must designate if **CURRENT** SFA/Sponsor employees, including site and area managers as well as any other staff, will be retained by the SFA/Sponsor or be subject to employment by the FSMC. This must agree with the informat



- L. All SFA, Sponsor, and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.
- M. The FSMC shall conduct civil rights training for all food service employees, including front-line staff, upon

Any changes made by the FSMC after the first initial menu cycle for the NSLP, SBP, SFSP, CACFP, and/or ASSP may be made only with the approval of the SFA.

## XII. Use of Facilities, Inventory, Equipment, and Storage

- A. The SFA/Sponsor will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA/Sponsor or FSMC shall provide all equipment to hold and serve the meals.
- C. The SFA/Sponsor reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CNP.
- D. The FSMC and the SFA/Sponsor shall inventory the equipment owned by the SFA/Sponsor at the beginning of the school year, including (but not limited to) silverware, trays, chinaware, glassware, and/or kitchen utensils. The FSMC will be responsible for correcting any discrepancies that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory.
- E. The FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by the SFA/Sponsor.
- F. The SFA/Sponsor will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
- G. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods (SFAs Only) in conformance with the SFA's agreement with the state agency.
- H. The FSMC shall provide the SFA/Sponsor with one set of keys for all food service areas secured with locks.
- I. (SFAs Only) The SFA shall provide the FSMC with local telephone service.
- J. The SFA/Sponsor shall furnish and install any equipment and/or make any structural changes needed to

- R. The FSMC shall surrender to the SFA(Sponsor), upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear excepted.

### XIII. Purchases

If the FSMC is procuring goods or services which are being charged to the SFA/Sponsor under the contract outside of the fixed price per meal (i.e. equipment), the FSMC is acting as an agent for the SFA/Sponsor and must follow the same procurement rules under which the SFA/Sponsor must operate and the FSMC may not serve as a vendor. Any rebates, discounts, and applicable credits associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the SFA/Sponsor.

Any purchase of food must meet the specifications listed in Attachment L.

(SFAs Only) The FSMC will buy the beginning inventory, exclusive of commodities, from the SFA.

### XIV. Sanitation

- A. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA/Sponsor.
- B. The SFA/Sponsor shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated in Attachment J.
- D. The FSMC shall operate and care for all equipment and food service areas in a clean safe, and healthy condition in accordance with the standards acceptable to the SFA/Sponsor and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- E. The SFA/Sponsor shall clean ducts and hoods above the filter line.
- F. The SFA/Sponsor shall provide extermination services as needed.
- G. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.
- H. The FSMC shall prepare a sample plate that includes all potentially hazardous foods served. The



FSMC or the SFA/Sponsor may terminate the contract by giving 30 days written notice to the other party.

Neither the FSMC nor the SFA/Sponsor shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, flood, acts of God, or for any acts not within the control of the FSMC or the SFA/Sponsor, respectively, and which, by the exercise of due diligence, it was unable to prevent.

## XVIII. Certification

- A. The FSMC has signed the *Certification of Independent Price Determination*, Attachment U, which was attached to the FSMC's proposal and which is incorporated herein by reference and made a part of this contract.
- B. The FSMC has signed the *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*, Attachment V, which was attached to the FSMC's proposal and is incorporated and made a part of this contract. This is required of contracts of \$25,000 or more. (Appendix II of 2 Part CFR 200 (H)).
- C. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857{h}), Section 5

F. The SFA/Sponsor shall be responsible for ensuring the resolution of program review and audit findings.

G. This contract is subject to review and approval by the state agency.

XX. **Insurance**

A. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Louisiana. A Certificate of Insurance of the FSMC's

b. Deliver the equipment or other items funded by the investment to the FSMC

OR

c. Lease purchase the equipment or other items funded by the investment from the FSMC and continue to pay the FSMC a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid. In this event, the district's obligation under the Lease Purchase Agreement with the FSMC shall be subject to the district's ratification of the rental agreement for each ensuing fiscal year.

- B. Except as otherwise expressly provided in this contract, the FSMC will defend, indemnify, and hold the SFA/Sponsor harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the SFA/Sponsor, its employees or agents. This clause shall survive termination of the Agreement.
- C. The SFA/Sponsor and the FSMC shall work together to ensure a financially sound operation.
- D. Assumptions. Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

The district's policies, practices and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

Legislation, regulations, and reimbursement rates that create changes in the program shall remain materially consistent throughout the year.

(SFA's Only)-Usable commodities, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.

The government reimbursement rates in effect shall remain materially consistent throughout the year.

Meal components and quantities required by the program (NSLP, SBP, ASP, SFSP, CACFP) remain consistent with prior years.

Service hours, service requirements, and type or number of facilities selling food and/or beverages on the SFA/Sponsor premises shall remain materially consistent throughout the year.

The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.

The projected number of full feeding days are: 180 at FirstLine Schools, and 200 at the NET.

Revenue credited to the food service program shall include all state and federal amounts received specifically for child nutrition operations.

The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decreases the net revenue derived from the food service operations.

## XXII. Trade Secrets and Proprietary Information

- A. During the term of the Agreement, the FSMC may grant to the SFA/Sponsor a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and



*Program*, January 10, 2014). The amount of the bond must be of 10% (ten (10) percent of the value of the contract, FSMCs are prohibited from posing any alternative forms of performance bonds. Cash, certified checks, letters of credit, and escrow accounts are not acceptable substitutes for performance bonds. The FSMC must furnish a copy of the bond to the sponsor within 10 days of the contract's award.

## XXVI. CACFP

- A. In the event that the FSMC provides management services for the Child and Adult Care Food Program (CACFP) at any of the SFA's/Sponsor Food Service locations, SFA/Sponsor and FSMC agree to comply with all regulations set forth in 7 CFR Part 226, Child and Adult Care Food Program Regulations, and all other Federal and State laws (including IRS), regulations, policies, instructions and requirements established for this Program.
- B. The FSMC must comply with the 21-day menu cycle developed by the SFA/Sponsor for the SFSP (Attachments S1-S2) and included in the RFP unless the SFA authorizes the FSMC to include a menu in the proposal. The SFA/Sponsor shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.

**Projected Operations – Revenue  
For Programs and Sites to be Contracted  
(To be completed by SFA/Sponsor)  
In-School Revenue from Meal Payments**

Contract	#		X	=	\$	
Subtotal Lunches						\$0
After School Snack-NSLP:						
Full Price	#		X	=	\$	
Reduced Price	#		X	=	\$	
Adult	#		X	=	\$	
Contract	#		X	=	\$	
Subtotal Snack						\$0
Special Functions (Catering)	#	X		=		\$0
Extra sales, if applicable						\$0
Concession Revenue, if applicable						\$0
Vending Machine Sales Total Revenue						\$0
TOTAL <b>IN-SCHOOL</b> REVENUE =						\$0

**Projected Operations - Revenue, Page 2**  
(To be completed by SFA/Sponsor)

**Federal Reimbursement**

Based on 180 Days of Service

Breakfast:	Meals	Rate	Total
Free	#	X	= \$
Free, Severe Need	#490,196	X 2.09	= \$1,024,510
Reduced Price	#	X	= \$
Reduced Price Severe Need	#	X	= \$
Full Price	#	X	= \$
Total Breakfast			\$1,024,510

0 -1.1437 TD .00004 Tc -.002 Tw [( Free Severe 2 0 0 4.3( ) .0001 Tc [(Brea)5.)4413.1#548,093.315958.1(\$1,024,5)4.78

After-School Snack Program:				
Free	#488,717	X .88	=	\$430,071
Reduced Price	#	X	=	\$
Full Price	#	X	=	\$
Total Snacks				\$430,071

CACFP At-Risk Supper:				
Free	#488,717	X 3.46	=	\$1,690,961
Reduced Price	#	X	=	\$
Full Price	#	X	=	\$
Total CACFP At-Risk Supper				\$1,690,961

	Meals	Rate		Total
Breakfast	#17,800	X 2.19	=	\$38,982
Lunch/Supper	#17,800	X 3.8575	=	\$68,663
Snacks	#	X	=	\$
Total SFSP				\$107,645

TOTAL FEDERAL REIMBURSEMENT	\$5,057,464
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TOTAL IN-SCHOOL REVENUE	=	\$0
TOTAL FEDERAL REIMBURSEMENT	=	\$5,057,464
TOTAL STATE REIMBURSEMENT	=	\$
TOTAL REVENUE	=	\$5,057,464

## Proposal Summary and Agreement Page FirstLine Schools, Inc.

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning (Date) July 1, 2018, and ending (Date) June 30, 2019, and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the Contract between the offeror and the school food authority (SFA)/Sponsor.

The offerer certifies that all terms and conditions within the proposal shall be considered a part of the contract as of incorporated therein.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

The offeror shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/Contract.

**PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED**

MEAL	UNITS(1)	RATE(2)	TOTAL(3)
	545,099		
	490,196		
	488,717		
	17,800		
	17,800		
	488,717		

ATTACHMENT A: LABOR WORK SHEET – SFA/SPONSOR  
(Current Labor Rates)

ATTACHMENT B: LABOR WORK SHEET – FSMC

**ATTACHMENT C: FRINGE BENEFIT COST WORK SHEET – SFA/SPONSOR**

(To be completed by the SFA/Sponsor for the SFA/Sponsor employees.

**NA (Check if not applicable)**

List Annual Cost for the Year -

EMPLOYEE NAME	HOSPITALIZATION (Medical) \$	DENTAL \$	VISION \$	LONGEVITY OR ANNUITY \$	LIFE \$	RETIRE- MENT \$	OTHER \$	TOTAL \$
TOTAL COSTS	\$	\$	\$	\$	\$	\$	\$	\$

If Workers' Compensation cost is charged to food service, what is percentage? \_\_\_\_%  
**NOTE: Use actual rates for SFA/Sponsor; do not use a prorated statewide average benefit rate.**

## ATTACHMENT D: FRINGE BENE FIT COST WORK SHEET - FSMC

(To be completed by the FSMC for the FSMC employees.  
List Annual Cost for the Year 2017 - 2018)

EMPLOYEE NAME	HOSPITALIZATION (Medical) \$	DENTAL \$	VISION \$	LONGEVITY OR ANNUITY \$	LIFE \$	RETIRE- MENT \$	OTHER \$	TOTAL \$
TOTAL COSTS	\$	\$	\$	\$	\$	\$	\$	\$

If Workers' Compensation cost is charged to food service, what is percentage? \_\_\_\_\_%  
**NOTE: Use actual rates for FSMC; do not use a prorated statewide average benefit rate.**



## ATTACHMENT E: SFA WORK SHEET ON LUNCH AVERAGE DAILY PARTICIPATION (ADP)

### LUNCH PROGRAM (To be completed by SFA)

SITE OR SCHOOL	ENROLLMENT	PROJECTED REIMBURSABLE MEALS <small>Average Daily number of meals by category</small>			SELLING PRICE \$		CONTRACT MEALS		ALL CASH SALES EXCEPT REIMBURSABLE LUNCHES (I.E., MILK, ADULT, EXTRA SALES, , CATERING), VENDING/ CONCESSIONS (IF APPLICABLE)*
		FULL PRICE	FREE	REDUCED PRICE	STUDENT	ADULT	# OF LUNCHES	RATE	
Arthur Ashe Charter School	800	0	664	0	0	\$4.00	0	0	\$0
Samuel J Green Charter School	500	0	425	0	0	\$4.00	0	0	\$0
Langston Hughes Academy Live Oak Facilit	800	0	656	0	0	\$4.00	0	0	\$0



ATTACHMENT G: SFA WORK SHEET ON SNACK AVERAGE DAILY PARTICIPATION (ADP)

AFTER SCHOOL SNACK PROGRAM

**ATTACHMENT H: SFA/SPONSOR WORK SHEET ON SFSP AVERAGE DAILY PARTICIPATION (ADP)**

(Total number of meals by category served in the previous

## ATTACHMENT I: SFA/SPONSOR WORKSHEET- CACFP AVERAGE DAILY PARTICIPATION (ADP)

(Total number of meals by category served in the previous summer divided by the total operating days)

Projected Average Number of Meals by Category

CACFP PROGRAM

NA (Check if not applicable)

(To be completed by the SFA/SPONSOR)

SITE OR SCHOOL	REIMBURSABLE SNACKS	REIMBURSABLE SUPPERS
Arthur Ashe Charter School	0	744
Samuel J Green Charter School	0	125
Langston Hughes Academy	0	640
Live Oak Facility	0	450
Phillis Wheatley Community School	0	695
The NET Charter High School	0	27
The NET: Gentilly		

## ATTACHMENT J: SFA/SPONSOR SITE/ BUILDING LISTING – GENERAL DATA

(To be completed by the SFA/Sponsor)

SITE OR SCHOOL	ADDRESS	GRADE LEVELS <sup>1</sup>	SELF-PREP, SATELLITE, ETC <sup>2</sup>	NO OF SERVING PERIODS (LUNCH)	BEGINNING AND ENDING TIMES OF MEAL SERVICE			NO. OF SERVING DAYS
					BREAKFAST	LUNCH	SNACK	
Arthur Ashe Charter School	1456 Gardena Dr. New Orleans, LA 70112	K-8	Self-Prep	4	8:30 – 8:50	11:55 – 1:40	4:10 – 4:20	180
Samuel J Green Charter School Langston Hughes Academy	2319 Valence St. New Orleans LA 70116	PK – 8	Self-Prep	4	7:15 – 7:40	10:45 – 12:50	3:15 – 3:30	180

# ATTACHMENT K: SFA/SPONSOR SITE/BUILDING LISTING – SERVICES TO BE PROVIDED

(To be completed by the SFA/Sponsor)

SITE OR SCHOOL  
Page 1

BREAKFAST

LUNCH

SNACK SFSP





## ATTACHMENT L: BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

The Buy American Provision ( 7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods.

“Domestic” is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The FSMC must include all food products utilized by

ATTACHMENT M: MEAL PATTE

Attachment M1 -The New School Meal

Foods of minimal nutritional value and fluid milk with a fat content greater than 1% milk fat are not allowed.

### Fruits and Vegetables

The rule establishes fruits and vegetables as separate food components.

Fruit is required at lunch.

Schools are required to offer 1 cup of fruit daily at breakfast beginning in SY 2014-2015.

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

The rule requires fruit that is fresh; canned in fruit juice, water, or light syrup; frozen without added sugar; or dried.

Schools may offer 100 percent juice, but no more than half of the per-meal fruit component may be juice.

The rule states that "Schools should offer fresh fruit whenever possible."

Vegetables are divided into 5 subgroups; dark green, red/orange, bean and peas (legumes), starchy, and other. All subgroups are required to be offered over the course of a week.

Schools have the option to offer vegetables in place of all or part of the required fruit component, but starchy vegetables may be offered as substitutes only after two cups of non-starchy vegetables have been offered.

Larger amounts of the vegetable subgroups may be served.

The "other" vegetable requirement as defined in §210.10(c)(2)(iii)(E) may be met with any additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups

The rule allows fresh, frozen, and canned vegetables to be used.

### Meat

In the NSLP, the rule requires schools to offer a minimum amount of meat/meat alternate daily (1 oz. equivalent for grades K-8, 2 oz. equivalent for 9-12), and provide a weekly required amount for each age/grade group.

The rule does not require a daily meat/meat alternate in the SBP.

## Whole Grains

Whole grain is defined as “grains that consist of the intact, ground, cracked, or

Beginning July 1, 2013 (SY 2013-2014), schools participating in SBP may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. of grains after the minimum daily grains requirement is met.

The minimum creditable serving of a fruit or vegetable is 1/8 cup.

Sodium

The rule will reduce sodium levels in NSLP and SBP by 25 to 54% by SY 2022-

In the SBP, calorie limits are to be implemented in SY 2013-2014. The limits are as follows:

Grades K-5 – 350-500

Grades 6-8 – 400-550; and

Grades 9-12 – 450-600.

Fortification

The rule does not permit the use of formulated grain-fruit products to meet the grain and fruit components in the SBP.

This rule does not prohibit the use of fortified cereals or cereals with fruit.

## Attachment M2 - New Meal Patterns and Dietary Specifications

The following meal patterns must be implemented in SY 2012-2013 for the NSLP, and phased-in the SBP as specified in the footnotes and regulatory text.

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 <sup>a</sup>	Grades 6-8 <sup>a</sup>	Grades 9-12 <sup>a</sup>	Grades K-5	Grades 6-8	Grades 9-12
Meal Pattern	Amount of Food <sup>b</sup> Per Week					



## Attachment M3 – Final Rule Implementation Timeline

The following chart provides a summary of the new requirements and the required implementation dates in the NSLP and SBP.

New Requirements	Implementation (School Year) For NSLP (L) and SBP (B)						
	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2022/23
<b>FRUITS COMPONENT</b>							
Offer fruit daily	L						
Fruit quantity increase to 5 cups per week (minimum 1 cup/day)			B				
<b>VEGETABLES COMPONENT</b>							
Offer vegetables subgroups weekly	L						
<b>GRAINS COMPONENT</b>							
Half of grains must be whole grain-rich	L	B					
All grains must be whole grain-rich			L,B				
Offer weekly grains ranges	L	B					
<b>MEATS/MEAT ALTERNATES COMPONENT</b>							
Offer weekly meats/meat alternates ranges (daily min.)	L						
<b>MILK COMPONENT</b>							
Offer only fat-free (unflavored or flavored) and low-fat (unflavored) milk	L, B						
<b>DIETARY SPECIFICATIONS (to be met on average over a week)</b>							
Calorie ranges	L	B					
Saturated fat limit (no change)	L, B						
Sodium Targets <sup>1</sup>			L, B			L, B	L, B
o Target 1							
o Target 2							
o Final Target							
Zero grams of <u>trans</u> fat per portion	L	B					
<b>MENU PLANNING</b>							
A single FBMP approach	L	B					
<b>AGE-GRADE GROUPS</b>							
Establish age-grade groups, K-5, 6-8, and 9-12	L	B					
<b>OFFER VERSUS SERVE</b>							
Reimbursable meals must contain a fruit or vegetable	L		B				
<b>MONITORING</b>							
3-Year adm. review cycle		L, B					
Conduct weighted nutrient analysis on 1 week of menus	L	B					

<sup>1</sup> Target 2 and the final target will only be required after USDA evaluates relevant data on sodium intake and human health, as required by Section 743 of the FY 2012 Agriculture Appropriations Act.

Attachment M4 - Sodium Reduction Timeline and Amount

Age/Grade Groups	Baseline: Current Average Sodium Levels As Offered <sup>1</sup> (mg)	Target 1: Meet by July 1, 2014 (SY 2014-2015) (mg)	Target 2: Meet by July 1, 2017 (SY 2017-2018) (mg)	Final Target: <sup>2</sup> Meet by July 1, 2022 (SY2022-2023) (mg)	% Change (Current Levels vs. Final Targets)
<b>School Breakfast Program</b>					
K-5	573 (elementary)	540 (28.4% of UL)	485 (25.5% of UL)	430 (22.6% of UL)	-25%
6-8	629 (middle)	600 (27.3% of UL)	535 (24.3% of UL)	470 (21.4% of UL)	-25%
9-12	686 (high)	640 (27.8% of UL)	570 (24.8% of UL)	500 (21.7% of UL)	-27%
<b>National School Lunch Program</b>					
K-5	1,377 (elementary)	1,230 (64.8% of UL)	935 (49.2% of UL)	640 (33.7% of UL)	-54%
6-8	1,520 (middle)	1,360 (61.8% of UL)	1,035 (47.0% of UL)	710 (32.2%)	-53%
9-12	1,588 (high)	1,420 (61.7% of UL)	1,080 (47.0% of UL)	740 (32.2 of UL)	-53%

<sup>1</sup>Current Average Sodium Levels as Offered are from the School Nutrition and Dietary Assessment Study-III. Data were collected in the 2004-05 school year.

<sup>2</sup>The IOM final targets are based on the Tolerable Upper Intake Limits (UL) for sodium, established in the Dietary Reference Intakes (DRI) (IOM, 2004). The sodium ULs for school-aged children are 2,300 mg (ages 14-18), 2,200 mg (ages 9-13), and 1,900 mg (ages 4-8). The final sodium targets represent the UL for each age/grade group multiplied by the percentage of nutrients supplied by each meal (approximately 21.5% for breakfast, 32% for lunch, as recommended by IOM. IOM's recommended final sodium targets for the K-5 age/grade group breakfasts and lunches are slightly higher than 21.5% and 32%, respectively of the UL because the proposed elementary school group spans part of two DRI age groups (ages 4-8 and 9-13 years).

## Attachment M5 - Vegetable Subgroup Guidance

Vegetables are organized into 5 subgroups, based on their nutrient content. Commonly eaten vegetables in each subgroup are listed below.

### **Dark Green Vegetables**

- bok choy
- broccoli
- collard greens
- dark green leafy lettuce
- kale
- mesclun
- mustard greens
- romaine lettuce
- spinach
- turnip greens
- watercress

### **Starchy Vegetables**

- cassava
- corn
- fresh cowpeas, field peas, black-eyed peas (not dry)
- green bananas
- green cowpeas

q

## **Beans and Peas**

black beans  
black-eyed peas (mature, dry)  
garbanzo beans (chickpeas)  
kidney beans  
lentils  
navy beans  
soy beans  
split peas  
white beans

## **Other Vegetables**

artichokes  
asparagus  
avocado  
bean sprouts  
beets  
Brussel sprouts  
cabbage  
cauliflower  
celery  
cucumbers  
eggplant  
green beans  
green peppers  
iceburg (Head) lettuce  
mushrooms  
okra  
parsnips  
turnips  
wax beans  
zucchini

Attachment M6 - Final Rule "Nutrition Standards in School Breakfast Program"  
 Jan. 2012

School Breakfast Program Meal Pattern		
Food Group	Old Requirements (SY 12-13)	New Requirements (Beginning SY 13-14)
Fruit	½ cup per day (vegetable substitution allowed)	1 cup per day (vegetable substitution allowed) Note: Quantity required SY 2014-15. Students are allowed to select ½ cup of fruit under OVS.
Grains and Meat/Meat Alternate (M/MA)	2 grains, or 2 meat/meat alternates, or 1 of each per day	Daily min. and weekly ranges for grains:  Grades K-5: 1 oz. equivalent min. daily (7-10 oz. weekly)  Grades 6-8: 1 oz. equivalent min. daily (8-10 oz. weekly)  Grades 9-12: 1 oz. equivalent min daily (9-10 oz. weekly)  Note: Weekly quantity required SY 2013-2014. Schools may substitute M/MA for grains after the minimum daily grains requirement is met.
Whole Grains	Encouraged	At least half of the grains must be whole grain-rich beginning July 1, 2013. Beginning July 1, 2014, all grains must be whole grain-rich.
Milk	1 cup Variety of fat content; flavor not restricted	1 cup Must be fat-free (unflavored or flavored) or 1% low fat unflavored beginning SY 2012-2013

## Attachment M7: After School Snack Program

SELECT TWO OF THE FOUR COMPONENTS FOR A REIMBURSABLE SNACK

Food Components and Food It2fOs

## Attachment M8: Summer Food Service Meal Patterns

SELECT THE APPROPRIATE COMPONENTS FOR A REIMBURSABLE MEAL			
FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST SERVE ALL THREE	LUNCH OR SUPPER SERVE ALL FOUR	SNACK SERVE TWO OF THE FOUR
Milk <sup>1,2</sup>			
Fluid milk	8 fl oz (1 cup) <sup>1</sup>	8 fl oz (1 cup) <sup>2</sup>	8 fl oz (1 cup) <sup>1</sup>
Vegetable or Fruit <sup>3,4,5</sup>			
Juice, fruit, vegetable	$\frac{1}{2}$ c <sup>3</sup> (juice must be full-strength)	$\frac{3}{4}$ c <sup>4</sup> total of two different items	$\frac{3}{4}$ c <sup>3,4</sup> (juice must be full-strength)
Grains/Breads <sup>6,7</sup>			
Bread or	1 slice	1 slice	1 slice
Cornbread, or biscuit or roll or muffin or	1 serving	1 serving	1 serving
Cold dry cereal <sup>7</sup>	$\frac{3}{4}$ c or 1 oz <sup>7</sup>	N/A	$\frac{3}{4}$ c or 1 oz <sup>7</sup>
Hot cooked cereal or	$\frac{1}{2}$ c	$\frac{1}{2}$ c	$\frac{1}{2}$ c
Cooked pasta or noodles or grains	$\frac{1}{2}$ c	$\frac{1}{2}$ c	$\frac{1}{2}$ c
Meat/Meat Alternate <sup>8, 9, 10, 11,12</sup>	Optional		
Lean meat or poultry or fish <sup>8</sup> or	1 oz	2 oz	1 oz
Alternate protein products <sup>9</sup> or	1 oz	2 oz	1 oz
Cheese	1 oz	2 oz	1 oz
Egg (large) or	$\frac{1}{2}$ large egg	1 large egg	$\frac{1}{2}$ large egg
Cooked dry beans or peas or	$\frac{1}{4}$ c	$\frac{1}{2}$ c	$\frac{1}{4}$ c
Peanut or other nut butters or	2 T	4 T	2 T
Nuts and/or seeds <sup>11</sup>	---	1 oz =50% <sup>10, 11</sup>	1 oz <sup>11</sup>
Yogurt			

## Attachment M9: Grain/Bread Requirements

The food-based menu planning approach for the National School Lunch Program (NSLP) and the School Breakfast Program contain a grains/bread requirement. This instruction sets forth the foods that meet the grains/breads requirement of meals served in the programs, the criteria to be used to determine crediting and the suggested equivalent minimum serving size for a wide variety of items that meet the grains/bread requirement. This instruction applies to all Child Nutrition Programs.

### Criteria for Determining Acceptable Grains/Breads

The following criteria are to be used as a basis for crediting items to meet the grains/breads requirement under the Food-Based Menu Planning Approach:

1. All grains/breads must be enriched or whole grain or made from enriched or whole-grain meal or flour; or if it is a cereal, the product must be whole-grain, enriched, or fortified. Bran and germ are credited the same as enriched or whole grain meal or flour.
2. The label must indicate the product is enriched or whole-grain, made from enriched or whole-grain meal or flour as well as bran and/or germ, or fortified.
3. The item must be provided in quantities specified in the regulations. One quarter (1/4) of a serving is the smallest amount allowable to be credited toward the minimum quantities of grains/breads specified in program regulations.

### Criteria for Whole Grains

Whole grain is defined as “grains that consist of the intact, ground, cracked, or flaked grain seed whose principal anatomical components – the starchy endosperm, germ, and bran – are present in the same relative proportions as they exist in the intact grain seed.”

#### Criteria for Whole Grain-Rich Foods

Product must meet the serving size requirements in the Grains/Bread Instruction, and

Product must meet at least one of the following:

1. Whole grains per serving must be
2. Product includes FDA’s whole grain health claim on its packaging
3. Product ingredient listing lists whole grain first

NSLP – in SY 2012-2013 and 2013-2014 whole grain-rich products must make up half of all grain products offered to students. In SY 2014-2015 and beyond, schools must offer only whole grain-rich products.

SBP – schools must offer the weekly grain requirements and half of the grains as whole grain-rich beginning July 1, 2013 (SY 2013-2014). All grains offered in the NSLP and the SBP must be whole grain-rich in SY 2014-2015 and beyond. Once schools meet the daily minimum grain quantity required (1 oz. equivalent for all



age-grade groups) for breakfast, they are allowed to offer a meat/meat alternate in place of grains.

The rule states a whole grain-rich food must contain at least 50 percent whole grains and the remaining grain content of the product must be enriched.

Pie crust when made from enriched or whole-grain meal or flour and served as permitted in the chart.



bars<sup>4</sup> (with nuts, dried fruit, and/or

## ATTACHMENT N: PROTOTYPE 21- DAY CYCLE LUNCH MENUS

The prototype cycle lunch menu forms on the following pages can be used. Using the prototype lunch cycle menu forms appropriate to the specific age grade groups of the students within the SFA, include in the Request for Proposal/Contract a 21-day cycle lunch menu prepared by the SFA. The SFA may allow the FSMC to submit their own menus. The menu provided in the proposal must be used for the first 21-day cycle of the new school year.

Check here if the SFA chooses to have each FSMC submit their own menus

Attachment N1 – Prototype Lunch Menus Grades K-5 Week 1 of 21-Day Cycle

Attachment N2 – Prototype Lunch Menus Grades K-5 Week 2 of 21-Day Cycle

Attachment N3 – Prototype Lunch Menus Grades K-5 Week 3 of 21-Day Cycle

Attachment N4 – Prototype Lunch Menus Grades K-5 Week 4 of 21-Day Cycle

Attachment N5 – Prototype Lunch Menus Grades K-5 Week 5 of 21-Day Cycle

Attachment N6 – Prototype Lunch Menus Grades 6-8 Week 1 of 21-Day Cycle

Attachment N7 - Prototype Lunch Menus Grades 6-8 Week 2 of 21-Day Cycle

Attachment N8 - Prototype Lunch Menus Grades 6-8 Week 3 of 21-Day Cycle

Attachment N9 - Prototype Lunch Menus Grades 6-8 Week 4 of 21-Day Cycle

Attachment N10 - Prototype Lunch Menus Grades 6-8 Week 5 of 21-Day Cycle

Attachment N11 - Prototype Lunch Menus Grades 9-12 Week 1 of 21-Day Cycle

Attachment N12 - Prototype Lunch Menus Grades 9-12 Week 2 of 21-Day Cycle

Attachment N13 - Prototype Lunch Menus Grades 9-12 Week 3 of 21-Day Cycle

Attachment N14 - Prototype Lunch Menus Grades 9-12 Week 4 of 21-Day Cycle

Attachment N15 - Prototype Lunch Menus Grades 9-12 Week 5 of 21-Day Cycle

Attachment N1 - Prototype Lunch Menu Grades K-5 Week 1 of 21-Day Cycle  
 NA (Check if not applicable)

Grades K-5	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>b</sup> (cups)	2.5 (.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
Dark Green <sup>c</sup>	0.5											

Attachment N2 - Prototype Lunch Menu Grades K-5 Week 2 of 21-Day Cycle  
 NA (Check if not applicable)

Grades K-5	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>b</sup> (cups)	2.5 (.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
Dark Green <sup>c</sup>	0.5											
Red Orange <sup>c</sup>	0.75											
Beans and Peas (legumes) <sup>c</sup>	0.5											
Starchy <sup>c</sup>	0.5											
Other <sup>c, d</sup>	0.5											
Additional Veg to reach total <sup>e</sup>	1											
Whole Grains (oz. equivalents)	8-9 (1)											
Meat/Meat Alternate (oz. equivalents)	8-10 (1)											

Attachment N3 - Prototype Lunch Menus Grades K-5 Week 3 of 21-Day Cycle

NA (Check if not applicable)

Verify that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity as a decimal point. Add the daily totals to calculate weekly totals

MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS

Whole Grains (oz. equivalents)	8-9 (1)
Meat/Meat Alternate (oz. equivalents)	8-10 (1)
Fluid Milk <sup>9</sup>	



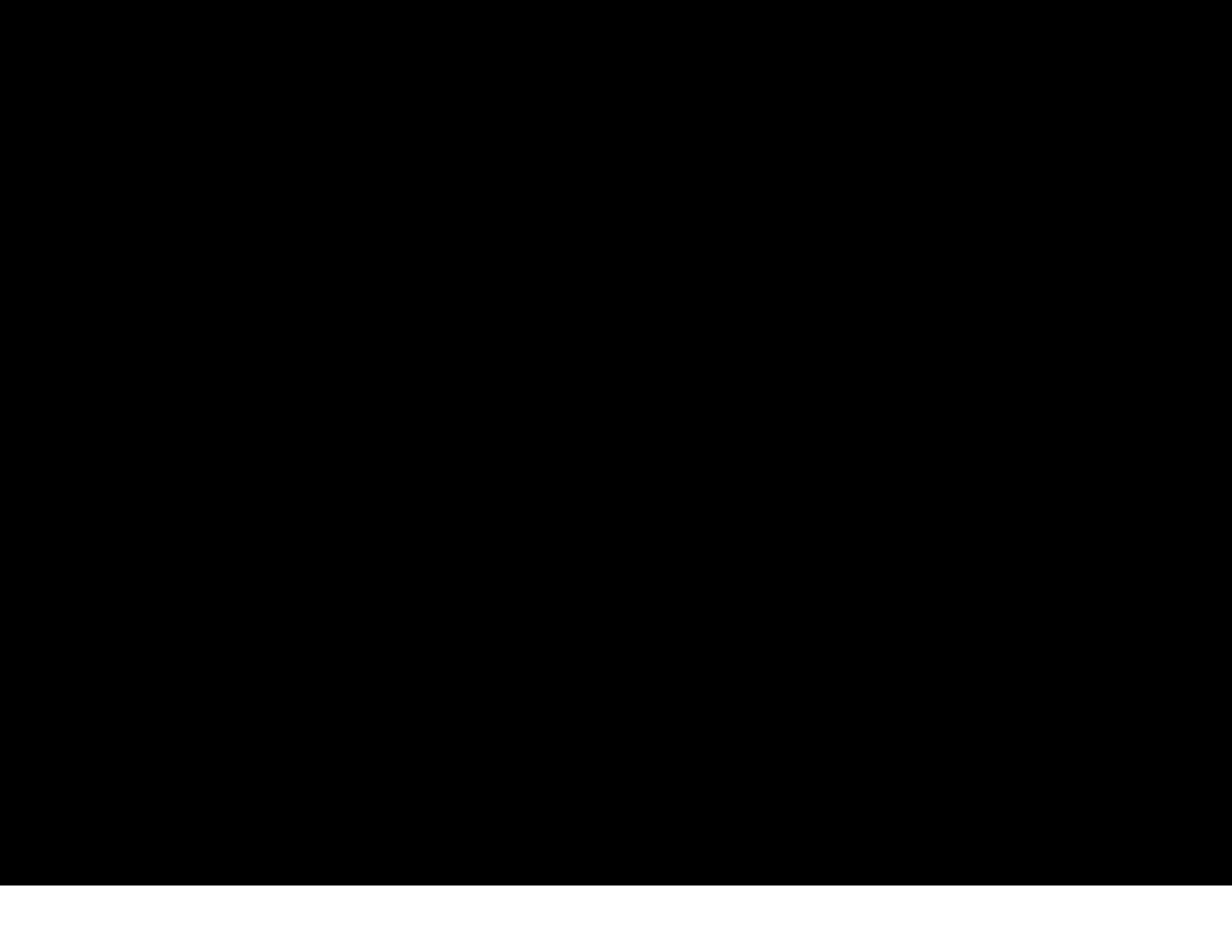


Attachment N5 - Prototype Lunch Menus Grades K-5 Week 5 of 21-Day Cycle  
 NA (Check if not applicable)

Grades K-5		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>b</sup> (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
Dark Green <sup>c</sup>	0.5											
Red Orange <sup>c</sup>	0.75											
Beans and Peas (legumes) <sup>c</sup>	0.5											
Starchy <sup>c</sup>	0.5											
Other <sup>c, d</sup>	0.5											
Additional Veg to reach total <sup>e</sup>	1											
Whole Grains (oz. equivalents)	8-9 (1)											
Meat/Meat Alternate (oz. equivalents)	8-10 (1)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											
Decimal Equivalents of commonl y used fractions												
1/8 = 0.125    1/3 = 0.333    2/3 = 0.666    1/4 = 0.250    1/2 = 0.500    3/4 = 0.750    3/4 = 0.750    3/8 = 0.375    5/8 = 0.625    7/8 = 0.875												

Attachment N6 - Prototype Lunch Menus Grades 6-8 Week 1 of 21-Day Cycle  
 NA (Check if not applicable)

Grades 6-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>b</sup> (cups)	2.5 (0.5)											



Attachment N8 - Prototype Lunch Menus Grades 6-8 Week 3 of 21-Day Cycle

NA (Check if not applicable)

Grades 6-8		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>b</sup> (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
Dark Green <sup>c</sup>	0.5											
Red Orange <sup>c</sup>	0.75											
Beans and Peas (legumes) <sup>c</sup>	0.5											
Starchy <sup>c</sup>	0.5											
Other <sup>c, d</sup>	0.5											
Additional Veg to reach total <sup>e</sup>	1											
Whole Grains (oz. equivalents)	8-10 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											

Attachment N9 - Prototype Lunch Menus Grades 6-8 Week 4 of 21-Day Cycle  
 NA (Check if not applicable)

Grades 6-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals						
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY

Attachment N10 - Prototype Lunch Menus Grades 6-8 Week 5 of 21-Day Cycle  
NA (Check if not applicable)

Grades 6-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals
Lunch Meal Pattern	Weekly (Daily) Quantity

NA - Prototype Lunch Menus Grades 9-12 Week 1 of 21-Day Cycle  
NA (Check if not applicable)

Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals

Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY
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Attachment N12 - Prototype Lunch Menus Grades 9-12 Week 2 of 21-Day Cycle  
 NA (Check if not applicable)

Grades 9-12		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>b</sup> (cups)	5 (1.0)											
Additional fruit items to meet the total												
Vegetables (cups)	5 (1.0)											
Dark Green <sup>c</sup>	0.5											
Red Orange <sup>c</sup>	1.25											
Beans and Peas (legumes) <sup>c</sup>	0.5											
Starchy <sup>c</sup>	0.5											

Attachment N13 - Prototype Lunch Menus Grades 9-12 Week 3 of 21-Day Cycle  
 NA (Check if not applicable)

Grades 9-12		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>b</sup> (cups)	5 (1.0)											
Additional fruit items to meet the total												
Vegetables (cups)	5 (1.0)											
Dark Green <sup>c</sup>	0.5											
Red Orange <sup>c</sup>	1.25											
Beans and Peas (legumes) <sup>c</sup>	0.5											
Starchy <sup>c</sup>	0.5											

Attachment N14 - Prototype Lunch Menus Grades 9-12 Week 4 of 21-Day Cycle  
 NA (Check if not applicable)

Grades 9-12	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>b</sup> (cups)	5 (1.0)											

Additional fruit items to meet the total



## ATTACHMENT O: PROTOTYPE 21 DAY CYCLE BREAKFAST MENUS

The prototype cycle breakfast menu forms on the following pages can be used. Using the prototype lunch cycle menu forms appropriate to the specific age grade groups of the students within the SFA, include in

Attachment O1 - Prototype Breakfast Menus Grades K-5 Week 1 of 21-Day Cycle  
 NA (Check if not applicable)

Grades K-5 <sup>a</sup>	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals		
	Weekly (Daily)		
Breakfast Meal Pattern	Quantity <sup>b</sup>	MONDAY	QTY

Grades K-5 <sup>a</sup>

Grades K-5 <sup>a</sup>



Attachment O4 - Prototype Breakfast Menus Grades K-5 Week 4 of 21-Day Cycle  
 NA (Check if not applicable)

Grades K-5 <sup>a</sup>		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
Vegetables <sup>c, d</sup>	0											
Dark Green <sup>f</sup>	0											
Red Orange <sup>f f</sup>												

Attachment O5 - Prototype Breakfast Menus Grades K-5 Week 5 of 21-Day Cycle  
 NA (Check if not applicable)

Grades K-5 <sup>a</sup>	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											

Attachment O6 - Prototype Breakfast Me nus Grades 6-8 Week 1 of 21-Day Cycle  
 NA (Check if not applicable)

Grades 6-8 <sup>a</sup>	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals								
Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY

**Attachment O7 - Prototype Breakfast Menus Grades 6-8 Week 2 of 21-Day Cycle  
NA (Check if not applicable)**

Grades 6-8 <sup>a</sup>		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
Vegetables <sup>c, d</sup>	0											
Dark Green <sup>f</sup>	0											
Red Orange <sup>f</sup>	0											
Beans and Peas (legumes) <sup>f</sup>	0											
Starchy <sup>f</sup>	0											
Other <sup>f, g</sup>	0											
Additional Veg to reach total	0											
Whole Grains (oz. equivalents)	8-10 (1) <sup>i</sup>											
Meat/Meat Alternate (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											

**Decimal Equivalents of commonly used fractions**

**1/8 = 0.125    1/3 = 0.333    2/3 = 0.666    1/4 = 0.250    1/2 = 0.500    3/4 = 0.750    3/4 = 0.750    3/8 = 0.375    5/8 = 0.625    7/8 = 0.875**

<sup>a</sup> In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning beginning July 1, 2013 (SY 2013-2014). In SY 2012-13 only, schools may continue to use the meal patten for grades K-12. (see §220.23).

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

<sup>c</sup> One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup 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.

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

<sup>e</sup> The fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).

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

<sup>g</sup> This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup> All grains must be whole grain-rich in both the NSLP and SBP July 1, 2014 (SY 2014-2015).

<sup>i</sup> In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup> There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

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

Attachment O8 - Prototype Breakfast Menus Grades 6-8 Week 3 of 21-Day Cycle  
 NA (Check if not applicable)

Grades 6-8 <sup>a</sup>	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											

Additional fruit items to meet the total

Attachment O9 - Prototype Breakfast Menus Grades 6-8 Week 4 of 21-Day Cycle  
 NA (Check if not applicable)

Grades 6-8 <sup>a</sup>		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
Vegetables <sup>c, d</sup>	0											
Dark Green <sup>f</sup>	0											
Red Oran [(Y221632c -e83.86 22.98 .48001 re f 166 121.86 22.98 .48001 reV 8 .47t)												



Attachment O11 - Prototype Breakfast Me nus Grades 9-12 Week 1 of 21-Day Cycle  
 NA (Check if not applicable)

Grades 9-12 <sup>a</sup>	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS



Attachment O12 - Prototype Breakfast Menus Grades 9-12 Week 2 of 21-Day Cycle  
 NA (Check if not applicable)

Grades 9-12 <sup>a</sup>	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		WEEKLY TOTALS
		QTY		QTY		QTY		QTY		QTY		
Fruits <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
Vegetables <sup>c, d</sup>	0											
Dark Green <sup>f</sup>	0											

Attachment O13 - Prototype Breakfast Menus Grades 9-12 Week 3 of 21-Day Cycle  
 NA (Check if not applicable)

Grades 9-12 <sup>a</sup>	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
Vegetables <sup>c, d</sup>	0											
Dark Green <sup>f</sup>	0											
Red Orange <sup>f</sup>	0											
Beans and Peas (legumes) <sup>f</sup>	0											
Starchy <sup>f</sup>	0											
Other <sup>f, g</sup>	0											
Additional Veg to reach total	0											
Grains (oz. equivalents) <sup>h</sup> Half of all grains served must be whole grain	9-10 (1) <sup>i</sup>											
Meat/Meat Alternate (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											

Decimal Equivalents of commonly used fractions  
 . 0 2 5 ( - n ) 1 5 c n 3 o 4 9 1 0 . 0 6 ( ) 4 w ( k .

Attachment O14 - Prototype Breakfast Menus Grades 9-12 Week 4 of 21-Day Cycle

NA (Check if not applicable)

Grades 9-12 <sup>a</sup>

Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals



## ATTACHMENT P: PROTOTYPE 21- DAY CYCLE SNACK MENU

The prototype cycle snack menu forms on the following pages

### Attachment P1 - 21-Day Cycle Menu – Snack (Ages 3-5)

NA (Check if not applicable)

Check here if the SFA chooses to have each FSMC submit their own menus

1 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	2 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	3 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	4 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	5 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
6 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	7 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	8 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	9 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	10 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
11 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	12 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	13 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	14 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	15 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
16 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	17 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	18 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	19 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	20 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
21 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	M/MA: Meat/Meat alternate F/V: Fruit/Vegetable GB: Grain/Bread The contractor must adhere to this 21 day cycle for the first 21 days of meal service.			

## Attachment P2 - 21-Day Cycle Menu – Snack (Ages 6-12)

NA (Check if not applicable)

Check here if the SFA chooses to have each FSMC submit their own menus

1 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	2 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	3 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	4 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	5 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
6 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	7 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	8 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	9 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	10 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
11 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	12 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	13 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	14 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	15 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
16 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	17 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	18 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	19 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	20 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
21 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	M/MA: Meat/Meat alternate F/V: Fruit/Vegetable GB: Grain/Bread The contractor must adhere to this 21 day cycle for the first 21 days of meal service.			

## ATTACHMENT Q: PROTOYPE 21-DAY CYCLE SFSP MENUS

The prototype cycle Summer Food Service Program menu forms on the following pages **MUST** be used. Attach a 21-day cycle SFSP menu prepared by the SFA/Sponsor. These menus must be used for the first 21-day cycle of the summer.

Attachment Q1 – 21-Day Cycle Menu SFSP Lunch

Attachment Q2 – 21-Day Cycle Menu SFSP Breakfast



## Attachment Q1 - 21-Day Cycle Menu – SFSP Lunch

NA (Check if not applicable)

Check here if the SFA chooses to have each FSMC submit their own menus

1 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	2 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	3 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	4 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	5 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
6 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	7 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	8 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	9 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	10 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
11 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	12 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	13 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	14 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	15 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
16 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	17 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	18 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	19 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	20 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
21 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	M/MA: Meat/Meat alternate F/V: Fruit/Vegetable GB: Grain/Bread The contractor must adhere to this 21 day cycle for the first 21 days of meal service.			

## Attachment Q2 - 21-Day Cycle Me nu – SFSP Breakfast

NA (Check if not applicable)

Check here if the SFA chooses to have each FSMC submit their own menus

1 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	2 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	3 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	4 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	5 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
6 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	7 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	8 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	9 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	10 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
11 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	12 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	13 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	14 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	15 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
16 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	17 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	18 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	19 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	20 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
21 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	M/MA: Meat/Meat alternate F/V: Fruit/Vegetable GB: Grain/Bread The contractor must adhere to this 21 day cycle for the first 21 days of meal service.			



ATTACHMENT S-1- MEAL PATTERN-CACFP AT-RISK SUPPER

At-Risk Supper

	<i>Ages 1-2</i>	<i>Ages 3-5</i>	<i>Ages 6-12 and 13-18</i>
	1/2 cup	3/4 cup	1 cup
	1/8 cup	1/4 cup	1/4 cup
Vegetables	1/8 cup	1/4 cup	1/2 cup



## ATTACHMENT T-PROGRAM (CACFP) MENUS

The prototype cycle Summer Food Service Program menu forms on the following pages MUST be used. Attach a 21-day cycle SFSP menu prepared by the SFA/SPONSOR. These menus must be used for the first 21-day cycle of the summer.

Attachment T1 – 21-Day Cycle Menu CACFP At-Risk Supper

Attachment T2 – 21-Day Cycle Menu CACFP At-Risk Snack

Attachment T1 - 21-Day Cycle Menu – CACFP At-Risk Supper

NA (Check if not applicable)

Check here if the SFA chooses to have each FSMC submit their own menus

1  
M/MA:  
Fr :  
Veg:  
G/B:  
G/B





ATTACHMENT U: INDE

## ATTACHMENT V: SUSPENSION AND DEBARMENT CERTIFICATION UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

### Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 2 CFR Part 200.212 and Appendix II of 2 CFR Part 200). The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(Before completing certification, read instructions on next page.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

## INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

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.

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.

The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms *covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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.

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.

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 principles. Each participant may, but is not required to, check the Nonprocurement List.

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.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## ATTACHMENT W: LOBBYING 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

# ATTACHMENT X: DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM -LLL

APPROVED BY OMB

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT  
TO 31 U.S.C. 1352

(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

<p>1. Type of Federal Action</p> <p>a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance</p>	<p>2. Status of Federal Action</p> <p>a. Bid/Offer/Application b. Initial Award c. Postaward</p>	<p>3. Report Type</p> <p>a. Initial Filing b. Material Change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Prime _____ Subawardee _____ Tier _____, if known Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number: <i>(if known)</i></p>	<p>9. Award Amount: <i>(if known)</i></p>	
<p>10. a. Name and Address of Lobbying Entity: <i>(if individual, last name, first name, MI)</i></p>	<p>b. Individual Performing Services: <i>(including address if different from No. 10 a) (Last name, first name, MI)</i></p>	
<p>11. Amount of Payment: <i>(check all that apply)</i></p> <p>\$ _____</p> <p>Actual _____ Planned _____</p>	<p>13. Type of Payment : <i>(check all that apply)</i></p> <p>a. Retainer b. One-Time Fee c. Commission d. Contingency Fee e. Deferred f. Other: <i>(specify)</i> _____</p>	
<p>12. Form of payment: <i>(check all that apply)</i></p> <p>a. Cash _____ Nature _____ b. In-kind (specify) _____ Value _____</p>		
<p>14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)</p>		
<p>15. Continuation Sheets Attached:                      Yes                      No</p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone Number: _____</p> <p>Date: _____</p>
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction</p>

## ATTACHMENT Y: COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and naly report

11. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
14. Check whether Continuation Sheets are enclosed.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

# ATTACHMENT Z: FSMC MONTHLY LUNCH EQUIVALENCY WORKSHEET

Month/Year: \_\_\_\_\_

Once this contract has been awarded, this form is to be used by the food service management company (FSMC) to show the school district the calculations for determining the lunch equivalents for each month.

- Actual Meal Counts: Based on meal counts – for the purpose of making the meal count computation, include all Child Nutrition Programs (i.e., National School Lunch Program (NSLP) meals, School Breakfast Program (SBP) meals, After School Snack Program (ASSP) meals, Child And Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP) meals, (if applicable). The number of lunches, breakfasts (2 breakfasts equals 1 lunch) and snacks (5 snacks equals 1 lunch) served to children shall be determined by actual count.

Based on _____ Days of Services			
<b>Breakfast Meals</b>			
Contract Breakfasts	_____		
SBP Breakfasts	_____		
SFSP Breakfasts	_____		
Adult Breakfasts	_____		
Total Breakfasts	÷ 2	=	Lunch Equivalent
<b>Lunch Meals</b>			
Contract Lunches	_____		
NSLP Lunches	_____		
SFSP Lunches	_____		
Adult Lunches	_____		
Total Lunches		=	Lunch Equivalent
<b>Dinner Meals</b>			
Contract Lunches	_____		
CACFP Dinners	_____		
Adult Dinners	_____		
Total Dinners		=	Lunch Equivalent
<b>Snack Meals</b>			
Contract Snacks	_____		
NSLP Snacks	_____		
SFSP Snacks	_____		
CACFP Snacks	_____		
Adult Snacks	_____		
Total Snacks	÷ 5	=	Lunch Equivalent



2. Extra Revenue: Based on extra revenue received – extra CNP revenue shall include extra sales to students and adults, and revenue from catering, vending/concessions.

Based on _____ Days of Services	
Total Revenue from Extra Sales (If Applicable):	\$ _____
Total Revenue from Catering/Vending/Concessions (If Applicable):	\$ _____
Total Extra CNP Revenue	\$ _____

\$ _____ Total Extra CNP Revenue	÷	_____ = Lunch Equivalent Rate (Section I, Item BB – page 12)	_____ = Lunch Equivalent Rate Based on Extra Revenue
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3. Grand Total

_____ Lunch Equivalents Based on Meal Counts (Item 1 Above)	+	_____ Lunch Equivalents Based on Extra Revenue (Item 2 Above)	=	_____ Grand Total of Lunch Equivalents
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## ATTACHMENT AA: HOLIDAY SCHEDULE

Holiday Schedule to be inserted here by SFA/Sponsor.

FirstLine School Closures:

Labor Day (September 3, 2018 – September 4, 2018)

Fall Break (October 5, 2018 – October 12, 2018)

Thanksgiving Break (November 19, 2018 – November 23, 2018)

Winter Break (December 21 – January 7, 2019)

Martin Luther King Jr. Day (January 21, 2019)

Professional Development (February 1, 2019)

Mardi Gras Break (March 1, 2019 – March 8, 2019)

Good Friday (April 19, 2019)

The NET School Closures:

Labor Day (September 3, 2018)

Fall Break (October 1, 2018 – October 5, 2018)

Thanksgiving Break (November 19, 2018 – November 23, 2018)

Winter Break (December 17, 2018 – January 2, 2019)

Martin Luther King Jr. Day (January 21, 2019)

Mardi Gras Break (March 4, 2019 – March 8, 2019)

Summer Break (May 20, 2019 – May 27, 2019)