

**SCHOOL NUTRITION PROGRAMS
FOOD SERVICE MANAGEMENT COMPANY**

CROWLEY INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSAL

AND

CONTRACT

FOOD SERVICE MANAGEMENT COMPANY – 2015-2016

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Food and Nutrition
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I. INTRODUCTION

This document contains a Request for Proposal for providing food service management services for Crowley Independent School District's participation in the United States Department of Agriculture's School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the offeror and the SFA.

The Texas Department of Agriculture is not and will not be a party to any contract between a School Food Authority and a food service management company. The School Food Authority has full responsibility for ensuring that the terms of the contract are fulfilled. The Texas Department of Agriculture has no involvement with the enforcement of this contract; however, payment can be denied for all meals received/purchased under an invalid contract.

II. REQUEST FOR PROPOSAL

A. Legal Notice

Notice is hereby given that Crowley Independent School District, hereinafter referred to as the School Food Authority (SFA), intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of SFA, it is in SFA's best interest to do so.

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the interested party.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

The Offeror to this RFP will be referred to as the FSMC, and any contract that may arise from this RFP will be between the FSMC and the SFA.

B. Request For Proposal

Proposals will be received until 2:00 p.m. on Wednesday, April 1, 2015 for supplying Crowley Independent School District(SFA) with food service management services during the school year of 2015 - 2016, with options for renewal of the contract for four additional terms of one year each.

SFA will consider:

☐ Cost-reimbursable Proposal

☒ Fixed meal rate Proposal

Sealed proposals are subject to all the conditions and specifications attached hereto and will be received in the office of **Dwayne Jones, CISD Executive Director of Business Services**, and shall be marked on the envelope "***Food Service Management Company RFP – 2015-16***" and also marked on the envelope the bidder's return address.

In accepting proposals, SFA reserves the right to reject any and all proposals and to waive any minor informalities in order to take the action which it deems to be in the best interest of SFA.

Additional information required to adequately respond to this **RFP** may be obtained from SFA's business office telephone 817-297-5800.

Offerors must submit a complete response to this RFP, including all certifications, in order to provide a responsive proposal.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

See Standard Terms and Conditions herein below.

C. Procurement Method

Procurement Method will be the Competitive Sealed Proposal. Competitive Sealed Proposals differ from the traditional sealed bid method in the following ways:

- Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal.
- Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of contract.

As provided herein, under state regulations and SFA's policy, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and Contract's requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 CFR § 3016.36.

D. Pre-Proposal Meeting

A meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be on March 18, 2015 at 2:00 p.m. Location: CISD Administration Building at 512 Peach Street, Crowley, TX 76036. Attendance is required. Vendor presentations will not be scheduled at this time.

E. Proposal Submission and Award

SFA must use the prototype FSMC RFP and Contract to be approved. A SFA not completing the required procurement procedures cannot be approved for participation in the reimbursement programs.

Two copies of Competitive Sealed Proposals are to be submitted to:

Name of Agency: Crowley Independent School District
Mailing Address: 512 Peach Street
Physical Address: 512 Peach Street
City: Crowley
State/Zip: 76036

Opening will be at 2:00 p.m. (CST) April 1, 2015. Proposals will not be accepted after this time. Proposal is to be submitted in a sealed envelope marked "Food Service Management Company RFP – 2015-16."

SFA reserves the right to accept any proposal which it deems most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

To be considered, each offeror must submit a complete response to this solicitation **using the forms provided, along with any other documents submitted as a part of this bid, and considered responsive to this RFP.** No other documents submitted with the RFP and Contract will affect the Contract provisions, and **there may be no modifications to the RFP and Contract language.** In the event that Offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive.

Award will be made only to a qualified and responsible offeror whose proposal is responsive to this solicitation. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required. Offeror shall submit for consideration such records of work and further evidence as may be required by the SFA's Board of Trustees. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract. The qualification data shall be submitted by each offeror along with the sealed proposal, and shall include the information and format as follows:

- Offeror must be incorporated or licensed to do business in the State of Texas and must be registered with the Food and Nutrition Division (FND) of the Texas Department of Agriculture (TDA).
- A bid bond or certified check in the amount of \$350,000 to show good faith must be enclosed.

Bonding Requirements.

Offeror shall comply with the following minimum bonding requirements, as specified by 7 CFR 3016.36(h). If the value of any contract resulting from this RFP is expected to exceed \$50,000, Offeror must provide:

- (1) *A bid guarantee equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - (2) *A performance bond for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - (3) *A payment bond for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- Annual reports or financial statements for the past fiscal year in the format of an “accountant’s review” including notes to the financial statements, and provided by a certified public accountant.
 - If offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, offeror will receive points for that experience in the evaluation of the weight criteria.
 - If offeror is presently operating a comparable, successful National School Lunch Program (NSLP) and School Breakfast Program (SBP) in a school setting, offeror will receive points for that experience in the evaluation of the weight criteria.

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror’s own risk, and he or she cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal. **Paying the FSMC from School Nutrition Program funds is prohibited until the Contract is signed.**

If additional information is requested, please contact Dwayne Jones, Executive Director of Business Services at dwaynejones@crowley.k12.tx.us. Any additional information provided to one offeror will be available to all.

F. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

G. Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

H. Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

I. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening proposals arrives, offeror understands and agrees that they are making a firm offer to enter into a contract, which may be accepted by SFA and which will result in a binding contract. **Such proposal is irrevocable for period of ninety (90) days after the time for opening of proposal has passed.** _____(FSMC must initial and date here to show agreement)

J. Final Contract

The complete contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section III, Part R, Paragraph 4 of the Standard Terms and Conditions.

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III. STANDARD TERMS AND CONDITIONS

A. Definitions

The following definitions shall apply within this document and its attachments:

1. “Accounting Periods” means each calendar month.
2. “Allowable Cost” means costs that are allowable under 2 CFR Part 225, “Cost Principles for States, Local Governments, and Indian Tribes”, 2 CFR Part 220, “Cost Principles for Educational Institutions”, and 2 CFR Part 230, “Cost Principles for Non-Profit Organizations”, as applicable, and their Attachments, and 7 CFR Parts 3015, 3016, and 3019, as applicable.
3. “Applicable Credit” means the meaning established in 2 CFR Part 225, Appendix A, Section C(4), and 2 CFR Part 230, Appendix A, Section A(5), respectively.
4. “Charge” means any charge for an Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA’s Food Service Budget; (ii) not provided for in the General and Administrative Expense Fee; and (iii) established and reasonably allocated to SFA in accordance with the Methodology for Allocated Costs, which is attached to this Contract as “Exhibit F”, and fully incorporated herein by reference.
5. “Contract” means this RFP and Contract, the exhibits attached to this RFP and Contract and FSMC’s Proposal.
6. “Cost-reimbursable” contract means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.
7. “Direct Cost” means any Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA’s Food Service Budget; and (ii) reasonably necessary in order for FSMC to perform the Services hereunder. The term “Direct Cost” does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees.
8. “Effective Date” means July 1, 2015.
9. “Fixed Fee” means an agreed upon amount that is fixed at the inception of the Contract. In a cost reimbursable contract, the fixed fee includes the contractor’s direct and indirect administrative costs and profit allocable to the Contract.
10. “FSMC’s Proposal” means Food Service Management Company’s response to the RFP and Contract.

11. “General and Administrative Expense Fee” means FSMC’s fee for those services provided at SFA’s Food Service Locations, which shall include all of the following: Personnel and Labor Relations Services and Visitation, Legal Department Services, Purchasing and Quality Control, Technical Research, Cost Incurred in Hiring and Relocating FSMC Management Personnel, Dietetic Services (Administrative and Nutritional), Test Kitchens, Accounting and Accounting Procedures, Tax Administration, Technical Supervision, Supervisory Personnel and Regular Inspections or Audit Personnel, Teaching and Training Programs, General Regional Support, General National Headquarters Support, Design Services, Menu Development, Information Technology and Support, Payroll Documentation and Administrative Cost, Sanitation, and Personnel Advice, but does not include any costs billed to SFA as Charges or Direct Costs. Expenses included in the General and Administrative Fees may not be charged in any other expense. Any travel related to these expenses must be covered by the General and Administrative Expense. Only actual, net, documented costs may be charged to SFA for any charges outside the General and Administrative Expense Fee.

12. “Meal Equivalent” can be derived in two ways to obtain the meal equivalency: 1) dividing the total cost producing a la carte items sold by the unit cost of producing a reimbursable lunch; and 2) absent cost data, dividing the a la carte revenue by the per meal sum of the Federal and State Free reimbursement plus value of USDA entitlement and bonus donated foods. A la carte revenue should include all sales to adults and a la carte sales to students. (FSMC Guidance for SFA’s, April 2009, pages 3-10-3-11)

13. “Non-profit School Food Service Account” means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

14. “Program(s)” or “Child Nutrition Program(s)” means the USDA Child Nutrition Programs in which SFA participates.

15. “Program Funds” means all funds that are required to be deposited into the Non-profit School Food Service Account.

16. “Proposal” means Food Service Management Company’s response to the RFP and Contract.

17. “Retroactive Incentive Fee” means an additional fee paid as an incentive to the FSMC to improve SFA’s food service operation, the amount of which depends on FSMC’s performance during the current school year, and related to a benchmark number mutually agreed upon by SFA and FSMC. Retroactive Incentive Fee may only apply to meals served in SFA’s food service operation during the current school year.

18. “RFP” means SFA’s Request for Proposal titled “Food Service Management Company RFP – 2015-16”, and all of its attachments.

19. “Services” means the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section O of this Contract.

20. “SFA” or “School Food Authority” means the school food authority as defined in 7 CFR § 210.2.

21. “SFA’s Food Service Budget” means the Food Service Budget for the Current School Year, which is attached to this Contract as “Exhibit C” and fully incorporated herein.

22. “SFA’s Food Service Facilities” means the areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the food services as more fully described herein.

23. “SFA’s Food Service Program” means the preparation and service of food to SFA’s students, staff, employees and authorized visitors, including the following programs: the [National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Breakfast in the Classroom, universal breakfast, the After School Care Program, Seamless Summer Option (SSO), Disaster Feeding, the Summer Program (SP), the Fresh Fruit and Vegetable Program (FFVP), the Child and Adult Care Food Program (CACFP) , the a la carte food service, Adult Meals, Catering, Vending and Concessions.

24. “SFA’s Food Service Location(s)” means the schools or other locations where Program meals are served to SFA’s schoolchildren.

25. “Summer Program” means either the Summer Food Service Program or the Seamless Summer Option identified herein below, and in which SFA participates.

26. “TDA” means the Texas Department of Agriculture.

27. “USDA” means United States Department of Agriculture, Food and Nutrition Service.

B. Scope and Purpose

1. Duration of Contract. Unless it is terminated in accordance with Section III, paragraph L, this Contract will be in effect for a period of one year commencing on July 1, 2015, and terminating on June 30, 2016, and may be renewed for four additional terms of one year each upon mutual agreement between SFA and FSMC.

2. During the term of this Contract, FSMC shall operate SFA's Food Service Program in conformance with SFA's agreement with the Texas Department of Agriculture's (TDA) Food and Nutrition Division (FND).

3. FSMC shall have the exclusive right to operate the programs checked below at the sites specified by SFA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as "Exhibit A" and fully incorporated herein. [

- ☒ National School Lunch Program (NSLP)
- ☒ School Breakfast Program (SBP)
 - ☒ Breakfast in the Classroom
 - ☒ Universal Breakfast
- ☒ After-School Care Program (ASCP—NSLP)
- ☒ Summer Food Service Program (SFSP) – (District will consider in the future)
- ☒ Seamless Summer Option (SSO-NSLP)
- ☐ Special Milk Program (SMP)
- ☒ Child and Adult Care Food Program (CACFP)
- ☒ Fresh Fruit and Vegetable Program (FFVP)
- ☒ À la Carte
- ☒ Adult Meals
- ☒ Catering
- ☐ Contract Meals

- ☒ Vending (applies only to FSMC supplied vending machines)
- ☒ Concessions (applies only to concessions operated by FSMC) – (District will consider in the future)
- ☒ Disaster Feeding [Includes H1N1 and Hurricane Feeding]
- ☐ Other:

4. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.

5. FSMC's operation of SFA's Food Service Program shall include performance by FSMC of all the Services, which are described in this Contract, for the benefit of SFA's students, faculty and staff.

6. The SFA shall retain signature authority for the application/contract, free and reduced price policy statement, and Programs indicated in Section B, Paragraph 2, herein, and the monthly claim for reimbursement. (Reference 7 CFR §210.9[a] and [b] and 7 CFR §210.16[a] [5])

7. SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility roster. (7 CFR § 210.7(c), 7 CFR § 210.9(b)(18) and 7 CFR § 245.6(e))

8. FSMC shall implement an accurate point of service count using the counting system provided by SFA in its application to participate in the School Nutrition Programs and approved by TDA for the programs listed in Section B, Paragraph 3, herein, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8.

9. SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification. SFA shall be responsible for the determination of eligibility for free or reduced-price meals and free milk, if applicable. SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable.

10. The SFA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations.

11. SFA and FSMC agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 7 CFR §3016.

12. SFA shall be legally responsible for the conduct of SFA's Food Program and shall supervise the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules and policies including regulations, rules, and policies of TDA and USDA regarding the School Nutrition Programs.

13. SFA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.

14. SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and à la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)

15. SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues, and FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.

16. SFA shall monitor the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. (7 CFR § 210.16(a) (3))

17. If there is more than one SFA Food Service Location, SFA or FSMC, on behalf of SFA, shall conduct an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year. If FSMC conducts the on-site review, FSMC will promptly report any findings to SFA. SFA shall at all times retain responsibility for the counting and claiming system. (7 CFR § 210.8(a) (1))

18. FSMC shall maintain all records necessary, in accordance with applicable regulations, for SFA, TDA and USDA to complete required monitoring activities and must make said records available to SFA, TDA, and USDA upon request for the purpose of auditing, examination and review. (7 CFR § 210.16(c) (1))

19. FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by SFA. SFA or requesting organization will be billed for the actual cost of food, supplies, labor, and FSMC's overhead and administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions unless SFA's students will be primary beneficiaries. (Reference All State Directors' Memo 99-SNP-14.)

20. Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this RFP and Contract and bid specifications.

21. SFA may request of FSMC additional food service programs; however, the SFA 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 Child Nutrition Programs. Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP and Contract, or that would constitute a material change to the RFP/Contract must be rebid. A key factor in determining materiality is whether other bidders knowing of the change would have bid differently. (Reference, FNS policy memo: July 2005 Procurement Questions)

22. FSMC shall cooperate with SFA in promoting nutrition education, health and wellness policies and coordinating SFA's Food Service Program with classroom instruction.

23. FSMC shall comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of TDA and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250, 3016, 3018, and 3019; 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP) and OMB Regulations, and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit G" and fully incorporated herein by reference.

24. Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.

25. FSMC shall comply with all SFA building rules and regulations.

26. Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations and policies. To the extent permissible under federal, state,

or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

27. Any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to food service, such as money or rebates for school improvements and student scholarship are not allowable.

28. FSMC shall obtain and post all licenses and permits that it is required to hold under federal, state or local law.

29. In the event that the RFP requires FSMC to provide management services for SFA's SP, the parties agree to operate the Program according to federal, state, and local regulations.

30. In the event that FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of 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. SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.

C. Food Service

1. FSMC shall serve meals on such days and at such times as requested by the SFA.
2. SFA shall retain control of the quality, extent, and general nature of the food service.
3. FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section B, Paragraph 3 herein.
4. In order for FSMC to offer à la carte food service, the FSMC must offer free, reduced-price, and full-price reimbursable meals to all eligible children.
5. FSMC shall provide meals that meet the standard meal pattern set by USDA.
6. FSMC shall promote maximum participation in the Programs.
7. FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A.
8. 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, and that meet School Nutrition Program requirements.
9. FSMC must 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 when the need for the substitution is certified by a licensed physician. Substitutions for disability reasons must be made on a case by case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Such statement must be signed by a licensed physician (reference: 7 CFR §210.10(g)(1)). The FSMC may make substitution for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Substitutions for students without disabilities who cannot consume the regular lunch or afterschool snack because of non-disabling medical or other special dietary needs must be made on a case-by-case basis only when supported by a statement from a licensed medical authority except in the case of fluid milk substitutions (reference: 7 CFR §210.10(g)(2)). There will be no additional charge to the student for such substitutions. (USDA, “*Accommodating Children with Special Dietary Needs in the School Nutrition Programs Guidance for School Food Service Staff.*”)

~~10. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student’s parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student’s diet. Approval for fluid milk substitutions shall remain in effect until the medical authority or the student’s parent or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. (Reference 7 CFR § 210.10[g] and 7 CFR § 220.8)~~

D. Use of Advisory Group/Menus

1. SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR § 210.16[a] [8])

2. FSMC shall serve meals that follow the 21-day menu cycles that meet the food specifications contained in Food Specifications, which is attached to this Contract as “Exhibit E” and fully incorporated herein, and that meet School Nutrition Program requirements. Additionally,

SFA and FSMC shall agree to detailed Meal Specifications for each meal included in the 21-day cycle menus in Program Cycle Menus, which are attached to this Contract as “Exhibit B” and fully incorporated herein. At minimum, such Meal Specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified for the 9th day in the NSLP menu cycle. A hard copy of these recipes shall be kept on file at SFA.

3. FSMC must follow (i) the 21-day menu cycle and Meal Specifications developed by SFA for the NSLP, (ii) the 21-day menu cycle and Meal Specifications developed by SFA for the SBP, (iii) the 21-day menu cycle and Meal Specifications developed by SFA for the After School Snack Program, and (iv) the 21-day menu cycle and Meal Specifications developed by SFA for the Summer Program.

4. FSMC shall serve a la carte items that follow a 21-day menu cycle contained in Exhibit B and that meet all state and federal School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to detailed a la carte specifications for each a la carte item included in the 21-day cycle menu; at a minimum, such specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified for the 9th day in the a la Carte menu cycle. A hard copy of these recipes shall be kept on file at SFA.

5. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCP, Summer Program or the a la carte items without written approval of SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR §210.16 and 7 CFR §210.10) Any changes or variances requested by FSMC for substitutions to SFA menu of lower quality food items shall be justified and documented in writing. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is

applicable to food production records and shall make such documentation available to SFA, TDA and USDA for review upon request. (7 CFR 210.16(c) (1) and 7 CFR §210.23)

6. FSMC must submit a FFVP (Fresh Fruits and Vegetable Program) cycle menu based on the information contained in the 2004 Resource, *Fruits and Vegetables Galore: Helping Kids Eat More, available from the FNS website*.

7. FSMC must comply with SFA's local wellness policy. In addition, the FSMC must comply with all state and local laws that affect school meal preparation and/or service.

E. Purchases

1. If FSMC is procuring goods or services that are being charged to SFA under a cost-reimbursable contract or under Section O of this Contract:

a. FSMC may not serve as a vendor.

b. SFA shall ensure that FSMC fully discloses all discounts, rebates, Applicable Credits, allowances, and incentives received by the FSMC. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other Applicable Credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.

c. If FSMC receives a discount, rebate, Applicable Credit, allowance, or incentive, FSMC must disclose and return to the SFA nonprofit school food service account the full amount of the discount, rebate, or Applicable Credit that is received based on the purchases made on behalf of SFA, and appropriate records to ensure compliance must be maintained by FSMC. 7 CFR Part 210.21(f)(1)(i).

d. FSMC's determination of its allowable costs must be made in compliance with the applicable Department and Programs regulations and "Cost Principles for States, Local Governments, and Indian Tribes" 2 CFR Part 225; "Cost Principles for Educational Institutions" 2 CFR Part 220; and "Cost Principles for Non-Profit Organizations" 2 CFR Part 230.

e. FSMC must (1) separately identify, for each cost submitted for payment to the school food authority, the amount of an Allowable Cost and the amount that is unallowable,

or (2) FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and that records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

f. FSMC shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

g. The method by which FSMC shall report discounts, rebates and other Applicable Credits allocable to the Contract that are not reported before the conclusion of the contract is that all discounts shall be reported in writing within thirty (30) days of the conclusion of the contract.

h. All discounts, rebates, allowances, and incentives must be returned to SFA by within ninety (90) days from the date received.

i. Under a cost-reimbursable contract, FSMC shall maintain documentation of costs and discounts, rebates and other Applicable Credits consistent with federal, state and local regulations, and shall furnish such documentation upon request to the SFA, or state or federal representatives or auditors.

2. Whether SFA conducts its own procurement or whether FSMC procures products on behalf of SFA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.

3. FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for SFA or TDA review. Cost should be broken into two categories, operational cost and administrative cost.

a. Operational cost should cover the primary cost to run the FFVP to include purchase of fruits and vegetables, including the cost of pre-cut produce and delivery of charges; non-food items or supplies that are used in serving and cleaning; and salaries and fringe benefits for employees engaged in preparing and distribution fresh fruits and vegetables, and in maintaining a sanitary environment.

b. Administrative costs are used principally to support planning and managing the program. Administrative costs cannot exceed 10 percent of the SFA's FFVP costs. The

SFA is required to strictly scrutinize all requests for reimbursement of FFVP costs, to ensure that those costs are: (i) allowable; (ii) actual costs; (iii) fully documented; (iv) utilized to purchase fresh fruits and vegetables in accordance with applicable law and regulations; and (v) do not request reimbursement for more than 10% for administrative costs. TDA will monitor the SFA and FSMC to ensure strict compliance with this provision.

4. SFA must check one of the purchasing options stated herein below

- a. ☐ SFA will do all purchasing for School Nutrition Program.
- b. ☐ Except for Section O, Paragraph 2, SFA will do all purchasing for CNP.
- c. ☐ For Cost-Reimbursable Contracts: FSMC bills SFA for foods when purchased. At the option of SFA, FSMC will purchase back unused supplies from SFA at the termination of the Contract in order to prevent overbuying (if FSMC bills SFA for supplies as purchased, rather than as used).
- d. ☒ For Fixed-Price Per Meal Contracts: FSMC will buy the beginning inventory, exclusive of commodities, from SFA (not applicable in a cost-reimbursable contract since FSMC should only be charging for new purchases).

5. SFA and FSMC acknowledge that, to the extent required by 7 CFR § 250.23, SFA must, whenever possible, purchase only food products that are produced in the United States.

6. SFA and FSMC acknowledge that to the extent required by Texas Education Code § 44.042(a), unless preempted by federal law or regulations, SFA or FSMC, if box “c” or “d” has been checked in paragraph 3 herein above, shall purchase agricultural products produced, processed or grown in Texas if the cost and quality are equal.

The availability of Texas products is expected by SFA. The farm to school relationship should be enhanced, encouraged and supported by any vendor supplying goods to SFA. Therefore, SFA will always give preference to items that can be delivered within 24 hours of harvest or production. It is encouraged that the FSMC submit a list of locally grown, processed, and manufactured items available through them for consideration on a regular basis. The products must be labeled and a good faith effort put forward by FSMC to purchase local first when available. In keeping with our mission of establishing relationships, we advocate for a fair price be paid to farmers to help make this important segment of our business sustainable.

F. USDA-Donated Foods

1. SFA shall retain title to all USDA-donated foods.
2. FSMC will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable.
3. SFA shall assure that the maximum amount of USDA-donated foods are received and utilized by FSMC. (7 CFR § 210.9(b)(15))
4. SFA shall ensure that FSMC has credited it for the value of all USDA-donated foods received for use in SFA's meal service in the school year. (7 CFR § 250.51(a))
5. SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. (7 CFR § 250.15)
6. FSMC shall accept and use all donated ground beef and ground pork products, and all processed end products, without substitution, in SFA's Food Service Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork and processed end products to SFA. 7 CFR § 250.52(c)
7. FSMC further agrees to accept and use all other donated foods in SFA's food service. FSMC may use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA-donated foods, in SFA's Food Service Program.

SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.

Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA-donated foods to SFA. The value of other unused USDA-donated foods shall be based on the market value of all USDA-donated commodities received for use in SFA's food service. Market value shall be the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the USDA-donated foods are received by SFA. (7 CFR § 250.51(a))
8. FSMC is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the SFA. FSMC agrees that any procurement of end products by FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements. FSMC shall credit SFA for the value of USDA-donated foods contained in the end products at the processing agreement value. All refunds received

from processors must be credited to SFA's Nonprofit School Food Service Account. (7 CFR § 250.51(a))

9. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods.

10. FSMC shall credit SFA for the value of all USDA-donated foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA-donated foods contained in processed end products. The manner in which FSMC shall account for the value of USDA-donated foods is (7 CFR § 250.51):

☒ Fixed-meal rate: FSMC must subtract from SFA's monthly bill/invoice the market value of all USDA-donated commodities received for use in SFA's food service. The market value is based on the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the USDA-donated foods are received by SFA.

☐ Cost-reimbursable: FSMC must itemize, in a separate line item in the regular monthly billing to SFA, the savings resulting from use of donated commodities based on the market value of all USDA-donated commodities received for use in SFA's food service. The market value is based on the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the donated foods are received by SFA.

FSMC is prohibited from cashing out USDA-donated foods and providing a credit to SFA for USDA-donated foods. (7 CFR § 250.13)

11. FSMC will comply with 7 CFR part 250 concerning storage and inventory management of USDA-donated foods. FSMC will maintain accurate and complete records with respect to the receipt; use/disposition, storage, and inventory of USDA-donated foods. Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA-donated foods.

12. FSMC shall allow SFA and/or any state or federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA-donated foods. (7 CFR § 250.53(a) (10))

13. FSMC shall maintain records to document its compliance with requirements relating to USDA-donated foods in accordance with 7 CFR § 250.54(b). (7 CFR § 250.53(a) (11))

14. In a Fixed-meal rate contract, the bid rate per meal must be calculated as if no USDA-donated commodities were available.

15. FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA-donated foods. (7 CFR § 250.53(a) (12))

16. FSMC shall ensure that all federally donated foods received by the SFA and made available to the FSMC accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein; [7 CFR § 210.16(a)(6)]

G. Employees

1. FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on SFA's premises for efficient operation of the Programs.

2. SFA must designate if current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or be subject to employment by the FSMC. This must agree with the information reported in the List of Charts and Other Attachments, Chart 4, which is attached to this Contract as "Exhibit D" and fully incorporated herein and the Schedule of FSMC Employees, which is attached to this Contract as "Exhibit H" and fully incorporated herein.

Employees retained by: ☐ SFA (See Exhibit D, Chart 4.)
 ☐ FSMC (See Exhibit H.)
 ☒ Both SFA and FSMC (See Exhibit D, Chart 4 and Exhibit H)

For any employees retained by FSMC, SFA shall provide in Exhibit H a list of each FSMC food service position and the minimum qualifications acceptable to SFA for each position.

3. Any food service position not identified in the above-stated Exhibits shall be an employee of SFA. Such employees shall be supervised on SFA's behalf by FSMC management employees; provided, however, that SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.

4. If SFA is sharing FSMC employees with other SFAs, SFA shall identify in Chart 9 of the “List of Charts and Other Attachments,” which is attached to this Contract as “Exhibit D” and fully incorporated herein, each SFA with whom the FSMC employee is to be shared and state the percentage of time each employee will spend with each SFA. SFA’s budget shall reflect percentage of time each employee will work at SFA and for which SFA will be charged.

5. SFA shall have final approval regarding the hiring of the Director of Food Service (the “Food Service Director”).

6. FSMC shall comply with all wage and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except for the Food Service Director. FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of FSMC.

7. If provided for in the Proposal, SFA and FSMC may transition SFA’s food service employees to FSMC’s payroll. If transition occurs, FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay cost of transferring SFA employees to FSMC payroll. Under a cost-reimbursable contract, after transition occurs, FSMC may charge the cost of transitioned employees to SFA as Direct Costs.

8. FSMC shall provide Workers’ Compensation coverage for its employees, as required by law.

9. FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA’s premises as established by SFA and which are furnished in writing to FSMC.

10. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA. Under a cost-reimbursable contract, fringe benefits, as well as the basis for any salary increases, must be specified in the Proposal and approved by SFA in order for these to be Allowable Costs. Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff

participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.

11. FSMC shall assign to duty on SFA's premises only employees acceptable to SFA.

12. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.

13. FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.

14. FSMC shall cause all of its employees assigned to duty on SFA's premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.

15. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

16. To the extent and in the manner required by state law, FSMC shall perform a security (background) check on any FSMC employee that will be working at SFA.

17. FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.

18. Neither SFA nor FSMC shall during the Term of this Contract or for one (1) year thereafter solicit to hire, hire or contract with the other's employees who manage any of the Programs or any other employees or who are highly compensated employees. In the event of such breach of this clause, the breaching party shall pay and the injured party shall accept as liquidated damages, an amount equal to twice the annual salary of the subject employee. Such liquidated damages may not be paid from the Program funds. This provision shall survive the termination of this Contract.

H. Use of Facilities, Inventory, Equipment, and Storage

1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services. SFA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.

2. At the commencement, termination or expiration of this Contract, FSMC and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program. FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and SFA will sign a summary of the beginning inventory at the commencement and at the expiration or termination of this Contract and keep a copy of each on file with this Contract.

3. At the commencement and at the expiration or termination of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. Commodities shall also be inventoried by a separate inventory. FSMC and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory, when completed, shall become a part of this Contract by incorporation. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from: (1) normal wear and tear; or (2) theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for commodities inventories, shall be determined by invoice cost. The value of commodities inventories shall be the market value, which is the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the USDA-donated foods are received by SFA.

4. During the course of this Contract, title to all SFA food and supplies shall remain in SFA.

5. 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 SFA.

6. SFA 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 FSMC.

7. FSMC shall maintain adequate storage procedures, inventory and control of USDA-donated foods in conformance with SFA's agreement with TDA.

8. FSMC shall provide SFA with keys for all food service areas secured with locks.

9. SFA shall provide FSMC with local telephone service.

10. SFA shall provide water, gas and electric service for the food service program. If SFA is providing water, gas and electric service for the food service program, charges to the food service account shall be determined in the following manner:

District will:

- 1) Calculate the square footage of the kitchen by developing a percentage of utilities based on the square footage of the food service facilities in relation to the total school square footage.
- 2) Determine the percentage of time the kitchen is in use compared to the total campus use. (The kitchen may operate 7 hours but the school day with activities may be 9 hours.)
- 3) Apply percentages to the average cost of the total utilities.

District will only charge utilities for kitchens during months of operation (if the kitchen was not operating in the summer, District will not charge the food service operation for utilities during the summer months.) District will not include cafeteria usage when the cafeteria is used for purposes other than feeding students (pep rallies, study hall, evening functions).

11. SFA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules and regulations.

12. SFA shall be responsible for any losses, including USDA-donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC.

13. FSMC shall not remove any food preparation and serving equipment owned by SFA from SFA's premises.

14. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.

15. FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within ten days of its placement on SFA premises.

16. FSMC shall comply with all SFA building rules and regulations.

17. FSMC shall not use SFA's facilities to produce food, meals or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account.

18. SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA.

19. Upon termination of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings used in SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

I. Health Certifications/Food Safety/Sanitation

1. FSMC shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of § 210.13(b). (7 CFR § 210.9(b) (14))

2. FSMC shall maintain all State of Texas and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c) (2))

3. FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

4. FSMC shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a) (7))

5. SFA shall maintain applicable health certification and ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at a SFA facility. (7 CFR § 210.16(a) (7))

6. SFA shall provide sanitary toilet and hand washing facilities for the employees of FSMC.

7. FSMC shall be responsible for cleaning food service equipment, kitchen floors, hoods and grease filters.

8. SFA shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. FSMC will notify SFA of any problems in this area.

9. SFA shall be responsible for removal of trash and garbage resulting from the food service program in compliance with SFA's schedule for waste disposal.

10. SFA shall be responsible for all regular food service related building maintenance, with the exception of normal clean up.

11. SFA shall clean the kitchen and dining room areas. (See Exhibit D, Chart 2, Designation of Program Expenses)

12. SFA shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.

13. FSMC shall place garbage and trash in containers in designated areas as specified by SFA.

14. 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 SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.

15. SFA shall routinely clean grease traps, ductwork, plenum chambers and roof fans.

16. SFA shall provide extermination services as needed.

17. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.

18. FSMC shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by 42 U.S.C. § 1758(h)(5)(A).

19. FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by 42 U.S.C. § 1758(h)(1).

J. Financial Terms

1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis. Any profit or guaranteed return shall remain in the SFA's Non-profit School Food Service Fund.

2. All facilities, equipment and services to be provided by SFA shall be provided at SFA's expense.

3. Computation of Meal Equivalency Rate

Meal Equivalency Rate means the sum of the total reimbursement received for each lunch meal served and claimed. The equivalency factor shall remain fixed for the term of the Contract and all renewals.

MEAL EQUIVALENCY RATE

Lunch Rate

Current Year Federal Free Rate of Reimbursement:	\$ <u>2.98</u>
Current Year State Match Reimbursement Rate:	\$ <u>0.0255</u>
Current Year State Program Reimbursement Rate (If Applicable):	\$ _____
Current Year Value of USDA Entitlement Donated Foods:	\$ <u>0.2475</u>
Current Year Value of USDA Bonus Donated Foods (If Applicable):	\$ _____
Total Meal Equivalent Rate:	\$ <u>3.253</u>

4. Payment Terms/Method

SFA must select one of the following two options (**Check method selected**):

☒ a. (Competitive Sealed Proposals) Fixed-meal Rate Bid—the FSMC must bid and will be paid at a fixed rate per meal/Meal Equivalent. The offer amount should be based on assumption that no donated commodities will be available for use. The method by which FSMC will use and account for USDA-donated foods shall be in accordance with section F of the Standard Terms and Conditions herein above.

To be completed by the FSMC:

Fixed Price Per Meal/Meal Equivalent:

Breakfast	\$ _____
Lunch	\$ _____
Snack	\$ _____
A la Carte	\$ _____

SP Fixed Price Per Meal/Meal Equivalent:

Breakfast	\$ _____
Lunch	\$ _____
Snack	\$ _____

Award Criteria

Proposals will be evaluated by a SFA committee based on the offer per meal/meal equivalent and the criteria, categories and assigned weights as stated herein below (to the extent applicable).

Committee members must consist of SFA employees familiar with the regulations and requirements of the school nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent contract. Each area of the award criteria must be addressed in detail in the Proposal.

Weight Criteria

SFA must determine in advance what percentage (total of 100 points which equals 100%) each category below will be given when comparing proposals.

(__20__) points Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC's ability to provide services as stated in the RFP/Contract)

(__15__) points Experience, References

(__20__) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References

(__15__) points Financial Condition/Stability, Business Practices

(__5__) points Accounting and Reporting Systems

(__5__) points Personnel Management

(__5__) points Innovation

(__5__) points Promotion of the School Food Service Program

(__10__) points Involvement of Students, Staff, and Patrons

100 points TOTAL

The fixed price per meal/meal equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home: South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to SFA by April 1 of each year. No other fee increases will be allowed.

☐ b. (Competitive Sealed Proposals) Cost-Reimbursable contract—the FSMC will be paid on the basis of the Direct Cost incurred plus any fixed fees. The value of commodities used must be itemized in the regular monthly billing to the SFA to document savings resulting from commodity usage. The values are to be determined in accordance with section F of the Standard Terms and Conditions herein above.

(1) All program expenses not otherwise defined in the Contract will be assumed to be covered by the FSMC under the General and Administrative Expense Fee. All indirect and overhead costs must be included in the General and Administrative Expense Fee.

(2) The following must be included in the General and Administrative Expense Fee and may not be charged in any other expenses. Also, any travel relating to the following must be covered by the General and Administrative Expense Fee.

- Personnel and Labor Relations Services and Visitation
- Legal Department Services
- Purchasing and Quality Control
- Technical Research
- Cost Incurred in Hiring and Relocating FSMC Management Personnel
- Dietetic Services (Administrative and Nutritional)
- Test Kitchens
- Accounting and Accounting Procedures
- Tax Administration
- Technical Supervision
- Supervisory Personnel and Regular Inspections or Audit Personnel
- Teaching and Training Programs
- General Regional Support

- Teaching and Training Programs
- General Regional Support
- General National Headquarters Support
- Design Services
- Menu Development
- Information Technology and Support
- Payroll Documentation and Administrative Cost
- Sanitation
- Personnel Advice

(3) SFA must determine whether a Retroactive Incentive Fee will be considered by SFA for the General and Administrative Expense Fee. Please check one:

- ☐ SFA will entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's General and Administrative Expense Fee. FSMC shall include Retroactive Incentive Fee scale in box herein below.
- ☐ SFA will not entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's General and Administrative Expense Fee.

If neither box is checked, it is assumed that SFA will not entertain a proposal with a Retroactive Incentive Fee per meal served for FSMC's General and Administrative Expense Fee.

To be completed by the FSMC (Complete One):

Flat Fee: \$ _____

OR

General and Administrative Expense Fee Per
Meal/Meal Equivalent: \$ _____

(4) The Management Fee represents a profit to the FSMC. SFA must determine whether a Retroactive Incentive Fee will be considered by SFA. Please check one:

- ☐ SFA will entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's Management Fee. FSMC shall include Retroactive Incentive Fee scale in box herein below.

- ☐ SFA will not entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's Management Fee.

If neither box is checked, it is assumed that SFA will not entertain a proposal with a Retroactive Incentive Fee per meal served for FSMC's Management Fee.

To be completed by the FSMC (Complete One):

Flat Fee: \$ _____

OR

Management Fee Per
Meal/Meal Equivalent: \$ _____

(5) Management and General and Administrative Expense Fees shall be paid by the SFA.

Award Criteria

Proposals will be evaluated by a SFA committee based on the offers as set out above and the criteria, categories and assigned weights as stated herein below (to the extent applicable).

Committee members must consist of SFA employees familiar with the regulations and requirements of the child nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent contract. Each area of the award criteria must be addressed in detail in the Proposal.

Weight Criteria

SFA must determine in advance what percentage (total of 100 points which equals 100%) each category below will be given when comparing proposals.

- (_____) points Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC's ability to provide services as stated in the RFP/Contract)
- (_____) points Experience, References
- (_____) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References
- (_____) points Financial Condition/Stability, Business Practices
- (_____) points Accounting and Reporting Systems

- (____) points Personnel Management
- (____) points Innovation
- (____) points Promotion of the School Food Service Program
- (____) points Involvement of Students, Staff, and Patrons

100 points TOTAL

The General and Administrative Expense and Management Fees may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [insert one CPI regional index: South-Size Class A (population of metropolitan area over 1.5 million), South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), or South-Size D (all nonmetropolitan areas)] (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to SFA by April 1 of each year. No other fee increases will be allowed.

5. For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, After School Care Program and Summer Program meals served to children shall be determined by actual count; provided, however, that no payment will be made to FSMC for meals that: (i) are spoiled or unwholesome at the time of delivery; (ii) do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or (iii) do not otherwise meet the requirements of this Contract.

6. Payment Terms/Method: FSMC shall invoice SFA within ten (10) days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.

7. SFA shall make payment in accordance with the Texas Prompt Payment Act Tex. Gov't Code Chapter 2251; however, no interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.

8. ~~If this is a cost reimbursable contract, FSMC must submit detailed cost documentation for each Accounting Period to support what the SFA is charged for each cost, Charge, or expense. Costs, Charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by TDA. Upon termination of the Contract, all outstanding amounts shall immediately become due and payable. Each invoice submitted by FSMC will include reconciliation for any overpayment or~~

~~underpayment from prior Accounting Periods and shall identify and account for donated food as stated herein above.~~

9. FSMC shall be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees. FSMC shall indemnify and hold SFA harmless for all claims arising from payment of such taxes and fees.

FSMC may charge SFA for all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll and withholding taxes, FSMC actually paid for FSMC employees. FSMC may not charge late fees, penalties, or interest.

~~10. If this is a cost reimbursable contract, FSMC shall not pay any bonuses under this Contract that are not specifically provided for in the Budget and within the scope or original intent of this RFP/Contract and FSMC's Proposal. Bonuses, if any, shall be awarded, in part, on the basis of criteria mutually established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.~~

11. If this is a cost reimbursable contract, SFA _____
[insert shall or shall not] reimburse for reasonable cellular telephone expense incurred by the Director for communications related to the Contract. Reasonable cellular telephone expenses shall be charged as an expense by FSMC. Reasonable expenses [shall/shall not] include additional services such as paging, e-mail or voice mail. [Include the following if paging services are allowed...Paging, email or voice mail services will be reimbursed at the same rate as received by SFA employees and must be charged as an expense by the FSMC]

12. If this is a cost reimbursable contract, SFA _____
[insert shall or shall not] reimburse for travel expenses.

[If SFA is reimbursing for travel expenses] Reimbursement shall be for on-site FSMC staff only, that are Direct Costs related to the Contract and which are provided for in the budget. Reasonable expenses shall include mileage reimbursement, lodging (at the lowest available room rate) and reasonable meal expenses. Mileage, lodging and meal expenses will be reimbursed at the same rate as received by SFA employees.

13. SFA and FSMC shall cooperate to ensure that SFA's Food Service Program is operated in accordance with SFA's Food Service Budget. In the event that FSMC's operation of SFA's Food Service Program results in a deficit greater than the projected deficit stated in SFA's Food Service Budget or a return that is less than the projected return stated in the Food Service Budget, FSMC shall within 30 days pay SFA a guaranty payment as provided for by the "Schedule of Terms for FSMC Guaranty," which is attached to this Contract as "Exhibit I" and fully incorporated herein. In the event that FSMC pays a guaranty, FSMC may not recover the guaranty from SFA in subsequent Contract years.

14. SFA shall not be responsible for any expenditure incurred by FSMC before execution of this Contract and approval by TDA.

K. Books and Records

1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 10th day following the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the 10th day following the month in which services were rendered. SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.

2. FSMC shall maintain records at SFA's premises to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.

3. FSMC shall provide SFA with a year-end statement.

4. If this is a cost-reimbursable contract, SFA may conduct an internal audit of food, labor and other expense items as needed.

5. SFA and FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.

6. FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal

representatives and auditors. If audit findings regarding FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17], 7 CFR §3016.36[i][10], and 7 CFR §3019.48[d])

7. Authorized representatives of SFA, TDA, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.

8. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

L. Term and Termination

1. If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to FSMC, then SFA shall have the option to terminate this Contract by giving 10 days written notice to FSMC.

2. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.

3. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.

4. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against FSMC.

5. FSMC shall promptly pay SFA the full amount of any meal overclaims, disallowed costs or other fiscal actions which are attributable to FSMC's actions hereunder, including those overclaims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.

6. SFA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.

7. Upon service ending by either contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC or SFA if SFA is returning to a self-operated food service and with TDA to ensure a smooth and timely transition to the replacement FSMC or SFA.

M. Insurance

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Texas. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of award.

2. The information below must be completed by SFA:

a. Comprehensive General Liability—includes coverage for:

- 1) Premises—Operations
- 2) Products—Completed Operations
- 3) Contractual Insurance
- 4) Broad Form Property Damage
- 5) Independent Contractors
- 6) Personal Injury

\$ 1,000,000 Combined Single Limit.

b. Automobile Liability coverage with a \$ 1,000,000 Combined Single Limit.

- c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$ 1,000,000.
- d. Excess Umbrella Liability with a combined single limit of \$ 4,000,000.
- 3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
- 4. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
- 5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

N. Trade Secrets and Proprietary Information

1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets"). SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods. Without limiting the foregoing and except for software provided by SFA, SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to FSMC and not SFA. Furthermore, SFA's access or use of such software shall not create any right, title interest or copyright in such software and SFA shall not retain such software beyond the termination of this Contract. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All of SFA's obligations under this section are subject to SFA's obligations under the Texas Public Information Act and any other law that may require SFA to use, reproduce

or disclose FSMC confidential information. This provision shall survive termination of this Contract.

2. Any discovery, invention, software or program, the development of which is paid for by SFA, shall be the property of SFA to which TDA and USDA shall have unrestricted rights.

3. During the term of this Contract, FSMC may have access to SFA confidential information ("SFA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)). FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter. FSMC further agrees that FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC's obligations under this Contract. FSMC will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA's Confidential Information provided to FSMC by SFA, and FSMC will destroy all other copies of SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

O. Optional Requirements to Be Included

The scope of this Contract shall include these additional services. **Check options that apply.**

☒ 1. Financing of Certain Equipment.

(a) FSMC may finance equipment for SFA's Food Service Program in an amount not to exceed \$500,000. SFA will follow its usual procurement procedures for any transaction that is financed by FSMC; FSMC cannot be the vendor for any procurement that it finances for SFA. SFA shall repay any financing provided by FSMC at the rate specified when the equipment was purchased, which sum shall be charged to SFA as a Direct Cost to the food service program. Ownership of the equipment shall at all times remain with SFA. Any equipment costing \$5,000 or more must be approved in advance by TDA.

(b) If the Contract expires or is terminated prior to the complete repayment of the investment, SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Contract, either:

- ☐ 1) Deliver the equipment or other items funded by the investment to the FSMC in full release of the unpaid balance.

OR

- ☒ 2) Retain the property and continue to make payments in accordance with the amortization schedule. (Reference. "Contracting with Food Service Management Companies: Guidance for School Food Authorities", April 2009, pages 3-12 – 3-13.)

☐ 2. Information Technology Systems

FSMC shall provide, install, deploy into production, operate and maintain and support an information technology system (the "IT System") (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of SFA's Food Service Programs. SFA shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of the IT System. FSMC's IT System shall provide the following services: _____.

☒ 3. SFA Transition Employee Positions and Dates of Transition. As of July 2015, any employee who desires, having been an employee of Crowley Independent School District with 10 or more years and who is within the TRS Guidelines of five (5) years of retirement eligibility, may remain an employee of Crowley Independent School District. FSMC shall provide proposed fixed meal rates as if 100% of SFA employees transition to FSMC payroll.

☒ 4. Other.

- a) Delivery Truck – The FSMC will provide a refrigerated delivery truck, gross weight less than 10,000 pounds. The truck will be equipped with a refrigerated cargo box, lift gate, cargo bars and straps in order to secure items from moving during transport. The truck will be owned and maintained by FSMC.
- b) Commodity Storage – SFA will provide a specified area(s) for commodity storage determined by SFA.

P. Summer Food Service Program

1. SFA shall be responsible for determining eligibility of all SFSP sites.
2. SFA, as sponsor, shall be responsible for all management responsibilities of the SFSP, as described in 7 CFR § 225.15 (a)(3).
3. Bonding requirements.
 - d. Bid guarantee (when the SFSP portion of the bid exceeds \$50,000): Offeror shall submit with his or her bid a bid guarantee in the amount of \$_____, which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. (SFSP Memorandum 13-2014: Procurement Thresholds in the Summer Food Service Program, January 10, 2014). Bid guarantees other than bid bonds will be returned (a) to unsuccessful Offerors as soon as practicable after the opening of proposals and (b) to the successful Offeror upon execution of such further contractual documents. (i.e., insurance coverage) and bonds as may be required by the bid.
 - e. Performance guarantee (when the SFSP portion of the Contract exceeds \$50,000): FSMC must obtain a performance bond in the amount of \$_____ [10 percent of the value of the Contract] which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. (SFSP Memorandum 13-2014: Procurement Thresholds in the Summer Food Service Program, January 10, 2014). Bid guarantees other than bid bonds will be returned to unsuccessful Offerors as soon as practicable after the opening of proposals. Performance bonds for the successful Offeror shall be held for the duration of the Contract.
4. SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
5. FSMC must comply with the 21-day menu cycle developed by SFA for the SFSP (Exhibit B) and include it in the RFP. SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The SFA shall inform TDA of menu changes for the SFSP.

6. SFA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for pre-approval and during operation of the program.
7. SFA will make the final determination of the opening and closing dates of all SFSP sites, if applicable.
8. FSMC may use donated foods to conduct SFSP in accordance with Section F of the Standard Terms and Conditions herein above and 7 CFR part 225 and 7 CFR parts 3016 or 3019.

Q. Certifications

FSMC shall execute and comply with the following Certifications: (i) Debarment certification shall be provided by: a) the SFA providing the page from *The System for Award Management* and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced *The System for Award Management*, or b) that by signing this Agreement that the FSMC certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Texas, or c) submitting the TDA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form. (ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit J and fully incorporated herein; (iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit K and fully incorporated herein; and (iv) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit L and fully incorporated herein; Discount and Rebate Certification, which is attached to this Contract as Exhibit M and fully incorporated here.

R. Miscellaneous

1. Emergency Notifications.
 - A. SFA shall notify FSMC of any interruption in utility service of which it has knowledge.
Notification will be provided to:
Name [FSMC information]:
Title:
Telephone number:
Alternate telephone number:

B. SFA shall notify FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations. Notification will be provided to:

Name [FSMC information]:

Title:

Telephone number:

Alternate telephone number:

2. Governing Law. This Contract is governed by and shall be construed in accordance with Texas law.
3. Headings. All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.
4. Incorporation/Amendments. This Request for Proposal and Contract, which includes the attached Exhibits A – M and FSMC’s proposal documents (collectively the “Contract Documents”), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) SFA’s Request for Proposal and Contract and (ii) FSMC proposal documents. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by TDA.
5. Indemnity. Except as otherwise expressly provided in this Contract, FSMC will defend, indemnify, and hold SFA 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 actions of 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 SFA, its employees or agents. This clause shall survive termination of this Contract.
6. Nondiscrimination. Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.

7. Notices. All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA:

To FSMC:

Copy to:

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

8. Severability. If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
9. Silence, absence or omission. Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.
10. Subcontract/Assignment. No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
11. Waiver. The failure of FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
12. TDA review. This Contract is not effective until it is approved, in writing, by TDA.

(THIS SPACE INTENTIONALLY LEFT BLANK)

AGREEMENT

Offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

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

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

ATTEST:

SCHOOL FOOD AUTHORITY:

Name of SFA

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT
COMPANY:

Name of FSMC

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

Exhibit A

SCHEDULE OF FOOD SERVICE LOCATIONS AND SERVICES PROVIDED NSLP, SBP, SSP, FFVP, A'la Carte, Adult & Catering can be offered at each location.

**Crowley High School
North Crowley High School
Crowley 9th Grade Campus
North Crowley 9th Grade Campus
Bill R. Johnson CTE Center
H.F. Stevens Middle School
Crowley Middle School
Summer Creek Middle School
Sue Crouch Intermediate
S.H. Crowley Intermediate
David Walker Intermediate
Mary Harris Intermediate
Bess Race Elementary
Sycamore Elementary
Deer Creek Elementary
Meadowcreek Elementary
Jackie Carden Elementary
Parkway Elementary
Oakmont Elementary
Dallas Park Elementary
J.A. Hargrave Elementary
Sidney H. Poynter Elementary
Crowley Learning Center
Special Education Office (NSLP, SBP, SSP, FFVP, A'la Carte, & Adult)
The Administration Building (NSLP, SBP, SSP, FFVP, A'la Carte, & Adult)**
(Note: Any program not operated in a particular school
should be listed in Parenthesis by name of school.)

Exhibit B
Program Menu Cycles
2015-2016 School Year

ELEMENTARY BREAKFAST IN THE CLASSROOM

Monday	Tuesday	Wednesday	Thursday	Friday
French Toast Sticks Blueberry Muffin String Cheese Fresh Fruit Assorted Fruit Juice Variety of Milk	Turkey Pancake Wrap Assorted Cereal Animal Crackers Fresh Fruit Assorted Fruit Juice Variety of Milk	Cinnamon Dazzle UBR Assorted Cereal String Cheese Assorted Fruit Assorted Fruit Juice Variety of Milk	Country Chicken Biscuit Assorted Cereal Graham Crackers Fresh Fruit Assorted Fruit Juice Variety of Milk	Blueberry Muffin Raspberry Yogurt Cherry Frudel Assorted Fruit Assorted Fruit Juice Variety of Milk
Maple Pancakes Apple Cinnamon Muffin String Cheese Fresh Fruit Assorted Fruit Juice Variety of Milk	Egg & Cheese Bagel Assorted Cereal Bagel & Cream Cheese Assorted Fruit Assorted Fruit Juice Variety of Milk	Blueberry UBR Banana Chocolate Bar Fresh Fruit Assorted Fruit Juice Variety of Milk	Apple Stick Graham Crackers Strawberry Pancakes Fresh Fruit Assorted Fruit Juice Variety of Milk	Sausage Biscuit Oatmeal Choco Chip Bar Assorted Fruit Assorted Fruit Juice Variety of Milk
Blueberry Mini Waffles Assorted Cereal Strawberry Yogurt Parfait Assorted Fruit Assorted Fruit Juice Variety of Milk	Bacon, Egg & Cheese Bagel Glazed Cinnamon Roll Fresh Fruit Assorted Fruit Juice Variety of Milk	Egg, Cheese & Sausage Flatbread Assorted Cereal String Cheese Fresh Fruit Assorted Fruit Juice Variety of Milk	Bagel Chocolate Chip Muffin String Cheese Fresh Fruit Assorted Fruit Juice Variety of Milk	Cheesy Sausage & Egg Burrito Chocolate Chip Oat Bar Vanilla Yogurt Fresh Fruit Assorted Fruit Juice Variety of Milk
Turkey Pancake Wrap Bagel & Cream Cheese Fresh Fruit Assorted Fruit Juice Variety of Milk	Sunberry Blast UBR English Muffin Fresh Fruit Assorted Fruit Juice Variety of Milk	Assorted Cereal Scooby Doo Cinna Graham Strawberry Banana Yogurt Assorted Fruit Assorted Fruit Juice Variety of Milk	French Toast Sticks Chocolate Chip Muffin String Cheese Fresh Fruit Assorted Fruit Juice Variety of Milk	Country Chicken Biscuit Golden Grahams Animal Crackers Fresh Fruit Assorted Fruit Juice Variety of Milk
Chocolate Chip Muffin String Cheese Golden Grahams Bar Fresh Fruit Assorted Fruit Juice Variety of Milk	Turkey Pancake Wrap Assorted Cereal Graham Crackers Fresh Fruit Assorted Fruit Juice Variety of Milk	Cheesy Sausage & Egg Breakfast Burrito Apple Frudel Assorted Fruit Assorted Fruit Juice Variety of Milk	Egg, Cheese & Sausage Slider Graham Crackers English Muffin Assorted Fruit Assorted Fruit Juice Variety of Milk	Banana Chocolate Bar Maple Pancakes Assorted Fruit Assorted Fruit Juice Variety of Milk

Exhibit B
Program Menu Cycles
2015-2016 School Year

ELEMENTARY BREAKFAST

Monday	Tuesday	Wednesday	Thursday	Friday
French Toast Sticks Assorted Cereal Oatmeal w/ Brown Sugar Bagel Cherry Yogurt Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cheese & Ham Breakfast Roll Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cinnamon Roll Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Hard Boiled Egg Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cheesy Ham, Egg & Potato Taco Assorted Cereal Oatmeal w/ Brown Sugar Bagel Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Apple Stick Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Variety of Milk
Glazed Cinnamon Roll Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Vanilla Yogurt Cup Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Scrambled Eggs w/ Cheese Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Pancakes Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Hard Boiled Egg Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Bacon, Egg & Cheese Bkfst Burrito Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Biscuit w/ Sausage Gravy Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
French Toast Sticks Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cheesy Bacon, Egg & Potato Taco Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half Peanut Butter Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cheddar Cheese Omelet Sliced Toast Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Cherry Yogurt Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Turkey Pancake Wrap Assorted Cereal Oatmeal w/ Brown Sugar Bagel String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Huevos Rancheros Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
Pancakes Assorted Cereal Oatmeal w/ Brown Sugar Bagel Hard Boiled Egg Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Chicken, Egg & Cheese Wrap Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Scrambled Eggs w/ Ham Cheese Bagel Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Egg, Cheese & Sausage Slider Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half Peanut Butter Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Country Chicken Biscuit Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
Denver Frittata w/ Biscuit Assorted Cereal Oatmeal w/ Brown Sugar Bagel Hard Boiled Egg Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Turkey Pancake Wrap Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	French Toast Sticks Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half Peanut Butter Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Egg, Cheese & Sausage Flatbread Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Sausage Breakfast Pizza Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk

Exhibit B
Program Menus Cycles
2015-2016 School Year

GRADE 6-8 BREAKFAST

Monday	Tuesday	Wednesday	Thursday	Friday
French Toast Sticks Assorted Cereal Oatmeal w/ Brown Sugar Bagel Cherry Yogurt Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cheese & Ham Bkfst Roll Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cinnamon Roll Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Hard Boiled Egg Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cheesy Ham, Egg & Potato Taco Assorted Cereal Oatmeal w/ Brown Sugar Bagel Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Banana Muffin Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
Glazed Cinnamon Roll Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Cherry Yogurt Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Scrambled Eggs w/ Cheese Hash Brown Patty Biscuit Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Pancakes Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Hard Boiled Egg Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Bacon, Egg & Cheese Brkfst Burrito Assorted Cereal Oatmeal w/ Brown Sugar Sliced Toast Creamy Peanut Butter Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Biscuit Sausage Gravy Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
French Toast Sticks Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Glazed Cinnamon Roll Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half Creamy Peanut Butter Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cheese Omelet Hash Brown Patty Sliced Toast Assorted Cereals Oatmeal w/ Brown Sugar Cinnamon Toast Cherry Yogurt Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Turkey Pancake Wrap Assorted Cereal Oatmeal w/ Brown Sugar Bagel String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Huevos Rancheros Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
Pancakes Assorted Cereal Oatmeal w/ Brown Sugar Bagel Hard Boiled Egg Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Chicken, Egg & Cheese Bkfst Wrap Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cheese & Sausage Brkfst Roll Hash Brown Patty Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Egg, Cheese & Sausage Slider Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half Creamy Peanut Butter Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Country Chicken Biscuit Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
Denver Frittata Sliced Toast Assorted Cereal Bagel Hard Boiled Egg Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Turkey Pancake Wrap Assorted Cereal Oatmeal w/ Brown Sugar Sliced Toast String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	French Toast Sticks Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half Creamy Peanut Butter Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Egg, Cheese & Sausage Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Sausage Breakfast Pizza Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk

Exhibit B
Program Menu Cycles
2015-2016 School Year

HIGH SCHOOL BREAKFAST

Monday	Tuesday	Wednesday	Thursday	Friday
French Toast Sticks Denver Frittata w/ Sliced Toast Assorted Cereals Oatmeal w/ Brown Sugar Bagel Cherry Yogurt Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Glazed Cinnamon Roll Cheese & Ham Bkfst Roll Assorted Cereals Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cinnamon Roll Cheese & Salsa Omelet Hash Brown Patty Biscuit Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Hard Boiled Egg Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cheesy Ham, Egg & Potato Taco Cherry Fudgel Assorted Cereal Oatmeal w/ Brown Sugar Bagel Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Banana Muffin Cheesy Ham Biscuit Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
Glazed Cinnamon Roll Sausage, Egg & Cheese Bagel Assorted Cereals Oatmeal w/ Brown Sugar Cinnamon Toast Cherry Yogurt Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Blueberry Muffin Scrambled Eggs w/ Cheese Sliced Toast Assorted Cereals Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Apple Stick Breakfast Nachos Assorted Cereals Oatmeal w/ Brown Sugar Cinnamon Toast Hard Boiled Egg Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cinnamon Biscuit Bacon, Egg & Cheese Bkfst Burrito Assorted Cereals Oatmeal w/ Brown Sugar Bagel Creamy Peanut Butter Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Pancakes Biscuit & Sausage Gravy Assorted Cereals Oatmeal w/ Brown Sugar English Muffin Half Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
French Toast Sticks Southwest Strata Assorted Cereal Oatmeal w/ Brown Sugar Sliced Toast String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Glazed Cinnamon Roll Cheesy Bacon, Egg & Potato Taco Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half Creamy Peanut Butter Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Pancakes Cheese Omelet w/ Hash Brown Patty Biscuit Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Cherry Yogurt Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cinnamon UBB Turkey Pancake Wrap Assorted Cereal Oatmeal w/ Brown Sugar Bagel Creamy Peanut Butter Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Apple Cinnamon Muffin Huevos Rancheros Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
Pancakes Mediterranean Omelet w/ Toast Assorted Cereal Oatmeal w/ Brown Sugar Bagel Hard Boiled Egg Fresh Fruit Diced Pears Assorted Fruit Juice Variety of Milk	Cinnamon Roll Chicken, Egg & Cheese Bkfst Wrap Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Apple Fudgel Cheese & Turkey Ham Breakfast Roll Hash Brown Patty Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Cottage Cheese Fresh Fruit Applesauce Assorted Fruit Juice Variety of Milk	Banana Muffin Ranchero Breakfast Pizza Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half Creamy Peanut Butter Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	French Toast Sticks Country Chicken Biscuit Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
Pancakes Denver Frittata w/ Toast Assorted Cereal Oatmeal w/ Brown Sugar Bagel Cherry Yogurt Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Blueberry Muffin Turkey Pancake Wrap Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	French Toast Sticks Cheesy Egg Breakfast Burger Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half Creamy Peanut Butter Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cherry Fudgel Egg, Cheese & Sausage Flatbread Assorted Cereal Oatmeal w/ Brown Sugar Cinnamon Toast Cottage Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cinnamon Biscuit Cheesy Bacon, Tomato & Egg Bkfst Pizza Assorted Cereal Oatmeal w/ Brown Sugar English Muffin Half String Cheese Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk

Exhibit B
Program Menu Cycles
2015-2016 School Year

ELEMENTARY SCHOOL LUNCH

Monday	Tuesday	Wednesday	Thursday	Friday
Meatball Pizza Sub Popcorn Chicken Fresh Baked Breadstick Ham & Cheese Sandwich Peanut Butter & Jelly Sandwich Southwest Chicken Salad Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Orange Popcorn Chicken w/ Broccoli Brown Rice Cheeseburger Turkey & Cheese Wrap Peanut Butter & Jelly Sandwich Italian Salad w/ Ham and Chicken Pepperoni Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Meatloaf w/ Beef Gravy Mashed Potatoes Dinner Roll Chicken Patty Sandwich Tuna Salad Wrap Peanut Butter & Jelly Sandwich Fruit Plate Apple Cinnamon Muffin Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Cheesy Baked Penne Hot Dog on Bun Buffalo Chicken Sandwich Peanut Butter & Jelly Sandwich Turkey Chef Salad Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Fish Sticks w/ Breadstick Cheese Pizza Deli Chicken & Cheese Sandwich Peanut Butter & Jelly Sandwich Chicken Caesar Salad Mini Saltine Crackers Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk
Chicken Mashed Potato Bowl Fresh Baked Breadstick Hamburger on Bun Turkey & Cheese Wrap Peanut Butter & Jelly Sandwich Buffalo Chicken Salad Mini Saltine Crackers Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Spaghetti w/ Italian Meatballs Popcorn Chicken Fresh Baked Breadstick Deli Chicken & Cheese Sandwich Peanut Butter & Jelly Sandwich Ham Chef Salad Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Chicken Soft Tacos BBQ Pork Riblet Sandwich Turkey & Cheese Sandwich Peanut Butter & Jelly Sandwich Popcorn Chicken Salad Fresh Baked Breadstick Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Salisbury Steak w/ Beef Gravy Dinner Roll Corn Dog Ham & Cheese Wrap Peanut Butter & Jelly Sandwich Chicken Caesar Salad Mini Saltine Crackers Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Grilled Cheese Sandwich w/ Tomato Soup Pepperoni Pizza Chicken Caesar Sandwich Peanut Butter & Jelly Sandwich Tuna Salad Platter Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk
Pancakes w/ Sausage Patty Popcorn Chicken Fresh Baked Breadstick Turkey & Cheese Wrap Peanut Butter & Jelly Sandwich Fruit Plate Apple Cinnamon Muffin Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Tater Tots Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Sweet and Sour Popcorn Chicken w/ Broccoli Brown Rice Hot Dog on Bun Cheesy Wrap Peanut Butter & Jelly Sandwich Chicken Caesar Salad Mini Saltine Crackers Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Green Beans Fresh Vegetable Assorted Side Salads Fresh Fruit Mixed Fruit Assorted Fruit Juice Variety of Milk	Sloppy Joe Sandwich Chicken Nuggets Fresh Baked Breadstick Ham & Cheese Sandwich Peanut Butter & Jelly Sandwich Southwest Chicken Salad Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Cinnamon Sweet Potato Fresh Vegetable Assorted Side Salads Fresh Fruit Diced Peaches Assorted Fruit Juice Variety of Milk	Chicken & Bean Nachos Mexican Spiced Pizza Hamburger on Bun Tuna Salad Sandwich Peanut Butter & Jelly Sandwich Turkey Chef Salad Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Kikk'n' Pintos Fresh Vegetable Assorted Side Salads Fresh Fruit Applesauce Assorted Fruit Juice Variety of Milk	Rotini w/ Italian Meat Sauce Cheese Pizza Deli Chicken & Cheese Sandwich Peanut Butter & Jelly Sandwich Italian Salad w/ Ham and Chicken Pepperoni Ranch Dressing Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Steamed Spinach Fresh Vegetable Assorted Side Salads Fresh Fruit Diced Peas Assorted Fruit Juice Variety of Milk
Grilled Cheese & Bacon Sandwich Cheeseburger Tuna Salad Sandwich Peanut Butter & Jelly Sandwich Popcorn Chicken Salad Fresh Baked Breadstick Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Beef & Bean Burrito Chicken Patty Sandwich Ham & Cheese Wrap Peanut Butter & Jelly Sandwich Vegetarian Baja Salad Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Jumbo Cheese Ravioli Alfredo Sauce Fresh Baked Breadstick Chicken Nuggets Deli Chicken & Cheese Sandwich Peanut Butter & Jelly Sandwich Buffalo Chicken Salad Mini Saltine Crackers Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Chicken Pot Pie Chicken Nuggets Cheese Sandwich Peanut Butter & Jelly Sandwich Chicken Caesar Salad Mini Saltine Crackers Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Fish Sticks Coldlaw Pepperoni Pizza Ranch Chicken Wrap Peanut Butter & Jelly Sandwich Ham Chef Salad Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk
Chicken Quesadilla Hamburger Ham & Turkey Club Peanut Butter & Jelly Sandwich Chicken Caesar Salad Mini Saltine Crackers Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Baked Lasagna Fresh Baked Breadstick Popcorn Chicken Tuna Salad Sandwich Peanut Butter & Jelly Sandwich Turkey Chef Salad Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Philly Cheesesteak Chicken Patty Sandwich Ham & Cheese Wrap Peanut Butter & Jelly Sandwich Popcorn Chicken Salad Fresh Baked Breadstick Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Pepperoni & Banana Pepper Calzone Hot Dog Turkey & Cheese Sandwich Peanut Butter & Jelly Sandwich Egg Salad with Celery & Carrots Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk	Vegetarian Chili Topped Potato Dinner Roll Cheese Pizza Chicken Salad Wrap Peanut Butter & Jelly Sandwich Italian Salad w/ Ham and Chicken Pepperoni Dinner Roll Bagel String Cheese Vanilla Yogurt Cup Creamy Peanut Butter Variety of Hot Vegetable Fresh Vegetable Assorted Side Salads Fresh Fruit Pineapple Tidbits Assorted Fruit Juice Variety of Milk

Vegetables also may include starchy or legume products.

Exhibit B
Program Menu Cycles
2015-2016 School Year

MIDDLE SCHOOL LUNCH

Monday	Tuesday	Wednesday	Thursday	Friday
Meatball Pizza Sub Max Stix w/ Marinara Popcorn Chicken Fresh Baked Breadstick Hamburger Cheeseburger Ham & Cheese Sandwich Peanut Butter & Jelly Sandwich Southwest Chicken Salad Dinner Roll Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Orange Popcorn Chicken w/ Broccoli Brown Rice Philly Cheesesteak Chicken Nuggets Fresh Baked Breadstick Hamburger Cheeseburger Turkey & Cheese Wrap Peanut Butter & Jelly Sandwich Italian Salad w/ Ham and Chicken Pepperoni Dinner Roll Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Meatloaf w/ Beef Gravy Dinner Roll Grilled Ham & Cheese Spicy Popcorn Chicken Fresh Baked Breadstick Hamburger Cheeseburger Tuna Salad Wrap Peanut Butter & Jelly Sandwich Fruit Plate Apple Cinnamon Muffin Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Cheesy Baked Penne Hot Dog Chicken Nuggets Hamburger Cheeseburger Buffalo Chicken Sandwich Peanut Butter & Jelly Sandwich Turkey Chef Salad Dinner Roll Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Fish Tacos Spicy Breaded Chicken Sandwich Popcorn Chicken Fresh Baked Breadstick Hamburger Cheeseburger Deli Chicken & Cheese Sandwich Peanut Butter & Jelly Sandwich Chicken Caesar Salad Mini Saltine Crackers Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
Chicken Mashed Potato Bowl Dinner Roll Grilled Cheese & Bacon Sandwich Chicken Nuggets Fresh Baked Breadstick Hamburger Cheeseburger Turkey & Cheese Wrap Peanut Butter & Jelly Sandwich Buffalo Chicken Salad Mini Saltine Crackers Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Spaghetti w/ Italian Meatballs Grilled Turkey & Cheese Sandwich Spicy Popcorn Chicken Fresh Baked Breadstick Hamburger Cheeseburger Deli Chicken & Cheese Sandwich Peanut Butter & Jelly Sandwich Ham Chef Salad Dinner Roll Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Chicken Soft Tacos BBQ Pork Riblet Sandwich Chicken Nuggets Fresh Baked Breadstick Hamburger Cheeseburger Turkey & Cheese Sub Peanut Butter & Jelly Sandwich Popcorn Chicken Salad Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Salisbury Steak w/ Beef Gravy Dinner Roll Corn Dog Popcorn Chicken Fresh Baked Breadstick Hamburger Cheeseburger Ham & Cheese Wrap Peanut Butter & Jelly Sandwich Chicken Caesar Salad Mini Saltine Crackers Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Grilled Cheese Sandwich & Tomato Soup Chicken Patty Sandwich Chicken Nuggets Fresh Baked Breadstick Hamburger Cheeseburger Chicken Caesar Sandwich Peanut Butter & Jelly Sandwich Tuna Salad Platter Dinner Roll Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
Pancakes w/ Sausage Patty Max Stix w/ Marinara Spicy Popcorn Chicken Fresh Baked Breadstick Hamburger on Bun Cheeseburger Turkey & Cheese Sub Peanut Butter & Jelly Sandwich Fruit Plate Apple Cinnamon Muffin Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Sweet and Sour Popcorn Chicken w/ Broccoli Brown Rice Philly Cheesesteak Chicken Nuggets Fresh Baked Breadstick Hamburger Cheeseburger Turkey & Cheese Wrap Peanut Butter & Jelly Sandwich Chicken Caesar Salad Mini Saltine Crackers Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Sloppy Joe Sandwich BBQ Pork Riblet Sandwich Chicken Nuggets Fresh Baked Breadstick Hamburger Cheeseburger Ham & Cheese Sandwich Peanut Butter & Jelly Sandwich Southwest Chicken Salad Dinner Roll Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Chicken & Bean Nachos Mexican Spiced Rice Hot Dog Spicy Popcorn Chicken Fresh Baked Breadstick Hamburger Cheeseburger Tuna Salad Sandwich Peanut Butter & Jelly Sandwich Turkey Chef Salad Dinner Roll Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Rotini w/ Italian Meat Sauce Buffalo Chicken Sandwich Popcorn Chicken Fresh Baked Breadstick Hamburger Cheeseburger Deli Chicken & Cheese Sandwich Peanut Butter & Jelly Sandwich Italian Salad w/ Ham and Chicken Pepperoni Dinner Roll Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
Broccoli & Cheese Baked Potato Dinner Roll Grilled Cheese & Bacon Sandwich Chicken Nuggets Fresh Baked Breadstick Hamburger Cheeseburger Tuna Salad Sandwich Peanut Butter & Jelly Sandwich Popcorn Chicken Salad Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Beef & Bean Burrito Grilled Turkey & Cheese Sandwich Spicy Popcorn Chicken Fresh Baked Breadstick Hamburger Cheeseburger Ham & Cheese Wrap Peanut Butter & Jelly Sandwich Vegetarian Baja Salad Dinner Roll Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Jumbo Cheese Ravioli w/ Alfredo Sauce Fresh Baked Breadstick BBQ Pork Riblet Sandwich Chicken Nuggets Hamburger Cheeseburger Deli Chicken & Cheese Sandwich Peanut Butter & Jelly Sandwich Buffalo Chicken Salad Mini Saltine Crackers Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Chicken Pot Pie Corn Dog Popcorn Chicken Fresh Baked Breadstick Hamburger Cheeseburger Cheese Sub Peanut Butter & Jelly Sandwich Chicken Caesar Salad Mini Saltine Crackers Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Fish Sticks w/ Coleslaw BBQ Chicken Melt Chicken Nuggets Fresh Baked Breadstick Hamburger Cheeseburger Ranch Chicken Wrap Peanut Butter & Jelly Sandwich Ham Chef Salad Dinner Roll Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk
Max Stix w/ Marinara Chicken Nuggets Fresh Baked Breadstick Hamburger Cheeseburger Ham & Turkey Club Peanut Butter & Jelly Sandwich Chicken Caesar Salad Mini Saltine Crackers Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Baked Lasagna Fresh Baked Breadstick Grilled Ham & Cheese Sandwich Popcorn Chicken Hamburger Cheeseburger Tuna Salad Sub Peanut Butter & Jelly Sandwich Turkey Chef Salad Dinner Roll Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Philly Cheesesteak Chicken Patty Sandwich Chicken Nuggets Fresh Baked Breadstick Hamburger Cheeseburger Cheeseburger Ham & Cheese Wrap Peanut Butter & Jelly Sandwich Popcorn Chicken Salad Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Buffalo Chicken Calzone Hot Dog on Bun Spicy Popcorn Chicken Fresh Baked Breadstick Hamburger Cheeseburger Turkey & Cheese Sandwich Peanut Butter & Jelly Sandwich Egg Salad with Celery & Carrots Dinner Roll Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk	Vegetarian Chili Topped Potato Dinner Roll Chicken Parm Sandwich Popcorn Chicken Fresh Baked Breadstick Hamburger Cheeseburger Cheeseburger Chicken Salad Wrap Peanut Butter & Jelly Sandwich Italian Salad w/ Ham and Chicken Pepperoni Variety of Pizza Variety of Hot Vegetable(s) Fresh Vegetable Assorted Side Salads Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk

Vegetables also may include starch or legume products.

Exhibit B
Program Menu Cycles
2015-2016 School Year

HIGH SCHOOL LUNCH

Monday	Tuesday	Wednesday	Thursday	Friday
Meatball Pizza Sub Mac Stix w/ Marinara Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Ham & Cheese Sandwich Peanut Butter & Jelly Sandwich Potato Salad Southwest Chicken Salad Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Chicken Quesadilla Hot Vegetables(s) Rotini w/ Italian Meatballs Garlic Parmesan Breadstick Fresh Vegetable Assorted Side Salad Fresh Fruit Assorted Canned Fruit Chocolate Pudding Assorted Fruit Juice Variety of Milk	Orange Popcorn Chicken w/ Broccoli Brown Rice Philly Cheesesteak Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Mediterranean Wrap Peanut Butter & Jelly Sandwich Coleslaw Italian Salad w/ Ham and Chicken Pepperoni Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Spicy Beef Tacos Hot Vegetables(s) Breaded Chicken Parmesan w/ Spaghetti Garlic Parmesan Toast Fresh Vegetable Assorted Side Salad Fresh Fruit Assorted Canned Fruit Cherry Gelatin Parfait Assorted Fruit Juice Variety of Milk	Meatloaf w/ Beef Gravy and Mashed Potatoes Dinner Roll Grilled Ham & Cheese Chicken Tenders Chicken Patty Sandwich Hamburger Cheeseburger French Fries Tuna Salad Sub Peanut Butter & Jelly Sandwich Baked Chips Fruit Plate Apple Cinnamon Muffin Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Cheese Enchiladas Hot Vegetables(s) Botini & Italian Meat Sauce Garlic Parmesan Breadstick Fresh Vegetable Assorted Side Salad Fresh Fruit Assorted Canned Fruit Fresh Baked Oatmeal Raisin Cookies Assorted Fruit Juice Variety of Milk	Sausage & Red Beans w/ Brown Rice Chili Dog Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Buffalo Chicken Sandwich Peanut Butter & Jelly Sandwich Southwestern Mixed Vegetable Salad Turkey Chef Salad Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Beef & Bean Burrito Hot Vegetables(s) Cheesy Baked Penne Garlic Parmesan Toast Fresh Vegetable Assorted Side Salad Fresh Fruit Assorted Canned Fruit Soft Pretzel Rod Assorted Fruit Juice Variety of Milk	Fish Tacos Bacon Cheeseburger Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Deli Chicken Sandwich Peanut Butter & Jelly Sandwich Pretzels Chicken Caesar Salad Mini Saltine Crackers Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Grilled Chicken & Refried Bean Nachos Hot Vegetables(s) Mac & Cheese w/ Ham Garlic Parmesan Breadstick Fresh Vegetable Assorted Side Salad Fresh Fruit Assorted Canned Fruit Blue Raspberry Juice Bar Assorted Fruit Juice Variety of Milk
Chicken Mashed Potato Bowl Dinner Roll Grilled Cheese & Bacon Sandwich Chicken Tenders Chicken Patty Sandwich Hamburger Cheeseburger French Fries Santa Fe Turkey Wrap Peanut Butter & Jelly Sandwich Potato Salad Buffalo Chicken Salad Mini Saltine Crackers Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Beef Enchiladas Spaghetti Sauce Chicken, Pasta & Vegetables w/ Rosa Sauce Garlic Parmesan Breadstick Hot Vegetables(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Vanilla Pudding Assorted Fruit Juice Variety of Milk	Grilled Reuben Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Deli Chicken & Cheese Sandwich Peanut Butter & Jelly Sandwich Coleslaw Ham Chef Salad Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Beef Nachos Spaghetti Spaghetti Sauce Italian Meatballs Garlic Parmesan Toast Hot Vegetables(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Cherry Jello Assorted Fruit Juice Variety of Milk	Chicken, Pasta & Vegetables w/ Alfredo Sauce Jumbo Cheese Ravioli w/ Alfredo Sauce Garlic Parmesan Breadstick Hot Vegetables(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Fresh Baked Oatmeal Raisin Cookies Assorted Fruit Juice Variety of Milk	Salisbury Steak w/ Beef Gravy Dinner Roll Cheeseburger Snack Wrap Chicken Tenders Chicken Patty Sandwich Hamburger Cheeseburger French Fries Roman Wrap Peanut Butter & Jelly Sandwich Southwestern Mixed Vegetable Salad Chicken Caesar Salad Variety of Pizza Mini Saltine Crackers MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Beef Quesadilla Chicken & Cheese Penne Bake Garlic Parmesan Toast Hot Vegetables(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Soft Pretzel Rod Assorted Fruit Juice Variety of Milk	Grilled Cheese Sandwich Tomato Soup Chicken Cordon Bleu Melt Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Chicken Caesar Sandwich Peanut Butter & Jelly Sandwich Pretzels Tuna Salad Platter Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Chicken & Bean Burrito Chili Mac Garlic Parmesan Breadstick Hot Vegetables(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Blue Raspberry Juice Bar Assorted Fruit Juice Variety of Milk

Exhibit B
Program Menu Cycles
2015-2016 School Year

HIGH SCHOOL LUNCH

Cont'

BBQ Chicken and Cheddar Flatbread Max/Ste w/ Marinara Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Turkey & Cheese Sub Peanut Butter & Jelly Sandwich Potato Salad Apple Cinnamon Muffin Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Beef Quesadilla Breaded Chicken Parmesan w/ Spaghetti Garlic Parmesan Breadstick Breadstick Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Cherry Gelatin Parfait Assorted Fruit Juice Variety of Milk	Sweet and Sour Popcorn Chicken w/ Broccoli Brown Rice Philly Cheesesteak Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Turkey & Cheese Sub Peanut Butter & Jelly Sandwich Mediterranean Vegetable Wrap Peanut Butter & Jelly Sandwich Coleslaw Chicken Caesar Salad w/ Salinas Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Cheese Enchiladas Chicken & Cheese Penne Bake Garlic Parmesan Toast Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Assorted Fruit Juice Variety of Milk Variety of Milk	Pizza Sloppy Joe Melt BBQ Pork Sandwich Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Ham & Cheese Sandwich Peanut Butter & Jelly Sandwich Baked Chips Southwest Chicken Salad Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Beef & Bean Burrito Spaghetti w/ Italian Meatballs Garlic Parmesan Breadstick Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Fresh Baked Oatmeal Raisin Cookies Assorted Fruit Juice Variety of Milk Variety of Milk	Breaded Fish Melt Chili Dog Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Tuna Salad Sandwich Peanut Butter & Jelly Sandwich Southwestern Mixed Vegetable Salad Turkey Chef Salad Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Chicken & Bean Nachos Mac & Cheese w/ Ham Garlic Parmesan Toast Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Soft Pretzel Rod Blue Raspberry Juice Bar Assorted Fruit Juice Variety of Milk	Spicy Mexican Lasagna Tortilla Scoops Buffalo Chicken Sandwich Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Buffalo Chicken Wrap Peanut Butter & Jelly Sandwich Pretzels Italian Salad w/ Ham and Chicken Pepperoni Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Spicy Beef Tacos Romi w/ Italian Meat Sauce Garlic Parmesan Breadstick Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Chocolate Pudding Assorted Fruit Juice Variety of Milk
Chicken Tenders Broccoli & Cheese Baked Potato Dinner Roll Grilled Cheese & Bacon Sandwich Chicken Tenders Chicken Patty Sandwich Hamburger Cheeseburger French Fries Deli Chicken & Cheese Sandwich Peanut Butter & Jelly Sandwich Potato Salad Popcorn Chicken Salad Fresh Baked Breadstick Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Beef & Bean Burrito BBQ Chicken Mac Chicken & Cheese Penne Bake Garlic Parmesan Breadstick Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Vanilla Pudding Cherry Gelatin Parfait Assorted Fruit Juice Variety of Milk	Chili Con Carne Dinner Roll Grilled Reuben Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Ham & Cheese Wrap Peanut Butter & Jelly Sandwich Coleslaw Vegetarian Baja Salad Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Beef & Bean Burrito BBQ Chicken Mac Chicken & Cheese Penne Bake Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Cherry Gelatin Parfait Assorted Fruit Juice Variety of Milk	Chicken Bruschetta Melt BBQ Pork Sandwich Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Tuna Salad Sub Peanut Butter & Jelly Sandwich Baked Chips Ham Chef Salad Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Beef Quesadilla Chicken & Cheese Penne Bake Garlic Parmesan Breadstick Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Fresh Baked Oatmeal Raisin Cookies Assorted Fruit Juice Variety of Milk	Chicken Pot Pie Corn Dog Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Three Cheese Wrap Peanut Butter & Jelly Sandwich Southwestern Mixed Vegetable Salad Chicken Caesar Salad Variety of Pizza Mini Saline Crackers MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Chicken Soft Tacos Jumbo Cheese Ranchi w/ Alfredo Garlic Parmesan Toast Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Soft Pretzel Rod Assorted Fruit Juice Variety of Milk	Fish Pot Pie Sandwich w/ Slaw BBQ Chicken Melt Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Ranch Chicken Wrap Peanut Butter & Jelly Sandwich Pretzels Buffalo Chicken Salad Mini Saline Crackers Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Grilled Chicken & Refried Bean Nachos Breaded Chicken Parmesan Spaghetti Garlic Parmesan Breadstick Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Blue Raspberry Juice Bar Assorted Fruit Juice Variety of Milk

Exhibit B
Program Menu Cycles
2015-2016 School Year

HIGH SCHOOL LUNCH

Cont'

Salisbury Steak w/ Beef Gravy Dinner Roll Mex Stk w/ Marmara Chicken Tenders Chicken Patty Sandwich Hamburger Cheeseburger French Fries Ham & Turkey Club Peanut Butter & Jelly Sandwich Potato Salad Chicken Caesar Salad Mini Salline Crackers Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Chicken Quesadilla Spaghettis w/ Italian Meatballs Garlic Parmesan Breadstick Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Chocolate Pudding Assorted Fruit Juice Variety of Milk	Baked Lasagna Dinner Roll Grilled Ham & Cheese Sandwich Chicken Tenders Chicken Patty Sandwich Hamburger Cheeseburger French Fries Tuna Salad Sub Coleslaw Turkey Chef Salad Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Spicy Beef Tacos Chicken, Pasta & Vegetables w/Rosa Sauce Garlic Parmesan Toast Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Cherry Gelatin Parfait Assorted Fruit Juice Variety of Milk	Sweet & Sour Chicken Brown Rice Philly Cheesesteak Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Ham & Cheese Wrap Peanut Butter & Jelly Sandwich Baked Chips Popcorn Chicken Salad Fresh Baked Breadstick Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Beef & Bean Nachos Chili Mac Garlic Parmesan Breadstick Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Oatmeal Raisin Cookies Assorted Fruit Juice Variety of Milk	Buffalo Chicken Calzone Chili Dog Chicken Tenders Dinner Roll Chicken Patty Sandwich Hamburger Cheeseburger French Fries Turkey & Cheese Sandwich Southwestern Mixed Vegetable Salad Egg Salad with Celery & Carrots Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Beef Enchiladas Cheesy Baked Penne Garlic Parmesan Breadstick Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Blue Raspberry Juice Bar Assorted Fruit Juice Variety of Milk	Vegetarian Chili Topped Potato Dinner Roll Chicken Snack Wraps Chicken Tenders Chicken Patty Sandwich Hamburger Cheeseburger French Fries Chicken Salad Wrap Peanut Butter & Jelly Sandwich Pretzels Italian Salad w/ Ham and Chicken Pepparoni Variety of Pizza MTO Tortilla Bar MTO Deli Bar MTO Burger Bar MTO Asian Bar MTO Pasta Bar Fresh Baked Breadstick Beef Enchiladas Cheesy Baked Penne Garlic Parmesan Breadstick Hot Vegetable(s) Fresh Vegetable Assorted Side Salad Fresh Fruit Variety of Canned Fruit Blue Raspberry Juice Bar Assorted Fruit Juice Variety of Milk
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Vegetables also may include starches or legume products.

MTO = Made to Order. All Made to Order options include a variety of breads, premium meats, cheeses, vegetables, condiments

Exhibit B
Program Menu Cycles
2015-2016 School Year

AFTER SCHOOL SNACK

Monday	Tuesday	Wednesday	Thursday	Friday
	Assorted Cereal 1% Milk	Animal Cracker (WG) Assorted Fruit Juice	Frosted Strawberry Popart (WG) Assorted Fruit Juice	Cereal Bar (WG) Assorted Fruit Juice
Cheddar Goldfish Crackers (WG) Assorted Fruit Juice	Cereal Bar (WG) Assorted Fruit Juice	Strawberry Banana Yorgurt Graham Crackers	Pretzel Goldfish Crackers (WG) Assorted Fruit Juice	Assorted Cereal 1% Milk
	Cheddar Goldfish Crackers (WG) Assorted Fruit Juice	Frosted Strawberry Popart (WG) Assorted Fruit Juice	Assorted Cereal 1% Milk	Rold Gold Pretzels (WG) Assorted Fruit Juice
Cereal Bar (WG) Assorted Fruit Juice	Cheddar Goldfish Crackers (WG) Assorted Fruit Juice	Assorted Cereal 1% Milk	Animal Cracker (WG) Assorted Fruit Juice	Strawberry Banana Yorgurt Pretzel Goldfish Crackers

Exhibit B
Program Menu Cycles
2015-2016 School Year

DINNER

Monday	Tuesday	Wednesday	Thursday	Friday
	Turkey Chef Salad Fresh Baked Breadstick (WG) Assorted Fresh Fruit Assorted Milk	Sun Butter & Jelly Sandwich (WG) Assorted Fresh Vegetable Assorted Fresh Fruit Assorted Milk	Ham, Turkey & Cheese Sandwich (WG) Assorted Fresh Vegetable Assorted Fresh Fruit Assorted Milk	Ham & Cheese Sandwich (WG) Potato Salad Assorted Fresh Fruit Assorted Milk
Greek Chicken Salad Fresh Baked Breadstick (WG) Applesauce Assorted Milk	Tuna Salad Sandwich (WG) Assorted Fresh Vegetable Assorted Fresh Fruit Assorted Milk	Turkey & Cheese Sandwich (WG) Assorted Fresh Vegetable Assorted Fresh Fruit Assorted Milk	Breaded Buffalo Chicken Wrap (WG) Cucumber & Tomato Salad Assorted Fresh Fruit Assorted Milk	Ham Chef Salad Fresh Baked Breadstick (WG) Assorted Fresh Fruit Assorted Milk
	Breaded Buffalo Chicken Wrap (WG) Coleslaw Assorted Fresh Fruit Assorted Milk	Turkey & Cheese Sandwich (WG) Assorted Fresh Vegetable Applesauce Assorted Milk	Italian Salad w/ Ham Cheddar Goldfish Crackers (WG) Assorted Fresh Fruit Assorted Milk	Sun Butter & Jelly Sandwich (WG) Assorted Fresh Vegetable Assorted Fresh Fruit Assorted Milk
Ham & Cheese Sandwich (WG) Tossed Salad Assorted Fresh Fruit Assorted Milk	Sun Butter & Jelly Sandwich (WG) Assorted Salad Assorted Vegetable Applesauce Assorted Milk	Summer Fruit & Cheese Plate Fresh Baked Breadstick (WG) Fresh Baked Chocolate Chip Cookie (WG) Assorted Milk	Tuna Salad Sandwich (WG) Assorted Fresh Vegetable Assorted Fresh Fruit Assorted Milk	Chicken Caesar Salad Fresh Baked Breadstick (WG) Assorted Fresh Fruit Assorted Milk

Exhibit C

**FOOD SERVICE BUDGET - Fixed Meal Rate
[To be completed by SFA]**

Crowley ISD

School Year 2014-2015

Revenues:

Cash Sales:		
Student Breakfast Sales	\$	45,628
Student Lunch Sales	\$	1,160,460
Student a la Carte Sales	\$	1,043,894
Catering Sales	\$	20,000
Vending Machine Sales	\$	67,500
Interest Income	\$	-
Concession Sales	\$	-
Total Cash		\$ 2,337,482

State and Federal Reimbursements/Funding:

NSLP	\$	3,503,421
SBP	\$	1,367,393
ASCP	\$	66,412
SSO	\$	73,742
State Matching Fund	\$	47,355
Commodities Received	\$	430,000
Total Reimbursements		\$ 5,488,323

Total Revenues = All Cash Sales + All Reimbursements **\$ 7,825,805**

Expenses:

Reimbursable Breakfast Meal Rate Fee	\$	1,392,399
Reimbursable Lunch Meal Rate Fee	\$	4,291,323
Management Fee	\$	-
A la Carte Equivalent Meal Rate Fee	\$	1,117,304
Reimbursable Snack Meal Rate Fee	\$	54,779
SFA Commodities Received Refund	\$	(430,000)
SFA Direct Expense	\$	370,000
Total Expenses		\$ 6,795,805

Commodities

Commodities Used	\$	430,000
Commodity Delivery	\$	-
Commodity Processing	\$	-
Total Commodities		\$ 430,000

Surplus / Subsidy = Total Revenues - Total Expenses **\$ 600,000**

FSMC Guaranteed Return **\$600,000**
FSMC Guaranteed Break Even
FSMC Guaranteed Subsidy

School District Employee responsible for submission of this budget data:

Name: Dwayne Jones
Telephone Number: 817-297-5800

FSMC Employee responsible for submission of this budget data:

Name: Alisha Jordan
Telephone Number: 817-297-5940

Exhibit D

LIST OF CHARTS AND OTHER ATTACHMENTS

- Chart 1: Enrollment Chart (By Campus)
- Chart 2: Designation of Program Expenses
- Chart 3: Projected Enrollment Chart (By Campus) – Projected new campuses and dates of anticipated opening must be included
- Chart 4: Staffing Chart (Identifying whether each position is SFA or FSMC personnel):
- A - Cafeteria Staffing (Elementary)
 - B - Cafeteria Staffing (Secondary)
- Chart 5: Participation Data for free, reduced-price and paid meals Chart
- Chart 6: Chart stating Campus Serving Times
- Chart 7: Chart stating Meal Prices and Costs per Meal
- Chart 8: Chart/copies of Reimbursement Claims for Current and Prior School Years
- Chart 9: Chart identifying: (1) each FSMC position that will be shared with other SFAs; (2) the SFAs with whom FSMC employee will be shared; and (3) the percentage of time FSMC employee will work at each SFA.
- Chart 10: School Calendar for 2015 - 2016. If SFA does not have an approved school calendar, please submit projected school calendar with RFP.

Exhibit D - Chart 1
Enrollment Chart (By Campus)

<i>Campus</i>	<i>Year</i>	<i>Free</i>	<i>Reduced</i>	<i>Paid</i>	<i>Total</i>
Crowley High School	2014-15	645	135	720	1500
North Crowley High School	2014-15	650	176	932	1758
Crowley High 9th Grade	2014-15	253	46	217	516
North Crowley High 9th Grade	2014-15	305	71	273	649
HF Stevens Middle School	2014-15	454	91	363	908
Crowley Middle School	2014-15	405	62	156	623
Summer Creek Middle School	2014-15	337	94	352	783
Bess Race Elementary	2014-15	219	73	371	663
Sycamore Elementary	2014-15	364	76	147	587
Deer Creek Elementary	2014-15	206	43	293	543
Meadowcreek Elementary	2014-15	459	56	181	695
Jackie Carden Elementary	2014-15	275	43	164	483
Parkway Elementary	2014-15	514	58	152	724
Oakmont Elementary	2014-15	257	34	280	571
Dallas Park Elementary	2014-15	230	58	351	639
JA Hargrave Elementary	2014-15	282	53	197	533
Sidney Poynter Elementary	2014-15	286	61	204	550
Sue Crouch Intermediate	2014-15	213	52	255	520
SH Crowley Intermediate	2014-15	189	51	222	462
David L Walker Intermediate	2014-15	411	65	176	652
Mary Harris Intermediate	2014-15	394	73	200	667

Exhibit D – Chart 2
DESIGNATION OF PROGRAM EXPENSES

The SFA has deemed the following Program Expense schedule to be a necessary part of this bid specification as an indicator of who will bear ultimate responsibility for the cost. Costs that are not provided for under the standard contract terms and conditions, but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA and included in the RFP. The column selected by the SFA for each expense represents whether the SFA or FSMC is ULTIMATELY responsible for that cost.

DESCRIPTION	FSMC	SFA	N/A *
FOOD:			
Food Purchases	<u>X</u>		
Commodity Processing Charges	<u>X</u>		
Processing and Payment of Invoices	<u>X</u>		
LABOR:			
FSMC EMPLOYEES:			
Salaries/Wages	<u>X</u>		
Fringe Benefits and Insurance	<u>X</u>		
Retirement	<u>X</u>		
Payroll Taxes	<u>X</u>		
Workers' Compensation	<u>X</u>		
Unemployment Compensation	<u>X</u>		
SFA EMPLOYEES:			
Salaries/Wages		X	
Fringe Benefits and Insurance		X	
Retirement		X	
Payroll Taxes		X	
Workers' Compensation		X	
Unemployment Compensation		X	

*Not Applicable

The items listed below with two asterisks (**) are Direct Cost items that may or may not apply to the SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to its operation or designate them as not applicable.

DESCRIPTION	FSMC	SFA	N/A *
OTHER EXPENSES:			
**Paper/Disposable Supplies	<u>X</u>		
Cleaning/Janitorial Supplies	<u>X</u>		

**Tickets/Tokens	<u>X</u>		
China/Silverware/Glassware:			
Initial Inventory	<u>X</u>		
Replacement during Operation	<u>X</u>		
Telephone:			
Local		<u>X</u>	
Long Distance	<u>X</u>		
Uniforms			
**Linens	<u>X</u>		
Laundry	<u>X</u>		
Trash Removal:			
From Kitchen	<u>X</u>		
From Dining Area		<u>X</u>	
From Premises		<u>X</u>	
Pest Control		<u>X</u>	
Equipment Replacement:			
Nonexpendable		<u>X</u>	
Expendable	<u>X</u>		
Equipment Repair		<u>X</u>	
**Car/Truck Rental (Include Explanation in RFP)	<u>X</u>		
**Vehicle Maintenance	<u>X</u>		
**Courier Service (i.e., Bank Deposits, School Deliveries)		<u>X</u>	
**Storage Costs:			
Food	<u>X</u>		
Supplies	<u>X</u>		
**Office Supplies	<u>X</u>		
**Printing	<u>X</u>		
**Promotional Materials	<u>X</u>		
**Cellular Phones (See optional requirements to be included) (Applicable to cost reimbursable contract only - See J(11))	<u>X</u>		
**Mileage (See optional requirements to be included) (Applicable to cost reimbursable contract only - See J(12))	<u>X</u>		
**Lodging (See optional requirements to be included) (Applicable to cost reimbursable contract only - See J(12))	<u>X</u>		
**Per Diem (See optional			

requirements to be included) (Applicable to cost reimbursable contract only - See J(12))	<u>X</u>		
**Taxes	<u>X</u>		
Sales	<u>X</u>		
Other	<u>X</u>		
**License Fees	<u>X</u>		
Other (Add other expenses charged to food service. Overhead expenses incurred by FSMC cannot be included)	<u>X</u>		

Cleaning responsibilities are listed below:

Food Preparation Areas (Include Equipment)	<u>X</u>		
Serving Areas	<u>X</u>		
Kitchen Areas	<u>X</u>		
Dining Room Floors		<u>X</u>	
Periodic Waxing and Buffing of Dining Room Floors		<u>X</u>	
Restrooms for Food Service Employees	<u>X</u>		
Grease Traps		<u>X</u>	
Daily Routine Cleaning of Dining Room Tables and Chairs		<u>X</u>	
Thorough Cleaning of Dining Room Tables and Chairs		<u>X</u>	
Cafeteria Walls		<u>X</u>	
Kitchen Walls	<u>X</u>		
Light Fixtures		<u>X</u>	
Windows		<u>X</u>	
Window Coverings		<u>X</u>	
Hoods		<u>X</u>	
Grease Filters		<u>X</u>	
Duct Work		<u>X</u>	
Exhaust Fans		<u>X</u>	
Other: (List Below)			

*Not Applicable

Exhibit D - Chart 3
 Projected Enrollment Chart (By Campus)
 Projected new campuses and dates of anticipated opening must be included

<i>Campus</i>	<i>Year</i>	<i>Free</i>	<i>Reduced</i>	<i>Paid</i>	<i>Total</i>
Crowley High School	2015-16	665	139	742	1546
North Crowley High School	2015-16	684	185	980	1849
Crowley High 9th Grade	2015-16	280	51	240	572
North Crowley High 9th Grade	2015-16	303	71	270	644
HF Stevens Middle School	2015-16	456	91	365	912
Crowley Middle School	2015-16	377	58	145	580
Summer Creek Middle School	2015-16	324	90	339	753
Bess Race Elementary	2015-16	208	69	353	631
Sycamore Elementary	2015-16	352	74	142	568
Deer Creek Elementary	2015-16	210	44	298	552
Meadowcreek Elementary	2015-16	467	57	184	708
Jackie Carden Elementary	2015-16	251	40	150	441
Parkway Elementary	2015-16	505	57	149	711
Oakmont Elementary	2015-16	272	36	296	605
Dallas Park Elementary	2015-16	230	57	351	638
JA Hargrave Elementary	2015-16	279	53	195	527
Sidney Poynter Elementary	2015-16	305	64	217	586
Sue Crouch Intermediate	2015-16	182	45	218	445
SH Crowley Intermediate	2015-16	187	50	219	456
David L Walker Intermediate	2015-16	427	68	183	677
Mary Harris Intermediate	2015-16	388	72	197	658

Exhibit D—Chart 4

Staffing Chart (Identifying whether each position is SFA or FSMC personnel):

- A- Cafeteria Staffing (Elementary)
- B - Cafeteria Staffing (Secondary)

Central Administration

	# Of Employees	Position	Weekly Hours	FSMC	SFA Eligible
Full Time	1	Director of Food Service	40	1	0
Full Time	1	Food Service Secretary	40	1	0
Full Time	5	Support Positions	40	5	0
Full Time	3	Area Supervisors	40	3	0

A-Cafeteria Staffing (Elementary and Intermediate)

	# Of Employees	Position	Daily Hours	FSMC	SFA Eligible
Full Time	14	Cafeteria Manager	112	12	2
Full Time	50	Cafeteria Specialist	328	49	1
Part Time	17	Cafeteria Specialist	80	17	0

B-Cafeteria Staffing (Middle and High)

	# Of Employees	Position	Daily Hours	FSMC	SFA Eligible
Full Time	7	Cafeteria Manager	56	7	0
Full Time	44	Cafeteria Specialist	343	44	0
Part Time	22	Cafeteria Specialist	129	22	0

Aramark Crowley ISD

Sales Overview

Summary
8/25/2014 thru 12/31/2014

Participation

Building	# of days	*** Breakfast Meals ***			Adult Meals	*** Lunch Meals ***			Total	Adult Meals	Ala Carte		
		Free	Red.	Paid		Free	Red.	Paid			Free	Red.	Paid
Bess Race Elementary	78	6193	1055	2673	9921	12627	3481	10080	26188	425	12627	3481	10080
CLC Alternative	44	450	58	214	722	326	46	97	469	0	326	46	97
Crowley 9th	78	3024	211	542	3777	15910	2835	9337	28082	512	15910	2835	9337
Crowley High School	78	9643	993	1773	12409	30897	5906	12626	49429	1268	30897	5906	12626
Crowley Middle School	78	17509	2506	6197	26212	27234	3977	7681	38892	724	27234	3977	7681
Dallas Park Elementa	78	5982	1288	1615	8885	13195	3763	11389	28347	524	13195	3763	11389
David L. Walker Inte	78	23310	3784	9515	36609	28756	4622	8602	41980	691	28756	4622	8602
Deer Creek Elementar	78	4735	544	1511	6790	11502	2031	8913	22446	565	11502	2031	8913
HF Stevens Middle Sc	78	7664	1216	1446	10326	30107	6416	16962	53485	853	30107	6416	16962
JA Hargrave Elementa	78	20765	3791	14041	38597	20266	3221	6160	29647	685	20266	3221	6160
Jackie Carden Elemen	78	15413	2781	8782	26976	16347	2745	6544	25636	820	16347	2745	6544
Mary Harris Intermed	78	23299	4517	10663	38479	27438	4717	9054	41209	563	27438	4717	9054
Meadowcreek Elementa	78	26419	3868	10889	40976	27368	3726	7176	38270	889	27368	3726	7176
North Crowley 9th	78	3924	653	557	5134	17815	3342	8827	29984	399	17815	3342	8827
North Crowley High S	78	9373	1140	1924	12437	28179	6169	12399	46747	1145	28179	6169	12399
Oakmont Elementary	78	6939	614	1854	9407	14442	1867	8552	24861	622	14442	1867	8552
Parkway Elementary	78	29800	3261	8750	41811	30289	3114	4853	38256	818	30289	3114	4853
Poynter Elementary	78	9087	1620	2220	12927	16263	3313	7532	27108	511	16263	3313	7532
SH Crowley Intermedi	78	4670	901	852	6423	11916	3089	7190	22195	589	11916	3089	7190
Sue Crouch Intermedi	78	5748	1067	1593	8408	13579	3309	10435	27323	497	13579	3309	10435
Summer Creek Middle	78	6151	840	1063	8054	23128	5781	15527	44436	761	23128	5781	15527
Sycamore Elementary	78	19871	3715	8526	32112	23089	3834	6138	33061	1129	23089	3834	6138
Total		259969	40423	97000	397392	440673	81304	196074	718051	14990	440673	81304	196074
													1144433

Exhibit D – Chart 6
Chart stating Campus Serving Times

School	Breakfast	Lunch
Crowley High School	8:15am – 8:45am	12:24pm – 1:24pm
North Crowley High	8:15am – 8:45am	12:24pm – 1:24pm
Bill R. John Career Center	8:15am – 8:45am	12:24pm – 1:24pm
CH 9th Grade Campus	8:15am – 8:45am	10:57am – 1:45pm
NC 9th Grade Campus	8:00am – 8:45am	10:58am – 2:16pm
H.F. Stevens Middle	7:45am – 8:20am	10:37am – 12:45pm
Crowley Middle School	8:00am – 8:15am	10:43am – 12:45pm
Summer Creek Middle	7:45am – 8:20am	10:37am – 1:07pm
Bess Race Elementary	7:10am – 7:50am	10:45am – 12:45pm
Sycamore Elementary	7:15am – 7:45am	11:00am – 1:25pm
Deer Creek Elementary	7:10am – 7:50am	10:30am – 1:00pm
Meadowcreek Elementary	7:20am – 8:00am	10:50am – 12:50pm
Jackie Carden Elementary	7:35am – 8:00am	10:30am – 1:15pm
Parkway Elementary	7:10am – 7:50am	10:30am – 1:00pm
Oakmont Elementary	7:05am – 7:50am	10:45am – 1:00pm
Dallas Park Elementary	7:10am – 7:35am	10:25am – 1:10pm
Hargrave Elementary	7:35am – 8:00am	10:30am – 1:15pm
Poynter Elementary	7:10am – 7:45am	10:45am – 1:15pm
Sue Crouch Intermediate	7:00am – 8:20am	10:30am – 1:00pm
SH Crowley Intermediate	7:30am – 8:20am	11:15am – 1:19pm
Mary Harris Intermediate	7:45am – 8:05am	10:25am – 12:15pm
David Walker Intermediate	7:50am – 8:15am	10:30am – 12:30pm
Crowley Learning Center	7:45am drop-off only	11:45am drop-off only

Exhibit D – Chart 7
Chart stating Meal Prices and Costs per Meal

	Breakfast	Lunch
Reduced	\$.30	\$.40
Elementary	\$1.15	\$2.40
Secondary	\$1.15	\$2.65
Adults	\$1.65	\$3.05 – Elementary \$3.30 - Secondary

Cost per meal changes on a daily basis depending on what is served each day.

Exhibit D - Chart 8
Chart/Copies of Reimbursement Claim for
Current and Prior School Year

	Paid	Reduced	Free	Lunch	Paid	Reduced	Free	Breakfast	Snacks	CACFP	Total
Jul-13			\$ 30,503	\$ 30,503			\$ 11,881	\$ 11,881			\$ 42,384
Aug-13	\$ 4,739	\$ 9,654	\$ 85,445	\$ 99,838	\$ 1,626	\$ 2,674	\$ 27,407	\$ 31,707	\$ 358	\$ -	\$ 131,903
Sep-13	\$ 17,004	\$ 48,327	\$ 339,197	\$ 404,528	\$ 6,793	\$ 14,950	\$ 119,115	\$ 140,838	\$ 4,554	\$ -	\$ 549,919
Oct-13	\$ 19,908	\$ 55,275	\$ 368,656	\$ 443,838	\$ 8,248	\$ 17,224	\$ 135,156	\$ 160,629	\$ 6,499	\$ -	\$ 610,966
Nov-13	\$ 13,464	\$ 42,055	\$ 278,476	\$ 333,995	\$ 5,414	\$ 13,176	\$ 103,795	\$ 122,385	\$ 4,489	\$ -	\$ 460,869
Dec-13	\$ 9,806	\$ 30,571	\$ 202,495	\$ 242,871	\$ 3,865	\$ 9,451	\$ 73,372	\$ 86,687	\$ 3,582	\$ -	\$ 333,141
Jan-14	\$ 14,675	\$ 47,870	\$ 312,152	\$ 374,697	\$ 5,701	\$ 14,515	\$ 111,778	\$ 131,995	\$ 6,569	\$ -	\$ 513,560
Feb-14	\$ 14,583	\$ 47,672	\$ 313,672	\$ 375,927	\$ 5,590	\$ 14,439	\$ 113,188	\$ 133,217	\$ 7,535	\$ -	\$ 516,679
Mar-14	\$ 11,179	\$ 37,085	\$ 242,826	\$ 291,090	\$ 4,377	\$ 11,521	\$ 87,031	\$ 102,929	\$ 6,132	\$ -	\$ 400,151
Apr-14	\$ 15,883	\$ 53,080	\$ 357,808	\$ 426,771	\$ 6,676	\$ 17,366	\$ 137,231	\$ 161,273	\$ 8,683	\$ -	\$ 596,727
May-14	\$ 15,379	\$ 51,835	\$ 361,919	\$ 429,133	\$ 6,359	\$ 16,735	\$ 134,814	\$ 157,908	\$ 7,251	\$ -	\$ 594,292
Jun-14	\$ 3,281	\$ 11,090	\$ 109,522	\$ 123,893	\$ 1,403	\$ 3,668	\$ 41,385	\$ 46,456	\$ 906	\$ -	\$ 171,255
Jul-14			\$ 24,810	\$ 24,810			\$ 9,301	\$ 9,301			\$ 34,111
Aug-14	\$ 4,487	\$ 10,707	\$ 84,627	\$ 99,821	\$ 1,586	\$ 2,952	\$ 27,721	\$ 32,259	\$ 605	\$ -	\$ 132,885
Sep-14	\$ 17,748	\$ 58,730	\$ 374,777	\$ 451,255	\$ 6,780	\$ 18,031	\$ 136,918	\$ 161,729	\$ 3,668	\$ -	\$ 616,652
Oct-14	\$ 21,613	\$ 62,114	\$ 373,960	\$ 457,686	\$ 8,593	\$ 18,941	\$ 141,842	\$ 169,376	\$ 10,085	\$ 28,179	\$ 665,326
Nov-14	\$ 13,312	\$ 42,839	\$ 258,879	\$ 315,030	\$ 5,198	\$ 13,403	\$ 100,992	\$ 119,594	\$ 8,100	\$ 19,601	\$ 462,324
Dec-14	\$ 13,426	\$ 41,879	\$ 261,000	\$ 316,305	\$ 5,004	\$ 12,470	\$ 95,906	\$ 113,380	\$ 7,768	\$ 21,121	\$ 458,573

Exhibit D – Chart 9

Chart Identifying:

- (1) each FSMC position that will be shared with other SFAs;
- (2) the SFAs with whom FSMC employee will be shared; and
- (3) the percentage of time FSMC employee will work at each SFA

N/A

Exhibit E

FOOD SPECIFICATIONS

All Food Specifications must meet requirements of the United States Department of Agriculture (“USDA”) *Food Buying Guide* (“FBG”), Texas Public School Nutrition Policy (“TPSNP”), and TDA’s Administrative Reference Manual (“ARM”)

- All USDA-donated commodities offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

For all other food components, specifications shall be as follows:

- Breads, bread alternates, and grains must be made from whole-grain or enriched meal or flour. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the FBG. If applicable, product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by USDA and must be free from off color or odor.
 - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from USDA.
 - For breaded and battered items, all flours must be whole grain or enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
- All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC.

- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be offered in a variety of at least two different fat contents. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration, and must be consistent with State and local standards.

Exhibit F

|

N/A

Exhibit G

SCHEDULE OF APPLICABLE LAWS

- FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the “Act”), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
- FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- FSMC shall comply with the following civil rights laws, as amended: Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
- FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.
- FSMC has signed the Anti-Collusion Affidavit, Exhibit I, which is attached herein and is incorporated by reference and made a part of this Contract.
- 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 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).
- FSMC shall comply with the Lobbying Certification, Exhibit L, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit K herein, or will complete and submit as required in accordance with its instructions included in Exhibit K.

SCHEDULE OF FSMC EMPLOYEES

SFA must state in detail minimum qualifications for each FSMC position

Director of Food Service – Direct and manage the Child Nutrition program and supervise district food service operations. Plan and implement programs that meet regulatory and nutritional requirements for students; promote development of sound nutritional practices; and maintain a safe and sanitary environment.

Education/Certification:

Bachelor's degree in food and nutrition, dietetics, home economics, or food service management

ServSafe Certification

Special Knowledge/Skills:

Knowledge of menu planning, food purchasing, and preparation in food service environment

Ability to manage budget and personnel

Ability to coordinate district functions

Ability to develop and implement policy and procedures

Ability to compile and interpret data

Strong organization, communication, and interpersonal skills

Experience:

Five years experience in food service management

Three years experience in a food service environment or comparable food service experience in an educational setting

Food Service Secretary - Organize and manage the routine work activities of an administrative department office and provide clerical support to the department head and other staff members.

Education/Certification:

High school diploma or GED

Special Knowledge/Skills:

Proficient in keyboarding, word processing, and file maintenance

Effective communication and interpersonal skills

Basic math skills

Ability to use personal computer and software to develop spreadsheets, databases and perform word processing

Proficient in customer service

Experience:

Three years clerical, secretarial, or administrative support experience, preferably in a public education environment.

Food Service Supervisor - The employee directs the work of subordinate staff in the operation and serves as the support to the Assistant Food Services Director. The employee works within administrative guidelines, regulations, work directives, and other food service sources such as recipes, computer software and nutritional guidelines. Supervises activities of the Child Nutrition operation; and reviews the work of lower-level food services staff to ensure conformance with established guidelines, methods, policies, and procedures.

Education/Certification:

High school diploma or GED

ServSafe Food Manager certification

Special Knowledge/Skills:

Public relations and sales experience

Excellent organizational skills with attention to details

Computer skills

Above average ability to work with employees, management, and the general public

Experience:

Three years experience as a manager or supervisor in Child Nutrition or Food Services preferred.

SCHEDULE OF FSMC EMPLOYEES

Cafeteria Manager- Supervise, train, and manage campus food service operation. Ensure that appropriate quantities of food are ordered, prepared and served. Meet time constraints set by menu requirements established by Central Office administration. Meet health codes.

Education/Certification:

High school diploma or GED

ServSafe Food Manager certification

Special Knowledge/Skills:

Knowledge of methods, materials, equipment, and appliances used in food preparation

Ability to manage personnel

Effective planning and organizational skills

Experience:

Completion of a sanitation course before or during the first year as a manager

Two years experience in institutional food service operations

Cafeteria Specialist- Prepare and serve appropriate quantities of food to meet menu requirements. Maintain high standards of food production, quality, sanitation, and food safety practices.

Education/Certification:

High School Diploma or GED

Food Handler certification

Special Knowledge/Skills:

Ability to understand food preparation and safety instructions

Working knowledge of kitchen equipment and food production procedures

Ability to operate large and small kitchen equipment and tools

Ability to perform basic arithmetic operations

Ability to read and comprehend recipes and production records

Experience:

None

Assistant Food Service Director- Assists the Food Service Director in directing and managing the Child Nutrition program and supervising district food service operations. Plan and implement programs that meet regulatory and nutritional requirements for students, promote development of sound nutritional practices, and maintain a safe and sanitary environment

Education/Certification:

Bachelor's Degree in Institutional Management, Food and Nutrition or other related fields

2 years food service experience

Special Skills/Knowledge:

Proficiency in Microsoft Office applications

Ability to identify flaws in the preparations and service of foods

Ability to implement improved quality control procedures

Ability to communicate effectively with administration, customers, support staff, government officials and vendors

Ability to respond effectively to changing demands

Read and interpret business records and statistical reports

Use mathematical skills to interpret financial information and prepare budgets

Analyze and interpret nutritional policies, practices, and guidelines

Understand the USDA and TDA regulations covering school operations

Plan and organize the work of others

Change activity frequently and cope with interruptions

Accept full responsibility for managing an activity

Strong understanding of Point of Sales System

Experience in food service franchising

ServSafe Certified

SCHEDULE OF FSMC EMPLOYEES

Marketing Manager- Assists the Food Service Director in directing and managing the marketing and merchandising of the Child Nutrition Department. Plan and implement programs that engage students and parents; and promote participation in the Child Nutrition program.

Education/Certification:

Bachelor's Degree with 2 years marketing experience

Special Skills/Knowledge:

Microsoft Office Suite: Word, Excel, Power Point, Adobe and other related software

Able to create an informal network to support program pilots, implementation and collection of best practices and measurements

Project management and multi-tasking skills

Ability to speak to multiple levels and functions with the region, representing a "Big Picture" business-oriented view of development

Analyze and ability to think strategically about the business

Accountable for achieving the region's financial goals through collaboration with the operations team

Ability to assess situations, identify key players, set an action plan and deliver results

Strong communication skills: oral, written, presentation and influencing, and the ability to communicate with wide range of people

Must be confident in his/her abilities, self-motivated and able to work effectively with little supervision

A results oriented individual who can make a difference; who takes initiative; makes things happen; accepts accountability; has a "can do" attitude; and a sense of urgency

Creative and flexible in order to adapt to new situations in a rapidly changing, dynamic environment.

Human Resource Manager Assists the Food Service Director in directing and managing the Child Nutrition department regarding HR topics, staffing, policies/procedures, compliance and ER/LR.

Education/Certification:

Bachelors' degree in Human Resource Management or related field

Special Skills/Knowledge:

3-5 years of progressively responsible human resources experience with an organization known for setting standards of excellence

Experience managing in a labor environment is strongly preferred

Excellent written and verbal communication skills

Must be bilingual in English and Spanish

Maintains Safety Training & Standards

Possesses management and leadership skills in addition to good planning and organizational skills

Possesses strong interpersonal skills, ability to multi-task, able to retain detailed instructions, and assert a confidential and professional manner.

Exhibit H

SCHEDULE OF FSMC EMPLOYEES

Food Service Driver

Education/Certification:

High school diploma or GED

CDL certification preferred

Must possess a Texas driver's license in good standing

Special Skills/Knowledge:

Have and maintain a good driving record

Ability to lift a minimum of 60 pounds

Ability to work under pressure

Ability to maintain and organize commodities in storage unit

Ability to work flexible hours on occasion

Ability to follow and execute delivery schedule in a timely manner

Ability to prioritize tasks appropriately

Exhibit I

SCHEDULE OF TERMS FOR FSMC GUARANTY

FSMC shall guarantee that Crowley ISD budget surplus to be in excess of \$250,000.

Exhibit J

ANTI-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public (or Clerk or Judge) _____

My commission expires _____

Exhibit K

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **Crowley Independent School District** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **Crowley Independent School District** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Exhibit L

PROCUREMENT

Disclosure of Lobbying Activities

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

(See next page for public burden disclosure.)

Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Sub-awardee</p> <p>Tier _____, <i>if known:</i></p> <p>Congressional District, <i>if known:</i></p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:</p> <p>Congressional District, <i>if known:</i></p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i></p> <p>_____</p>	
<p>8. Federal Action Number, <i>if known:</i></p>	<p>9. Award Amount, <i>if known:</i></p> <p>\$</p>	

Exhibit L (Continued)

<p>10. a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i></p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services</p> <p><i>(Incl. Address if different from No. 10a) (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</p> <p>_____ b. one-time fee</p> <p>_____ c. commission</p> <p>_____ d. contingent fee</p> <p>_____ e. deferred</p> <p>_____ f. other; specify: _____</p>
<p>12. Form of Payment <i>(check all that apply):</i></p> <p>_____ a. cash</p> <p>_____ b. in-kind; specify: nature _____</p> <p>value _____</p>	
<p><i>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</i></p> <p>(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached: _____ Yes _____ No</p>	

Exhibit L (Continued)

<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352.</p> <p>This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>
<p><i>Federal Use Only:</i></p> <p><i>Authorized for Local Reproduction of:</i></p> <p>Standard Form – LLL</p>	

Exhibit L (continued)

PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-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 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 quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

Exhibit L (Continued)

9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
 - b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box (es). Check all boxes 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 (es). 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 date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
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 existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit M
PURCHASE DISCOUNTS, REBATES AND VALUE OF USDA GOODS

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

(School District) (hereinafter SFA) has and will undertake all necessary oversight and monitoring measures to assure that the school district receive the full value of purchase discounts, rebates, credits and value of USDA foods. These measures shall include but are not limited to:

All ***cost reimbursable*** contracts must contain the following provisions, pursuant to 7 CFR Part 210.21 (f)(1)(i), (iv), (v), (vi):

- The mandatory return of all credits, discounts and rebates to the SFA's nonprofit food service account;
- The frequency and method Food Service Management Company's (hereinafter FSMC) will use for reporting credits, discounts and rebates on invoices and billing statements, (i.e. monthly, quarterly, annually);
- All credits, discounts and rebates must be clearly identified on billing statements and invoices submitted by FSMCs to the SFA;
- All records of credits, discounts and rebates must be maintained by FSMCs, and made available to SFAs and State agencies upon request;
- The reporting of credits, discounts and rebates by FSMCs is required no less frequently than annually.

Upon execution of this contract, SFA must strictly monitor the agreement throughout the year to ensure that they receive the full value of credits, discounts and rebates and are in compliance with Federal Regulations. Monitoring activities shall include but are not limited to:

- Identify the person within the SFA that will be responsible for oversight;
- Designate the position that will monitor the credits, discounts and rebates;
- Examine the invoices and other documentation provided by the FSMC as agreed to in the contract;
- Determine the percentage of credits, discounts and rebates reported in relation to the value of food purchased early in the contract year as a benchmark for future comparison;
- Calculate the average credit-purchase proportion received, or as applicable discount or rebate;
- Examine products to ensure that to the maximum extent practicable, domestic commodities are purchased. Visit storage facilities to observe the origin of purchased food printed on food labels and case units.

EXHIBIT M (Continued)

In the event of discrepancies during monitoring activities, follow up with FSMC to resolve the issues, and if necessary, request additional documentation from the FSMC to substantiate discrepancies. Potential discrepancies to consider may include:

- Frequency of reporting that does agree with contract provision;
- Labels identifying countries other than the U.S;
- Credit-purchase proportions that fall below the average credit-purchase proportion established early in the year.

For both *fixed price* and *cost-reimbursable* contracts, SFA shall ensure that FSMC has credited it for the value of all USDA-donated foods received for use in SFA's meal service in the school year. (7 CFR § 250.51(a))
