



Louisiana Believes

Request for Proposal (RFP)/Fixed-Price Contract

Food Service Management Company/Vended Meal Contract Meal Services

Cade Brumley
State Superintendent of Education
SY 2023-24

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1. **mail:**
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Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. **fax:**
(833) 256-1665 or (202) 690-7442; or

3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

Table of Contents

Prohibited Items	6
General Information	9
Standards Terms and Conditions	12
I. Scope and Purpose	12
Calculation of Lunch Equivalent Rate (to be completed by the SFA).....	18
Prices per Meal Equivalent.....	18
II. Designation of Program Expenses to be Completed by SFA/Sponsor.....	20
III. Signature Authority.....	22
IV. Free and Reduced Price Meals Policy- (SFA's Only)	22
V. USDA-Donated Foods (SFA's only).....	22
VI. Health Certifications	24
VII. Meals	24
VIII. Books and Records	26
IX. Employees.....	27
X. Monitoring.....	28
XI. Use of Advisory Group/Menus	29
XII. Use of Facilities, Inventory, Equipment, and Storage	29
XIII. Purchases.....	30
XIV. Sanitation.....	30
XV. Licenses, Fees, and Taxes	31
XVI. Non-discrimination.....	31
XVII. Emergency Closing	31
XVIII. Terms and Termination (To be reviewed and approved by the SFA's	31
School Board Attorney).....	31
XIX. Certification	32
XX. Miscellaneous.....	33
XXI. Insurance.....	33
XXII. Optional Requirements to Be Included-SFAs Only	34
XXIII. Trade Secrets and Proprietary Information	35
XXIV. SFSP	35
Projected Operations – Revenue	37
Projected Operations – Revenue.....	38
Proposal Summary and Agreement Page	41
ATTACHMENT A: LABOR SHEET – SFA/SPONSOR.....	42
ATTACHMENT B: LABOR WORK SHEET – FSMC	43
ATTACHMENT C: FRINGE BENEFIT COST WORK SHEET – SFA/SPONSOR	44
ATTACHMENT D: FRINGE BENEFIT COST WORK SHEET - FSMC	45
ATTACHMENT E: SFA WORK SHEET ON LUNCH AVERAGE DAILY PARTICIPATION (ADP)	46
ATTACHMENT F: SFA WORK SHEET ON BREAKFAST AVERAGE DAILY PARTICIPATION (ADP) ...	47
ATTACHMENT G: SFA WORK SHEET ON SNACK AVERAGE DAILY PARTICIPATION (ADP).....	48
ATTACHMENT H: SFA/SPONSOR WORK SHEET-SFSP AVERAGE DAILY PARTICIPATION	49
ATTACHMENT I: SFA/SPONSOR WORKSHEET-CACFP AVERAGE DAILY PARTICIPATION (ADP) .	50
ATTACHMENT J: SFA/SPONSOR SITE/BUILDING LISTING – GENERAL DATA	51
ATTACHMENT K: SFA/SPONSOR SITE/BUILDING LISTING – SERVICES TO BE PROVIDED.....	52
ATTACHMENT M: MEAL PATTERN REQUIREMENTS AND NUTRITION STANDARDS.....	58
Attachment M1 -The New School Meal Patterns: What You Need to Know	59
Attachment M2 - New Meal Patterns and Dietary Specifications	63
Attachment M4 - Vegetable Subgroup Guidance	65
Attachment M5: After School Snack Program	66
Attachment M6: Summer Food Service Meal Patterns.....	67
Attachment M7: Grain/Bread Requirements.....	68
ATTACHMENT N: PROTOTYPE 21- DAY CYCLE LUNCH MENUS	73
Attachment N1 - Prototype Lunch Menus Grades K-5 Week 1 of 21-Day Cycle	74

Attachment N2 - Prototype Lunch Menus Grades K-5 Week 2 of 21-Day Cycle	75
Attachment N3 - Prototype Lunch Menus Grades K-5 Week 3 of 21-Day Cycle	76
Attachment N4 - Prototype Lunch Menus Grades K-5 Week 4 of 21-Day Cycle	77
Attachment N5 - Prototype Lunch Menus Grades K-5 Week 5 of 21-Day Cycle	78
Attachment N6 - Prototype Lunch Menus Grades 6-8 Week 1 of 21-Day Cycle.....	79
Attachment N7 - Prototype Lunch Menus Grades 6-8 Week 2 of 21-Day Cycle.....	80
Attachment N8 - Prototype Lunch Menus Grades 6-8 Week 3 of 21-Day Cycle.....	81
Attachment N9 - Prototype Lunch Menus Grades 6-8 Week 4 of 21-Day Cycle.....	82
Attachment N10 - Prototype Lunch Menus Grades 6-8 Week 5 of 21-Day Cycle.....	83
Attachment N11 - Prototype Lunch Menus Grades K-8 Week 1 of 21-Day Cycle	84
Attachment N12 - Prototype Lunch Menus Grades K-8 Week 2 of 21-Day Cycle	85
Attachment N13 - Prototype Lunch Menus Grades K-8 Week 3 of 21-Day Cycle	86
Attachment N14 - Prototype Lunch Menus Grades K-8 Week 4 of 21-Day Cycle	87
Attachment N15 - Prototype Lunch Menus Grades K-8 Week 5 of 21-Day Cycle	88
Attachment N16 - Prototype Lunch Menus Grades 9-12 Week 1 of 21-Day Cycle.....	89
Attachment N17 - Prototype Lunch Menus Grades 9-12 Week 2 of 21-Day Cycle.....	90
Attachment N18 - Prototype Lunch Menus Grades 9-12 Week 3 of 21-Day Cycle.....	91
Attachment N19 - Prototype Lunch Menus Grades 9-12 Week 4 of 21-Day Cycle.....	92
Attachment N20 - Prototype Lunch Menus Grades 9-12 Week 5 of 21-Day Cycle.....	93
ATTACHMENT O: PROTOTYPE 21 DAY CYCLE BREAKFAST MENUS	94
Attachment O1 - Prototype Breakfast Menus Grades K-5 Week 1 of 21-Day Cycle.....	95
Attachment O2 - Prototype Breakfast Menus Grades K-5 Week 2 of 21-Day Cycle.....	96
Attachment O3 - Prototype Breakfast Menus Grades K-5 Week 3 of 21-Day Cycle.....	97
Attachment O4 - Prototype Breakfast Menus Grades K-5 Week 4 of 21-Day Cycle.....	98
Attachment O5 - Prototype Breakfast Menus Grades K-5 Week 5 of 21-Day Cycle.....	99
Attachment O6 - Prototype Breakfast Menus Grades 6-8 Week 1 of 21-Day Cycle	100
Attachment O7 - Prototype Breakfast Menus Grades 6-8 Week 2 of 21-Day Cycle	101
Attachment O8 - Prototype Breakfast Menus Grades 6-8 Week 3 of 21-Day Cycle	102
Attachment O10 - Prototype Breakfast Menus Grades 6-8 Week 5 of 21-Day Cycle	104
Attachment O11 - Prototype Breakfast Menus Grades K-12 Week 1 of 21-Day Cycle.....	105
Attachment O12 - Prototype Breakfast Menus Grades K-12 Week 2 of 21-Day Cycle.....	106
Attachment O13 - Prototype Breakfast Menus Grades K-12 Week 3 of 21-Day Cycle.....	107
Attachment O15 - Prototype Breakfast Menus Grades K-12 Week 5 of 21-Day Cycle.....	109
Attachment O16 - Prototype Breakfast Menus Grades 9-12 Week 1 of 21-Day Cycle	110
Attachment O17 - Prototype Breakfast Menus Grades 9-12 Week 2 of 21-Day Cycle	111
Attachment O18 - Prototype Breakfast Menus Grades 9-12 Week 3 of 21-Day Cycle	112
Attachment O19 - Prototype Breakfast Menus Grades 9-12 Week 4 of 21-Day Cycle	113
Attachment O20 - Prototype Breakfast Menus Grades 9-12 Week 5 of 21-Day Cycle	114
ATTACHMENT P: PROTOTYPE 21- DAY CYCLE SNACK MENU	115
Attachment P1 - 21-Day Cycle Menu – Snack (Ages 3-5).....	116
Attachment P2 - 21-Day Cycle Menu – Snack (Ages 6-12).....	117
ATTACHMENT Q: PROTOTYPE 21-DAY CYCLE SFSP MENUS	118
Attachment Q1 - 21-Day Cycle Menu – SFSP Lunch.....	119
Attachment Q2 - 21-Day Cycle Menu – SFSP Breakfast	120
ATTACHMENT R: SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS.....	121
ATTACHMENT S-1- MEAL PATTERN-CACFP.....	122
ATTACHMENT S-1- MEAL PATTERN-CACFP.....	123
ATTACHMENT S-2 - MEAL PATTERN-CACFP AFTER SCHOOL SNACK.....	124
ATTACHMENT T-PROGRAM (CACFP) MENUS.....	125
Attachment T1 - 21-Day Cycle Menu – CACFP At-Risk Supper	126
Attachment T2 - 21-Day Cycle Menu – CACFP At-Risk Snack.....	127
ATTACHMENT U: INDEPENDENT PRICE DETERMINATION CERTIFICATE	128
ATTACHMENT V: SUSPENSION AND DEBARMENT CERTIFICATION	129
INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION	130
ATTACHMENT W: LOBBYING CERTIFICATION.....	131
ATTACHMENT X: DISCLOSURE OF LOBBYING ACTIVITIES	132

ATTACHMENT Y: COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM..... 133
ATTACHMENT Z: HOLIDAY SCHEDULE..... 135
ATTACHMENT AA: PROPOSAL AWARD CRITERIA 136
ATTACHMENT BB: FOOD SERVICE MANAGEMENT COMPANY'S PROPOSAL SUMMARY 137
ATTACHMENT CC: FOOD SERVICE MANAGEMENT COMPANY'S SUMMARY OF ACCOUNTS..... 139

Prohibited Items

1. No firm, corporation, or individual shall blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee, mechanic, or laborer, discharged from or voluntarily leaving the service of such company, corporation, or individual, with intent and for the purpose of preventing such employee, mechanic, or laborer from engaging in or securing similar or other employment from any other corporation, company, or individual.

Request for Proposal (RFP)/Fixed-Price

Contract

Food Service Management Company/ Vended Meal Contract Meal Services

Einstein Charter School

(NAME OF SFA/Sponsor)

Check the appropriate box below

This RFP is intended for use as a Vended Meals Contract

This RFP is intended for use as a Food Service Management Company Contract

Assurance of Civil Rights Compliance

The program participant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age,

marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

By accepting this assurance, the program participant agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA

General Information

A. Intent

This Request for Proposal is for the purpose of entering into a contract for the operation of a food service program for Einstein Charter School (Name of SFA/Sponsor), hereinafter referred to as the **School Food Authority (SFA)/Sponsor**.

The offeror or Food Service Management Company (FSMC) will be referred to as the **FSMC**, and the contract will be between the FSMC and the SFA/Sponsor.

B. Procurement Method:

Procurement shall be executed through competitive proposals. Competitive proposals involve the use of a solicitation document known as a Request for Proposal (RFP).

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 2 CFR Part 200.319.

C. Pre- Proposal Meeting

A meeting with interested offerers to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be on pre-bid (optional) will be on May 2, 2023 (Date) at 2:00 am

(Location): <https://us02web.zoom.us/j/88222084542>

Facility tours will be held on May 4, 2023 @ 2:00 pm. Meet at the first site - Sarah Towles Reed located at 5316 Michoud Blvd, New Orleans, LA 70129. Vendors can wait at the front office. All vendors will go to the next schools together

Questions: All questions are due in writing to vcao@thsfc.com by May 5, 2023 at 12:00 pm

Questions & Answers will be available on May 10, 2023

Mandatory Food Tasting will be held on May 15, 2023 @ 2:30 pm. To confirm a spot, email vcao@thsfc.com by May 5, 2023 at 12:30 pm.

Mandatory Vendor Presentations will be scheduled on May 17, 2023. To confirm a spot, email vcao@thsfc.com by May 5, 2023 at 12:30 pm.

Attendance is required optional. Vendor presentations will will not be scheduled at this time.

D. Proposal Submission and Award

SFAs/Sponsors must use the prototype FSMC Request for Proposal/Contract to be approved. An SFA/Sponsor not completing the required procurement procedures cannot be approved for participation in a reimbursement program. The SFA must complete all of the required information in the RFP. Failure to do so will prevent the SFA from awarding the contract.

All FSMC's submitting a proposal must complete all of the information required in the RFP. **The completed RFP is returned to the SFA from the FSMC/Vendor as a part of the proposal. Proposals received without the completed RFP will be considered non-responsive and the FSMC's proposal will be disqualified.**

Each prospective FSMC is to submit **1 original and 2 copies** (number of paper copies) of the proposal to the SFA. Each FSMC must also provide an electronic copy of the entire proposal on a flash drive that will be provided to the State Agency.

Federal regulations allow contracts to be of duration no longer than one year with the option of yearly renewals not to exceed four additional years (7 CFR Part 210.16). If the SFA/Sponsor chooses to renew the contract, the Attestation/Agreement Amendment document must be submitted to the state agency. This document can be found on the Louisiana Child Nutrition Program website.

1. Proposals are to be submitted to:
Name of Agency: Einstein Charter School
Mailing Address: PO BOX 58911 New Orleans, LA 70113-1957
Physical Address: 701 Loyola Ave. Suite 403
City: New Orleans
State/Zip: LA 70113

The public opening will be on:
(Date) May 19, 2023
(Address) <https://us02web.zoom.us/j/82272409853>
(Time) 10:45 am(CST)

Proposals will not be accepted after this time. The proposal is to be submitted in a sealed envelope marked *Food Service Management Proposal*. *The SFA must maintain documentation of the date, address, time, and attendance of the proposal opening.*

Instructions for accessing and submitting the proposal through the uniform and secure electronic Interactive system.

to receive login credentials to the electronic interactive system - email vcao@thsfc.com for access

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

6. If additional information is required, please contact:

Name: Van Cao

Telephone Number:504-812-9440

E. Late Proposals

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

F. Proposal Protests

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject an SFA/Sponsor to protests. SFAs/Sponsors are responsible for properly responding to protests and concerns raised by potential contractors. Pursuant to 2 CFR Part 200.318(k), SFAs/Sponsors must have protest procedures in place to handle and resolve disputes relating to their procurements and must in all instances disclose information regarding a protest to the Louisiana Department of Education.

Any protest shall be in writing and shall be delivered or mailed to Rayquel Nichols, Child Nutrition Director, rayquel_nichols@einsteincharterschools.org. The protest shall be filed within ten (10) days from the award notice and shall include:

1. The name, address, and telephone number of the protestor;
2. The signature of the protestor or an authorized representative of the protestor;
3. Identification of the purchasing agency and the solicitation or contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
5. The form of relief requested.

A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal has been filed.

The SFA shall in all instances disclose information regarding protests to the State Agency.

G. Menu Certification

Each FSMC must provide the SFA/Sponsor with a menu and menu certification documents utilizing a dated one-week menu that includes portion sizes from the 21-day cycle menu included in the proposal. The menu and menu certification documents must include all age/grade groups served. The menu must be developed in accordance with the provisions of 7 CFR Part 210.10. The menu certification documents must contain all required information needed for approval by the State Agency. Meals may not be served under this contract until the menu certification is approved by the State Agency.

The dated menu certification documents are to be provided to the SFA along with the signed, unexecuted, contract. The SFA will submit the menu certification to the State Agency along with their application to participate in the program.

H. Final Contract

The complete contract includes all documents included by the SFA/Sponsor in the Request for Proposal/Contract, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e., work sheets, and attachments).

Standards Terms and Conditions

I. Scope and Purpose

- A. **Duration of Contract.** The effective date may be different than July 1, but the termination date must be June 30th (SFA's only). Keep in mind that the effective date may not occur prior to the date on which the contract is signed and approved by the state agency. This contract shall be for a period of up to one year, beginning on July 1, 2023, and ending on June 30, 2024, with up to four 1-year renewals with mutual agreement between the SFA/Sponsor and the FSMC (7 CFR Part 210.16(d)).
- B. The FSMC shall operate in conformance with the SFA/Sponsor agreement with the Louisiana State Department of Education, Division of Nutrition Support.

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

National School Lunch Program (NSLP)

Extra Sales

School Breakfast Program (SBP)

Adult Meals

After School Snack Program (ASSP-NSLP)

Catering

Summer Food Service Program

USDA-Donated Foods

Fresh Fruit and Vegetable Program

Vending/Concessions

Child and Adult Care Food Program (CACFP)

Farm to School Program

Contract Meals

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

A material change is defined as:

Any change made to a contract after it has been awarded that alters the terms and conditions of that contract substantially enough that had other respondents known of these changes in advance, they could have proposed differently and more competitively (USDA Contracting with FSMC – Guidance for SFAs p. 60).

- D. The FSMC shall be an independent contractor and not an employee of the SFA/Sponsor. The employees of the FSMC are not employees of the SFA/Sponsor.
- E. The food service shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- F. All prospective FSMC's must completely inspect the facilities and equipment prior to the proposal due date and prior to submitting a proposal. Failure to do so will not relieve the successful offeror from the necessity of furnishing and installing any material and equipment, performing any labor, or making structural changes without additional cost to the SFA/Sponsor, that may be required to carry out the intent of the resulting contract.
- G. All income accruing as a result of payments by children and adults, federal reimbursements, and all other income from sources such as donations, special functions, catering, extra sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in the SFA's/Sponsor's food service account. Any profit or guaranteed return shall remain in the SFA's/Sponsor's food service account. The SFA/Sponsor and the FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract which are both prohibited, as required under United States Department of Agriculture (USDA) Regulations 7 CFR Part 210.16(c).
- H. The SFA/Sponsor shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the state agency and USDA regarding each of the Child Nutrition Programs covered by this contract 7 CFR Part 210.16(a)(2).
- I. The SFA/Sponsor shall retain control of the CNP food service account and overall financial responsibility for the CNP contract 7 CFR Part 210.16(a)(4).
- J. SFAs/Sponsors shall retain control and establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and extra sales (including vending, adult meals, contract meals, and catering prices). Exception: non-pricing programs need not establish a selling price for reimbursable meals/milk 7 CFR Part 210.16(a)(4).
- K. (SFA's only) If the FSMC is responsible for providing the SFA with non-program foods, the FSMC will provide written documentation of food costs and revenues to the SFA on a monthly basis. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Non-program foods include: adult meals, a la carte, catering, vending, and student stores operated, or any other sales generated through the non-profit school food service account not already described. This information is required to determine compliance with revenue from non-program foods 7 CFR Part 210.14(f) and Memo SP 20-2016.

- L. (SFAs only)The FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by the SFA. The SFA will be charged the meal equivalent rate. USDA commodities shall not be used for these special functions unless a School Food Authority's students will be the primary beneficiaries 7 CFR Part 250.59(c).
- M. (SFAs only) SFAs may request of the FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such is not prohibited by state or federal program regulations.
- N. (SFAs only)The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- O. The FSMC shall comply with the rules, regulations, policies, and instructions of the state agency and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 215, 220, 245, 250, 7 CFR Part 225 (SFSP), if applicable, 7 CFR Part 226 (CACFP), if applicable, 2 CFR 200.318-326, Appendix II to Part 200; 2 CFR 400, 2 CFR 416, 2 CFR 417, 2 CFR 418; and 7 CFR Part 215 (SMP).
- P. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement – Nutrition Programs and Activities*, and any additions or amendments.
- Q. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) (Appendix II of 2 CFR Part 200(G)).
- R. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (Appendix II of 2 CFR Part 200(I)).
- S. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence Appendix II of 2 CFR Part 200(E).
- T. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by

Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Appendix II of 2 CFR Part 200(C)

- U. The FSMC shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency (Appendix II of 2 CFR Part 200 (D)).

V. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CR Part 200.323).

- W. The FSMC shall comply with the *Buy American Provision* for contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250, 7 CFR Part 210.21(d), and 220.16(d)). The FSMC is required to purchase, to the maximum extent practicable, domestic commodities and products.

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

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

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

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

The FSMC will include the **“BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES** with their proposal. The FSMC must identify all food products bid by the Company that do not meet the definition of “domestic” on this document. In the event the SFA receives a proposal from an FSMC that does not include this information, the SFA is to consider the proposal non-responsive. The SFA must determine the accuracy of the Buy American Certification Form as submitted by the prospective vendor. Any vendor submitting inaccurate information on the Buy American Certification Form must be considered a non-responsible bidder.

The Buy American Certification Form is on pages 52-55 of the RFP. A Microsoft Word version may be found on the CNP Website under School Food Service/Forms if additional space is needed. Proposals submitted without the completed Buy American Certification form are considered non-responsive and not eligible for award.

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

Affirmative steps must include:

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

- Y. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency (Appendix II of 2 CFR Part 200 (F)).

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

declared ineligible under statutory or regulatory authority other than Executive Order 12549 (Appendix II of 2 CFR Part 200 (H)).

AA. **Performance Bond**-As outlined in SP 35-2016, the State Agency has established bonding requirements for the NSLP/SBP program. When a FSMC and a sponsor enter into one or more contracts exceeding \$250,000, the sponsor shall obtain a performance bond from the chosen FSMC in an amount of 10% of the total value of the contract for which the proposal is made. Any FSMC which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$250,000. Food Service Management Companies shall obtain performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. No sponsor shall allow food service management companies to post any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts. Performance Bonds must be provided to the State Agency with the Step 2 documentation.

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

CC. (SFAs only) In the event that the FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of the SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools (applies to School Food Authorities only) SFA and FSMC further agree that not more than 10% of the total funds expended to the school and/or schools for operation of the FFVP may be used for administrative expenses. All administrative costs (non-food costs such as labor, supplies, management of the program, and equipment) must be used by the SFA to support planning and managing the program. The FSMC must provide the SFA with full documentation of allowable costs. This documentation must clearly outline the allocation of costs charged to the FFVP program (i.e., amounts charged for labor, administrative fees, and actual costs of fresh fruits and vegetables, etc.). Labor costs must be minimal in both the "operating and administrative" category, and must be reported in a manner that clearly identifies the actual time allocated to the FFVP. If a proposal includes a fixed fee component, the SFA shall assess each proposal to determine the allowability of the fees charged by the FSMC.

The FSMC shall:

- Be completely apprised of all FFVP policies and rules to guarantee the program is operated in compliance with FNS Standards.
- Cooperate with the SFA in monitoring the FSMC operation of the FFVP.
- Document and track FFVP expenses separately from all other program expenses and provide the documentation to the SFA by the 5th day of the month following the month the expenses were incurred.
- Not charge labor or benefits incurred by the FSMC employees during normally contracted work hours.
- If applicable, claim only labor and benefits incurred by FSMC employees above and beyond normally contracted work (these costs must be minimal).

The SFA shall:

- Provide a cycle menu, including portion sizes (the menu must be based on FNS guidance).

DD. *Geographic preference.* A school food authority participating in the Program, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority has the discretion to determine the local area to which the geographic preference option will be applied.

- If requested by the SFA and included in this contract, the FSMC shall engage in LA's Farm to School program in an effort to connect schools (K-12) with LA/local farms in order to serve healthy meals using locally-produced foods.

- The FSMC, as the agent of the SFA, will maximize the use of LA grown/locally grown products, including but not limited to, fruits, vegetable and dairy products, whenever possible, and when purchased by the SFA directly, such fruits, vegetables, and dairy products must be used by the FSMC in the SFA's Food Service Program.
- The FSMC shall produce a quarterly report which documents the procurement of LA grown / locally grown products including the local farm source, the product(s) purchased and the value of the products purchased on behalf of the LEA.

EE. Computation of Lunch Equivalency Rate and Lunch Equivalents.

Lunch Equivalency Rate: The rate is the sum of the total reimbursement received for each lunch meal served and claimed. The Lunch Equivalent rate is used **by the SFA** to convert sales from second meals, a-la-carte, vending, extra sales, and catering to a meal equivalent.

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

Current Year Federal Free Rate of Reimbursement: \$4.43
 Current Year Value of USDA Entitlement Donated Foods: \$0.30
 Current Year Value of USDA Bonus Donated Foods: \$0.00
Total Lunch Equivalent Rate: \$4.73

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

GG. The charge to the SFA/Sponsor for FSMC's fee is to be clearly identified in the proposal. Fees imposed by a FSMC outside of this contract may not be paid for with Child Nutrition Funds.

HH. Procurement/Payment Terms/Method: The FSMC shall invoice the SFA/Sponsor at the end of each month for amounts due based on on-site records. The SFA/Sponsor shall make payments within 60 business days of receipt of the invoice. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable. This prototype specifies the meal fee structure as a maximum flat fee per reimbursable meal served to a student (not number of meals delivered). The maximum flat fee per meal includes the allowable direct costs of the preparation and service of the reimbursable meals including food, labor, and other expenses. The flat fee proposed for meals served under the NSLP, SBP, SFSP, and CACFP must include the cost of serving milk. No other fees may be charged to the SFA/Sponsor.

Federal regulations allow contracts to be of a duration no longer than one year with the option of yearly renewals not to exceed four additional years (7CFR 210.16(d)).

Prices per Meal Equivalents

To be completed by the FSMC:

Fixed Price per Lunch Equivalent: \$

 Fixed Price per Breakfast Equivalent \$
 (67% of the Fixed Price for Lunch Equivalent)

 Fixed Price per Snack Equivalent \$
 (33% of the Fixed Price for Lunch Equivalent)

The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI for Food Away from Home. The specific CPI used will be the CPI for All

Urban consumers as of January of the current year (rounded down to the nearest cent). The prices above must be the same as the contract price for reimbursable meals.

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

JJ. The SFA/Sponsor will make the final determination of the opening and closing dates of all sites, if applicable.

ii. Designation of Program Expenses to be Completed by SFA/Sponsor

1. The FSMC guarantees to the SFA/Sponsor that the proposal meal rate for each reimbursable school meal shall include the expenses as designated with an "X" or a "✓" under Column 1. The FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.

2. The SFA/Sponsor shall pay those expenses as designated with an "X" or a "✓" under Column II.

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA/SPONSOR)
LABOR:		
Payroll, managers and/or supervisors	X	
Payroll, full and part-time workers	X	
Payroll, Monitors	X	
Payroll, Cooks, Prep Staff, Servers, POS - NSLP, SBP	X	
Payroll, Staff to deliver meals/snacks to classroom as determined by SFA (NA if not applicable)	X	
Payroll, Staff, POS for NSLP Afterschool Snack (NA if not applicable)	X	
Payroll, Staff, POS for CACFP At-Risk Dinner/Snack (NA if not applicable)	X	
Life Insurance	X	
Medical/Dental Insurance	X	
Retirement Plans	X	
Social Security	X	
Vacation	X	
Sick Leave	X	
Holiday Pay	X	
Uniforms	X	
Tuition Reimbursement	X	
Labor Relations	X	
Unemployment Compensation	X	
Workers Compensation	X	
Processing and Payment of Payroll	X	
FOOD:	X	
OTHER EXPENSES:		
Accounting	X	
Bank Charges	X	
Data Processing	X	
Recordkeeping	X	
Processing and Payment of invoices	X	
Equipment – Major		X
Original Purchase		X
Routine Maintenance	X	
Major Repairs		X
Replacement		X
Equipment – Expendable (Trays, tableware, glassware, utensils)		
Original Purchase	X	

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA/SPONSOR)
Replacement	x	
Cleaning/Janitorial Supplies	x	
Insurance		
Liability Insurance	x	
Insurance on Supplies/Inventory	x	
Other Required Insurance - n/a		
Laundry and Linen	x	
Office Materials	x	
Paper/Disposable Supplies	x	
Pest Control		x
Postage	x	
Printing	x	
Product Testing	x	
Promotional Materials	x	
Taxes and License	x	
Telephone		
Local		X
Long Distance	x	
Medium of Exchange for point of service counts including student payments		x
Training of SFA employees and maintenance of Professional Standards Tracking Tool		x
Training of FSMC employees and maintenance of Professional Standards Tracking Tool	X	
Transportation of meals	x	
Trash Removal		
From Kitchen	x	
From School Premises		x
Travel		
Required	x	
Requested	x	
Utilities		x
Vehicles	x	
Ware washing Equipment	x	
Ware washing Chemicals	x	
Fresh Fruit and Vegetable Program (if applicable)		
Purchase of food items	x	
Preparation (if needed)	x	
Packaging (if needed)	x	
Serving	x	
Purchase of Supplies (i.e. containers, paper, etc.)	x	
Cleaning of Kitchen	x	
Cleaning of Cafeteria Tables and Floors after each turnover of Students	x	
Nutrition Education	x	

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA/SPONSOR)
Documentation of Expenses	x	

iii. Signature Authority

- A. (SFA only) The SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, and programs indicated in Section I, Item B on page 9 and the monthly claim for reimbursement. (7 CFR Part 210.16{a}{5})

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

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster.
- B. The FSMC shall implement an *accurate point of service* count using the counting system submitted by the SFA in its application to participate in the CNP and approved by the state agency for the programs listed in Item B on page 11, 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 Part 245.8.
- C. The SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced Price Meals and participating in Direct Certification. The SFA shall be responsible for the determination of eligibility for free or reduced-price meals.
- D. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals.
- E. The SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations.
- F. It will be the joint responsibility of the SFA and the FSMC to protect the anonymity of all children receiving free or reduced-price meals, and methods for ensuring anonymity shall be jointly agreed upon, providing that nothing in this paragraph shall be construed to relieve the FSMC of its independent obligation to protect the anonymity of all children receiving free and reduced-price meals.

v. USDA-Donated Foods (SFA's only)

- A. The SFA has the responsibility for the efficient and effective administration of the Federal Award through the application of sound management practices (2 CFR 200.400). The SFA also assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. Utilizing USDA-Donated foods is a sound management practice because it can significantly lower food cost rather than purchasing similar commercial products. The purchase of commercial products when USDA-Donated Foods are available would render the commercial purchase of these items as unreasonable and unnecessary and contributes to a higher cost for student meals.
- B. The SFA must determine the existence of the proper pass-through value of the donated commodities, i.e., credits or reductions on the invoice in the month of utilization. The values are to be based on the values at the point the SFA receives the commodities from the Louisiana Department of Agriculture and Forestry and on USDA commodity prices pertinent to the time period and shall include both the basic commodities allocation as well as any bonus commodities 7 CFR Part 250.51.
- C. The FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR Part 250.51. Any USDA-donated foods received by the SFA and made

available to the FSMC must accrue solely to the benefit of the SFA's nonprofit child nutrition programs and shall be fully utilized therein.

- D. The FSMC must subtract from the SFA's monthly bill/invoice the current market value of all USDA-donated commodities received during each Contract Term as the commodities are used in the SFA's food service. **The FSMC must credit the SFA for all USDA-donated commodities received for use in the SFA's food service. Each Contract Term whether the USDA-donated commodities have been used or not, such credit shall be issued in full prior to the expiration of each Contract Term.**
- E. Credit issued by the FSMC to the SFA for USDA-donated commodities received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA-donated food item used in the SFA's food service and each USDA-donated food item credit issued for unused commodities, along with the current market value as issued by the Louisiana Department of Agriculture and Forestry.
- F. The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA-donated commodities. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA-donated commodities.
- G. **The SFA must conduct a reconciliation at the end of each Contract Term and upon expiration or termination of the Contract. The reconciliation will be used to ensure and verify correct and proper credit has been received for the full value of all USDA-donated commodities received by the FSMC during each Contract Term for use in the SFA's food service.**
- H. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service. Commercially-purchased foods shall not be substituted for these foods. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service.
- I. The FSMC shall return all unused USDA donated ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.
- J. The SFA shall retain title to all USDA-donated foods.
- K. The procurement of processed end products on behalf of the recipient agency, as applicable, will assure compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of the distributing or recipient agency processing agreements and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value 7 CFR 250.50(d).
- L. The FSMC is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the SFA as required in subpart C of 7 CFR Part 250. All refunds received from processors must be retained by the nonprofit school food service account. The FSMC shall pay all related processing fees and costs. (7 CFR 250.50(d)).
- M. Any activities related to donated foods that the FSMC will be responsible for will be in accordance with 7 CFR Part 250.50(d). Such activities will be performed in compliance with the applicable requirements in 7 CFR Part 250.
- N. The 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.
- O. **The FSMC shall accept and use USDA-donated foods in as large of quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA.** The SFA should 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.
- P. The FSMC will comply with the storage and inventory requirements for donated foods in accordance with the contingencies in §250.52. The FSMC shall account for all USDA-donated foods separately from

purchased foods. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods. Failure by the FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of USDA- donated foods.

- Q. The FSMC shall have records available to substantiate that the full value of all USDA-donated foods is used solely for the benefit of the SFA.
- R. The FSMC will maintain all necessary records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b).
- S. The distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- T. Extensions or renewals of the contract, if applicable are contingent upon the fulfillment of all contract provisions relating to donated foods.

vi. Health Certifications

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

vii. Meals

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA/Sponsor.
- B. Meals must meet meal pattern requirements and nutrition standards as specified in the attachments for the programs included in this proposal.
- C. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this Contract, the FSMC shall assume the responsibility for the amount denied.
- D. The SFA/Sponsor shall retain control of the quality, extent, and general nature of the food service (7 CFR Part 210.16(a) (4)).
- E. The Request for Proposal contains a 21-day cycle menu developed in accordance with the provisions of 7 CFR Part 210.10, to be used as a standard for the purpose of basing proposals or estimating average cost per meal. A school food authority with no capability to prepare a cycle menu may, with state agency approval, require that each food service management company include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR Part 210.10, with its proposal. The food service management company must adhere to the cycle menu for the first 21 days of meal service. Changes thereafter may be made with the approval of the school food authority (7 CFR Part 210.16(b)(1)). The FSMC shall adhere to the 21-day cycle menus and portion sizes specified by the SFA/Sponsor in Attachments N1-N20, O1-O20, P1-P2, Q1-Q2, S1-S2, and T1-T2.

- F. (SFA's Only) In order for the FSMC to offer extra sales/a la carte food service, the FSMC must offer free, reduced price, and full price reimbursable meals to all eligible children (7 CFR Part 210.16(a).
- G. (SFA's Only) The FSMC shall provide meals that meet the regulatory requirements as set forth in the Final Rule on Nutrition Standards in the National School Lunch and School Breakfast Programs published on January 26, 2012.
- H. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- I. The FSMC shall provide the specified types of service in the schools/sites listed in Attachment K, which is a part of this contract.
- J. (SFA's Only) The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- K. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA/Sponsor for each food component in the meal pattern, or do not otherwise meet the requirements of this Contract. Specifications shall cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time (7 CFR Part 210.16(c)(3).

As stated above, all meals must meet the detailed specifications for the grade groups being served. No payment is to be made to the FSMC for meals that do not meet the minimum component requirements, quantity requirements, vegetable subgroup requirements, and nutrient specifications for the age/grade group served.

- L. The following requirements apply when meals are delivered from a central kitchen:
 - (SFAs Only) The vendor shall provide the SFA with a completed production record that includes all information except for the number of meals served, leftovers, dispensation of leftovers, and temperature of food upon receipt. All information from the LDOE prototype SFS-6 report must be included in the production record. The meals served, leftovers, dispensation of leftovers, and ending temperature shall be completed at the end of meal service and provided to the SFA.
 - The FSMC will provide the SFA/Sponsor with all CN Labels, ingredient labels, and recipes used in the preparation of meals. The SFA will maintain these records on site at all times.
 - The vendor shall provide a delivery slip with the date and the number of meals delivered. The SFA/Sponsor authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
 - Meals must be delivered in closed-topped, sanitary vehicles.
 - Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
 - When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA/Sponsor-authorized representative or his/her designee immediately by phone indicating the reasons for the need for substitution.
 - The SFA/Sponsor reserves the right to inspect and determine the quality of food delivered. The SFA/Sponsor may reject and not pay for any meals or components that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
 - The SFA/Sponsor will obtain meals from other sources if meals are rejected or if an insufficient number of meals are delivered. The SFA/Sponsor will contact the vendor immediately regarding the reasons for rejected meals or if an inadequate number of meals is delivered. If the vendor cannot replace meals in time for meal service, then the SFA/Sponsor can obtain meals from another source and deduct the actual cost of such meals from the monthly bill of the vendor. The vendor is responsible for the costs of replacement meals.
 - The SFA/Sponsor will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed in Attachment J, or as otherwise stated in this contract.

- Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.
- All refrigerated foods shall be delivered at an internal temperature of 41°F or below.
- All frozen food shall be delivered at 0°F or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors.
- All hot food shall be delivered with an internal temperature of 135°F or above.
- The SFA/Sponsor is to reject any food item that does not meet the temperature requirements above. The SFA/Sponsor must not pay for non-reimbursable meals. This includes meals where the required components/quantity are not provided.
- (SFSP Only) All meals prepared by a FSMC shall be unitized, with or without milk or juice (based on the contract).
- (SFSP Only) FSMCs may not subcontract for the total meal, with or without milk, or for the assembly of the meal.

VIII. Books and Records

- A. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA/Sponsor will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA/Sponsor no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. (SFA's Only) The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement 7 CFR Part 210.16(c)(1).
- B. All records relating to the Contract, including subsequent renewal Terms, if applicable, are the property of the SFA/Sponsor and shall be maintained in original form on SFA/Sponsor premises for the duration of the Contract. At any time during the Contract, the SFA/Sponsor reserves the right to require the FSMC to surrender all records relating to the Contract to the SFA/Sponsor within 30 days of such request 7 CFR Part 210.16(c)(1).

Such records shall include, but are not limited to:

- All data materials, and products created by the FSMC on behalf of the SFA/Sponsor and in furtherance of the Services
 - Production records, including quantities and amounts of food used in preparation of each meal and food component of menus
 - Standardized recipes and yields from recipes
 - Processed product nutritional analysis
 - Dates of preparation of meals
 - Number of meals and locations where meals were delivered
 - Signed delivery slips
 - Nutritional content of individual food items and meals as delivered
 - Bills charged to SFA/Sponsor for meals delivered under this contract including the credit of USDA commodities where applicable
 - Inventory records
 - Food and proposal specifications
 - All documents and records as noted in this *Request for Proposal and Contract*
- C. Completed participation records, including claim information, shall be submitted to the SFA/Sponsor no later than the third working day succeeding the week in which services were rendered. SFA's must receive participation records and claim information by eligibility category.
 - D. (SFAs Only) The SFA shall perform edit checks on the participation records provided by the FSMC no later than the fifth working day succeeding the week in which services were rendered.
 - E. Upon expiration or termination of the Contract, the FSMC shall surrender all records as noted above, relating to the initial Contract and all subsequent renewal Terms, if applicable, to the SFA/Sponsor

within 30 days of the Contract expiration or termination.

- F. The SFA/Sponsor shall retain all records relating to the initial Contract and all subsequent renewal Terms for a period of three years either from the date the final Contract Renewal Term has expired, receipt of the final payment under the contract is recorded, or after the SFA/Sponsor submits the final Claim for Reimbursement for the final fiscal year of the contract (7 CFR Part 210.23 (c)).
- G. The FSMC shall provide the SFA(Sponsor) with a year-end statement.
- H. The SFA/Sponsor shall conduct an internal audit of food, labor, meal requirements, meal equivalent calculations and other large expense items quarterly as well as performing random audits on smaller expense categories.
- I. The SFA/Sponsor and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's/Sponsor's single audit.
- J. The FSMC will make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State agency, USDA and Comptroller General. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit (2 CFR Part 210.23(c)).
- K. The FSMC shall not remove federally required records from SFA/Sponsor premises upon contract termination.

ix. Employees

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

SFA/Sponsor (See Attachment A)

FSMC (See Attachment B)

Both SFA/Sponsor and FSMC

- B. The FSMC shall provide the SFA/Sponsor with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on Attachment B. Specific locations and assignments will be provided to the SFA/Sponsor two full calendar weeks prior to the commencement of operation. Failure of the FSMC to complete Attachment B and D constitutes a non-responsive proposal.
- C. The SFA/Sponsor shall have final approval regarding the hiring and termination of the FSMC's site manager, if applicable.
- D. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA/Sponsor-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.

The FSMC shall be responsible for training all employees prior to active employment. The topics must include but are not limited to the following:

- Menu Pattern Requirements for applicable programs
- Offer Versus Serve
- Recordkeeping (as applicable to the employee)
- HACCP Plan

- Meal Counting and Claiming

The FSMC shall be responsible for providing the agenda and sign-in sheet to the SFA upon hire of new employees and annually for all employees. The FSMC is responsible for ensuring that all employees have received the required annual trainings/hours as required by USDA. The FSMC shall be responsible for the completion of a Professional Standards Tracking tool for all FSMC employees.

- E. The FSMC shall provide Workers' Compensation coverage for all its employees.
- F. The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's/Sponsors premises as established by the SFA/Sponsor and which are furnished in writing to the FSMC.
- G. Staffing patterns, except for the site manager, shall be mutually agreed upon.
- H. The FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.
- I. The SFA/Sponsor shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
- J. The SFA/Sponsor may request in writing the removal of any employee of the FSMC 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.
- K. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- L. All SFA, Sponsor, and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.
- M. The FSMC shall conduct civil rights training for all food service employees, including front-line staff, upon hire, and on an at least an annual basis. Civil rights training must include:
 - Collection and use of data,
 - Effective public notification systems,
 - Complaint procedures
 - Compliance review techniques,
 - Resolution of noncompliance,
 - Requirements for reasonable accommodation of persons with disabilities
 - Requirements for language assistance
 - Conflict resolution, and
 - Customer service.
- N. The FSMC shall conduct a security check on each prospective employee working with the program prior to employment of such person. The security check must include submission of the prospective employee's fingerprints in a form acceptable to the Louisiana Bureau of Criminal Identification and Information (Reference R.S. 17.15 (B)).

x. **Monitoring**

- A. (SFAs only) The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulation 7 CFR Part 210.16(a)(3). Further, if there is more than one site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the State agency under 7 CFR Part 210.7(c) of this part and that the counting system, as implemented, yields the actual number of reimbursable free, reduced price and paid lunches, respectively, served for

each day. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the State agency under §210.7(c) of this part and that the counting system, as implemented, yields the actual number of reimbursable free, reduced price and paid lunches, respectively, served for each day of operation 7 CFR Part 210.8(a)(1).

- i. (SFAs only) The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract and must be made available to the Auditor General, USDA, the state agency, and the SFA upon request for the purpose of auditing, examination, and review.
- ii. The SFA/Sponsor as a SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

xi. Use of Advisory Group/Menus

- A. (SFAs Only) The SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of student, teachers, and parents to assist in menu planning. The SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR Part 210.16{a}{8})
- B. (SFAs Only) The FSMC must comply with the food specifications (Attachments L, and M1-M-8) developed by the SFA for the NSLP. The FSMC must also comply with the 21-day menu cycles as specified by the SFA/Sponsor for the NSLP, SBP, ASSP, SFSP, CACFP, and included in Request for Proposal/Contract. Any changes made by the FSMC after the first initial menu cycle for the NSLP, SBP, SFSP, CACFP, and/or ASSP may be made only with nonperformance of the SFA.

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

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

- K. (SFAs Only) The 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 the FSMC.
- L. All food preparation and serving equipment owned by the SFA/Sponsor shall remain on the premises of the SFA/Sponsor.
- M. The SFA/Sponsor shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA/Sponsor premises.
- N. The FSMC shall notify the SFA/Sponsor of any equipment belonging to the FSMC on the SFA/Sponsor premises within 10 days of its placement on the premises.
- O. The SFA/Sponsor shall have access, with or without notice, to all of the SFA's/Sponsor's facilities used by the FSMC for the purposes of inspection and audit.
- P. The FSMC shall not use the SFA's/Sponsor's facilities to produce food, meals, or services for other organizations without the approval of the SFA/Sponsor. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA/Sponsor for such facility usage. The SFA must submit this written agreement to the State Agency before receiving approval of the FSMC contract. The FSMC must contact LDH for a permit to produce food for another organization.
- Q. The FSMC shall surrender to the SFA(Sponsor), upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear excepted.

xiii. Purchases

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

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

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

xiv. Sanitation

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

sample shall be maintained under refrigeration for 48 hours at the school site.

xv. Licenses, Fees, and Taxes

- A. The 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; the FSMC shall hold the SFA/Sponsor harmless for all claims arising from payment of such taxes and fees.
- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall provide the SFA with a copy of all Permits to Operate and health inspections received from the Louisiana Department of Health in a timely manner.
- D. The FSMC shall comply with all SFA/Sponsor building rules and regulations.

xvi. Non-discrimination

Both the SFA/Sponsor and the FSMC agree that no child who participates in the NSLP, SBP, ASSP, CACFP, or SFSP program will be discriminated against on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity.

xvii. Emergency Closing

- A. The SFA/Sponsor shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. (SFAs Only) The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions.

xviii. Terms and Termination (To be reviewed and approved by the SFA's School Board Attorney)

- A. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. Either party may cancel for cause with 60-day notification (7 CFR Part 210.16(d), Appendix II of 2 CFR Part 200 (B)).

Non-Performance/Breach of Contract

In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA/Sponsor shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate (Appendix II of 2 CFR Part 200(A)).

In the event either party commits a material breach, the nonbreaching party may terminate this agreement for cause by giving 60 days' written notice. If the breach is remedied prior to the proposed equal date, the nonbreaching party may elect to continue this agreement.

If through any cause, the FSMC shall fail to fulfill in a timely and proper manner, the obligations under this agreement, the SFA shall there upon have the right to terminate this Contract by giving written notice to the Contractor and specifying the effective date thereof.

The FSMC shall pay the SFA/Sponsor the full amount of any meal over claims which are attributable to the FSMC's negligence, including those over claims based on reviews or audit findings that occurred during the effective dates of original and renewal contracts. The SFA/Sponsor may terminate this contract

for breach/neglect as determined by the SFA/Sponsor with written notification to the FSMC for failure of the FSMC to maintain accurate records (7 CFR Part 210.16 (d)).

Notwithstanding the foregoing termination clause, in the event that the breach concerns such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the contract, failure to provide required information/statements in the required time frame outlined in this RFP, or failure to maintain quality of service at a level satisfactory to the SFA/Sponsor, the SFA/Sponsor may terminate this contract immediately with written notification to the FSMC. The SFA/Sponsor is the responsible authority without recourse to FNS or the state agency to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

At any time, because of circumstances beyond the control of the SFA/Sponsor as well as the FSMC, the FSMC or the SFA/Sponsor may terminate the contract by giving **30 days'** written notice to the other party.

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

Disqualifying a Vendor (R.S. 38:2212)

A vendor who fails to satisfactorily meet the terms of this contract may be disqualified from future proposal awards. If a School Food Authority has problems with the FSMC/Vended Meals company, the following steps will be taken:

- a. The SFA/Sponsor will document the problem, noting the date and writing an accurate description of the problem.
- b. The vendor will be notified by telephone or email of the problem and how the problem should be corrected.
- c. The SFA/Sponsor will maintain a record of the dates of all telephone calls and emails as well as the information discussed.
- d. If the problem is not resolved, the SFA/Sponsor will give the vendor written notification of the problem, indicating that immediate correction is expected and that failure to do so will be considered a breach of contract and could result in the cancellation of the contract.
- e. If cancellation of the contract becomes necessary, the SFA/Sponsor will provide written notice of the proposed action to the vendor. Reasons for the proposed action will be included. If the contract is not canceled, the SFA/Sponsor may disqualify the vendor from future bidding.
- f. A vendor disqualified for lack of responsibility will be notified in writing and given an opportunity for a hearing. If the SFA is rejecting a proposal because of unresponsiveness, the vendor will be informed of why the proposal was rejected.

xix. Certification

- A. The FSMC has signed the *Certification of Independent Price Determination*, Attachment U, which was attached to the FSMC's proposal and which is incorporated herein by reference and made a part of this contract.
- B. The FSMC has signed the *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*, Attachment V, which was attached to the FSMC's proposal and is incorporated and made a part of this contract. This is required of contracts of \$25,000 or more. (Appendix II of 2 Part CFR 200 (H)).
- C. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857{h}), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive

Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), (Appendix II of 2 Part CFR 200 (G).

- D. The FSMC has signed the Lobbying Certification, Attachment W which is attached to the FSMC's proposal and which is incorporated and made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, *Disclosure Form to Report Lobbying*, (Attachment X, or will complete and submit as required in accordance with its instructions included in Attachment Y).

xx. Miscellaneous

- A. The FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract.
- B. (SFAs Only) No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- C. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- D. 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 the SFA/Sponsors are to be used.
- E. Payments on any claim shall not preclude the SFA/Sponsor from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.
- F. The SFA/Sponsor shall be responsible for ensuring the resolution of program review and audit findings.
- G. This contract is subject to review and approval by the state agency. This review shall take place before this contract can be executed.

xxi. Insurance

- A. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Louisiana. **A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of the award.** The information below must be completed by the SFA/Sponsor.
- B. 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
- C. Automobile Liability: \$1,000,000 Combined Single Limit
- D. Workers' Compensation – Statutory; Employer's Liability - \$1,000,000
- E. Excess Umbrella Liability: \$1,000,000 Combined Single Unit

- F. The SFA/Sponsor shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The FSMC must provide a waiver of subrogation in favor of the SFA/Sponsor for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
- G. The contract of insurance shall provide for notice to the SFA/Sponsor of cancellation of insurance policies 30 days before such cancellation is to take effect.

xxii. Optional Requirements to Be Included-SFAs Only

A. The following provisions will will not apply to FSMC investment (to be completed by the SFA):

- 1. **The FSMC may or may not** purchase equipment for the food service program in an amount **not to exceed \$** . The FSMC shall be subject to the same procurement requirements to which the district is subject in any procurement action and may not serve as a vendor when procuring on behalf of the school food service. The district shall repay at the rate specified when the equipment was purchased, which shall be charged to the district as an Operating Expense of the food service program. Ownership of the investment will vest in the district upon full payment of the purchase price to the FSMC. Upon such payment, the FSMC shall deliver a Bill of Sale evidencing transfer of title to the equipment to the district. Any equipment costing \$2,500 or more must be approved by the state agency.

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

a. **Reimburse the FSMC the unpaid portion of the investment**

OR

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

OR

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

B. Except as otherwise expressly provided in this contract, the FSMC will defend, indemnify, and hold the SFA/Sponsor harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the SFA/Sponsor, its employees or agents. This clause shall survive termination of the Agreement.

C. The SFA/Sponsor and the FSMC shall work together to ensure a financially sound operation.

D. Assumptions. Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

- The district's policies, practices and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
- Legislation, regulations, and reimbursement rates that create changes in the program shall remain materially consistent throughout the year.

- (SFA's Only)-Usable commodities, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
- Meal components and quantities required by the program (NSLP, SBP, ASSP, SFSP, CACFP) remain consistent with prior years.
- Service hours, service requirements, and type or number of facilities selling food and/or beverages on the SFA/Sponsor premises shall remain materially consistent throughout the year.
- The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
- **The projected number of full feeding days are:178.**
- Revenue credited to the food service program shall include all state and federal amounts received specifically for child nutrition operations.

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

xxiii. Trade Secrets and Proprietary Information

- A. During the term of the Agreement, the FSMC may grant to the SFA/Sponsor a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC's business operations (trade secrets). The SFA/Sponsor shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The district shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Agreement. The district shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the SFA/Sponsor, the SFA/Sponsor 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 the FSMC and not the SFA/Sponsor. Furthermore, the district's access or use of such software shall not create any right, title interest, or copyright in such software and the SFA/Sponsor shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The SFA/Sponsor's obligations under this section are subject to its obligations under the Louisiana Open Records Act. This provision shall survive the termination of the Agreement.
- B. Any discovery, invention, software, or programs paid for by the SFA/Sponsor shall be the property of the SFA/Sponsor to which the state agency and USDA shall have unrestricted rights.

xxiv. SFSP

- A. In the event that the FSMC provides management services for the Summer Food Service Program (SFSP) at any of the SFA's/Sponsor Food Service locations, SFA/Sponsor and FSMC agree to comply with all regulations set forth in 7 CFR Part 225, Summer Food Service Program Regulations, and all other Federal and State laws (including IRS), regulations, policies, instructions and requirements established for this Program.
- B. The SFA/Sponsor 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.

- C. The FSMC must comply with the 21-day menu cycle developed by the SFA/Sponsor for the SFSP (Attachments Q1-Q2) and include it in the RFP unless the SFA authorizes FSMCs to provide a menu with the proposal. The SFA/Sponsor shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The SFA/Sponsor shall inform the state agency of menu changes for the SFSP.

D. Bonding Requirements for the SFSP Program:

Bid Bond-If FSMCs submit a proposal over \$250,000, they must submit a bid bond in an amount of 5% (not less than 5 percent and no more than 10 percent of the value of the contract for which the proposal is made, as determined by the sponsor) and specified in the RFP. FSMCs are prohibited from posing any alternative forms of bid bonds (Memo SFSP 06-2019). Cash, certified checks, letters of credit, and escrow accounts, are not acceptable substitutes for bid bonds. The bond must be from one of the surety companies listed in the most recent issue of the United States Department of Treasury (TRE) Circular 570. Bid bonds must be provided to the State Agency with the Step 2 documentation.

Performance Bond-When a FSMC/Vendor and a sponsor enter into one or more contracts exceeding \$250,000, the sponsor shall obtain a performance bond from the FSMC in an amount of 10% of the value of the contract for which the proposal is made. Any FSMC which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$250,000. Food service management companies shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. No sponsor or State agency shall allow food service management companies to post any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts (7 CFR 225.15(m) (6-7)). The state agency has determined that a Performance Bond is to be 10% of the value of the contract/s. Performance Bonds must be provided to the State Agency with the Step 2 documentation.

xxv. CACFP

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

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

Based on 178Days of Service

Breakfast:	#	Meals	X	Student Price	=	\$	Total
Elementary Full Price	#		X		=	\$	
Secondary Full Price	#		X		=	\$	
Reduced Price	#		X		=	\$	
Adult	#400		X	\$3.50	=	\$	\$1,400
Contract	#		X		=	\$	
Subtotal Breakfast							\$1,400
Lunches:							
Elementary Full Price	#		X		=	\$	
Secondary Full Price	#		X		=	\$	
Reduced Price	#		X		=	\$	
Adult	#400		X	\$4.50	=	\$	\$1,800
Contract	#		X		=	\$	
Subtotal Lunches							\$1,800
After School Snack-NSLP:							
Full Price	#		X		=	\$	
Reduced Price	#		X		=	\$	
Adult	#		X		=	\$	
Contract	#		X		=	\$	
Subtotal Snack							\$

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

Special Functions (Catering) #	X	=		\$
Extra sales, if applicable				\$400
Concession Revenue, if applicable				\$
Vending Machine Sales Total Revenue				\$
			TOTAL <i>IN-SCHOOL</i> REVENUE =	\$3,600

Projected Operations - Revenue
(To be completed by SFA/Sponsor)

Federal Reimbursement

**Based on 178
Days of Service**

Breakfast:	Meals	Rate	=	Total
Free	#	X	=	\$
Free, Severe Need	#197,046	X \$2.67	=	\$526,113
Reduced Price	#	X	=	\$
Reduced Price Severe Need	#	X	=	\$
Full Price	#	X	=	\$
Total Breakfast				\$526,113
Lunch:				
Free	#229,620	X \$4.43	=	\$1,017,217
Reduced Price	#	X	=	\$
Full Price	#	X	=	\$
Total Lunch				\$1,017,217
After-School Snack Program:				
Free	#4,000	X \$1.18	=	\$4,720
Reduced Price	#	X	=	\$
Full Price	#	X	=	\$
Total Snacks				\$4,720
CACFP				
At-Risk Supper	#2,000	X \$4.33	=	\$8,660
At-Risk Snack	#	X	=	\$
Total CACFP				\$8,660

SFSP	Meals	Rate		Total
Breakfast	#1,500	X \$2.7725	=	\$4158.75
Lunch/Supper	#1,500	X \$4.87	=	\$7,305
Snacks	#	X	=	\$
Total SFSP				\$11,463.80

TOTAL FEDERAL REIMBURSEMENT
\$1,568,173

TOTAL IN-SCHOOL REVENUE	=	\$3,600.00
TOTAL FEDERAL REIMBURSEMENT	=	\$
TOTAL STATE REIMBURSEMENT	=	\$1,568,173
TOTAL REVENUE	=	\$1,571,773.00

Proposal Summary and Agreement Page

SFA Name Einstein Charter School

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning (Date) **July 1, 2023**, and ending (Date) **June 30, 2024**, and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the Contract between the offeror and the school food authority (SFA)/Sponsor.

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

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

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

The conversion factor for calculating meal equivalents for breakfast and snack is the factor utilized most commonly when calculating Meal Equivalents (.67 for breakfast and .33 for snack). Source: Essential KPIs for School Nutrition Success, Institution of Child Nutrition.

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

MEAL	UNITS(1)	RATE(2)	TOTAL(3)
Reimbursable Lunch-School Food Service (SFS)	229,620		
Reimbursable Breakfasts (price is 67% of the price of SFS lunch)	197,046		
Reimbursable After-School Snack (price is 33% of the price of SFS lunch)	4,000		
Reimbursable Summer Lunches/Suppers (equal to SFS lunch)	1,500		
Reimbursable Summer Breakfasts (price is 67% of the price of SFS lunch)	1,500		
Reimbursable Summer Snack (price is 33% of the price of SFS lunch)			
Reimbursable CACFP Snack (price is 33% of the price of SFS lunch)			
Reimbursable CACFP Supper (equal to SFS reimbursable lunch)	2,000		
Estimated Extra Sale Revenue/Total Lunch Equivalent Rate (does not include sale of adult meals)	1,500		
TOTAL ESTIMATED AMOUNT OF PROPOSAL			

¹ To be completed by SFA/Sponsor

² All rates to be completed by FSMC

³ To be completed by FSMC - all totals must be carried out to the second decimal place and must not be rounded

*No items sold to the SFA by the FSMC can be charged a rate other than the rates on this Proposal Agreement Page

Name of the FSMC²

Street Address²

City²

State²

Zip Code²

By submission of this proposal, the offeror certifies that in the event the offeror receives an award under this solicitation, the FSMC shall operate in accordance with all current applicable state and federal regulations. The offeror understands that the FSMC cannot charge any fees other than the meal cost as indicated above for the number of meals served. The FSMC will not charge late fees, charge for meals delivered, supplies, etc. The offeror also understands that this is a fixed-price contact and the price charged to the SFA cannot be changed during the school year. If the FSMC chooses to renew the contract for subsequent years, the price charged to the SFA can be no more than the CPI for Food Away from home for January in the year of the renewal.

Date²

Signature of FSMC's Authorized Representative²

Title²

ACCEPTANCE OF THE CONTRACT:

Name of School Food Authority/Sponsor¹

Date¹

Signature of Authorized SFA/Sponsor Representative¹

Title

ATTACHMENT A: LABOR SHEET – SFA/SPONSOR
(To be completed by the SFA/Sponsor for SFA/Sponsor)

NA (Check if not applicable-no employees are paid with CNP funds)

Pay rates for the year -

SITE OR SCHOOL	EMPLOYEE	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)

ATTACHMENT B: LABOR WORK SHEET – FSMC
 (This is a required form to be completed by the FSMC for FSMC employees)
 Pay rates for the year 2023 - 2024

SITE OR SCHOOL	EMPLOYEE	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)
TOTAL LABOR						\$
Retirement						\$
Substitute Pay						\$

NOTE: Use actual rates for FSMC; do not use a prorated statewide average benefit rate.

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

(To be completed by the SFA/Sponsor for the SFA/Sponsor employees. **NA (Check if not applicable)**)

List Annual Cost for the Year -

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

If Workers' Compensation cost is charged to food service, what is percentage? _____%

NOTE: Use actual rates for SFA/Sponsor; do not use a prorated statewide average benefit rate.

ATTACHMENT D: FRINGE BENEFIT COST WORK SHEET - FSMC

(This is a required form to be completed by the FSMC for FSMC employees)

List Annual Cost for the Year 2023 - 2024

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

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

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

LUNCH PROGRAM (To be completed by SFA)

SITE OR SCHOOL	ENROLLMENT	PROJECTED REIMBURSABLE MEALS <small>Average Daily number of meals by category</small>			SELLING PRICE \$		CONTRACT MEALS		ALL CASH SALES EXCEPT REIMBURSABLE LUNCHES (I.E., MILK, ADULT, EXTRA SALES, CATERING), VENDING/ CONCESSIONS (IF APPLICABLE)*
		FULL PRICE	FREE	REDUCED PRICE	STUDENT	ADULT	# OF LUNCHES	RATE	
Village D'Lest	470		419			4.50			\$
Sarah Towles Reed High School	114		66			4.50			\$
Sarah Towles Reed Middle School	330		169			4.50			\$
Sherwood Forest	465		400			4.50			\$
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									\$
									\$
									\$
TOTAL									\$

*Do not include Special Functions

ATTACHMENT F: SFA WORK SHEET ON BREAKFAST AVERAGE DAILY PARTICIPATION (ADP)

BREAKFAST PROGRAM (To be completed by SFA)

SITE OR SCHOOL	ENROLLMENT	PROJECTED REIMBURSABLE MEALS <small>Average Daily number of meals by category</small>			SELLING PRICE \$		CONTRACT MEALS		ALL CASH SALES EXCEPT REIMBURSABLE BREAKFASTS (I.E., MILK, ADULT, EXTRA SALES, CATERING), VENDING/ CONCESSIONS (IF APPLICABLE) ¹
		FULL PRICE	FREE	REDUCED PRICE	STUDENT	ADULT	# OF BREAKFASTS	RATE	
Village D'Lest	470		415			3.50			\$
Sarah Towels Reed High School	350		260			3.50			\$
Sarah Towels Reed Middle School	214		188			3.50			\$
Sherwood Forest	465		244			3.50			\$
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									\$
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									\$
									\$
									\$
TOTAL									\$

¹ Do not include Special Functions
47

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

AFTER SCHOOL SNACK PROGRAM
 (To be completed by SFA)

NA (Check if not applicable)

SITE OR SCHOOL	ENROLLMENT	PROJECTED REIMBURSABLE MEALS			SELLING PRICE		CONTRACT MEALS		ALL CASH SALES EXCEPT REIMBURSABLE SNACKS (I.E., MILK, ADULT, EXTRA SALES, CATERING), VENDING/ CONCESSIONS (IF APPLICABLE) ¹
		Average Daily number of meals by category			\$		# OF SNACKS	RATE	
		FULL PRICE	FREE	REDUCED PRICE	STUDENT	ADULT			
Village D'Lest	470		10						\$
Sarah Towels Reed High School	350		10						\$
Sarah Towels Reed Middle School	214		10						\$
Sherwood Forest	465		10						\$
									\$
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									\$

¹ Do not include Special Functions
 48

ATTACHMENT H: SFA/SPONSOR WORK SHEET-SFSP AVERAGE DAILY PARTICIPATION

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

Projected Average Number of Meals by Category

SUMMER FOOD SERVICE PROGRAM
(To be completed by the SFA/SPONSOR)

NA (Check if not applicable)

SITE OR SCHOOL	REIMBURSABLE BREAKFASTS	REIMBURSABLE LUNCHES	REIMBURSABLE SNACKS	REIMBURSABLE SUPPERS
Village D'Lest	25	25		
Sarah Towels Reed High School	25	25		
Sarah Towels Reed Middle School	25	25		
Sherwood Forest	25	25		
TOTALS	100	100		

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

(Total number of meals by category served in the previous summer divided by the total operating days for the summer)
 Projected Average Number of Meals by Category

CACFP PROGRAM **NA (Check if not applicable)**
 (To be completed by the SFA/SPONSOR)

SITE OR SCHOOL	REIMBURSABLE SNACKS	REIMBURSABLE SUPPERS
Village D'Lest		25
Sarah Towels Reed High School		25
Sarah Towels Reed Middle School		25
Sherwood Forest		25
TOTALS		100

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

(To be completed by the SFA/Sponsor)

SITE OR SCHOOL	ADDRESS	GRADE LEVELS ¹	ON-SITE PREP, SATELLITE, PRE-PLATED ²	NO OF SERVING PERIODS (LUNCH)	BEGINNING AND ENDING TIMES OF MEAL SERVICE			NO. OF SERVING DAYS
					BREAKFAST	LUNCH	SNACK	
Village D'Lest	5100 Cannes St New Orleans, LA 70129	PK - 5	on-site prep	7	7:30-7:50	10:30 - 2:00	3:15	178
Sarah Towels Reed High School	5316 Michoud Blvd New Orleans, LA 70129	9-12	on-site prep	4	7:30-7:50	10:30 - 2:00	3:15	178
Sarah Towels Reed Middle School	5316 Michoud Blvd New Orleans, LA 70129	6-8	on-site prep	3	7:30-7:50	10:30 - 2:00	3:15	178
Sherwood Forest	4801 Maid Marion Dr New Orleans, LA 70128	PK - 5	on-site prep	7	7:30-7:50	10:30 - 2:00	3:15	178

¹ List grade groups that have access to meal service.
² Indicate if site or school prepares meals on site or if meals are satellited in bulk or pre-plated.

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

(To be completed by the SFA/Sponsor-Place an X in the field to indicate the services to be provided at each school)

SITE OR SCHOOL Page 1	BREAKFAST					LUNCH					ASSP SNACK	SFSP	CACFP	CACFP	VEND ING	CONCE SSIONS	CATER
	MEAL 1	OFFER VERSUS SERVE	EXTRA SALES	CON- TRACT MEALS	ADULT MEALS	MEAL 1	OFFER VERSUS SERVE	EXTRA SALES	CON- TRACT MEALS	ADULT MEALS			At-Risk Supper	At-Risk Snack			
Village D'Lest	X	X	X		X	X	X	X		X	X	X	X				
Sarah Towels Reed High School	X	X	X		X	X	X	X		X	X	X	X				
Sarah Towels Reed Middle School	X	X	X		X	X	X	X		X	X	X	X				
Sherwood Forest	X	X	X		X	X	X	X		X	X	X	X				

¹ A reimbursable meal is to be offered that meets the standard established with the menus included as part of this proposal.

	■	■	■	■	■	■											
	■	■	■	■	■	■											
	■	■	■	■	■	■											

ATTACHMENT L: BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name Einstein Charter School

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. "Domestic" is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all component items proposed by the company that do not meet the definition of "domestic". This document must be included as a part of the proposal. This document is provided in Microsoft Word format so the vendor may add additional food items.

VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)	
<input type="checkbox"/>	1. I certify that all food products proposed by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.
<input type="checkbox"/>	2. I certify that all food products proposed by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS PROPOSED FOR EACH ITEM.
	<p>This product includes <input type="checkbox"/> % U.S. Content. The product is grown in <input type="checkbox"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="checkbox"/> / <input type="checkbox"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="checkbox"/> / <input type="checkbox"/> Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product includes <input type="checkbox"/> % U.S. Content. The product is grown in <input type="checkbox"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="checkbox"/> / <input type="checkbox"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="checkbox"/> / <input type="checkbox"/> Price of Price of Non-Domestic Product Per Unit</p>

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS PROPOSED FOR EACH ITEM.
<p>█</p>	<p>This product includes █% U.S. Content. The product is grown in █.</p> <p>█ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR █ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ █ / █ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ █ / █ Price of Price of Non-Domestic Product Per Unit</p>
<p>█</p>	<p>This product includes █% U.S. Content. The product is grown in █.</p> <p>█ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR █ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ █ / █ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ █ / █ Price of Price of Non-Domestic Product Per Unit</p>
<p>█</p>	<p>This product includes █% U.S. Content. The product is grown in █.</p> <p>█ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR █ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ █ / █ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ █ / █ Price of Price of Non-Domestic Product Per Unit</p>
<p>█</p>	<p>This product includes █% U.S. Content. The product is grown in █.</p> <p>█ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR █ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ █ / █ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ █ / █ Price of Price of Non-Domestic Product Per Unit</p>

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS PROPOSED FOR EACH ITEM.
<p>██████</p>	<p>This product includes ██████% U.S. Content. The product is grown in ██████.</p> <p>██████ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR ██████ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ██████ / ██████ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ██████ / ██████ Price of Price of Non-Domestic Product Per Unit</p>
<p>██████</p>	<p>This product includes ██████% U.S. Content. The product is grown in ██████.</p> <p>██████ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR ██████ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ██████ / ██████ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ██████ / ██████ Price of Price of Non-Domestic Product Per Unit</p>
<p>██████</p>	<p>This product includes ██████% U.S. Content. The product is grown in ██████.</p> <p>██████ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR ██████ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ██████ / ██████ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ██████ / ██████ Price of Price of Non-Domestic Product Per Unit</p>
<p>██████</p>	<p>This product includes ██████% U.S. Content. The product is grown in ██████.</p> <p>██████ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR ██████ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ██████ / ██████ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ██████ / ██████ Price of Price of Non-Domestic Product Per Unit</p>

ATTENTION VENDOR: RETURN WITH YOUR PROPOSAL

By signing this document, the FSMC is certifying that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality or the FSMC has provided sufficient documentation for the SFA to determine whether or not the cost of the U.S. product is significantly higher than the non-domestic product.

Company Name:

Signature: _____ Title: _____

Date: _____

The SFA has researched all items the FSMC is proposing to use that are non-domestic and determined that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality or that the cost of the U.S. product is significantly higher than the non-domestic product and is approving the use of the non-domestic product. The following website for the Agricultural Marketing Service can provide guidance to the SFA in determining if domestic products are available <https://www.ams.usda.gov/market-news/fruits-vegetables>.

SFA Name: Einstein Charter School

Approval from Authorized Representative (Print Name): **Nakeveya Anthony**

Approval from Authorized Representative (Signature): _____

Title:

Date:

ATTACHMENT M: MEAL PATTERN REQUIREMENTS AND NUTRITION STANDARDS

Meals must meet meal pattern requirements as outlined in the following attachments:

Attachment M1 – The New Meal Patterns: What You Need to Know

Attachment M2 – New Meal Patterns and Dietary Specifications

Attachment M3 – Final Rule Implementation Timeline

Attachment M4 – Sodium Reduction Timeline and Amount

Attachment M5 – Vegetable Subgroup Guidance

Attachment M6 – After School Snack Meal Pattern

Attachment M7 – Summer Food Service Program Menu Patterns

Attachment M8 – Grains/Bread Requirements

Attachment M1 -The New School Meal Patterns: What You Need to Know

Beginning in school year 2012-2013, schools, institutions, and food service management companies participating in the National School Lunch and Breakfast Programs are required to comply with the provisions outlined in the Final Rule on Nutrition Standards in the National School Lunch and School Breakfast Programs which was published in the Federal Register on January 26, 2012. Links to the final rule and Question and Answer guidance are listed below:

[SFS Memo 12-31 Nutrition Standards in the National School Lunch and School Breakfast Programs](#)

[SFS Memo 15-x115 Questions and Answers on the Final Rule: Nutrition Standards in the School Lunch and School Breakfast Program](#)

The final rule:

- Ensures students are offered both fruits and vegetables every day of the week;
 - Substantially increases offerings of whole grain-rich foods;
 - Offers only fat-free or low-fat milk varieties;
 - Limits calories based on the age of children being served to ensure proper portion size; and
 - Increases the focus on reducing the amounts of saturated fat, trans fats, and
-
- Menu Planning
 - The rule established Food Based Menu Planning as the single menu planning approach for the National School Lunch Program (NSLP) as of SY 2012-2013.
 - Meals are to be planned using groups of grades K-5, 6-8, K-8, and 9-12.
 - The rule established Food Based Menu Planning as the single menu planning approach for the School Breakfast Program (SBP) as of SY 2013-2014.
 - Meals are to be planned using groups of grades K-5, 6-8, K-8, and 9-12.
 - The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
 - Foods of minimal nutritional value and fluid milk with a fat content greater than 1% milk fat are not allowed.

Fruits and Vegetables

- The rule established fruits and vegetables as separate food components.
- Fruit is required at lunch.
- Schools are required to offer 1 cup of fruit daily at breakfast. If the FSMC plans to offer 2-1/2 cup servings of fruit instead of 1-1 cup serving, there must be signage that informs the students that they may have 2 fruits.

- Schools are required to offer 1 cup of fruit daily at lunch for the 9-12 age-grade group. If the FSMC plans to offer 2-1/2 cup servings of fruit instead of 1-1 cup serving, there must be signage that informs the students that they may have 2 fruits.
- For breakfast, vegetables may be substituted for fruits., but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes), or “Other” vegetable subgroups as defined in §210.10(c)(2)(iii).
- The rule requires fruit that is fresh; canned in fruit juice, water, or light syrup; frozen without added sugar; or dried.
- Schools may offer 100 percent juice, but no more than half of the per-meal fruit component may be juice.
- The rule states that “Schools should offer fresh fruit whenever possible.”
- Vegetables are divided into 5 subgroups; dark green, red/orange, bean and peas (legumes), starchy, and other. All subgroups are required to be offered over the course of a week.
- Schools have the option to offer vegetables in place of all or part of the required fruit component, but starchy vegetables may be offered as substitutes only after two cups of non-starchy vegetables have been offered.
- Larger amounts of the vegetable subgroups may be served.
- The “other” vegetable requirement as defined in §210.10(c)(2)(iii)(E) may be met with any additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups
- The rule allows fresh, frozen, and canned vegetables to be used.

Meat

- In the NSLP, the rule requires schools to offer a minimum amount of meat/meat alternate daily (1 oz. equivalent for grades K-8, 2 oz. equivalent for 9-12), and provide a weekly required amount for each age/grade group.
- The rule does not require a daily meat/meat alternate in the SBP.

Whole Grain

- At least 80% of the grains offered at lunch and breakfast must be Whole Grain Rich during SY 23-24. In subsequent years, 100% of grains offered at lunch and breakfast must be Whole Grain Rich.
- Whole grain is defined as “grains that consist of the intact, ground, cracked, or flaked grain seed whose principal anatomical components – the starchy endosperm, germ, and bran – are present in the same relative proportions as they exist in the intact grain seed.”
- Criteria for Whole Grain-Rich Foods
 - Product must meet the serving size requirements in the Grains/Bread Instruction, **and**
 - Product must meet at least **one** of the following:
 1. Whole grains per serving must be **≥8 grams**
 2. Product includes FDA’s whole grain health claim on its packaging
 3. Product ingredient listing lists whole grain first
- **A whole grain-rich food must contain at least 50 percent whole grains and the remaining grain content of the product must be enriched.**
- USDA states that the industry standard of identity for whole grain product is 16 grams per ounce equivalent.
- Grain-based desserts are limited to 2 per week in the NSLP.

Crediting

- Snack-type fruit products are not permitted as part of the reimbursable meal.
- Under the rule, tomato paste will be credited as a calculated volume based on the whole food equivalency.
- A ¼ cup serving of dried fruit will be equal to ½ cup creditable fruit component.
- A one cup serving of leafy greens counts as ½ cup of vegetables.
- No more than half of the fruit or vegetable offerings may be in the form of juice.
- All juice must be 100% full-strength.
- Schools participating in SBP may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. of grains after the minimum daily grains requirement is met.
- The minimum creditable serving of a fruit or vegetable is 1/8 cup.

Sodium

- **Lunches and breakfasts offered through the NSLP and SBP must meet the Target 1 weekly sodium levels defined in 7 CFR 210.10(c) and 220.8(c).**

Milk

- The final rule allows only fat-free and 1% low-fat milk.

- The SFA may offer flavored, low-fat milk (1%) in addition to unflavored, low-fat milk and flavored or unflavored nonfat milk.
- Offer versus Serve
 - The final rule requires the reimbursable lunch selected by a student to include a fruit. This rule became effective in SY 2012-2013.
 - In the SBP, this requirement became effective in SY 2013-2014.
 - The final rule allows students to take ½ cup of a fruit or a vegetable, rather than the full component, to have a reimbursable meal.
 - If only three items are offered at breakfast, students must take all the food items to preserve the nutritional integrity of the breakfast.

Saturated Fat and Trans Fat

- The final rule implements a saturated fat limit of less than 10 percent of all calories, based on an average over the week. This is the same saturated fat restriction currently in place in the NSLP and SBP.
- Trans fat should be 0 grams, based on an average over the week. In SBP, this trans-fat specification took effect in SY 2013-2014.

Calories

- The rule implements a minimum and maximum calorie level for each grade group, to be met on average over the course of the week.
- In the NSLP, the calorie limits for each age/grade group are as follows:
 - Grades K-5 – 550-650;
 - Grades 6-8 – 600-700; and
 - Grades 9-12 – 450-600.
- In the SBP, calorie limits were implemented in SY 2013-2014. The limits are as follows:
 - Grades K-5 – 350-500
 - Grades 6-8 – 400-550; and
 - Grades 9-12 – 450-600.

Fortification

- The final rule does not permit the use of formulated grain-fruit products to meet the grain and fruit components in the SBP.
- This rule does not prohibit the use of fortified cereals or cereals with fruit.

Attachment M2 - New Meal Patterns and Dietary Specifications

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

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 ^a	Grades 6-8 ^a	Grades 9-12 ^a	Grades K-5	Grades 6-8	Grades 9-12
Meal Pattern	Amount of Food^b Per Week (Minimum Per Day)					
Fruits (cups) ^{c, d}	5 (1)^e	5 (1)^e	5 (1)^e	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables (cups) ^{c, d}	0	0	0	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark Green ^f	0	0	0	½	½	½
Red Orange ^f	0	0	0	¾	¾	1 ¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f, g}	0	0	0	½	½	¾
Additional Veg to Reach Total ^h	0	0	0	1	1	1 ½
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on Average for a 5-Day Week						
Min-max calories Kcal ^{m, n, o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated Fat (% of total calories) ^{n, o}	<10	<10	<10	<10	<10	<10
Sodium (mg) (Interim Target 1A-Effective July 1, 2023)	≤540	≤600	≤640	≤1,110	≤1,225	≤1,280
Trans fat ^{n, o}	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving					

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

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

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

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

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

^f Larger amounts of these vegetables may be served.

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

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

ⁱ At least 80% of the grains offered must be whole grain-rich in the NSLP and SBP for the 2023-24 SY. From SY 2024-25 forward, 100% of grains must be whole grain.

^j In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

^k There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^l Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored) or fat-free (unflavored or flavored).

^m The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

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

^o In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).

Attachment M3-Optional Requirements

The School Food Authority may adopt any or all of the following Optional Requirements.

Check all items that the SFA will require of the chosen FSMC vendor

- Number of Entrée Choices to be offered at Breakfast 2
- Number of Entrée Choices to be offered at Lunch 3
- Two varieties of fruit must be used at breakfast to comprise the one cup of fruit offered for all grade groups (recommended by the State Agency)
- Two varieties of fruit must be used at lunch to comprise the one cup of fruit offered for the 9-12 grade group (recommended by the State Agency)
- Fresh or frozen fruits and vegetables served at lunch each day. There should be no additives. No canned fruits or vegetables to be used.
- No fruit juice may be served at the lunch meal.
- Meals must reflect variety over the week.
- A daily Vegetarian Lunch Entrée Option must be provided if the entrée on the menu is not Vegetarian
- All grain products served must meet the whole grain-rich requirements (8.0 grams per oz. equivalent).
- No mechanically separated meat allowed.
- Processed cheese with additives and fillers (ex: American cheese) are not allowed.
- All milk served must be rBST or rGBH free as declared by the manufacturer.
- Only products with little added and natural sugar are allowed.
- Deep frying is not allowed.
- Fresh, less processed food preparation methods are encouraged.

Attachment M4 - Vegetable Subgroup Guidance

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

- **Dark Green Vegetables**

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

- **Starchy Vegetables**

- cassava
- corn
- fresh cowpeas, field peas, black-eyed peas (not dry)
- green bananas
- green peas
- green lima beans
- plantains
- potatoes
- taro
- water chestnuts

- **Red & Orange Vegetables**

- acorn squash
- butternut squash
- carrots
- hubbard squash
- pumpkin
- red peppers
- tomatoes
- tomato juice

- **Beans and Peas**

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

- **Other Vegetables**

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

Attachment M5: After School Snack Program

SELECT TWO OF THE FOUR COMPONENTS FOR A REIMBURSABLE SNACK			
Food Components and Food Items ¹	Children Ages 1 and 2	Children Ages 3-5	Children Ages 6-12 ²
Milk			
Fluid Milk ³	4 fl oz. (1/2 c)	4 fl oz. (1/2 c)	8 fl oz. (1 c)
Vegetable or Fruit ²			
Juice ² , fruit and/or vegetable	1/2 c	1/2 c	3/4 c
Grains/Breads ^{4,5}	1/2 oz. eq	1/2 oz eq	1 oz eq
Meat/Meat Alternate ^{6,7,8}			
Lean Meat or poultry or fish ⁶ or	1/2 oz	1/2 oz	1 oz
Alternate Protein products ⁷ or	1/2 oz	1/2 oz	1 oz
Cheese or	1/2 oz	1/2 oz	1 oz
Egg (large) or	1/2 large egg	1/2 large egg	1/2 large egg
Cooked dry beans or peas or	1/8 c	1/8 c	1/4C
Peanut or other nuts or seed butters	1 T	1 T	2T
Nuts and/or seeds ⁸ or	1/2 oz ⁸	1/2 oz ⁸	1 oz
Yogurt ⁹	2 oz or 1/4 c	2 oz or 1/4 c	4 oz or 1/2 c

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

²Serve two or more kinds of vegetables and/or fruits. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

³Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

⁴Grains/Breads must be whole-grain or enriched, or made from whole-grain or enriched flour or meal that may include bran and germ. Cereal must be whole-grain, enriched, or fortified.

⁵Either volume (cup) or weight (oz), whichever is less.

⁶A serving consists of the edible portion of cooked lean meat or poultry or fish

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

⁸Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

⁹Yogurt may be plain or flavored, unsweetened, or sweetened – commercially prepared.

Attachment M6: Summer Food Service Meal Patterns

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

¹ For Breakfast or Snack, fluid milk shall be served as a beverage, or on cereal, or use part of it for each purpose.

² For Lunch or Supper, fluid milk shall be used as a beverage.

³ Fruit or vegetable juice must be full-strength for breakfast and snacks.

⁴ For Lunch or Supper, serve two or more kinds of vegetables and/or fruits, Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement

⁵ Juice may not be served to fulfill the supplement requirement, when milk is served as the only other component.

⁶ Grains/Breads must be enriched or whole-grain, or made from whole-grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole grain or enriched or fortified.

⁷ Either volume (cup) or weight (oz) whichever is less.

⁸ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁹ Alternate protein products must meet requirements of Appendix A of 7 CFR Part 225.

¹⁰ Nuts and seeds may meet no more than one-half of the total meat/meat alternate to fulfill the lunch or supper requirement.

¹¹ Nuts and seeds are generally recommended to be served to children ages 1-3 since the present a choking hazard. If served, nuts and seeds should be finely minced.

¹² Yogurt may be plain or flavored, unsweetened or sweetened – commercially prepared.

Attachment M7: Grain/Bread Requirements

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

Criteria for Determining Acceptable Grains/Breads

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

1. Goods that qualify as whole-grain rich are those that contain 100-percent whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50 percent is whole grain. Whole grain-rich products must contain at least 50-percent whole grains and the remaining grain, if any, must be enriched.
2. The label must indicate the product is whole-grain, made from whole-grain and enriched whole-grain or whole-grain meal or flour as well as bran and/or germ, or fortified.
3. The item must be provided in quantities specified in the regulations. One quarter (1/4) of a serving is the smallest amount allowable to be credited toward the minimum quantities of grains/breads specified in program regulations.
4. A ready-to-eat (RTE) breakfast cereal must list a whole grain as the primary ingredient and the RTE cereal must be fortified. If the grain product includes enriched ingredients, or the Regional Directors State Directors Page 4 product itself is enriched; the ingredients or the grain product must meet the Food and Drug Administration's standards of identity for enrichment (21 CFR Section 137). Bran and germ are not creditable in school meal programs. Non-creditable grain ingredients in products at very low levels used as processing aids are allowable at levels less than 2-percent.

Criteria for Whole Grains

- Whole grain is defined as “grains that consist of the intact, ground, cracked, or flaked grain seed whose principal anatomical components – the starchy endosperm, germ, and bran – are present in the same relative proportions as they exist in the intact grain seed.”
- **Criteria for Whole Grain-Rich Foods**
 - Product must meet the serving size requirements in the Grains/Bread Instruction, **and**
 - Product must meet at least **one** of the following:
 1. Whole grains per serving must be **≥8 grams**
 2. Product includes FDA's whole grain health claim on its packaging

3. Product ingredient listing lists whole grain first
4. Weekly Grain Requirements
 - NSLP-schools must offer the weekly grain requirements for the age-grade group served.
 - SBP – Once schools meet the daily minimum grain quantity required (1 oz. equivalent for all age-grade groups) for breakfast, they are allowed to offer a meat/meat alternate in place of grains.

Criteria for Determining Equivalent Minimum Serving Sizes

The following chart contains the equivalent serving sizes for a wide variety of purchased food items.

In lieu of using the minimum serving sizes listed on the chart, the contribution of grains/breads in a recipe may be calculated to determine the number of grains/breads servings the recipe provides. The crediting of a food item as a grain/bread serving is determined by the total amount of enriched or whole-grain meal and/or flour in the recipe divided by the number of servings the recipe yields. Bran and germ are calculated in the same manner as enriched or whole-grain meal or flour.

For the types of food items listed in Groups H and I of the chart to count as one full serving, the weights and volumes listed therein must be used.

Foods That Qualify as Grains/Breads

Foods that qualify as grains/breads for the Child Nutrition Programs are foods that are whole-grain or made from whole-grain meal or flour or whole-grain and enriched meal or flour. Such foods include, but are not limited to:

- **Breads** that are made from whole-grain or made from whole-grain and enriched meal or flour.
- **Biscuits, bagels, rolls, tortillas, muffins, or crackers** that are made from whole-grain or made from whole-grain and enriched meal or flour.
- **Ready-to-eat breakfast cereals** made from whole-grain or made from whole-grain and enriched meal or flour, and fortified.
- **Cereals or bread products used as an ingredient in another menu item such as crispy rice treats, oatmeal cookies, or breading on fish or poultry** when they made from whole-grain or made from whole-grain and enriched meal or flour.

- **Macaroni or noodle products (cooked)** made with whole-grain or whole-grain flour and enriched flour. Whole-grain macaroni products fortified with protein can be counted to meet either a grain/bread or meat/meat alternate requirement but not as both in the same meal.
- **Sweet foods such as toaster pastries, coffee cake, doughnuts, sweet rolls, cookies, cakes, or formulated grain-fruit products** when they are made from whole-grain or made from whole-grain and enriched meal or flour and served as permitted in the chart. When sweet foods are permitted, no more than two grain/bread serving per week may be a dessert.
- **Pie crust** when they are made from whole-grain or made from whole-grain and enriched meal or flour and served as permitted in the chart.
- **Non-sweet snack products such as hard pretzels, hard bread sticks, and chips** when they are made from whole-grain or made from whole-grain and enriched meal or flour.

**Grains/Breads for the Food-Based Menu Planning Approaches in the
Child Nutrition Programs¹**

GROUP A	OZ EQ FOR GROUP A
<ul style="list-style-type: none"> • Bread type coating • Bread sticks (hard) • Chow mein noodles • Croutons • Pretzels (hard) • Stuffing (dry) Note: weights apply to bread in stuffing. 	<p>1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm od 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz</p>
GROUP B	OZ EQ FOR GROUP B
<ul style="list-style-type: none"> • Bagels • Batter type coating • Biscuits • Breads (sliced whole wheat, French, Italian) • Buns (hamburger and hot dog) • Sweet Crackers ⁴ (graham crackers – all shapes, animal crackers) • Egg roll skins • English muffins • Pita bread (whole wheat or whole grain- rich) • Pizza crust • Pretzels (soft) • Rolls (whole wheat or whole grain-rich) • Tortillas (whole wheat or whole corn) • Tortillas chips (whole wheat or whole corn) • Taco shells (whole wheat or whole corn) 	<p>1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25 oz</p>
GROUP C	OZ EQ FOR GROUP C
<ul style="list-style-type: none"> • Cookies ³ (plain – includes vanilla wafers) • Cornbread • Corn muffins • Croissants • Pancakes • Pie crust (dessert pies³, cobbler³, fruit turnovers⁴, and meat/meat alternate pies) • Waffles 	<p>1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or .3 oz</p>
GROUP D	OZ EQ FOR GROUP D
<ul style="list-style-type: none"> • Doughnuts⁴ (cake and yeast raised, unfrosted) • Cereal bars, breakfast bars, granola bars⁴ (plain) • Muffins (all except corn) • Sweet Rolls⁴ (unfrosted) • Toaster pastry⁴ (unfrosted) 	<p>1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz</p>
GROUP E	OZ EQ FOR GROUP E
<ul style="list-style-type: none"> • Cereal bars, breakfast bars, granola bars⁴ (with nuts, dried fruit, and/or 	<p>1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz</p>

<ul style="list-style-type: none"> chocolate pieces) • Cookies³ (with nuts, raisins, chocolate pieces and/or fruit pieces) • Doughnuts⁴ (cake and yeast raised, unfrosted) • French toast • Sweet Rolls⁴ (unfrosted) • Toaster pastry⁴ (unfrosted) 	<p>1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz</p>
GROUP F	OZ EQ FOR GROUP F
<ul style="list-style-type: none"> • Cake³ (plain, unfrosted) • Coffee cake⁴ 	<p>1 oz eq = 82 gm or 2.9 oz 3/4 oz eq = 62 gm or 2.2 oz 1/2 oz eq = 41 gm or 1.5 oz 1/4 oz eq = 21 gm or 0.7 oz</p>
GROUP G	OZ EQ FOR GROUP G
<ul style="list-style-type: none"> • Brownies³ (plain) • Cake³ (all varieties, frosted) 	<p>1 oz eq = 125 gm or 4.4 oz 3/4 oz eq = 94 gm or 3.3 oz 1/2 oz eq = 63 gm or 2.2 oz 1/4 oz eq = 32 gm or 1.1 oz</p>
GROUP H	OZ EQ FOR GROUP H
<ul style="list-style-type: none"> • Cereal Grains (barley, quinoa, etc) • Breakfast cereals (cooked) ^{5,6} • Bulgur or cracked wheat • Macaroni (all shapes) • Noodles (all varieties) • Pasta (all shapes) • Ravioli (noodle only) • Rice (enriched white or brown) 	<p>1 oz eq = 1/2 cup cooked or 1 ounce (28g) dry</p>
GROUP I	OZ EQ FOR GROUP I
<ul style="list-style-type: none"> • Ready to eat breakfast cereal (cold, dry) ^{5,6} 	<p>1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cup or 1 ounce for puffed cereal 1 oz eq = 1/4 cup or 1 ounce for granola</p>

¹Some of the following foods or their accompaniments may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

²Allowed only for desserts no more than twice per week and for breakfast

³Allowed for desserts no more than twice per week and for breakfasts

⁴Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP and breakfast served under the SBP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

ATTACHMENT N: PROTOTYPE 21- DAY CYCLE LUNCH MENUS

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

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

If the SFA allows the prospective FSMC to provide the menu, the following conditions must be met on the menu:

1. A menu for each grade group being served must be included in the proposal
2. The menu must include portion sizes for all food items
3. Portion sizes for grains such as rice, pasta, and hot cereal are to be identified by volume measurement (i.e., ½ cup, 1 cup, etc.)
4. Breads are to be identified by weight and include ounce equivalents.
5. Solid meats are to be identified by weight and include ounce equivalents.
6. Entrees that are portioned by volume measurement must include the volume measurement and all crediting information for the item
7. Vegetables, canned fruit, and fruit juice must be identified by volume measurement
8. Fresh fruit must be identified by piece and by volume measurement

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

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

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

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

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

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

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

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

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

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

Attachment N11 - Prototype Lunch Menus Grades K-8 Week 1 of 21-Day Cycle

Attachment N12 - Prototype Lunch Menus Grades K-8 Week 2 of 21-Day Cycle

Attachment N13 - Prototype Lunch Menus Grades K-8 Week 3 of 21-Day Cycle

Attachment N14 - Prototype Lunch Menus Grades K-8 Week 4 of 21-Day Cycle

Attachment N15 - Prototype Lunch Menus Grades K-8 Week 5 of 21-Day Cycle

Attachment N16 - Prototype Lunch Menus Grades 9-12 Week 1 of 21-Day Cycle

Attachment N17 - Prototype Lunch Menus Grades 9-12 Week 2 of 21-Day Cycle

Attachment N18 - Prototype Lunch Menus Grades 9-12 Week 3 of 21-Day Cycle

Attachment N19 - Prototype Lunch Menus Grades 9-12 Week 4 of 21-Day Cycle

Attachment N20 - Prototype Lunch Menus Grades 9-12 Week 5 of 21-Day Cycle

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

NA (Check if not applicable)

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

Decimal Equivalents of commonly used fractions											
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875											

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

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

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

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

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

Decimal Equivalents of commonly used fractions

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

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

Decimal Equivalents of commonly used fractions												
$1/8 = 0.125$ $1/3 = 0.333$ $2/3 = 0.666$ $1/4 = 0.250$ $1/2 = 0.500$ $3/4 = 0.750$ $3/4 = 0.750$ $3/8 = 0.375$ $5/8 = 0.625$ $7/8 = 0.875$												

Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.
^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
^c Larger quantities of these vegetables may be served.
^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
^f At least 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

Decimal Equivalents of commonly used fractions												
$1/8 = 0.125$ $1/3 = 0.333$ $2/3 = 0.666$ $1/4 = 0.250$ $1/2 = 0.500$ $3/4 = 0.750$ $3/4 = 0.750$ $3/8 = 0.375$ $5/8 = 0.625$ $7/8 = 0.875$												

Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.
^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
^c Larger quantities of these vegetables may be served.
^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
^f At least 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

Grades 6-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
$\frac{1}{8} = 0.125$ $\frac{1}{3} = 0.333$ $\frac{2}{3} = 0.666$ $\frac{1}{4} = 0.250$ $\frac{1}{2} = 0.500$ $\frac{3}{4} = 0.750$ $\frac{3}{4} = 0.750$ $\frac{3}{8} = 0.375$ $\frac{5}{8} = 0.625$ $\frac{7}{8} = 0.875$												

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

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

Grades 6-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

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

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

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

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

Attachment N11 - Prototype Lunch Menus Grades K-8 Week 1 of 21-Day Cycle

NA (Check if not applicable)

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

Decimal Equivalents of commonly used fractions

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

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

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

Attachment N12 - Prototype Lunch Menus Grades K-8 Week 2 of 21-Day Cycle

NA (Check if not applicable)

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

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

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

Attachment N13 - Prototype Lunch Menus Grades K-8 Week 3 of 21-Day Cycle

NA (Check if not applicable)

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

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

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

Attachment N14 - Prototype Lunch Menus Grades K-8 Week 4 of 21-Day Cycle

NA (Check if not applicable)

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

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

Attachment N15 - Prototype Lunch Menus Grades K-8 Week 5 of 21-Day Cycle

NA (Check if not applicable)

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

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

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

Attachment N16 - Prototype Lunch Menus Grades 9-12 Week 1 of 21-Day Cycle

NA (Check if not applicable)

Grades 9-12	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	5 (1.0)											
Additional fruit items to meet the total												
Vegetables (cups)	5 (1.0)											
• Dark Green ^c	0.5											
• Red Orange ^c	1.25											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.75											
• Additional Veg to reach total ^e	1.5											
Enriched/Whole Grains (oz. equivalents) ^f	10-12 (2)											
Meat/Meat Alternate (oz. equivalents)	10-12 (2)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
$1/8 = 0.125$ $1/3 = 0.333$ $2/3 = 0.666$ $1/4 = 0.250$ $1/2 = 0.500$ $3/4 = 0.750$ $3/4 = 0.750$ $3/8 = 0.375$ $5/8 = 0.625$ $7/8 = 0.875$												

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

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

Attachment N17 - Prototype Lunch Menus Grades 9-12 Week 2 of 21-Day Cycle

NA (Check if not applicable)

Grades 9-12	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	5 (1.0)											
Additional fruit items to meet the total												
Vegetables (cups)	5 (1.0)											
• Dark Green ^c	0.5											
• Red Orange ^c	1.25											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.75											
• Additional Veg to reach total ^e	1.5											
Enriched/Whole Grains (oz. equivalents) ^f	10-12 (2)											
Meat/Meat Alternate (oz. equivalents)	10-12 (2)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

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

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

^f At least 80% of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

Attachment N18 - Prototype Lunch Menus Grades 9-12 Week 3 of 21-Day Cycle

NA (Check if not applicable)

Grades 9-12	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	5 (1.0)											
Additional fruit items to meet the total												
Vegetables (cups)	5 (1.0)											
• Dark Green ^c	0.5											
• Red Orange ^c	1.25											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.75											
• Additional Veg to reach total ^e	1.5											
Enriched/Whole Grains (oz. equivalents) ^f	10-12 (2)											
Meat/Meat Alternate (oz. equivalents)	10-12 (2)											
Fluid Milk ^g (cups)	5 (1)											

Decimal Equivalents of commonly used fractions												
$1/8 = 0.125$ $1/3 = 0.333$ $2/3 = 0.666$ $1/4 = 0.250$ $1/2 = 0.500$ $3/4 = 0.750$ $3/4 = 0.750$ $3/8 = 0.375$ $5/8 = 0.625$ $7/8 = 0.875$												

Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.
^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
^c Larger quantities of these vegetables may be served.
^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
^f At least 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

Attachment N19 - Prototype Lunch Menus Grades 9-12 Week 4 of 21-Day Cycle

NA (Check if not applicable)

Grades 9-12	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	5 (1.0)											
Additional fruit items to meet the total												
Vegetables (cups)	5 (1.0)											
• Dark Green ^c	0.5											
• Red Orange ^c	1.25											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.75											
• Additional Veg to reach total ^e	1.5											
Enriched/Whole Grains (oz. equivalents) ^f	10-12 (2)											
Meat/Meat Alternate (oz. equivalents)	10-12 (2)											
Fluid Milk ^g (cups)	5 (1)											

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.
^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
^c Larger quantities of these vegetables may be served.
^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
^f At least 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

Attachment N20 - Prototype Lunch Menus Grades 9-12 Week 5 of 21-Day Cycle

NA (Check if not applicable)

Grades 9-12	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	5 (1.0)											
Additional fruit items to meet the total												
Vegetables (cups)	5 (1.0)											
• Dark Green ^c	0.5											
• Red Orange ^c	1.25											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.75											
• Additional Veg to reach total ^e	1.5											
Enriched/Whole Grains (oz. equivalents) ^f	10-12 (2)											
Meat/Meat Alternate (oz. equivalents) ^h	10-12 (2)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
$1/8 = 0.125$ $1/3 = 0.333$ $2/3 = 0.666$ $1/4 = 0.250$ $1/2 = 0.500$ $3/4 = 0.750$ $3/4 = 0.750$ $3/8 = 0.375$ $5/8 = 0.625$ $7/8 = 0.875$												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.
^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
^c Larger quantities of these vegetables may be served.
^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
^f At least 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat-free (1 percent milk fat or less, flavored or unflavored)

ATTACHMENT O: PROTOTYPE 21 DAY CYCLE BREAKFAST MENUS

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

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

If the SFA allows the prospective FSMC to provide the menu, the following conditions must be met on the menu:

2. A menu for each grade group being served must be included in the proposal.
2. The menu must include portion sizes for all food items
3. Portion sizes for grains such as rice, pasta, and hot cereal are to be identified by volume measurement (i.e., ½ cup, 1 cup, etc.)
4. Breads are to be identified by weight and include ounce equivalents
5. Solid meats are to be identified by weight and include ounce equivalents
6. Entrees that are portioned by volume measurement must include the volume measurement and all crediting information for the item
7. Vegetables, canned fruit, and fruit juice must be identified by volume measurement
8. Fresh fruit must be identified by piece and by volume measure.

Attachment O1 – Prototype Breakfast Menus Grades K-5 Week 1 of 21-Day Cycle
Attachment O2 – Prototype Breakfast Menus Grades K-4 Week 2 of 21-Day Cycle
Attachment O3 – Prototype Breakfast Menus Grades K-5 Week 3 of 21-Day Cycle
Attachment O4 – Prototype Breakfast Menus Grades K-5 Week 4 of 21-Day Cycle
Attachment O5 – Prototype Breakfast Menus Grades K-5 Week 5 of 21-Day Cycle
Attachment O6 – Prototype Breakfast Menus Grades 6-8 Week 1 of 21-Day Cycle
Attachment O7 – Prototype Breakfast Menus Grades 6-8 Week 2 of 21-Day Cycle
Attachment O8 – Prototype Breakfast Menus Grades 6-8 Week 3 of 21-Day Cycle
Attachment O9 – Prototype Breakfast Menus Grades 6-8 Week 4 of 21-Day Cycle
Attachment O10 – Prototype Breakfast Menus Grades 6-8 Week 5 of 21-Day Cycle
Attachment O11 – Prototype Breakfast Menus Grades K-12 Week 1 of 21-Day Cycle
Attachment O12– Prototype Breakfast Menus Grades K-12 Week 2 of 21-Day Cycle
Attachment O13 – Prototype Breakfast Menus Grades K-12 Week 3 of 21-Day Cycle
Attachment O14– Prototype Breakfast Menus Grades K-12 Week 4 of 21-Day Cycle
Attachment O15 – Prototype Breakfast Menus Grades K-12 Week 5 of 21-Day Cycle
Attachment O16 – Prototype Breakfast Menus Grades 9-12 Week 1 of 21-Day Cycle
Attachment O17 – Prototype Breakfast Menus Grades 9-12 Week 2 of 21-Day Cycle
Attachment O18 – Prototype Breakfast Menus Grades 9-12 Week 3 of 21-Day Cycle
Attachment O19 – Prototype Breakfast Menus Grades 9-12 Week 4 of 21-Day Cycle
Attachment O20 – Prototype Breakfast Menus Grades 9-12 Week 5 of 21-Day Cycle

Attachment O1 - Prototype Breakfast Menus Grades K-5 Week 1 of 21-Day Cycle

NA (Check if not applicable)

Grades K-5 ^a	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	7-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O2 - Prototype Breakfast Menus Grades K-5 Week 2 of 21-Day Cycle

NA (Check if not applicable)

Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Grades K-5 ^a	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	7-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O3 - Prototype Breakfast Menus Grades K-5 Week 3 of 21-Day Cycle

NA (Check if not applicable)

Grades K-5 ^a Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals

Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	7-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O4 - Prototype Breakfast Menus Grades K-5 Week 4 of 21-Day Cycle

NA (Check if not applicable)

Grades K-5 ^a	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	7-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O5 - Prototype Breakfast Menus Grades K-5 Week 5 of 21-Day Cycle

NA (Check if not applicable)

Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Grades K-5 ^a	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	7-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O6 - Prototype Breakfast Menus Grades 6-8 Week 1 of 21-Day Cycle

NA (Check if not applicable)

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

Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O7 - Prototype Breakfast Menus Grades 6-8 Week 2 of 21-Day Cycle

NA (Check if not applicable)

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

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O8 - Prototype Breakfast Menus Grades 6-8 Week 3 of 21-Day Cycle

NA (Check if not applicable)

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

Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O9 - Prototype Breakfast Menus Grades 6-8 Week 4 of 21-Day Cycle

NA (Check if not applicable)

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

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O10 - Prototype Breakfast Menus Grades 6-8 Week 5 of 21-Day Cycle

NA (Check if not applicable)

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

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O11 - Prototype Breakfast Menus Grades K-12 Week 1 of 21-Day Cycle

NA (Check if not applicable)

Grades K-12 ^a Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals

Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ^{h, i}											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k											

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O12 - Prototype Breakfast Menus Grades K-12 Week 2 of 21-Day Cycle

NA (Check if not applicable)

Grades K-12 ^a Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals

Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ^{h, i}											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k											

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O13 - Prototype Breakfast Menus Grades K-12 Week 3 of 21-Day Cycle

NA (Check if not applicable)

Grades K-12 ^a Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals

Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ^{h, i}											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k											

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

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

NA (Check if not applicable)

Grades K-12 ^a Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals

Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ^{h, i}											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k											

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O15 - Prototype Breakfast Menus Grades K-12 Week 5 of 21-Day Cycle

NA (Check if not applicable)

Grades K-12 ^a Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals

Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ^{h, i}											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k											

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O16 - Prototype Breakfast Menus Grades 9-12 Week 1 of 21-Day Cycle

NA (Check if not applicable)

Grades 9-12 ^a	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O17 - Prototype Breakfast Menus Grades 9-12 Week 2 of 21-Day Cycle

NA (Check if not applicable)

Grades 9-12 ^a	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O18 - Prototype Breakfast Menus Grades 9-12 Week 3 of 21-Day Cycle

NA (Check if not applicable)

Grades 9-12 ^a	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O19 - Prototype Breakfast Menus Grades 9-12 Week 4 of 21-Day Cycle

NA (Check if not applicable)

Grades 9-12 ^a	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

Attachment O20 - Prototype Breakfast Menus Grades 9-12 Week 5 of 21-Day Cycle

NA (Check if not applicable)

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

Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. Schools may continue to use the meal pattern for grades K-12. (see §220.23).

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

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

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

^f Larger quantities of these vegetables may be served.

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

^h At least 80% of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

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

^k Fluid milk must be low-fat or fat-free(1 percent milk fat or less, unflavored or flavored)

ATTACHMENT P: PROTOTYPE 21- DAY CYCLE SNACK MENU

The prototype cycle snack menu forms on the following pages **MUST** be used. Include a 21-day cycle snack menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year. **Beginning SY 2012-2013, schools participating in the After School Snack Program must offer unflavored fat free milk or low-fat milk (no more than 1 percent fat), flavored or unflavored, when serving milk as a snack meal component.**

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

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

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

If the SFA allows the prospective FSMC to provide the menu, the following conditions must be met on the menu:

3. A menu for each grade group being served must be included
2. The menu must include portion sizes for all food items
3. Portion sizes for grains such as rice, pasta, and hot cereal are to be identified by volume measurement (i.e. ½ cup, 1 cup, etc.)
4. Breads are to be identified by weight and include crediting information
5. Solid meats are to be identified by weight and include crediting information
6. Entrees that are portioned by volume measurement must include the volume measurement and all crediting information for the item
7. Vegetables, canned fruit, and fruit juice must be identified by volume measurement
8. Fresh fruit must be identified by piece and by volume measure

Snack (Supplement) Meal Pattern

Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup	fluid milk
1 fruit/vegetable	3/4 cup	juice, ¹ fruit and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	1 oz.	lean meat or poultry or fish ³ or
	1 oz.	alternate protein product or
	1 oz.	cheese or
	1/2 large	egg or
	1/4 cup	cooked dry beans or peas or
	2 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds or
	4 oz.	yogurt ⁴

¹ Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Yogurt may be plain or flavored, unsweetened or sweetened.

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

NA (Check if not applicable)

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

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

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

NA (Check if not applicable)

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

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

ATTACHMENT Q: PROTOYPE 21-DAY CYCLE SFSP MENUS

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

Attachment Q1 – 21-Day Cycle Menu SFSP Lunch

Attachment Q2 – 21-Day Cycle Menu SFSP Breakfast

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

If the SFA allows the prospective FSMC to provide the menu, the following conditions must be met on the menu:

1. A menu for each grade group being served must be included
2. The menu must include portion sizes for all food items
3. Portion sizes for grains such as rice, pasta, and hot cereal are to be identified by volume measurement (i.e., ½ cup, 1 cup, etc.)
4. Breads are to be identified by weight and include crediting
5. Solid meats are to be identified by weight and include crediting
6. Entrees that are portioned by volume measurement must include the volume measurement and all crediting information for the item
7. Vegetables, canned fruit, and fruit juice must be identified by volume measurement
8. Fresh fruit must be identified by piece and by volume measure

Attachment Q1 - 21-Day Cycle Menu – SFSP Lunch

NA (Check if not applicable)

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

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

Attachment Q2 - 21-Day Cycle Menu – SFSP Breakfast

NA (Check if not applicable)

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

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

ATTACHMENT R: SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS

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

¹ For Breakfast or Snack, fluid milk shall be served as a beverage, or on cereal, or use part of it for each purpose.

² For Lunch or Supper, fluid milk shall be used as a beverage.

³ Fruit or vegetable juice must be full-strength for breakfast and snacks.

⁴ For Lunch or Supper, serve two or more kinds of vegetables and/or fruits, Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement

⁵ Juice may not be served to fulfill the supplement requirement, when milk is served as the only other component.

⁶ Grains/Breads must be enriched or whole-grain, or made from whole-grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole grain or enriched or fortified.

⁷ Either volume (cup) or weight (oz) whichever is less.

⁸ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁹ Alternate protein products must meet requirements of Appendix A of 7 CFR Part 225.

¹⁰ Nuts and seeds may meet no more than one-half of the total meat/meat alternate to fulfill the lunch or supper requirement.

¹¹ Nuts and seeds are generally recommended to be served to children ages 1-3 since the present a choking hazard. If served, nuts and seeds should be finely minced.

¹² Yogurt may be plain or flavored, unsweetened or sweetened – commercially prepared.

ATTACHMENT S-1- MEAL PATTERN-CACFP

Breakfast			
Food Components	Ages 1-2	Ages 3-5	Ages 6-12 and 13-18
Milk fluid milk	1/2 cup	3/4 cup	1 cup
Fruits, Vegetables, or Both	1/4 cup	1/2 cup	1/2 cup
Grains/Bread (*Meat/meat Alternates are not required but may be used to meet the entire grains requirement a maximum of three times per week. 1oz equivalent of meat/meat alternate is equivalent to 1 oz equivalent of grain)	1/2 oz equivalent*	1/2 oz equivalent*	1 oz equivalent*
<ol style="list-style-type: none"> 1. Unflavored whole milk must be served to 1 year olds; unflavored low-fat or fat-free milk must be served to children 2 through 5 years old; and unflavored low-fat, unflavored fat-free, or flavored fat-free milk must be served to children 6 years and older 2. Juice is limited to once per day 3. At least one serving of grains must be whole grain-rich 4. Grain-based desserts do not count towards the grain components 5. Yogurt must contain no more than 23 grams of sugar per 6 oz 6. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce 7. Offer versus Serve may not be used except in an At-Risk Afterschool Care Program (must offer 4 food items and the student must select 3) 8. Frying is not allowed as a way of preparing foods on-site 			

ATTACHMENT S-1- MEAL PATTERN-CACFP

Lunch and Supper

Food Components	Ages 1-2	Ages 3-5	Ages 6-12 and 13-18
Milk fluid milk	1/2 cup	3/4 cup	1 cup
Fruits	1/8 cup	1/4 cup	1/4 cup
Vegetables	1/8 cup	1/4 cup	1/2 cup
Grains/Bread	1/2 oz equivalent	1/2 oz equivalent	1 oz equivalent
Meat/meat Alternate	1 oz	1 1/2 oz	2 oz
<ol style="list-style-type: none"> 1. Unflavored whole milk must be served to 1 year olds; unflavored low-fat or fat-free milk must be served to children 2 through 5 years old; and unflavored low-fat, unflavored fat-free, or flavored fat-free milk must be served to children 6 years and older 2. Juice is limited to once per day 3. At least one serving of grains must be whole grain-rich 4. Grain-based desserts do not count towards the grain components 5. Yogurt must contain no more than 23 grams of sugar per 6 oz 6. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce 7. Offer versus Serve may be used in At-Risk Afterschool Programs only (Must select at least 3 of the 5 components) 8. Frying is not allowed as a way of preparing foods on-site 			

ATTACHMENT S-2 - MEAL PATTERN-CACFP AFTER SCHOOL SNACK

Snack-Select Two of the Five Components for a Reimbursable Snack			
Food Components	Ages 1-2	Ages 3-5	Ages 6-12¹
Milk fluid milk	1/2 cup	1/2 cup	1 cup
Fruits	1/2 cup	1/2 cup	3/4 cup
Vegetables	1/2 cup	1/2 cup	3/4 cup
Grains/Bread	1/2 oz equivalent	1/2 oz equivalent	1 oz equivalent
Meat/meat Alternate	1/2 oz	1/2 oz	1 oz
<ol style="list-style-type: none"> 1. Unflavored whole milk must be served to 1 year olds; unflavored low-fat or fat-free milk must be served to children 2 through 5 years old; and unflavored low-fat, unflavored fat-free, or flavored fat-free milk must be served to children 6 years and older 2. Juice is limited to once per day 3. At least one serving of grains must be whole grain-rich 4. Grain-based desserts do not count towards the grain components 5. Yogurt must contain no more than 23 grams of sugar per 6 oz 6. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce 7. Frying is not allowed as a way of preparing foods on-site 			

ATTACHMENT T-PROGRAM (CACFP) MENUS

The prototype cycle CACFP Program menu forms on the following pages **MUST** be used. Submit a 21-day cycle CACFP menu prepared by the SFA/SPONSOR. These menus must be used for the first 21-day cycle of the summer.

Attachment T1 – 21-Day Cycle Menu CACFP

Attachment T2 – 21-Day Cycle Menu CACFP

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

If the SFA allows the prospective FSMC to provide the menu, the following conditions must be met on the menu:

1. A menu for each grade group being served must be included
2. The menu must include portion sizes for all food items
3. Portion sizes for grains such as rice, pasta, and hot cereal are to be identified by volume measurement (i.e., ½ cup, 1 cup, etc.)
4. Breads are to be identified by weight and include ounce equivalents
5. Solid meats are to be identified by weight and include ounce equivalents
6. Entrees that are portioned by volume measurement must include the volume measurement and all crediting information for the item
7. Vegetables, canned fruit, and fruit juice must be identified by volume measurement
8. Fresh fruit must be identified by piece and by volume measure

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

NA (Check if not applicable)

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

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

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

NA (Check if not applicable)

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

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

ATTACHMENT U: INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA)/Sponsor and the Food Service Management Company (Offerer) shall execute this Independent Price Determination Certificate.

Name of Food Service Management Company

Einstein Charter School
Name of School Food Authority/Sponsor

- A. By submission of this offer, the Offerer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offerer or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offerer and will not knowingly be disclosed by the Offerer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offerer for the purpose of restricting competition.
 3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Offerer certifies that:
1. He or she is the person in the Offerer's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
 2. He or she is not the person in other Offerer's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

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

Signature of Food Service Management Company's
Authorized Representative

Title

Date

In accepting this offer, the SFA/SPONSOR certifies that no representative of the SFA/SPONSOR has taken any action that may have jeopardized the independence of the offer referred above.

Signature of School Food Authority/Sponsor
Authorized Representative

Title

Date

NOTE: Accepting an offerer's offer does not constitute award of the contract.

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

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

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

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

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

Organization Name

PR/Award Number or Project Name

Name(s) and Titles of Authorized Representative(s)

Signatures

Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

ATTACHMENT W: LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required 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, or an employee of a Member of Congress in connection with 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 and officer or employee of any agency, a Member of Congress, an officer or employee of 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 subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

ATTACHMENT X: DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM -LLL

APPROVED BY OMB

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

(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

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

ATTACHMENT Y: COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. 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; grant announcement number; the contract, grant, or loan award number; the application control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 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 name of the individual performing services, and include full address if different from 10a. 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 item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
14. Check whether Continuation Sheets are enclosed.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

ATTACHMENT Z: HOLIDAY SCHEDULE

Holiday Schedule to be inserted here by SFA/Sponsor.

ATTACHMENT AA: PROPOSAL AWARD CRITERIA

Proposals will be evaluated by a committee against the contract award criteria below using assigned weights in the categories below. **After proposals are received from vendors**, score each proposal according to the predetermined weight of each criterion. The SFA will determine the score for each vendor as a committee and provide complete justification for each score given. The RFP committee should consist of three (3) or more SFA employees.

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

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

PROPOSAL AWARD CRITERIA		
Vendor Name:		
<i>SFA is to complete the total possible points. Cost must be the primary factor.</i>		
Evaluation Criteria		Possible Points
Cost proposed by Vendor		30
Years of Experience (Maximum 10 points for 10 years or above)		5
Financial Conditions/Stability, Business Practices-the FSMC must provide their most recently approved financial audit		10
Service Capability Plan		20
Promotion of the Child Nutrition Program		15
Professional Development for Staff		5
Lost Accounts		5
Experience of Regional/District Manager, Account Manager, and Registered Dietitian in working with Child Nutrition Programs	Optional Award Criteria	10
Local Procurement	Optional Award Criteria	0
Total (Must equal 100 points)		100
A copy of this form showing the weight of each evaluation criteria must be included with the Step 1 documentation provided to the State Agency. This document must be included with your proposal and provided to prospective Food Service Management Companies.		

ATTACHMENT BB: FOOD SERVICE MANAGEMENT COMPANY'S PROPOSAL SUMMARY

Food Service Management Company's Proposal Summary		
Each FSMC is to complete the sections below. This attachment becomes a part of the Food Service Management Contract if your company is awarded the contract.		
Vendor Name:		
Evaluation Criteria		
Meal Price		
Lunch Price (Includes NSLP/SFSP/CACFP Supper)	Breakfast Price (Includes SBP/SFSP)	Snack Price (Includes NSLP/SFSP/CACFP Snack)
Years of Experience		
How many years has your company operated food service in Child Nutrition Programs. Do not include non-CNP experience.		
Financial Conditions/Stability, Business Practices		
Summarize the Financial Conditions/Stability of your company. Include the most recent financial audit as an attachment to your proposal.		
Service Capability Plan		
Summarize your company's plan to provide the level of service as requested in the RFP. Include only services that the FSMC plans to provide to the SFA. Services included in this plan will become a requirement of the contract (with SFA approval).		

Promotion of the Child Nutrition Program

Describe your specific plan for promoting the Child Nutrition Program. Include information on the activities you will use such as information to households, social media activities, farm to school activities and plan, merchandising, cafeteria signage, Nutrition Education activities, Promotions, Culinary Exhibitions and/or events, Harvest of the Month, participation in wellness activities, participation and responsiveness to the advisory committee and student feedback.

Professional Development for Staff

Describe your plans for providing ongoing professional development of staff to meet the required training hours. Describe the food safety and HACCP training that will be provided to staff. The FSMC is to include what internal controls will be utilized to ensure that all employees receive the required Professional Development hours and how this information will be disseminated to the appropriate SFA representative.

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Experience of Regional/District Manager, Unit Manager, and Company Registered Dietitian

How much school food service experience will the on-site manager, area manager, and Registered Dietitian have? Include experience with Administrative Reviews. (Optional Evaluation Factor). Enter N/A if SFA has not chosen as an evaluation factor.

--

Local Procurement (Optional Evaluation Factor).

Describe your company's plan to source seasonal products from local vendors within 150 miles of the SFA. Describe how you plan to document and track these purchases. Enter N/A if SFA has not chosen as an evaluation factor.

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ATTACHMENT CC: FOOD SERVICE MANAGEMENT COMPANY'S SUMMARY OF ACCOUNTS

