Food Service Management Companies (FSMC) Request for Proposal (RFP) TIMELINE For Fiscal Year July 1, 2023 through June 30, 2024

STEP	DATES (2023)	DESCRIPTION OF ACTION STEPS	
1	January 31	Request For Proposal (RFP) due to Texas Department of Agriculture (TDA) for Approval	
2	Wednesday February 8	Approved RFP Received from TDA	
3	Friday February 10	Final TDA Approved RFP e-mailed to Vendor List	
4	Friday February 10	Order Placed with Waco Tribune Herald and the Hillsboro Reporter to publish RFP Notices	
5	Friday February 10	1 st Notice Posted on HISD website	
6	Thursday Feb 16 th Wednesday Feb 15 th .	1 st Notice Published in The Hillsboro Reporter and Waco Tribune Herald	
7	Monday Feb 20 th Wednesday Feb 22 nd	2 nd Notice Published in The Hillsboro Reporter and Waco Tribune Herald	
8	Thursday Feb 23 rd Wednesday March 1 st	3 rd Notice Published in The Hillsboro Reporter and Waco Tribune Herald	
9	Friday March 10	Pre-Proposal Meeting (2:00 PM)	
10	Monday March 27	RFP Submission Deadline (12:00 PM)	
11	Friday March 31	Review of RFP's & Vendor Selected for Recommendation	
12	Monday April 10	HISD Board of Trustees Notified of Selection of FSMC	
13	Tuesday April 11	Contract Submitted to TDA (Deadline April 30)	

SCHOOL NUTRITION PROGRAMS FOOD SERVICE MANAGEMENT SERVICES School Year 2023-2024

REQUEST FOR PROPOSALS

SOLICITATION NO	
chool Food Authority:	
SFA's address:Phone number:Fax number:	
Date Issued:	
Proposal Due Date:	

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program complaint of discrimination, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) mail:
 - U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) **fax:** (833) 256-1665 or (202) 690-7442
- (3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

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I. PURPOSE

[_______], herein referred to as the School Food Authority (SFA), is responsible for operating the U.S. Department of Agriculture's (USDA) School Nutrition Programs (SNP) in schools under its jurisdiction, pursuant to an agreement with the Texas Department of Agriculture (TDA). To assist in carrying out this responsibility, the SFA is soliciting proposals for school food service management services for the 2023-2024 School Year. This Request for Proposals (RFP) is for a fixed-price contract and sets forth the terms and conditions applicable to the proposed procurement. The offeror is herein referred to as the Food Service Management Company (FSMC). The FSMC will provide services to the SFA as described in the Scope of Work in this RFP and will manage and operate a nonprofit school food service for the SFA according to SNP requirements of the USDA and TDA.

II. NOTICE TO PROSPECTIVE OFFERORS

A. Legal Notice

All costs involved in submitting a response to this RFP shall be borne in full by the party incurring said cost. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Offeror's own risk and therefore cannot secure relief on a plea of error.

Any contract that may arise from this RFP will be between the selected FSMC and SFA. SFA is not liable for any cost incurred prior to the signing of the contract by both parties and final approval is provided by TDA.

The SFA strongly encourages Historically Underutilized Businesses (HUB), Minority and Women Business Enterprises (MWBE), and labor surplus area vendors to compete for this RFP.

B. FSMC Registration

Pursuant to 7 CFR 210.19(a)(5), all food service management companies that wish to contract for food service with any school food authority within the State must register with TDA. Only proposals from offerors in the TDA approved FSMC Vendor List of registered companies operating within the State for the school year specified in the RFP may be considered.

C. Inquiries/Request for Information

If additional information or clarification is required	to respond to this RFP, please contact the SFA's
business office by telephone at	or by email at
If additional information is provided, it will be shared	with all offerors.

D. Procurement Method

The SFA is conducting this procurement by the Request for Proposals (RFP) competitive procurement method. All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with 2 CFR 200.

Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and contract requirements. In

conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

E. Pre-Proposal Meeting

A	meeting	with	interested	offerors t	to r	eview	the	specific	ations,	clarify	any	question	ns, and	for
	a walktl	hrough	or tour of	the facilitie	es w	ith sch	ool c	officials v	vill be l	neld [on	1
				_ (Date)	at				(Time),	at	the	follow	ring:
_											(Loc	cation/L	ink/Pho	ne).
	Attendanc	e is	•	[Note: If S	FA	makes	atter	ndance b	y offero	ors mand	latory	, then SI	A may ı	not
	Wa	aive th	is requirem	ent.] Vendo	or p	resent	ation	.s]	e sched	ıled a	t this tin	ne.	

III. PROPOSAL CONTENT AND SUBMISSION

A. Proposal Content

- 1. Prepare proposals simply and economically. Provide a straightforward concise description of the Offeror's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
- 2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
- 3. To be considered for award of contract, Offeror must submit a complete response to this solicitation using the forms provided. No modification may be made to the RFP document or the forms.
- 4. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. Any additional terms and conditions attached to or contained in a proposal submitted in response to this RFP will not be considered and may result in disqualification of the proposal. Value-added responses (i.e., an offer of goods and/or services using general terms rather than addressing the expectations specifically defined in the RFP) and overly responsive elements of an offeror's proposal (i.e., an offer of a good and/or service that is not solicited in the RFP) shall not be considered.
- 5. Inclusion of any false or misleading information shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract.
- 6. To be eligible for evaluation, a proposal must include all information and vendor signatures where required and adhere strictly to the format set forth below; failure to do so may result in disqualification. Offerors must complete, label, and separate each section, and number all pages. Proposals must not include vendor marketing or promotional materials. The selected proposal will comprise the final contract between the FSMC and SFA.

The content and sequence of the proposal will be as follows:

Section 1 – Administrative Requirements						
Tab A	Cover letter signed by authorized representative, which must include:					

		T
	Name and address of FSMC	
	• Federal Employee Identification Number and	
	Corporate Identification	
	Number, if applicable	
	• Name, title, phone number, fax number, and	
	e-mail address of the representative who will be	
	designated as the primary liaison to the SFA • Name, title, phone number, and e-mail	
	address of the representative(s) authorized to	
	bind the Offeror in a contract, if different from	
	the primary liaison	
	• A statement expressing the Offeror's	
	willingness to perform the services described	
	in the RFP	
	• A statement expressing the Offeror's ability to	
	perform the services required in the	
	Scope of Work, including availability of staff	
	and other required resources to meet all	
	deliverables as described in the RFP	
	• A statement regarding the Offeror's	
	proprietary information; if applicable, the	
	Offeror must clearly mark in the upper right	
	hand corner those pages to be considered	
	proprietary (Note : Offeror cannot consider the	
	entire proposal to be proprietary) The following contification:	
	• The following certification: By signing this cover letter, I (we) certify that	
	the information contained in this	
	proposal is accurate, and all attachments	
	required to be submitted as part of	
	the proposal are certified to be true and binding	
	upon our company.	
Tab B	Table of Contents - a comprehensive Table of	
	Contents that lists all submitted proposal	
	sections, subsections, attachments, and	
g p	materials	
Section 2 – R	Required Attachments	
Tab C	Firm Offer – signed by authorized	Section III. G. Firm Offer
	representative	Page 9 of RFP
Tab D	Offeror's contact information for emergency	Section VI. Q.
	notifications and other notices	Miscellaneous
		Page 30 of RFP
Tab E	Agreement – signed by authorized	Page 32 of RFP
	representative	
Tab F	Exhibit G: Price Proposal Form	Page 40 of RFP
Tab G	Exhibit J: Anti-collusion Affidavit	Page 42 of RFP
Tab H	Exhibit K: Certification regarding Lobbying	Page 43 of RFP
Tab I	Exhibit L: Disclosure of Lobbying Activities	Page 44 of RFP
Tab J	Exhibit N: Independent Price Determination	Page 50 of RFP
	Certificate	

Tab K	Exhibit P: FSMC Certification of	Pages 54 of RFP
	Acknowledgement – completed and signed by	
	authorized representative	
Tab L	Exhibit Q: Non-delegable School Food	Page 56 of RFP
	Authority Responsibilities - signed by	
	authorized representative	
Tab M	Exhibit R: Debarment and Suspension	Page 58 of RFP
	Certification – signed by authorized	
	representative	

B. Proposal Submission Requirements

Offeror shall submit the proposal to the SFA as indicated be Hard Copy, mailed, number of copies. Hardco envelope marked "FSMC Proposal" with the RFP number of copies.	ppy proposals are to be submitted in a sealed
Proposals will be received by the SFA until(Date) at the address or e-mail shown below.	(Time) on
Proposals are to be submitted to:	
Name and Title:	
Mailing Address:	
Physical Address:	
City:	
State/Zip:	
F-mail Address:	

C. Late Proposals

Proposals will not be accepted after the submission deadline specified in the RFP. SFA will not consider late proposals under any circumstances and shall return unopened proposals to the respective offerors.

D. Altering, Amending, or Withdrawing Proposal

No proposal may be altered, amended, or withdrawn after the deadline for submitting proposals.

E. Rejection of Proposals

Proposals that do not conform to the requirements of this RFP shall be rejected. Proposals may be rejected for reasons that include, but are not limited to, the following:

- The proposal was received after the submission deadline;
- The proposal was not signed by an authorized representative of the FSMC;
- The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP, or deleted or altered the terms of the RFP;
- The proposal was incomplete or contained significant inconsistencies or inaccuracies.

SFA reserves the right to reject any or all proposals for reasonable cause which shall be documented in the SFA's procurement records, or to reject any or all proposals if deemed in the best interest of the SFA. If the costs of all proposals are excessive, the SFA is not required to award a contract.

F. Calculation of Time

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

G. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn before the time for opening proposals, the Offeror understands and agrees that it is making a firm offer to enter into a contract, which may be accepted by SFA and which will result in a binding contract.

Such proposal is irrevocable for ninety (90) d	lays after the time for opening proposals has
passed. (Initial)	(Date) FSMC must initial and date
here to show agreement.	

IV. EVALUATION AND AWARD

A. Evaluation Criteria

Proposals received by the published deadline will be reviewed to ensure all materials have been submitted as specified in the RFP. Proposals that fail to address all requirements or fail to include all completed forms and signed certifications will be considered nonresponsive and disqualified from further consideration. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.

Responsive proposals will be evaluated using the weighted criteria stated in the RFP. Proposals will be evaluated by a committee consisting of SFA employees and representatives familiar with the terms and conditions of the RFP criteria and the evaluation process.

B. Basis of Award

The selection for contract award will be based on the evaluation criteria set forth below, as well as the cost for all deliverables, goods, services, and/or work specified in this RFP. Award will be made to a qualified and responsible offeror whose proposal is most advantageous to the SFA's school lunch program, price and other factors considered, with price the primary factor. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required.

In determining to whom to award a contract, the SFA is not limited to selecting the proposal with the lowest cost but may consider other factors such as: (1) the extent to which the goods or services meet the SFA's needs; (2) indicators of probable vendor performance under the contract such as past vendor performance, the FSMC's past relationship with the SFA, the FSMC's financial resources and ability to perform, or the FSMC's experience or demonstrated capability and responsibility; and (3) any other relevant factor specifically listed in the RFP. While price is not the sole basis for award, price shall be the primary consideration in the selection for award.

Evaluation Criteria	Maximum Points
Cost-	
Guarantee if requested in RFP (Offering a guarantee in excess or less of the amount	
requested in the RFP will result in no points for this criterion.)	
Years of Experience in working with Child Nutrition Programs (one point will be	
awarded per year of experience, up to a maximum of 10 points)	
Determined by CE	
Total Points	

C. Proposal Protest Procedures

Pursuant to 2 CFR Part 200.318(k), the SFA's protest procedures are attached to this RFP as Exhibit H.

V. GENERAL CONTRACT TERMS

A. Contract Term and Renewals

- 1. Unless terminated in accordance with Section VI, paragraph K, this Contract will be in effect for a period of one year commencing on July 1, 2023 and terminating on June 30, 2024. The Contract may be renewed for up to four (4) additional one-year periods, with the term of the renewal commencing on July 1st following the expiration of the preceding one-year term of the Contract, upon mutual agreement between SFA and FSMC and subject to fulfillment of all contract terms designated herein.
- 2. Renewal contracts may not be effective prior to the final approval date by TDA and signed by both parties.
- 3. Failure to have renewal contracts fully executed prior to the contract expiration will lapse this contract and require the SFA to re-bid the contract unless a written request for approval is submitted to and granted by TDA.
- 4. Renewal year contracts are contingent upon fulfillment of all contract provisions. If TDA determines during an Administrative Review, Procurement Review, or audit of the SFA's operation of the school food service that the FSMC is not meeting contractual obligations and is responsible for non-compliance of program regulations, TDA may decline to approve a renewal contract until it can be demonstrated that the FSMC is capable of meeting contractual obligations and compliance with program regulations.
- 5. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals. The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

B. Changes and Amendments

- 1. Material changes to the Contract are not permitted. Changes to the scope of services to be provided by the FSMC beyond the original intent of this RFP that would constitute a material change to the Contract will require this Contract to be rebid.
- 2. Any changes to the terms or conditions of this Contract which are required by federal or state laws or regulations are automatically incorporated into the Contract without written amendment and shall become effective on the date specified in such law or regulation.
- 3. Price Adjustments. The fixed price per meal/meal equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will only be permitted if approved in advance by SFA. Fee increases for the upcoming Contract renewal year must be submitted to SFA by December 31st of each year. No other fee increases will be allowed. Price adjustments shall be by amendment in writing and executed by both parties to this Contract.

C. Contract Documents

The complete contract will include this RFP and the proposal submitted by the FSMC, as outlined in Section III, 6. of this RFP.

D. TDA Review

The Contract may not be executed until TDA approval is provided. Costs incurred prior to TDA approval may not be paid using federal child nutrition funds.

VI. ADDITIONAL STANDARD TERMS AND CONDITIONS

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

- 1. "Accounting Periods" means a specific period of time (e.g., monthly and quarterly).
- 2. "Allowable Cost" means costs that are allowable under 2 CFR Part 200, Subpart E, "Cost Principles."
- 3. "Applicable Credit" means the meaning established in 2 CFR 200.406(a).
- 4. "Charge" means any fixed-priced meal rates as outlined in the contract. No additional administrative fees may be assessed.
- 5. "Contract" means this RFP and Contract and the attached exhibits.
- 6. "Direct Cost" means any Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; and (ii) reasonably necessary in order for FSMC to perform the Services hereunder.
- 7. "Effective Date" means July 1, 2023.
- 8. "Fixed Price" means an agreed-upon amount that is fixed at the inception of the Contract. Within a Fixed price contract, the FSMC is the purchasing agent. The SFA is charged one fixed price. Included in the fixed price are:
 - a. Menu development specific to the operation
 - b. Food Expense
 - c. Nutrition education materials and program expense
 - d. Design services specific to the operation
 - e. Education programs via assembly programs, schoolroom programs, parent/teacher meetings, and school food advisory committee meetings

- f. Personal representation, visitation, and coverage on a regular basis by a principal of the FSMC
- g. All accounting
- h. All payroll costs and documentation
- i. Administrative dietetic, nutritional, sanitation, and personnel advice
- j. All costs incurred in hiring and relocating, if necessary, the FSMC management team
- k. All training costs for FSMC employees
- l. All travel costs for training for FSMC employees
- m. All miscellaneous costs to operate the program: i.e., consumable marketing materials, posters, menu templates, proprietary printed materials
- 9. "FSMC's Proposal" means Food Service Management Company's response to the RFP and Contract. Any expenses borne by the FSMC should be included in their proposed priced price.
- 10. "Material Change" means 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 vendors known of these changes in advance, they could have proposed differently and more competitively (USDA Contracting with Food Service Management Companies guidance for School Food Authorities- May 2016).
- 11. "Meal Equivalent" is a numerical value derived by dividing the à la carte revenue by the per meal sum of the Federal and State Free reimbursement plus the value of USDA entitlement and bonus foods. À la carte revenue should include all sales to adults and à la carte sales to students. (Contracting with Food Service Management Companies: Guidance for School Food Authorities, May 2016).
- 12. "Non-profit School Food Service Account" means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the Nonprofit School Food Service Account.
- 13. "Program(s)" or "Child Nutrition Program(s)" means the USDA Child Nutrition Programs in which SFA participates.
- 14. "Program Funds" means all funds that are required to be deposited into the Non-profit School Food Service Account.
- 15. "Proposal" means Food Service Management Company's response to the RFP and Contract.
- 16. "RFP" means SFA's Request for Proposal and Contract, # ______ (RFP #) and all its attachments.
- 17. "Services" means the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section N of this Contract.
- 18. "SFA" or "School Food Authority" means the school food authority as defined in 7 CFR 210.2.
- 19. "SFA's Food Service Budget" means the Food Service Budget for the Current School Year, which is attached to this Contract as "Exhibit B" and fully incorporated herein.
- 20. "SFA's Food Service Facilities" means the areas, improvements, personal property, and facilities made available by SFA to FSMC for the provision of the food services as more fully described herein.
- 21. "SFA's Food Service Program" means the preparation and service of food to SFA's students, staff, employees, and authorized visitors, as outlined in the scope and purpose, Section A.
- 22. "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to SFA's schoolchildren.
- 23. "Summer Program" means either the Summer Food Service Program or the Seamless Summer Option identified hereinbelow, and in which SFA participates.
- 24. "TDA" means the Texas Department of Agriculture.
- 25. "USDA" means the United States Department of Agriculture, Food and Nutrition Service.

A. Scope and Purpose

1. During the term of this Contract, FSMC shall operate SFA's Food Service Program in conformance with SFA's agreement with the Texas Department of Agriculture's (TDA) Food and Nutrition Division (FND). The FSMC shall comply with the rules, regulations, policies, and instructions of TDA and USDA, and any additions or amendments thereto, including but not limited to, 7 CFR parts 210, 215,

220, 245, 250; 2 CFR parts 180, 200, 400, 416, 417, and 418; and 7 CFR parts 225 (SFSP) and 226 (CACFP), as applicable.

2. The selected FSMC shall have the exclusive right to operate the programs checked below at the sites specified in the Schedule of Food Service Locations and Services Provided, which is attached to this RFP as "Exhibit A" and fully incorporated herein. Please note the SFA may add additional programs to its operations during the school year. Since material changes to the RFP and contract are not permitted, the solicitation scope identifies and encompasses all the program(s) and nonprofit food service activities that the FSMC may be involved in during the term of the contract (initial term and renewals, if any). Proposals must be inclusive of all the programs and services requested in the RFP. In addition, the SFA may remove child nutrition programs from its operations due to school closures or projected decreases in enrollment.

National School Lunch Program (NSLP)
☐ Seamless Summer Option (SSO)
School Breakfast Program (SBP)
☐ Breakfast in the Classroom
☐ Universal Breakfast
NSLP After School Care Program (ASCP)
Fresh Fruit and Vegetable Program (FFVP)
À la carte/Adult Meals/Non-Program Sales
Child and Adult Care Food Program (CACFP)
☐ At-Risk Snacks
□ At-Risk Supper
Catering
Concessions (operated by the FSMC)
Vending (FSMC supplied machines)
Special Milk Program (SMP)
Summer Food Service Program (SFSP)
Disaster Feeding
Other:
Other:

- 3. The FSMC's operation of SFA's Food Service Program shall include the performance by the FSMC of all the Services described in this Contract, as a resource to, and for the benefit of SFA's students, faculty, and staff.
- 4. The SFA 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* as required under 7 CFR §210.16(c) and 2 CFR 200.324(d).
- 5. If there is more than one SFA Food Service Location, SFA or FSMC, on behalf of SFA, shall conduct an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year. If FSMC conducts the on-site review, FSMC will promptly report any findings to SFA. SFA shall always retain responsibility for the counting and claiming system. (7 CFR 210.8(a)(1)).

The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs.

- 6. FSMC shall comply and cooperate with SFA in promoting nutrition education, health, and wellness policies, and coordinating SFA's Food Service Program with classroom instruction.
- 7. Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards as outlined in the SFA's written code of conduct. See SP 09-2015; and 2 CFR Parts 200.112 & 318.
- 8. Any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to food services, such as money or rebates for school improvements and student scholarships, are not allowable.

B. Food Service

- 1. FSMC shall serve meals on such days and times as aligned to the district calendar and the nutrition programs the SFA has indicated in Section A, Scope and Purpose in this document as requested by the SFA.
- 2. SFA shall retain control of the quality, extent, and general nature of food service.
- 3. FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section A, Paragraph 2 herein.
- 4. For an FSMC to offer à la carte food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children.
- 5. FSMC shall provide meals for all programs operated by the CE that meet the meal pattern set by USDA. TDA provides detailed information on applicable meal patterns in the Administrator's Reference Manual (ARM) which is available at Squaremeals.org.
- 6. FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, which does not meet the detailed specifications for each food component or menu item in accordance with 7 CFR 210.16(c)(3), or that do not otherwise meet the requirements of the contract.
- 7. FSMC shall promote maximum participation in the Programs.
- 8. FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A.
- 9. FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA, and that meet School Nutrition Program requirements.
- 10. FSMC must make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical practitioner. Substitutions for disability reasons must be made on a case-by-case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods unless otherwise exempted by FNS. Such a statement must be signed by an appropriately licensed medical practitioner (reference: 7 CFR 210.10(g)(1); SP 40-2017; SP 26-2017; and SP 59-2016). The FSMC may make a substitution for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Accommodations for special dietary needs for students without medical disabilities are an SFA decision. If a substitution is made to accommodate the special dietary needs of one student, the same accommodation must be made for all students with the same dietary need (reference: 7 CFR 210.10(g)(2)). There will be no additional charge to the student for such substitutions. (USDA,

- "Accommodating Children with Special Dietary Needs in the School Nutrition Programs Guidance for School Food Service Staff".)
- 11. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Notification of fluid milk substitutions shall remain in effect until the medical authority or the student's parent, or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. Reference 7 CFR 210.10(d)(3) and 7 CFR 220.8.
- 12. The FSMC shall implement an accurate point of service count using the counting system provided by SFA in its application to participate in the School Nutrition Programs and approved by TDA for the programs listed in Section A, Paragraph 2, herein, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR 245.8(b).

C. Use of Advisory Group/Menus

- 1. SFA shall establish, and the FSMC shall participate in the formation, establishment, and periodic meetings of, an SFA advisory board composed of students, teachers, and parents to assist in menu planning. Reference 7 CFR 210.16(a)(8).
- 2. FSMC shall serve meals that follow the 21-day menu cycles that meet the food specifications contained in Food Specifications, which is attached to this Contract as "Exhibit F" and fully incorporated herein, and that meet School Nutrition Program requirements. The 21-day cycle menus developed and provided by the SFA allows the FSMC to determine the bid price. These menus must be followed without any changes to specifications. The menus are attached to this Contract as "Exhibit M" and fully incorporated herein. At a minimum, such food specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients, and all USDA-required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style, and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Food Specification identified for the 9th day in the NSLP menu cycle. A hard copy of these recipes shall be kept on file at SFA.
- 3. FSMC must follow: (i) the 21-day menu cycle and food specifications developed by the SFA for the NSLP; (ii) the 21-day menu cycle and Meal Specifications developed by SFA for the SBP; (iii) the 21-day menu cycle and Meal Specifications developed by SFA for the After School Snack Program; and (iv) the 21-day menu cycle and Meal Specifications developed by SFA for the Summer Program (Reference 7 CFR 210.16(b)(1)) or any other program operated on behalf of the SFA.
- 4. FSMC shall serve à la carte items that meet all state and federal School Nutrition Program requirements. FSMC shall provide documentation that demonstrates that all non-program foods and meals, such as à la carte items, comply with all applicable School Nutrition Program requirements.
- 5. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCP, Summer Program, or the à la carte items without the written approval of the SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR 210.16 and 7 CFR 210.10) Any changes or variances requested by an FSMC for substitutions to the SFA menu of lower quality food items shall be justified and documented in writing by FSMC. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, TDA, and USDA for review upon request 7 CFR 210.16(c)(1) and 7 CFR 210.23.
- 6. FSMC must submit an FFVP cycle menu based on the information contained in the 2004 Resource, *Fruits and Vegetables Galore: Helping Kids Eat More*, (available from the FNS website, and as described in current guidance from USDA and TDA) if operated.

D. Purchases and Geographic Preference

- 1. Whether the SFA conducts its procurement or whether the FSMC procures products on behalf of the SFA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.
- 2. If applicable, FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for SFA or TDA review. Cost should be broken into two categories: (1) operational cost and (2) administrative cost.
 - a. Operational costs should cover the primary cost to run the FFVP to include the purchase of fruits and vegetables, including the cost of pre-cut produce and delivery charges; non-food items or supplies that are used in serving and cleaning; and salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables and in maintaining a sanitary environment.

- b. Administrative costs are used principally to support planning and to manage the program. The SFA is required to strictly scrutinize all requests for reimbursement of FFVP costs, to ensure that those costs are: (i) allowable; (ii) actual costs; (iii) fully documented; (iv) utilized to purchase fresh fruits and vegetables in accordance with applicable law and regulations; and (v) do not request reimbursement for more than 10% for administrative costs. TDA will monitor the SFA and FSMC to ensure strict compliance with this provision.
- c. The FSMC must return the full value of USDA Foods to the CE.
- 3. FSMC shall complete such purchasing activities in a manner that does not result in duplication of services or expenses in accordance with 2 CFR Part 200.318(d). An FSMC and SFA shall ensure that no conflict of interest exists between the third-party purchasing agent if any, and the SFA's contracted FSMC. The FSMC must not procure additional goods or services beyond what is stipulated in this Contract.
- 4. SFA shall ensure that FSMC shall comply with all applicable competitive bidding and open competition requirements for such purchases, as set forth in 2 CFR Part 200, including but not limited to 2 CFR 200.318-327.
- 5. SFA and FSMC acknowledge that to the extent required by 7 CFR 250.17(e), 2 CFR Part 200, SP 38-2017, and SP 32-2019, SFA must, to the maximum extent practicable, purchase only domestic food and food products for the National School Lunch Program and School Breakfast Program that are produced and processed in the United States using over 51% domestic foods, by weight or volume. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). 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 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, the SFA only may approve an alternative or exception. Requests for exception must include the: a) Alternative substitute(s) that are domestic and meet the required specifications: i) Price of the domestic food alternative substitute(s), and ii) Availability of the alternative domestic substitute(s) in relation to the quantity ordered; and b) Reason for exception: limited/lack of availability or price (include price): iii) Price of the domestic food or food product; and iv) Price of the non-domestic food or food product that meets the required specification of the domestic food or food product.
- 6. To indicate a geographic preference, the SFA must check ONLY ONE of the following:

 □ For this contract, SFA requires that FSMC work with the SFA to establish a process for incorporating geographic preference in the procurement of *unprocessed locally raised and locally grown agricultural products*.

 □ For this contract, SFA <u>does not require</u> that FSMC work with the SFA to establish a process for incorporating geographic preference in the procurement of *unprocessed locally raised and locally grown agricultural products*.

E. USDA Foods

- 1. SFA shall retain title to all USDA Foods.
- 2. SFA shall ensure that all federally donated foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFA's nonprofit school food service and are fully utilized therein. 7 CFR 210.16(6).
- 3. SFA shall assure that the maximum amount of USDA Foods is received and utilized by FSMC. 7 CFR 210.9(b)(15).

- 4. SFA shall ensure that FSMC has credited them for the value of all USDA Foods received for use in SFA's meal service in each School Year, (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used. The value of foods received shall appear as a credit on the invoice for the month in which the donated food was received. This must include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR part 250.51(a).
- 5. SFA shall maintain final responsibility for management and oversight of the procurement for processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. 7 CFR 210.16, 7 CFR 250.50(d).
- 6. The FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250; 7 CFR 250.53(a)(8).
- 7. FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225, and 226, as applicable.
- 8. The FSMC shall credit the SFA the value of USDA Foods contained in the end products at the processing agreement value monthly. 7 CFR 250.50(c); 250.53(a)(3). All refunds received from processors must be credited on invoices submitted to the SFA's Nonprofit School Food Service Account. 7 CFR 250.51(a-b). The method used to determine the donated food values may not be established through a post-award negotiation or any other method that may directly or indirectly alter the terms and conditions of the procurement or contract.
- 9. FSMC must accept and use all USDA donated ground beef and ground pork products, and all processed end products in the SFA's Food Service Program, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service (unless the contract specifically stipulates that the donated foods, and not such commercial substitutes, be used). Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork, and processed end products to SFA. 7 CFR 250.51(d); 7 CFR 250.52(c); 7 CFR 250.53(a)(5).
- 10. FSMC further agrees to accept and use all other USDA Foods in SFA's food service. FSMC may or may not use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's Food Service Program. 7 CFR 250.53(a)(6).
 - a. SFA shall consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.
 - b. Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value of all USDA Foods received for use in SFA's food service. The market value shall be provided to the SFA by TDA. 7 CFR 250.51(a).
 - c. At the end of the year, the FSMC shall reconcile the value of USDA Foods received against credits provided on monthly invoices. The contractor shall provide final credit of any balance due to the school district. The total credit given for USDA Foods in each year must equal the USDA Foods, including bonus foods, received to the SFA. The credits must also encompass any transfers from other SFA and/or the state agency accepted in excess of directly received USDA Foods.
- 11. FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the FSMC to maintain records

as required by 7 CFR section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the FSMC shall be subject to the provisions of 250.13(e). FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

- 12. If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the SFA. The FSMC will issue all such credit in full prior to the expiration of each Contract Term. Any extensions or renewals of this contract, if applicable, are contingent upon the fulfillment of all contract provisions related to foods.
- 13. FSMC will comply with 7 CFR 250.14(b); 250.52, and 250.53(a)(9) concerning storage and inventory management of USDA Foods. 7 CFR 250.53(b). Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
- 14. FSMC will comply, as applicable, with 7 CFR 250.51 and 250.52 concerning payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of foods processed in products to the SFA, in accordance with requirements in 7 CFR Part 250 subpart C.
- 15. FSMC shall allow SFA and/or any state or federal representative or auditor, including USDA or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods 7 CFR 250.53(a)(10).
- 16. FSMC shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR 250.54(b) 7 CFR 250.53(a)(11).
- 17. FSMC acknowledges that the renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods 7 CFR 250.53(a)(12).

F. Employees

- 1. FSMC shall provide and pay a staff of qualified, trained management (and operational) employees assigned to duty on SFA's premises for the efficient operation of the Programs.
- 2. SFA must designate if current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or be subject to employment by the FSMC. This must agree with the information reported in the List of Charts and Other Attachments, Chart 2, which is attached to this Contract as "Exhibit C" and fully incorporated herein, and the Schedule of FSMC Employees, which is attached to this Contract as "Exhibit E" and fully incorporated herein.

CHECK ONLY ONE:

Employees retained by:

□ SFA (See Exhibit C, Chart 2)

□ FSMC (See Exhibit E)

□ Both SFA and FSMC (See Exhibit C, Chart 2, and Exhibit E)

- 3. Any employees to be transitioned to the FSMC payroll will be identified to include each position and the date of anticipated transition in Section N, Optional Requirements to be included herein.
- 4. For any employees retained by FSMC, SFA shall provide in Exhibit E a list of each FSMC food service position and the minimum qualifications acceptable to SFA for each position.
- 5. Any food service position not identified in the above-stated Exhibits shall be an employee of SFA. Such employees shall be supervised on SFA's behalf by FSMC management employees; provided,

- however, that SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
- 6. If SFA is sharing FSMC employees with other SFA, SFA shall identify in Chart 6 of the Exhibit C: Charts which is attached to this Contract and fully incorporated herein, each SFA with whom the FSMC employee is to be shared and state the percentage of time each employee will spend with each SFA. SFA's budget shall reflect the percentage of time each employee will work at SFA and for which SFA will be charged.
- 7. SFA shall have final approval regarding the hiring of the ______ (Position) assigned to the Food Service Program.
- 8. FSMC shall comply with all wages and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff. FSMC shall also be responsible for the hiring and termination of the non-management staff who are employees of FSMC.
- 9. If provided for in the Proposal, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If a transition occurs, the FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay the cost of transferring SFA employees to FSMC payroll.
- 10. FSMC shall provide Workers' Compensation coverage for its employees, as required by law.
- 11. FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to the use of SFA's premises as established by SFA and which are furnished in writing to FSMC.
- 12. FSMC shall maintain its personnel and fringe benefits policies for its employees, subject to review by SFA.
- 13. FSMC shall assign to duty on SFA's premises only employees acceptable to SFA.
- 14. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
- 15. FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.
- 16. FSMC shall cause all its employees assigned to duty on SFA's premises to submit to health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.
- 17. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- 18. To the extent and in the manner required by state law, FSMC shall perform a security (background) check on any FSMC employee that will be working at SFA.

- 19. FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with the intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
- 20. Both SFA and FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements as required by federal regulations, codified at 7 CFR 210.30, throughout the initial term and all renewals of this Contract. School food authorities that operate the National School Lunch Program, or the School Breakfast Program 7 CFR Part 220, must establish and implement professional standards for school nutrition program directors, managers, and staff, as defined in 7 CFR 210.2. Both SFA and FSMC shall establish and implement the foregoing standards and requirements under this Contract.

G. Use of Facilities, Inventory, Equipment, Storage, and Utilities

- 1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services. SFA shall always have full access to the food service facilities and for any reason, including inspection and audit.
- 2. At the commencement, termination, or expiration of this Contract, FSMC and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware, and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program. FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and SFA will sign a summary of the beginning inventory at the commencement and the expiration or termination of this Contract and keep a copy of each on file with this Contract.
- 3. At the commencement and the expiration or termination of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. USDA Foods shall also be inventoried by a separate inventory. FSMC and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory, when completed, shall become a part of this Contract by incorporation. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from (1) normal wear and tear; or (2) theft, fire, or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost. The value of USDA Foods inventories shall be the market value, which is the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the USDA Foods are received by SFA.
- 4. During this Contract, title to all SFA food and supplies shall remain with the SFA.
- 5. FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by SFA.
- 6. SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.
- 7. FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with SFA's agreement with TDA.
- 8. FSMC shall provide SFA with keys for all food service areas secured with locks.

- 9. SFA shall provide FSMC with local telephone service.
- 10. SFA \square shall or \square shall not provide water, gas, and electric service for the food service program. If SFA is providing water, gas, and electric service for the food service program, charges to the food service account shall be made at least quarterly. District may use this formula if kitchens do not have individualized meters:

District will:

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

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

- 11. SFA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules, and regulations.
- 12. SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC.
- 13. FSMC shall not remove any food preparation and serving equipment owned by SFA from SFA's premises.
- 14. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
- 15. FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within ten days of its placement.
- 16. FSMC shall comply with all SFA building rules and regulations.
- 17. FSMC shall not use SFA's facilities to produce food, meals, or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage. Such usage may not result in a cost to the Non-profit School Food Service Account.
- 18. SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food, and supplies owned by the SFA.
- 19. Upon termination of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings used in SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

H. Health Certifications/Food Safety/Sanitation

- 1. FSMC shall maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety inspection requirements of 210.13(b). 7 CFR 210.9(b)(14).
- 2. FSMC shall maintain all State of Texas and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. 7 CFR 210.16(c)(2).
- 3. FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- 4. FSMC shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food. 7 CFR 210.16(a)(7).
- 5. SFA shall maintain applicable health certification and ensure that FSMC complies with all applicable

	CFR 210.16(a)(7).
6.	SFA shall provide sanitary toilet and handwashing facilities for the employees of FSMC.
7.	\square FSMC \square SFA shall be responsible for cleaning food service equipment, kitchen floors, hoods, and grease filters.
8.	\square FSMC \square SFA shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. FSMC will notify SFA of any problems in this area.
9.	\square FSMC \square SFA shall be responsible for the removal of trash and garbage resulting from the food service program in compliance with SFA's schedule for waste disposal.
10.	\Box FSMC \Box SFA shall be responsible for all regular food service-related building maintenance, with the exception of normal clean-up.
11.	\Box FSMC \Box SFA shall clean the kitchen and dining room areas. See Exhibit D, Designation of Program Expenses.
12.	\square FSMC \square SFA shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.
13.	\square FSMC \square SFA shall place garbage and trash in containers in designated areas as specified by SFA.
14.	\square FSMC \square SFA shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
15.	\Box FSMC \Box SFA shall routinely clean grease traps, ductwork, plenum chambers, and roof fans.
16.	\Box FSMC \Box SFA shall provide extermination services as needed.
17.	Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.

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

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

I. Financial Terms

- All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants, and loans shall be credited to the Non-profit School Food Service Account on a daily basis. Any profit or guaranteed return shall remain in the SFA's Non-Profit School Food Service Account.
- 2. All facilities, equipment, and services to be provided by the SFA shall be provided at SFA's expense.
- 3. Meals & Meal Equivalency Rate
 - a. For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals.
 - b. The FSMC and SFA shall determine à la carte meal/non-program equivalents by dividing the à la carte revenue by the per-meal sum of the Federal and State free meal reimbursement plus the per-meal value of USDA Foods entitlement and bonus USDA Foods entitlement. The equivalency factor shall be updated annually for any year that the contract is renewed.
 - c. Meal equivalents shall be determined with the following formula:

Sales (revenue in dollars)

(Federal Free Reimbursement Rate + .08 meal certification, if applicable + USDA Entitlement Value)

- 4. Financial Guarantee
 - a. All revenue received in the operation of this contract must accrue to the nonprofit school food service account.
 - b. As part of this RFP and based on projected revenue and expenses (as outlined in Exhibit B), the SFA has determined that a financial guarantee \square is or \square is not required.

☐ Breakeven position required	
☐ Financial Guarantee Amount _	
☐ Subsidy Amount	
☐ No Guarantee Required	

- c. Any guarantee offered by the FSMC shall be based on information contained in this RFP. Additional addendum and terms will not be permitted.
- 5. Payment Terms/Method
 - a. The FSMC must be paid at a fixed rate per meal/meal equivalent. The proposal/bid rate per meal must be calculated as if no USDA Foods were available. The method by which FSMC will use and account for USDA Foods shall be in accordance with Section E of the Standard Terms and Conditions hereinabove. FSMC shall invoice SFA within 14 days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.

- b. SFA shall make payment in accordance with the Texas Prompt Payment Act, Tex. Gov't Code Chapter 2251; however, no interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.
- c. FSMC must submit detailed documentation for each Accounting Period to support what the SFA is charged. Upon termination of the Contract, all outstanding amounts shall immediately become due and payable. Each invoice submitted by FSMC will include reconciliation for any overpayment or underpayment from prior Accounting Periods and shall identify and account for donated food as stated hereinabove.
- d. FSMC shall be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll, and withholding taxes, for FSMC employees. FSMC shall indemnify and hold SFA harmless for all claims arising from the non-payment of such taxes and fees.
- e. Applicable only if subsidy is requested in I. 4. (b), above: SFA and FSMC shall cooperate to ensure that SFA's Food Service Program is operated in accordance with SFA's Food Service Budget. In the event that the FSMC's operation of SFA's Food Service Total Expenses are greater than Total Revenue, FSMC shall within 30 days pay SFA a subsidy payment as outlined in #4 above. In the event that the FSMC pays a subsidy, FSMC may not recover the subsidy from SFA in subsequent Contract years.
- f. SFA shall not be responsible for any expenditure incurred by the FSMC before the execution of this Contract and approval by TDA.
- g. Payments on any claim shall not preclude the SFA from adjusting payment to FSMC of any item found not to have been in accordance with the provisions of this RFP and Contract and bid specifications.
- h. SFA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
- i. The SFA shall establish all selling prices, including price adjustments, for all reimbursable, non-reimbursable meals/milk, à la carte, and non-program sales (including vending, adult meals, contract meals, concessions, and catering) prices.
- j. FSMC shall promptly pay SFA the full amount of any meal overclaims, disallowed costs, or other fiscal actions that are attributable to the FSMC's actions hereunder, including those overclaims based on review or audit findings that occurred during the Effective Dates of original and renewal Contracts.

J. Books and Records

- 1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 10th day following the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the 5th business day following the month in which services were rendered. SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
- 2. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility documentation. 7 CFR 210.7(c), 7 CFR 210.9(b)(18) and 7 CFR 245.6(e).
- 3. FSMC shall provide SFA with a year-end statement.

- 4. SFA and FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.
- 5. FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three years for as long as required for the resolution of the issues raised by the audit. Reference 7 CFR 210.9(b)(17) and 2 CFR 200.334.
- 6. Authorized representatives of SFA, TDA, USDA, and USDA's Office of the Inspector General shall have the right to conduct on-site administrative reviews of the food service operation.
- 7. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.
- 8. The FSMC shall maintain such records as the school food authority will need to support its Claim for Reimbursement under this part, and shall, at a minimum, report claim information to the school food authority promptly at the end of each month. Such records shall be made available to the school food authority, upon request, and shall be retained in accordance with § 210.23(c). 7 CFR 210.16(c)(1).

K. Termination

- 1. If at any time, the SFA shall make a reasonable decision that adequate funding from federal, state, or local sources shall not be available to carry out its financial obligation to FSMC, then the SFA shall have the option to terminate this contract by giving 10 days written notice to the FSMC.
- 2. In the event either party commits a material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements, or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
- 3. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood, or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.
- 4. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any available administrative, contractual, and legal remedies against FSMC.
- 5. SFA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

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

L. Insurance

- 1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Texas. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of the award.
- 2. The information below must be completed by SFA:
 - a. Comprehensive General Liability includes coverage for:
 - 1) Premises Operations
 - 2) Products Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury

i. 🤄	\$ Combined Single Lim	it.

b.	Automobile Liability coverage with a \$	Combined Single Limit.
c.	Workers' Compensation—Statutory; Employer's Liability with	a combined single limit of

d.	Excess Umbrella Liab	oility with a combine	d single limit of \$	
		, 1110)	~ 0111010 111111 01 q	

- 3. The SFA shall be included as an additional insured on General Liability, Automobile, and Excess Umbrella policies.
- 4. The contract of insurance shall provide notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
- 5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

M. Trade Secrets and Proprietary Information

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

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

N. Optional Requirements to be Included

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

The scope of this contract shan metade these optional services. Check options that apply.
☐ 1. <u>Information Technology Systems</u> <u>All Fees Must Be Part of the Fixed-Meal Rate</u> . FSMC shall provide, install, deploy into production, operate, and maintain and support the following system:
☐ POS Software only ☐ POS Software and Hardware
POS Note : If SFA has a Point of Service (POS) system purchased by SFA, the FSMC shall use the provided system without additional cost to the SFA.
□ 2. Will the SFA Transition Employee Positions to the FSMC? □ Yes □ No If yes, the SFA shall identify each employee position, current salaries, and benefits to be transitioned to FSMC's payroll. SFA employees can only be transitioned the first year of the contract. Transition information must be included in Exhibit E.
O. Summer Food Service Program (SFSP) Check One: □ SFA does or plans to participate in the SFSP [SFA must complete the entire section] □ SFA does not participate in the SFSP [If this box is checked then Section O does not apply]
1. SFA shall be responsible for determining the eligibility of all SFSP sites.
2. SFA, as a sponsor, shall be responsible for all management responsibilities of the SFSP, as described in 7 CFR §225.15 (a)(3).
3. Bonding requirements.a. Bid guaranty (when the SFSP portion of the bid exceeds the Simplified Threshold of \$50,000 as applicable): Offeror shall submit with his or her bid a bid guaranty in the amount of \$

[Enter an amount not less than 5% or more than 10% of the total bid price

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or may enter \$0, if SFSP bid does not exceed the Simplified Threshold of \$50,000 as applicable],

which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. (SFSP Memorandum 13-2014: Procurement Thresholds in the Summer Food Service Program, January 10, 2014). Bid guaranties other than bid bonds will be returned (a) to unsuccessful offerors as soon as practicable after the opening of proposals and (b) to the successful offeror upon execution of such further contractual documents. (i.e., insurance coverage) and bonds as may be required by the bid.

- b. Performance guaranty (when the SFSP portion of the Contract exceeds \$50,000, restrictive Texas simplified acquisition threshold): FSMC must obtain a performance bond in the amount of \$ [Enter an amount 10% or no more than 25% of the value of the Contract which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. (SFSP Memorandum 13-2014: Procurement Thresholds in the Summer Food Service Program, January 10, 2014). Bid guaranties other than bid bonds will be returned to unsuccessful offerors as soon as practicable after the opening of proposals. Performance bonds for the successful offeror shall be held for the duration of the Contract. 7 CFR 225.15(m)(5-7).
- 4. SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
- FSMC must comply with the 21-day menu cycle developed by SFA for the SFSP (Exhibit M) and include it in the RFP. SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The SFA shall inform TDA of menu changes for the SFSP.
- 6. SFA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for pre-approval and during the operation of the program.
- 7. SFA will make the final determination of the opening and closing dates of all SFSP sites, if applicable.
- 8. FSMC may use foods to conduct SFSP in accordance with Section E of the Standard Terms and Conditions hereinabove and 7 CFR Part 225 and 2 CFR Part 200.

P. Certifications

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

Q. Miscellaneous

1. <u>E</u>1

<u>En</u>	nergency Notifications.	
a.	SFA shall notify FSMC of any interruption in utility service of which it has knowill be provided to:	owledge. Notification
	Name:	
	Title:	
	Telephone number:	
	Alternate telephone number:	

 b. SFA shall notify the FSMC of any delay at the beginning of the school day or the closing of school(s) due to snow or other emergency situations. Notification will be provided to: Name: Title: Telephone number: Alternate telephone number:
Governing Law. This Contract is governed by and shall be construed in accordance with Texas and federal law.
<u>Headings</u> . All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.
<u>Incorporation/Amendments</u> . This Request for Proposal and Contract, which includes the attached Exhibits A–R (collectively the "Contract Documents"), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) SFA's Request for Proposal and Contract. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by TDA.
INDEMNITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, FSMC SHALL DEFEND, INDEMNIFY, AND HOLD SFA HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITY, LOSS, AND EXPENSES, INCLUDING REASONABLE COLLECTION EXPENSES, ATTORNEYS' FEES, AND COURT COSTS THAT MAY ARISE BECAUSE OF THE ACTIONS OF FSMC, ITS AGENTS OR EMPLOYEES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT, EXCEPT TO THE EXTENT ANY SUCH CLAIMS OR ACTIONS RESULT FROM THE NEGLIGENCE OF SFA, ITS EMPLOYEES OR AGENTS. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS CONTRACT.
Nondiscrimination. Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.
<u>Notices</u> . All notices, consents, waivers, or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):
To SFA:
To FSMC:

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

2.

3.

4.

5.

6.

7.

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

AGREEMENT

Offeror certifies that the FSMC shall operate the SFA's school food service in accordance with all applicable state and federal regulations.

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

This Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods. IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:	SCHOOL FOOD AUTHORITY:
	Name of SFA
	Signature of Authorized Representative (SFA cannot sign until approved by TDA)
	Typed Name of Authorized Representative
	Title
	Date Signed
ATTEST:	FOOD SERVICE MANAGEMENT COMPANY:
	Name of FSMC
	Signature of Authorized Representative
	Typed Name of Authorized Representative
	Title
	Date Signed

Exhibit A: Site Information-Services Required

If your School District has more than 20 Sites, please use Exhibit A. Supplement, All sites must be recorded.

If your School District has	more mai	120 Sites, piez	ise use Exilibit A	Supple	ment. A	n sites must	be recor	ueu.		1						
SITE/SCHOOL	GRADES SERVED	MEAL PREPARATION TYPE	SERVING TIMES Lunch-Breakfast	Lunch NSLP	Breakfast SBP	ADULT/ ALACARTE/ EXTRA SALES	OFFER VS. SERVE (select	ASCP Snacks (NSLP)	Seamless Summer (SSO)	Summer Feeding (SFSP)		At-Risk Supper		CONCESSIONS	VENDING	
		SP=self-prep SA = satellite					by campus)				At-Risk Snacks	At-Risk Supper	CATE	CONCE	VEN	OTHER
			B- 7:15am- 8:15am L- 10:30am- 12:50pm													
			B- 7:00am- 7:55am L- 11:00am- 12:30pm													
			B- 7:20am- 8:45am L- 11:20am- 12:45pm													
			B- 6:45am- 8:00am L- 10:50am- 12:00pm													
			B- 6:45am- 8:00am L- 10:50am- 12:00pm												,	
															,	
															<u> </u>	

Exhibit B: Budget

(Number) days of meal service in the School Year 2023-2024 and using 2022-

Projected Revenue: Based on

2023 reimbursement rates the SFA shall multiply the rates by the actual meals served from School Year 2021-2022. Consolidated Food Service Budget School Year 2023-2024 **Revenue:** Local Student Breakfast Sales Revenue Student Lunch Sales Revenue Adult & À la carte Sales Revenue Catering & Other Non-Program Revenue **Total Sales** Reimbursement School Breakfast Program National School Lunch Program After School/At-Risk Snack Program At-Risk CACFP Supper Program State Matching Reimbursement Other Federal/State Reimbursement **Total Reimbursement Total Revenue: (Total Sales + Total Reimbursement) Projected Total Expenses Expense:** Estimated Budget Projection: Total Revenue (Sales + Reimbursement) - Expenses **USDA Foods Entitlement Allocation Estimate:** SFA Contact for Budget Completion: Name: _____ Phone:

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Exhibit C: Charts

The charts outlined have been supplied by the SFA to assist the FSMC with assessing the operational requirements required to fulfill the contract needs resulting from this RFP.

Chart 1: Projected Enrollment Chart (By Campus) – Projected new campuses and dates of the

anticipated opening must be included

Chart 2: Staffing Chart (Identify whether each position is SFA or FSMC personnel)

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

C - Central Office Staff

Chart 3: Participation Data for the prior year by program and eligibility category: free, reduced-price,

and paid, number of reimbursable meals served annually, and the average daily participation

(ADP) by individual school.

Chart 4: Chart stating Current District Meal Prices.

Chart 5: Copies of Reimbursement Claims for Current and Prior School Year(s). Only submit TX-UNPS

Claim Year Summary Report.

Chart 6: Chart identifying:

(1) Each FSMC position that will be shared with other SFA;

(2) The SFA with whom FSMC employees will be shared; and

(3) The percentage of time FSMC employees will work at each SFA.

Chart 7: School Calendar for 2023-2024. If SFA does not have an approved school calendar, the

projected calendar may be provided.

Exhibit D: Designation of Program Expenses

Exhibit D represents the expenses the SFA has deemed are the responsibility of the FSMC and must be included in their fixed meal price offer as part of the bid specifications. When the SFA applies an X in a selected expense column the FSMC or the SFA is responsible for that expense during the life of the contract. Only one choice for each expense. The SFA and the FSMC cannot both be checked for an expense. If the expense does not apply check N/A.

DESCRIPTION	FSMC	SFA	N/A
FOOD:			
Food Purchases	X		
USDA Foods Processing			
Food Storage			
ABOR:	<u> </u>		l .
FSMC Employees			
SFA Employees			
LEANING EXPENSES:	•		l.
Other			
Food Preparation Areas (Include Equipment)			
Serving Areas			
Kitchen Areas			
Dining Room Floors			
Periodic Waxing and Buffing of Dining Room Floors			
Restrooms for Food Service Employees			
Grease Traps			
Cleaning of Dining Room Tables and Chairs			
Cafeteria Walls			
Kitchen Walls			
Light Fixtures			
Windows			
Window Coverings			
Hoods			
Grease Filters			
Duct Work			
Exhaust Fans			
RASH REMOVAL	l .		
From Kitchen			
From Dining Area			
From Premises			
THER EXPENSES	"		<u> </u>
Smallware			
Paper/Disposable Supplies			
Uniforms			
Laundry			
Pest Control		1	
Other		1	
		1	

Exhibit E: FSMC Employees

Provide minimal qualifications for full-time employees (FTE).

Exhibit F: Food Specifications

All food specifications must meet requirements of the USDA Food Buying Guide (FBG), 7 CFR Part 210, USDA Guidance Memos, other applicable federal regulations, and TDA's Administrative Reference Manual (ARM).

- All USDA foods offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.
- All food and food products purchased on behalf of the SFA must be in compliance with Buy American provisions. Food and food products must be produced in the United States, and food products must be processed in the United States using over 51% of domestic foods by weight or volume. 7 CFR 250.17(e); 2 CFR Part 200; SP 38-2017; SP 32-2019; and 7 CFR Part 210.21(d).

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

- Grains must be made from whole grain, whole-grain rich flour/meal, or enriched grain. Cereals may be whole grain, whole-grain rich, enriched grain, or fortified grain. All grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the Child Nutrition Program Food Buying Guide (FBG) or as appropriately identified on a food nutrition label or product manufacturer's statement. If applicable, the product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by the USDA and must be free of color or odor.
 - o Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - O Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators from USDA*.
 - o For breaded and battered items, all flours must be whole-grain or enriched for bread/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry and must be processed in the United States using over 51% domestic meats. No variety of meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese must be from domestic milk sources and should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory melting; contain proper moisture and salt content and be processed in the United States.
- All fish must have been inspected by the United States Department of Commerce (USDC) and meet the minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC. All fish must also be in compliance with the Buy American provisions for farmed and wild fish as described in SP 32-2019.
- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits

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

- All fresh vegetables must be from domestic sources, ripe and in good condition when delivered, and
 must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food
 distributors' second quality level. Vegetables should have characteristic color and good flavor and be
 well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or
 greater than the attached 21-day cycle menu requirements.
- All canned vegetables must be produced and processed in the United States using over 51% domestic vegetables by weight or volume; meet the food distributors' first quality level (extra fancy and fancy); canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be from domestic sources, inspected and passed by the state or federal Department of Agriculture, and used within 30 days of the date on the carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off-color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be from domestic sources and offered in a variety of at least two different fat contents. If flavored milk is offered in the National Lunch Program or School Breakfast program, unflavored milk must also be offered as a selection. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards.

• Other (additional SFA requirements):

Exhibit G: Price Proposal Form

The undersigned FSMC proposes to manage the SFA's school food service at the fixed per-meal rates shown below, subject to the terms of this RFP including SFA's estimated total numbers of meals shown below. If the contract is awarded, FSMC will bill SFA for meals and meal equivalents at the fixed rates shown below, without any additional charges.

The meal prices in this proposal must not consider the value of USDA Foods that the FSMC may receive for use during the year. FSMC will fully credit SFA for the value of USDA Foods received for use.

The FSMC acknowledges that the contract will be awarded based primarily on the lowest proposed Total Cost to SFA, shown below, combined with SFA's evaluation of non-price criteria specified in the RFP.

	FSMC's Proposed		SFA's Estimated		FSMC's Proposed Cost
Program	Fixed Price per Meal	X	Annual Meals or Meal	=	to SFA—all sites
	or Equivalent		Equivalents—all sites		(extended cost)
Breakfast (SBP)(SSO)	\$	X		=	\$
Lunch (NSLP) (SSO)	\$	X		=	\$
Milk (SMP)	\$	X		=	\$
NSLP Afterschool Care Program (ASCP)	\$	X		=	\$
At-Risk After-school Snacks (CACFP)	\$	X		=	\$
At-Risk After-school Supper (CACFP)	\$	X		=	\$
Summer (SFSP) Breakfast	\$	X		=	\$
Summer (SFSP) Lunch	\$	X		=	\$
Non-Program Revenue Meal Equivalent (Lunch Rate)	\$	X	J.T. L. Cont. to CEA. d	=	\$

FSMC's proposed Total Cost to SFA: \$ _____

Financial Guarantee - Offeror must select one of the following o	options:	
☐ Breakeven position required	•	
☐ Financial Guarantee Amount		
☐ Subsidy Amount		
☐ No Guarantee Required		
Submitted by:		
Company:		
Printed Name and Title of Authorized Representative:		
Signature:	Date:	

Exhibit H: SFA Protest Procedures

SFA must include their protest procedures here in Exhibit H

Exhibit I: Applicable Laws

- FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-163, 89 Stat. 871.
- FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §3701 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
- FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR 60.
- FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; USDA regulations on nondiscrimination 7 CFR 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement Nutrition Programs and Activities.
- FSMC shall comply with the Buy American provision for contracts that involve the purchase of domestic food and food products in the United States using over 51% domestic foods by weight or volume, USDA Regulation 7 CFR 210.21(d) and 7 CFR Part 250.
- FSMC has signed the Anti-Collusion Affidavit, Exhibit J, which is attached herein and is incorporated by reference and made a part of this Contract.
- FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 7606, §508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency (EPA) regulations Title 40 CFR.
- FSMC shall comply with the Lobbying Certification, Exhibit K, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, Exhibit L herein, or will complete and submit as required in accordance with its instructions included in Exhibit L.
- FSMC shall strongly encourage the participation of Historically Underutilized Business (HUB), Minority and Women Business Enterprise (MWBE), and labor surplus area vendors to compete in procurement opportunities the FSMC conducts on behalf of the SFA.
- FSMC shall ensure that the nondiscrimination statement is affixed to all letters, notices, publications, and websites as required by FNS Instruction 113.1 (November 8, 2005).

Exhibit J: Anti-Collusion Affidavit

STATE OF)
COUNTY OF)
authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning the exchange of money or other things of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.
Signed
Subscribed and sworn before me this day of, 20
Notary Public (or Clerk or Judge)
My commission expires

Exhibit K: Certification Regarding Lobbying

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Title 31, § 1352 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 un	ndersigned certifies, to the best of his or her knowledge and belief, that No Federal appropriated funds have been paid or will be paid by or operson for influencing or attempting to influence an officer or employees, an officer or employee of Congress, an employee of a Member, officer, or employee of (FSMC) in connection with the awarding of a Federal contract, the most a Federal loan, the entering into a cooperative agreement, and the amendment, or modification of a Federal contract, grant, loan, or co	on behalf of the undersigned, to any ployee of any agency, a Member of Member of Congress, or any Board aking of a Federal grant, the making the extension, continuation, renewal
2.	If any funds other than Federally appropriated funds have been pare influencing or attempting to influence an officer or employee of any officer or employee of Congress, an employee of a Member of Congrese employee of connection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with this Federal grant or cooperative agreement, the unconnection with the properties of the propertie	y agency, a Member of Congress, are uss, or any Board Member, officer, or any Essage (FSMC) in dersigned shall complete and submit
covere	ndersigned shall require that the language of this certification is included sub-awards exceeding \$100,000 in Federal funds at all appropriate and disclose accordingly.	
Name	of Company	-
Name	of Authorized Official or Representative	-
Title o	f Authorized Official or Representative	_
 Signat	ure of Authorized Official or Representative	-
 Date		-

Exhibit L: Disclosure Form to Report Lobbying Activities

Approved by OMB No. 0348-0046

PROCUREMENT

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Exhibit L Continued: INSTRUCTIONS FOR COMPLETION OF DISCLOSURE FORM TO REPORT LOBBYING

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

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

Exhibit M: Menu Cycles NATIONAL SCHOOL LUNCH PROGRAM

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school). Additional menus for each Campus Level are provided in Exhibit M: Supplement attached to this RFP.

	Campus Level:
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
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Exhibit M: Menu Cycles SCHOOL BREAKFAST PROGRAM

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school). Additional menus for each Campus Level are provided in Exhibit M: Supplement attached to this RFP.

	Campus Level:
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
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21	

Exhibit M: Menu Cycles AFTER SCHOOL CARE PROGRAM

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school). Additional menus for each Campus Level are provided in Exhibit M: Supplement attached to this RFP.

	Campus Level:
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
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Exhibit M: Menu Cycles SEAMLESS SUMMER OPTION OR SUMMER FOOD SERVICE PROGRAM

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school). Additional menus for each Campus Level are provided in Exhibit M: Supplement attached to this RFP.

	Campus Level:
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
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21	

Name of Food Service Management Company	Name of School Food Authority		
 submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to sown organization, that in connection with this procurement: 1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor. 			
knowingly disclosed to the Offeror and wi in the case of an advertised procurement	ces which have been quoted in this offer have not been ll not knowingly be disclosed by the Offeror prior to opening or prior to award in the case of a negotiated procurement, for the purpose of restricting competition.		
No attempt has been made or will be mad submit an offer for the purpose of restrict	e by the Offeror to induce any person or firm to submit or no ing competition.		
Each person signing this offer on behalf of the Offeror certifies that: 1. He or she is the person in Offeror's organization responsible within the organization for the decisi 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 Offeror's organization responsible within the organization decision as to the prices being offered herein, but that he or she has been authorized in vagent for the persons responsible for such decision in certifying that such persons have and will not participate in any action contrary to A.1 through A.3 above, and as their age certify; and he or she has not participated, and will not participate, in any action contrar A.3 above.			
To the best of my knowledge, this Offeror, 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 Offeror's Authorized Representative	Title Date		
,	n accepting this offer, the SFA certifies that no representative of the SFA has taken any action hat may have jeopardized the independence of the offer referred above.		

Note: SFA's acceptance of an offer does not constitute an award of the contract.

Title

Date

Signature of SFA's Authorized Representative

Exhibit O: SFA Certification of Acknowledgement

I certify that I,	(Name), on behalf of
School District, have read an	nd fully understand the contents of this contract. I understand that the SFA must od service operations and that these responsibilities will not be delegated to the
_	t the SFA is responsible for closely monitoring the FSMC contract and the FSMC's
daily activities.	Initial Here:
I certify that I understand th	e requirements to utilize a FSMC and will comply with the procedures accordingly.
	Initial Here:
•	nto an agreement with an FSMC that has a real or apparent conflict of interest. This
-	e recommendations, develop or draft specifications, requirements, statements of
procurement.	ls, contract terms, and conditions, or other documents for use in conducting Initial Here:
I certify that I, nor any emple	oyees (including School Board Members) of
	it or accept donations, gratuities, nor favors from current or potential FSMCs (i.e.,
gifts, golf outings, meals, etc.	Initial Here:
I certify that I will appropriat	rely and in a timely manner respond to all bid/proposal protests and concerns raised
by potential FSMCs.	Initial Here:
	School District has a written Code of
	flicts of interest and governing the performance of its employees engaged in the stration of contracts, and will make sure all employees are aware of said standards.
	Initial Here:
I have read and understand	what the allowable costs are for all of the applicable CN programs.
	Initial Here:
I certify that	School District will be legally responsible
-	rofit school food service program and shall supervise the food service operations in compliance with the rules and regulations of TDA and the USDA regarding each of
the CN programs covered by	-
I certify that all food service	e employees and those responsible for the oversight of the contract and FSMC's
-	ry skillset to fulfill required monitoring responsibilities including management of
the items that cannot be dele	gated to a FSMC. Initial Here:
-	ole for monitoring and oversight of the FSMC meet the minimum Professional
Standards requirements.	Initial Here:
I certify that	School District shall retain control of the ice account, signature authority, and overall financial responsibility for the CN
non-profit school food serv	ice account, signature authority, and overall financial responsibility for the CN ess to the USDA Foods claims system, and any other designated state system, local
point of sale systems, and ac	
Initial Here:	

I certify that the CN programs are the responsibility of
School District and School District is responsible for all contractual agreements entered into in connection with the CN programs. Initial Here:
all contractual agreements entered into in connection with the CN programs. Initial Here:
I certify that School District will be responsible for determining student eligibility for all applicable programs and that Enter FSMC Name will have no involvement in the process. Initial Here:
I certify that School District will retain all records for the current year plus the three from the end of the contract including any renewals.
Initial Here:
I certify that all food will follow the current meal standards and Local Wellness Policy. Initial Here:
I certify that School District will monitor awarded FSMC vendor to ensure compliance with USDA regulations.
Initial Here:
I certify that School District will be responsible for non-compliance discovered while operating with a FSMC and will comply with the return of disallowed costs to remedy findings. Initial Here:
I certify that School District will create an advisory board composed of students, teachers, and parents to assist in menu planning and student participation. Initial Here:
I certify that School District will not delegate any of the
above responsibilities to the FSMC. Initial Here:
I hereby certify that neither School District nor its principals/authorized representatives are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency. Initial Here:
I further certify that neither School District nor any of its principals/authorized representatives has a reported criminal background that would affect the receipt of Federal funds.
I certify that FSMC is not a paid consultant or contractor with School District in any other capacity than for this contract.

I certify under penalty of perjury that the information on these forms is true and correct and that I will immediately report to the state agency any changes that occur to the information submitted. I understand that this information is being given in connection with the receipt of federal funds. The state agency may verify information; the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of School District, I hereby agree to comply
with all state and federal laws and regulations governing the CN programs administered by the state agency. In
accordance with Federal law and USDA policySchoo
District does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal o retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.
SFA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)
Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Ac of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
By accepting this assurance, the SFA agrees to compile data, maintain records, and submit reports as required
to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hour of program operation to review such records, books, and accounts as needed to ascertain compliance with the condition of this program operation is a few and accounts. The program of th
nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shal have the right to seek judicial enforcement of this assurance. This assurance is binding on the SFA, its successors
transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA
The person whose signature appears below is authorized to sign this assurance on the behalf of the SFA.
Name of Authorized Representative
Title of Authorized Representative
Signature of Authorized Representative
Date Signed

Exhibit P: FSMC Certification of Acknowledgement

Please initial below next to each statement certifying that you have read and fully understand the contents of this document.

I certify that I,, on be	half of,
(FSMC) have read and fully understand the contents $% \left(\mathbf{FSMC}\right) =\mathbf{FSMC}$	half of, of this contract.
	Initial Here:
I certify that I, nor any of the employees of	
have not received any solicitations from any	School
District employee. In addition, I certify that no gifts, of meals, etc.) have been provided.	donations, or anything of monetary value (i.e., golf outings,
medis, etc.) have been provided.	Initial Here:
- · ·	ed to understand and comply with all necessary training red by
	Initial Here:
I certify that all of	(FSMC) food service employees
meet the minimum Professional Standards requirement	(FSMC) food service employees ents outlined for the operation of Child Nutrition programs. Initial Here:
	School District will be legally responsible
	program, and shall have access to all necessary documents, ited to all contracts with vendors so that they may supervise
	sure compliance with the rules and regulations of TDA and
the USDA regarding each of the CN programs covered	
and obbittional and of the off brodiante of the	Initial Here:
I certify that	(FSMC) will not have control of the
district's non-profit school food service account, sign	ature authority, and overall financial responsibility for the s claims system and any other defined state or local system. Initial Here:
I certify that	School District will be responsible for
determining student eligibility for	all applicable programs and that (FSMC) will have no involvement in the process. Initial Here:
I certify that	(FSMC) will follow the 21-day menu for
I certify that the first 21-days of service, without change.	Initial Here:
I certify that all food will comply with the current me	al standards and Local Wellness Policy. Initial Here:
I certify that	(FSMC) will comply with all applicable
standards, orders, or requirements issued under the	Clean Air Act and the Federal Water Pollution Control Act g agency and the Regional Office of the Environmental

	Initial Here:
I hereby certify that neither	(FSMC) nor its
principals/authorized representatives is presently deb	arred, suspended, proposed for debarment, declared
ineligible, disqualified, or voluntarily excluded from predepartment or agency.	participation in this transaction by any Federal/State
	Initial Here:
I further certify that neither	(FSMC) nor any of its
I further certify that neither principals/authorized representatives has a reported critical Award.	minal background that would affect the receipt of this
	Initial Here:
I certify that	(Name) is not a paid consultant or
contractor with	School District in any other capacity
than for this contract.	Initial Here:
	to the information submitted. I understand that this federal funds. The state agency may verify information; ect me to prosecution under applicable federal and state
race, color, national origin, sex, disability, age, or repr program or activity conducted or funded by the USDA.	risal or retaliation for prior civil rights activity in any
Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date Signed	

Exhibit Q: Non-Delegable School Food Authority Responsibilities

The SFA shall be legally responsible for the conduct of the food service program and shall supervise and monitor the food service operations to ensure compliance with the rules and regulations of the Texas Department of Agriculture (TDA) and the United States Department of Agriculture (USDA) regarding the school food service program. The Food Service Management Company (FSMC) acknowledges that the SFA is responsible for completing the following duties and that these cannot be delegated to the FSMC:

- 1. **Procurement standards**: SFA shall adhere to the procurement standards specified in § 210.21 when contracting with the food service management company. 7 CFR 210.16(a)(1).
- 2. **On-site monitoring**: 7 CFR 210.16(a)(1)(2) (3), 7 CFR 210.8(a)(1).
 - a. SFA staff must review the FSMC's contract compliance quarterly for at least one site using TDA's FSMC Review Form (located on the squaremeals.org FSMC page).
 - b. SFA must conduct onsite monitoring of serving sites to observe counting and claiming procedures for all operating programs at all campuses. See ARM, section 20, Counting and Claiming. The SFA must follow-up on any meal counting and claiming discrepancies.
- 3. Control and overall financial responsibility of the school food service account. 7 CFR 210.19(a)(1).
- 4. **Advisory board**: Establish and include parents, staff, and students to assist in menu planning. The FSMC must adhere to the menu cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA. 7 CFR 210.16(b)(1), 7 CFR210.16(a)(8).
- 5. **Health certification** must be maintained to assure that all state and local regulations are met by the FSMC preparing or serving meals at the SFA facilities. 7 CFR 210.16(a)(7).
- 6. **Establish all prices** for food items served under the nonprofit school food service account (e.g., reimbursable meals, à la carte, and adult meals). 7 CFR 210.16(a)(4).
- 7. Retain signature authority over
 - a. the application/agreement to participate in the Child Nutrition Programs (7 CFR 210.9 (a)(b), 210.16(a)(5));
 - b. Free reduced-price policy statement;
 - c. the USDA Foods claim system;
 - d. Contractual agreements with the school nutrition program (i.e., vending meals to other SFA, commodity processing contracts) 7 CFR 210.21 &.19(a)(1); 7 CFR 210.9(b)(13); 7 CFR 210.15(a); 7 CFR 250.15(a); and,
 - e. Resolution of all program review and audit findings. (7 CFR 210.18(i) and 210.18(k)(1)(2))
- 8. Submit monthly claim for reimbursement 7 CFR 210.8(a); 7 CFR 210.16(a)(5).
 - a. TDA Food and Nutrition Division approves only SFA personnel access to the system which also represents secure signature authority for applications and claims.
 - b. Review to ensure accuracy of lunch counts prior to the claim submission.
 - c. Edit check worksheets that compare daily lunch counts by eligibility category. Free and reducedprice meals may not be claimed in excess of the number of students approved for such benefits.
- 9. Free and Reduced-Price Meal Process 7 CFR 245.6
 - a. Develop, distribute, and collect parent letters and applications for free/reduced-price meals & free milk.

- b. Determination and verification of applications for free/reduced-price meals or free milk.
- c. Conduct any hearings related to such determinations.
- 10. **USDA donated foods** 7 CFR 210.9(b)(13) (formerly Commodities)
 - a. Monitor that the maximum amount is received and used by the FSMC in the SFA food service.
 - b. Monitor that the FSMC credits SFA at least annually for all USDA Donated foods.
- 11. À la carte food service: 7 CFR 210.16(a) The SFA must also offer free, reduced price, and full price reimbursable meals to all eligible children to operate an à la carte food service.

I acknowledge that these responsibilities cannot be delegated to the FSMC and must remain the sole responsibility of the SFA.

Printed Name of SFA Authorized Representative:	Title_	
FSMC Representative:	Title	
Signature: FSMC Representative	Date	

Exhibit R: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract

- (1) Any non-procurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including
- a. Consultant.
- b. Principal investigators.
- c. Providers of audit services required by the TDA or federal funding source.
- d. Researchers.

Debarment - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered into to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, subgrantee or sub-recipient.

Ineligible - a person that is prohibited from entering into a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters into a covered contract or subcontract, including an agent or representative of a participant.

Person - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

Principal - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposal - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is "suspended".

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have government wide effect.

Voluntarily excluded - The status of a person who has agreed to a voluntary exclusion.

Texas Department of February 2017

Agriculture H2048

Name of Business (Contractor)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Vendor ID No. or Social

	Security No.
(1) The prospective contractor certifies to the best of and its principals:	its knowledge and belief that it
(a) Are not presently debarred, suspended, proposed ineligible, or voluntarily excluded from covered transacti agency;	*
(b) Have not within a three-year period preceding the had a civil judgment rendered against them for commiss in connection with obtaining, attempting to obtain, or period or local) transaction or contract under a public transaction antitrust statutes or commission of embezzlement, theft, destruction of records, making false statements, or received.	ion of fraud or a criminal offense rforming a public (Federal, State, on; violation of Federal or State forgery, bribery, falsification or

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Signature of Contractor Representative	Date
Printed/Typed Name of	Printed/Typed Title of
Contractor Representative	Contractor Representative

Hillsboro ISD Projected Enrollment					
Campus	FY 2023-2024				
Hillsboro Elementary	650				
Hillsboro Intermediate	425				
Hillsboro Junior High School	275				
Hillsboro High School	610				
Hill County JJAEP (HISD)	2				
Total Enrollment	1962				

Exhibit C Chart 2: Staffing Chart

	Elementary School	Shift Hours	
1 ea	Food Service Lead	6a-2p	FSMC
2 ea	Cook	6a-2p	FSMC
2 ea	Food Service Worker	6a-2p	FSMC
1 ea	Food Service Worker/Cashier	6a-2p	FSMC
	High School		
1 ea	Food Service Lead	6a-2p	FSMC
1 ea	Cook	6a-2p	FSMC
2 ea	Food Service Worker	6a-2p	FSMC
1 ea	Food Service Worker/Cashier	6a-2p	FSMC
	Junior High School		
1 ea	Food Service Lead	6a-2p	FSMC
1 ea	Cook	6a-2p	FSMC
1 ea	Food Service Worker/Cashier	6a-2p	FSMC
1 ea	PT Food Service Worker	8a-2p	FSMC
	Intermediate School		
1 ea	Food Service Lead	6a-2p	FSMC
2 ea	Cook	6a-2p	FSMC
2 ea	Food Service Worker/Cashier	6a-2p	FSMC
	Central Office		
1 ea	Director		FSMC

Hillsboro ISD Participation Data FY 2021-2022										
Breakfast					Lunch					
Campus	CEP %	Free	Reduced	Paid	ADP		Free	Reduced	Paid	ADP
Hillsboro Elementary	100%	85768			501.6		72123			421.8
Hillsboro Intermediate	100%	43116			252.1		48928			286.1
Hillsboro Junior High	100%	11273			65.9		31833			186.2
Hillsboro High School		10569	599	7716	110.4		29461	1499	26183	334.2
JJAEP		25	0	130	0.9		183	0	346	3.1

SSO FY 2021-2022							
	Breakfast	ADP	Lunch	ADP			
Campus	Free		Free				
Hillsboro Elementary	479	22.8	472	22.5			
Hillsboro Junior High	157	7.5	459	21.9			
Hillsboro High School	102	4.9	410	19.5			
Note - SSO meals but tracking by student eligibility.							

Food & Nutrition

HISD Cafeteria Meal Pricing

PreK-8th - All meals FREE

9th-12th Student Breakfast

\$2.00

Reduced Student Breakfast

\$0.30

Adult Breakfast

\$2.25

9th-12th Student Lunch

\$3.25

Reduced Student Breakfast

\$0.40

Adult Breakfast

3.00

Adult Lunch

\$4.50

Hillsboro ISD Reimbursement Claims

2021 - 2022 SSO Claim Year Summary

00582 Status: Active HILLSBORO ISD

DBA:

121 E FRANKLIN ST HILLSBORO, TX 76645-2137

County District Code: 109-904 ESC: 12 TDA Region: 2 ESC: 12

Claim Month	Adj Number	Claim Status	Date Received	Date Processed	Earned Amount
Oct 2021	0	Processed	11/03/2021	11/04/2021	\$150,741.59
Nov 2021	0	Processed	12/06/2021	12/14/2021	\$132,128.62
Dec 2021	0	Processed	01/05/2022	01/11/2022	\$96,959.10
Jan 2022	0	Processed	02/08/2022	02/08/2022	\$136,793.10
Feb 2022	0	Processed	03/07/2022	03/17/2022	\$121,766.31
Mar 2022	0	Processed	04/05/2022	04/07/2022	\$146,109.28
Apr 2022	0	Processed	05/09/2022	05/12/2022	\$172,795.44
May 2022	0	Processed	06/29/2022	06/30/2022	\$159,172.25
Jun 2022	0	Processed	07/14/2022	07/14/2022	\$8,040.80
Jul 2022					\$0.00
Aug 2022					\$0.00
Sep 2022					\$0.00

Year to Date Totals

Year to Date Totals

\$1,124,506.49

\$388,130.25

2022 - 2023 NSLP Claim Year Summary

00582 Status: Active HILLSBORO ISD

121 E FRANKLIN ST HILLSBORO, TX 76645-2137 County District Code: 109-904 ESC: 12 TDA Region: 2

Earned Amount	Date Processed	Date Received	Claim Status	Adj Number	Claim Month
\$0.00	'				Jul 2022
\$78,794.90	10/06/2022	10/04/2022	Processed	0	Aug 2022
\$159,230.40	10/20/2022	10/19/2022	Processed	0	Sep 2022
\$150,104.95	11/17/2022	11/14/2022	Processed	0	Oct 2022
\$0.00					Nov 2022
\$0.00					Dec 2022
\$0.00					Jan 2023
\$0.00					Feb 2023
\$0.00					Mar 2023
\$0.00					Apr 2023
\$0.00					May 2023
\$0.00					Jun 2023

Hillsboro ISD Exhibit C: Chart 6

Not Applicable

SCHOOL CALENDAR HILLSBORO ISD 2023-2024

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Date: Date: Bad Weather Make-Up Day

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Exhibit E: FSMC Employees

Provide minimal qualifications for full-time employees (FTE).

Director of Child Nutrition

- Must have a bachelor's degree in Food Service Management or related field; years of management in Food Service will be considered in Lieu.
- Ability to analyze and interpret complex reports, systems, and policies
- Knowledge of menu planning, food purchasing, and preparation of foods in food service environment
- Ability to manage food service budget and personnel
- Effective organization, communication, and interpersonal skills
- 5 years' experience in food service management managing comparable multi-site food service operations or equivalent experience

Food Service Lead

- Provides quality customer service by providing one-on-one attention to detail.
- Oversees and participates in the preparation and service of food and beverage items in accordance with company standards for presentation, sanitation, safety and portion control.
- Helps plan menus.
- Ensures timely, efficient meal service; supervises serving of meals.
- Responds to customer complaints in person at the time of the complaint and via email for electronic complaints.
- Trains employees: assigns and coordinates work of employees to promote efficiency and excellence in food and service.
- Determines work procedures, prepares work schedules and expedites workflow.
- Uses proper systems for completion of required daily/weekly/monthly reports.
- Responsible for proper cash handling as established by the Food Accounting Manual (deposits petty cash change funds).
- Orders food and other necessary supplies from approved sources or purveyors.
- Directs and participates in the overall sanitation and safety of the facility and employees in accordance with company standards and government regulations.
- Develops sanitation schedule and ensures food-service employees adhere to the schedule for cleaning of kitchen and dining area and washing of kitchen utensils and equipment.
- Issues written and oral instructions.
- Help select and orient employees; oversees staff training in areas of responsibility.
- Performs other duties as assigned.

Cook

- Prepares high-quality food items according to standardized recipes and instructions to meet production, delivery and service schedules.
- Serves meals or prepares for delivery by using correct portioning, meeting outlined standards, ensuring that food is at the correct temperature and is attractive and tasty.
- Tastes all prepared food items.
- Cleans kitchen after preparation and serving, maintaining high standards of cleanliness.
- Stores or discards excess food in accordance with safe food-handling procedures.
- Keeps refrigerators and storerooms clean and neat. Ensures food and supply items are stored per standards.
- Operates and maintains kitchen equipment as instructed.
- Assists in production planning, record keeping and reporting as required.
- Assists in the ordering and receiving of all food and supplies as required.
- Reports needed maintenance, faulty equipment, or accidents to the supervisor immediately.
- Attends in-service and safety meetings.
- Maintains good working relationships with coworkers, customers, administrators, and managers.
- Performs job safely while maintaining a clean, safe work environment.
- Performs other duties as assigned.

Food Service Worker

- Performs prep work such as washing, peeling, cutting and seeding fruits and vegetables.
- Weighs and measures designated ingredients.
- Carries pans, kettles, and trays of food to and from workstations, stove and refrigerator in accordance with safety standards.

Exhibit E: FSMC Employees

Provide minimal qualifications for full-time employees (FTE).

- Stores food in designated areas following wrapping, dating, food safety and rotation procedures.
- Cleans work areas, equipment, and utensils.
- Distributes supplies, utensils, and portable equipment.
- Utilizes approved food recipes and production standards to ensure proper quality, serving temperatures and standard portion control.
- Serves customers in a friendly, efficient manner following outlined steps of service.
- Resolves customer concerns and relays relevant information to supervisor.
- Ensures compliance with district service standards and inventory and cash control procedures.
- Assures compliance with all sanitation and safety requirements.
- Performs other duties as assigned.

Food Service Worker/Cashier

- Performs prep work such as washing, peeling, cutting and seeding fruits and vegetables.
- Weighs and measures designated ingredients.
- Carries pans, kettles, and trays of food to and from workstations, stove and refrigerator in accordance with safety standards. Distributes supplies, utensils, and portable equipment.
- Stores foods in designated areas in accordance with wrapping, dating, and food safety and rotation procedures.
- Cleans work areas, equipment, and utensils.
- Ensures compliance with sanitation and safety requirements.
- Uses approved food recipes and production standards to ensure proper quality, serving temperatures and standard portion control.
- Serves customers in a friendly, efficient manner following outlined steps of service.
- Interacts with customers and resolves customer complaints in a friendly, service-oriented manner.
- Relays relevant information to supervisor.
- Performs sales transactions.
- Enters sales into the cash register to ensure purchases are accurately recorded.
- Issues receipts to customers.
- Follows standard procedures for issuing cash refunds.
- Responsible for all assigned change funds and cash receipts, ensuring that cash drawer is in compliance with overage/shortage standards.
- Replenishes condiments, beverages and general supplies while maintaining service area cleanliness.
- Performs other duties as assigned.

Exhibit M: Supplement 2023-2024 School Year 21-day Cycle Menu

Hillsboro Elementary School Breakfast

Grade Levels Served: PreK - 3rd

1 Mini Cinnamon Rolls Strawberry Yogurt Fresh Fruit Fruit Juice Milk	2 Oatmeal Round Dried Cranberries Fruit Juice Milk	Mini Waffles Fresh Fruit Applesauce Fruit Juice Milk	Sausage Pancake Stick Applesauce Fruit Juice Milk	Asst. Cereal Fresh Fruit Fruit Juice Milk
Stuffed Bagel Fresh Fruit Fruit Juice Milk	7 Ast. Cereal Fresh Fruit Fruit Juice Milk	Mini Pancakes Fresh Fruit Fruit Juice Milk	9 Pop-Tart String Cheese Fresh Fruit Fruit Juice Milk	10 Asst. Cereal Graham Crackers Fresh Fruit Fruit Juice Milk
11 Whole Grain Muffin Strawberry Yogurt Fresh Fruit Fruit Juice Milk	Mini Waffles Fresh Fruit Fruit Juice Milk	Cereal Bar Dried Cranberries Fruit Juice Milk	14 Dadusage, Egg, Cheese, Biscuit Fresh Apple Fruit Juice Milk	15 Breakfast Bar String Cheese Fresh Fruit Fruit Juice Milk
Oatmeal Round Dried Cranberries Fruit Juice Milk	17 Whole Grain Muffin Fruited Yogurt Fresh Fruit Fruit Juice Milk	18 Mini Waffles Fresh Fruit Applesauce Fruit Juice Milk	Sausage Pancake Stick Applesauce Fruit Juice Milk	Asst. Cereal Fresh Fruit Fruit Juice Milk
21 Stuffed Bagel Fresh Fruit Fruit Juice Milk				

Exhibit M: Supplement 2023-2024 School Year

21-day Cycle Menu

Hillsboro Elementary School Lunch Grade Levels Served: PreK - 3rd

1	2	3	4	5
1		3	4	3
Chicken Nuggets	Beef Nachos	Turkey Chili	Corn Dog	Cheese Pizza
Italian Meatball Sub	Chicken and Cheese Quesadilla	Hot Dog	Cheese Burger	Pepperoni Pizza
Broccoli Florets	Seasoned Pinto Beans	Tater Tots	Seasoned Potato Wedges	Chicken Ranch Wrap
Seasoned Potato Wedges	Seasoned Corn	Green Beans	Carrots	Seasoned Peas
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
Milk	Milk	Milk	Milk	Milk
6	7	8	9	10
	,	Chicken Parmesan		10
Turkey Ham Mac and Cheese		Sloppy Joe		Cheese Pizza
Catfish Strips	Mashed Potato Chicken Bowl	Penne Pasta	Chicken Tenders	Pepperoni Pizza
Dinner Roll	Corn Dog	Glazed Carrots	Spaghetti and Meatballs	Chicken Ranch Wrap
Zucchini Sticks	Seasoned Corn	Broccoli	Dinner Roll	Seasoned Pinto Beans
Tater Tots	Carrots	Chilled Fruit	Celery Sticks	Broccoli
Chilled Fruit	Applesauce	Whole Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Milk	Whole Fruit	Whole Fruit
Milk	Milk		Milk	Milk
11	12	13	14	15
	12	Chili and Cheese Potato	17	13
Chicken Alfredo		Toasted Cheese Sandwich	BBQ Pork Sandwich	Cheese Pizza
Dinner Roll	Bean and Cheese Burrito	Dinner Roll	Chicken Sandwich	Pepperoni Pizza
Chicken Tenders	Beef Nachos	Seasoned Broccoli	Mac and Cheese	Philli Cheesesteak Burger
Broccoli with Cheese	Seasoned Corn	Carrots	Sliced Cucumbers	Mixed Vegetables
Sliced Cucumbers	Seasoned Pinto Beans	Chlled Fruit	Potato Wedges	Zucchini Sticks
Chilled Fruit	Chilled Fruit	Whole Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Milk	Whole Fruit	Whole Fruit
Milk	Milk		Milk	Milk
16	17	18	19	20
	17			20
Chicken Nuggets	Beef Nachos	Turkey Chili	Corn Dog	Cheese Pizza
Italian Meatball Sub	Chicken and Cheese Quesadilla	Hot Dog	Cheese Burger	Pepperoni Pizza
Broccoli Florets	Seasoned Pinto Beans	Tater Tots	Seasoned Potato Wedges	Chicken Ranch Wrap
Seasoned Potato Wedges	Seasoned Corn	Green Beans	Carrots	Seasoned Peas
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
Milk	Milk	Milk	Milk	Milk
21				
Turkey Ham Mac and Cheese				
· ·		1		ĺ
Catfish Strips				
Dinner Roll				
Zucchini Sticks				
Tater Tots		1		ĺ
Chilled Fruit		1		
Whole Fruit Milk				
IVIIK		1		

Hillsboro Intermediate School Breakfast

Grade Levels Served: 4th - 6th

1	2	3	4	5
Mini Cinnamon Rolls	Oatmeal Round	Mini Waffles	Sausage Pancake Stick	Asst. Cereal
Fresh Fruit	Dried Cranberries	Fresh Fruit	Applesauce	Fresh Fruit
Fruit Juice	Fruit Juice	Fruit Juice	Fruit Juice	Fruit Juice
Milk	Milk	Milk	Milk	Milk
6	7 Dacon, Egg, Cheese	8	9	10
	Bacon, Egg, Cheese	Baked Cinnamon Roll	Egg, Ham, and Cheese	Asst. Cereal
Stuffed Bagel Fresh Fruit	Biscuit Fresh Fruit	Fresh Fruit	Waffle Sandwich	Fresh Fruit
Fruit Juice	Fruit Juice	Fruit Juice	Fresh Fruit	Fruit Juice
Milk	Milk	Milk	Fruit Juice	Milk
IVIIIK	IVIIIK	IVIIIK	Milk	IVIIIK
11	12	13	14 Sausage, Egg, Cheese,	15
Sausage Pancake Stick	Breakfast Burrito	Cereal Bar	Biscuit	Breakfast Bar
Fresh Fruit Fruit Juice	Fresh Fruit Fruit Juice	Dried Cranberries Fruit Juice	Fresh Apple	Fresh Fruit Fruit Juice
Milk	Milk	Milk	Fruit Juice Milk	Milk
IVIIIK	IVIIIK	IVIIIK	IVIIIK	IVIIIK
16	17	18	19	20
Oatmeal Round	Baked Cinnamon Roll	Mini Waffles		Asst. Cereal
Dried Cranberries	Fresh Fruit	Fresh Fruit	Sausage Pancake Stick Applesauce	Fresh Fruit
Fruit Juice	Fruit Juice	Fruit Juice	Fruit Juice	Fruit Juice
Milk	Milk	Milk	Milk	Milk
TVIIIK	TVIIIK	Will	TVIIIK	TVIIIX
21				
Stuffed Bagel				
Fresh Fruit				
Fruit Juice				
Milk				
	<u> I</u>	<u> </u>	<u> </u>	

Hillsboro Intermediate School Lunch

Grade Levels Served: 4th - 6th

1	2	3	4	5 ICheese Pizza
	Beef Nachos	Rotini with Meat Sauce	Catfish Strips	Pepperoni Pizza
Cheese Burger	Chicken Enchilada	Turkey Corn Dog	Ham Sub Sandwich	Spicy Chicken Sandwich
Chili Cheese Hot Dog	Mexican Rice	Dinner Roll	Dinner Roll	Chicken Sandwich
_	Seasoned Pinto Beans	Broccoli with Cheese	Cauliflower	Tater Tots
	Zucchini	Side Salad	Seasoned Fries	Carrots and Celery Sticks
,		Chilled Fruit	Chilled Fruit	Chilled Fruit
		Whole Fruit	Whole Fruit	Whole Fruit
		Milk	Milk	Milk
6	7	8	9	10
	Beet Nachos	0	Chikcn Parmesan	Cheese Pizza
S .	Beef Taco	Spaghetti and Meatballs	Penne Pasta	Pepperoni Pizza
	Mexican Corn	Corn Dog	Dinner Roll	Spicy Chicken Sandwich
		Garlic Bread	Salisbury Steak	Chicken Sandwich
		Mixed Green Salad	Broccoli	Baked Fries
	Dinner Roll	Green Beans	Mashed Potatoes	Cucumbers
		Chilled Fruit	Chilled Fruit	Chilled Fruit
		Whole Fruit	Whole Fruit	Chilled Fruit Whole Fruit
Milk	Milk	Milk	Milk	Milk
_ 11	12	13	14	15
				Cheese Pizza
		Turkey Mac and Cheese		Pepperoni Pizza
	=	Sloppy Joe	Sweet and Sour Chicken	Spicy Chicken Sandwich
	Hard Shell Taco	Corn Bread	Brown Rice	Chicken Sandwich
Seasoned Fries		Celery Sticks	Cheese Quesadilla	Tater Tots
		Broccoli	Vegetable Medley	Carrots
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
Milk	Milk	Milk	Milk	Milk
16	17	18	19	20
				Cheese Pizza
				Pepperoni Pizza
Cheese Burger	Beef Nachos	BBQ Pork Sandwich	Chikcen Tenders	Spicy Chicken Sandwich
Chili Cheese Hot Dog	Bean and Cheese Burrito	Chicken and Cheddar Pasta	Toasted Cheese Sandwich	Chicken Sandwich
Tater Tots	Seasoned Pinto Beans	Garlic Bread	Dinner Roll	Seasoned Corn
Celery Sticks	Cucumbers	Carrots	Seasoned Broccoli and Cheese	Carrots and Celery Sticks
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
		Whole Fruit	Whole Fruit	Whole Fruit
Milk	Milk	Milk	Milk	Milk
21				
Beef Fingers				
Meatball Sub				
Dinner Roll				
Carrots and Broccoli				
Seasoned Peas				
Mac and Cheese				
Chilled Fruit				
Whole Fruit				
Milk				

Hillsboro Junior High School Breakfast

Grade Levels Served: 7th - 8th

1	2	3	4	5
		Biscuit, Egg, and Potato Breakfast		Turkey Sausage Pizza
Ham, Egg, Cheese English Muffin	Sausage Pancake Stick	Bowl	Sausage, Egg, and Cheese Biscuit	WG Muffins
WG Muffins	WG Muffins	WG Muffins	WG Muffins	Asst. Cereal
Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal	Fresh Fruit
Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit	Apple Sauce
Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce	Fruit and Granola Parfait
Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice
Milk	Milk	Milk	Milk	Milk
6	7	8	9	10
		Biscuit, Egg, and Potato Breakfast		
Egg and Cheese Wrap	Sausage Pancake Stick	Bowl	Sausage, Egg and Cheese Biscuit	Turkey Sausage Pizza
WG Muffins	WG Muffins	WG Muffins	WG Muffins	WG Muffins
Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal
Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit
Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce
Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice
Milk	Milk	Milk	Milk	Milk
	1		1	
11	12	13	14	15
Sausage, Cheese, and Biscuit				
Sandwich	Ham, Egg, and Cheese Muffin	Breakfast Pizza	Chicken Biscuit	Baked Cinnamon Roll
WG Muffins	WG Muffins	WG Muffins	WG Muffins	WG Muffins
Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal
Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit
Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce
Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice
Milk	Milk	Milk	Milk	Milk
16	17	18	19	20
		Biscuit, Egg, and Potato Breakfast		
Egg and Cheese Wrap	Sausage Pancake Stick	Bowl	Sausage, Egg, and Cheese Biscuit	Turkey Sausage Pizza
WG Muffins	WG Muffins	WG Muffins	WG Muffins	WG Muffins
Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal
Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit
Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce
''		1 ' '		
Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice
Milk	Milk	Milk	Milk	Milk
21				
Sausage and Cheese Biscuit				
WG Muffins	1			
Asst. Cereal				
Fresh Fruit	1			
Apple Sauce				
Asst. Fruit Juice				
Milk				
	1		1	1

21-day Cycle Menu

Hillsboro Junior High School Lunch Grade Levels Served: 7th - 8th

1	2	3	4	5
Chili Chassa Dan		Chicken Taco		
Chili Cheese Dog Turkey Ham Mac and Cheese	Spaghetti with Meat Sauce	Toasted Cheese Sandwich	Sweedish Meatballs	Pepperoni Pizza
Mixed Green Salad	Chicken Parmesan	Carrots	Penne Pasta	Crispy Chicken Sandwich
Tater Tots	Breadstick	Broccoli with Cheese	Chicken Wrap	1 7 7
Baked Beans	Italian Vegetables	Mexican Rice	Seasoned Peas	Crispy Fries Carrots
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
Milk	Milk	Milk	Milk	Milk
6	7	8	9	10
Chicken Nuggets	Salisbury Steak		Beef and Rice Bowl	Pepperoni Pizza
Spicy Ranch Chicken Wrap	Hot Dog	Sweet and Sour Chicken	Cheese Burger	Catfish Strips
Dinner Roll	Mashed Potatoes w/ gravy	BBQ Pork Stuffed Potato	Breadstick	Dinner Roll
Green Beans	Seasoned Peas	Stir Fry Vegetables	Broccoli	Carrots
Tater Tots	Biscuit	Asian Rice	Baked Beans	Potato Wedges
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
Milk	Milk	Milk	Milk	Milk
11	12	13	14	15
Chicken Alfredo Pasta	Glazed Chicken	Toasted Cheese Sandwich	Beef Nachos	
Turkey Wrap	Beef Tacos	Chicken Parmesan	Crispy Chicken Sandwich	Pepperoni Pizza
Italian Vegetables	Broccoli	Carrots	Mexican Corn	Boneless Chicken Wings
Breadstick	Mac and Cheese	Herb Roasted Potatoes	Black Beans	Mixed Green Salad
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
Milk	Milk	Milk	Milk	Milk
16	17	18	19	20
		Chicken Tenders		
Spaghetti with Meat Sauce	Grilled Chicken Sandwich	Catfish Strips	Beef Nachos	Pepperoni Pizza
BBQ Pork Sandwich	Sloppy Joe	Dinner Roll	Corn Dog	Spicy Chicken Sandwich
Garlic Bread	Carrots	Seasoned Corn	Mixed Vegetables	Mixed Green Salad
Green Beans	Tater Tots	Vegetable Medley	Pinto Beans	Broccoli
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
Milk	Milk	Milk	Milk	Milk
21				
Chili Cheese Dog				
Turkey Ham Mac and Cheese				
Mixed Green Salad				
Tater Tots				
Baked Beans			1	
Chilled Fruit				
Whole Fruit				
Milk				
			1	

21-day Cycle Menu

Hillsboro High School Breakfast Grade Levels Served: 9th - 12th

1	2	3	4	5
		WG Pancakes		Egg and Cheese Muffin
Ham, Egg, Cheese English Muffin	Bacon, Egg, and Cheese Biscuit	Turkey Sausage	Sunbutter and Jelly Pancake	WG Muffins
WG Muffins	WG Muffins	WG Muffins	WG Muffins	Asst. Cereal
Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal	Fresh Fruit
Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit	Apple Sauce
Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce	Fruit and Granola Parfait
Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice
Milk	Milk	Milk	Milk	Milk
6	7	8	9	10
	WG Biscuit	WG Pancakes		
Egg and Cheese Wrap	Turkey Sausage	Turkey Sausage	Sausage, Egg and Cheese Biscuit	Turkey Sausage Pizza
WG Muffins	WG Muffins	WG Muffins	WG Muffins	WG Muffins
Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal
Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit
Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce
Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice
Milk	Milk	Milk	Milk	Milk
11	12	13	14	15
WG Waffles				
Turkey Sausage	Ham, Egg, and Cheese Muffin	Breakfast Pizza	Chicken Biscuit	Sausage Pancake Stick
WG Muffins	WG Muffins	WG Muffins	WG Muffins	WG Muffins
Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal
Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit
Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce
Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice
Milk	Milk	Milk	Milk	Milk
16	17	18	19	20
	French Toast Sticks	WG Waffles		Stuffed Bagel
Turkey Sausage Pizza	Turkey Sausage	Turkey Sausage	Sausage, Egg, and Cheese Biscuit	Turkey Sausage
WG Muffins	WG Muffins	WG Muffins	WG Muffins	WG Muffins
Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal
Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit
Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce
Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice
Milk	Milk	Milk	Milk	Milk
21				
Egg and Cheese Breakfast Wrap				
Turkey Sausage				
WG Muffins				
Asst. Cereal				
Fresh Fruit				
Apple Sauce				
Asst. Fruit Juice				
Milk				
IVIIIK				

21-day Cycle Menu Hillsboro High School Lunch

Grade Levels Served: 9th - 12th

1	2	3	4	5
Frito Pie Baked Beans	Pasta with Marinara and Meatballs Dinner Roll		Popcorn Chicken Breadstick	Pulled Pork Sandwich
Green Beans	Broccoli		Tater Tots	Pinto Beans
Cheese Burger	Chicken Parmesan		Spicy Chicken Sandwich	Toasted Cheese Sandwich
Chilled Fruit	Chilled Fruit		Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Nachos	Whole Fruit	Whole Fruit
Classic Pepperoni Pizza	Classic Pepperoni Pizza	Mexican Rice	Classic Pepperoni Pizza	Classic Pepperoni Pizza
Classic Cheese Pizza	Classic Cheese Pizza	Mexican Corn	Classic Cheese Pizza	Classic Cheese Pizza
Hot Dog	Buffalo Chicken Wrap	Beef and Bean Burrito	Philly Steak Sandwich	Turkey BLT Wrap
Romaine Lettuce	Romaine Lettuce	Chilled Fruit	Romaine Lettuce	Romaine Lettuce
Cucumbers	Cucumbers	Whole Fruit	Cucumbers	Cucumbers
Tomatoes	Tomatoes	Classic Pepperoni Pizza	Tomatoes	Tomatoes
Carrots	Carrots	Classic Cheese Pizza	Carrots	Carrots
Shredded Cheese	Shredded Cheese	Crispy Chicken Sandwich	Shredded Cheese	Shredded Cheese
Deli Turkey	Deli Turkey	Deli Turkey	Deli Turkey	Deli Turkey
Sliced Deli Ham	Sliced Deli Ham	Sliced Deli Ham	Sliced Deli Ham	Sliced Deli Ham
Sliced Cheese	Sliced Cheese	Sliced Cheese	Sliced Cheese	Sliced Cheese
Fresh Sliced Red Onion	Fresh Sliced Red Onion	Fresh Sliced Red Onion	Fresh Sliced Red Onion	Fresh Sliced Red Onion
Red and Green Bell Pepper Strips	Red and Green Bell Pepper	Red and Green Bell Pepper Strips	Red and Green Bell Pepper Strips	Red and Green Bell Pepper Strips
Sliced Tomatoes	Sliced Tomatoes	Sliced Tomatoes	Sliced Tomatoes	Sliced Tomatoes
Fresh Spinach Leaves	Fresh Spinach Leaves	Fresh Spinach Leaves	Fresh Spinach Leaves	Fresh Spinach Leaves
Fresh Romaine Lettuce Mix	Fresh Romaine Lettuce Mix	Fresh Romaine Lettuce Mix	Fresh Romaine Lettuce Mix	Fresh Romaine Lettuce Mix
Sliced Cucumbers	Sliced Cucumbers	Sliced Cucumbers	Sliced Cucumbers	Sliced Cucumbers
Sub Roll Whole Grain Sliced Bread	Sub Roll Whole Grain Sliced Bread	Sub Roll Whole Grain Sliced Bread	Sub Roll Whole Grain Sliced Bread	Sub Roll Whole Grain Sliced Bread
	Milk	Milk		Milk
Milk	IVIIIK	IVIIIK	Milk	IVIIIR
6	7	8	9	10
	Chicken Tenders	Salisbury Steak	Beef Walking Taco	Spicy Chicken Sandwich
General Tso Chicken	Dinner Roll	Mac and Cheese	Rice	Tater Tots
Rice	Black Beans	Corn Bread	Corn	Broccoli
Dinner Roll	Broccoli with Cheese	Peas and Carrots	Chicken Fajita Quesadilla	Mixed Vegetables
Chilled Fruit	Meatball Sub	Ocen Fried Chicken	Chilled Fruit	Whole Fruit
Whole Fruit	Baked Fries	Whole Fruit	Whole Fruit	Classic Pepperoni Pizza
Classic Pepperoni Pizza	Whole Fruit	Classic Pepperoni Pizza	Classic Pepperoni Pizza	Classic Cheese Pizza
Classic Cheese Pizza	Classic Pepperoni Pizza	Classic Cheese Pizza	Classic Cheese Pizza	Cheese Burger
Hot Ham and Cheese Sandwich	Classic Cheese Pizza	Hot Dog	BBQ Pork Sandwich	BBQ Chicken Sandwich
Romaine Lettuce	Romaine Lettuce	Romaine Lettuce	Romaine Lettuce	Romaine Lettuce
Cucumbers	Cucumbers	Cucumbers	Cucumbers	Cucumbers
Tomatoes	Tomatoes	Tomatoes	Tomatoes	Tomatoes
Carrots	Carrots	Carrots	Carrots	Carrots
Shredded Cheese	Shredded Cheese	Shredded Cheese	Shredded Cheese	Shredded Cheese
Deli Turkey	Deli Turkey	Deli Turkey	Deli Turkey	Deli Turkey
Sliced Deli Ham Sliced Cheese	Sliced Deli Ham Sliced Cheese	Sliced Deli Ham Sliced Cheese	Sliced Deli Ham Sliced Cheese	Sliced Deli Ham Sliced Cheese
Fresh Sliced Red Onion	Fresh Sliced Red Onion	Fresh Sliced Red Onion	Fresh Sliced Red Onion	Fresh Sliced Red Onion
Red and Green Bell Pepper Strips	Red and Green Bell Pepper Strips	Red and Green Bell Pepper Strips	Red and Green Bell Pepper Strips	Red and Green Bell Pepper Strips
Sliced Tomatoes	Sliced Tomatoes	Sliced Tomatoes	Sliced Tomatoes	Sliced Tomatoes
Fresh Spinach Leaves	Fresh Spinach Leaves	Fresh Spinach Leaves	Fresh Spinach Leaves	Fresh Spinach Leaves
Fresh Romaine Lettuce Mix	Fresh Romaine Lettuce Mix	Fresh Romaine Lettuce Mix	Fresh Romaine Lettuce Mix	Fresh Romaine Lettuce Mix
Sliced Cucumbers	Sliced Cucumbers	Sliced Cucumbers	Sliced Cucumbers	Sliced Cucumbers
Sub Roll	Sub Roll	Sub Roll	Sub Roll	Sub Roll
Whole Grain Sliced Bread	Whole Grain Sliced Bread	Whole Grain Sliced Bread	Whole Grain Sliced Bread	Whole Grain Sliced Bread
Milk	Milk	Milk	Milk	Milk

11 12 14 15 13 Meatloaf Chicken Strips Beef Nachos Dinner Roll Baked Beans Lasagna Spagnetti and Meathalls Potato Wedges Dinner Roll Black Beans Corn Steamed Zucchini Broccoli Mac and Cheese Chicken Parmesan Dinner Roll Meathall Sub Pork Carnitas Chilled Eruit Garlic Bread Chilled Fruit Chilled Fruit Chilled Fruit Whole Fruit Chilled Fruit Whole Fruit Whole Fruit Whole Fruit Classic Pepperoni Pizza Whole Fruit Classic Pepperoni Pizza Classic Pepperoni Pizza Classic Pepperoni Pizza Classic Cheese Pizza Classic Pepperoni Pizza Classic Cheese Pizza Classic Cheese Pizza Classic Cheese Pizza Corn Dog Classic Cheese Pizza Hot Dog Romaine Lettuce Romaine Lettuce Romaine Lettuce Romaine Lettuce Romaine Lettuce Cucumhers Cucumhers Cucumhers Cucumhers Cucumhers Tomatoes Tomatoes Tomatoes Tomatoes Tomatoes Carrots Carrots Carrots Carrots Carrots Shredded Cheese Shredded Cheese Shredded Cheese Shredded Cheese Shredded Cheese Deli Turkey Deli Turkey Deli Turkey Deli Turkey Deli Turkey Sliced Deli Ham Sliced Cheese Sliced Cheese Sliced Cheese Sliced Cheese Sliced Cheese Fresh Sliced Red Onion Red and Green Bell Penner Strips Red and Green Rell Penner Strins Red and Green Rell Penner Strins Red and Green Bell Pepper Strips Red and Green Rell Penner Strins Sliced Tomatoes Sliced Tomatoes Sliced Tomatoes Sliced Tomatoes Sliced Tomatoes Fresh Spinach Leaves Fresh Romaine Lettuce Mix Sliced Cucumbers Sliced Cucumbers Sliced Cucumbers Sliced Cucumbers Sliced Cucumbers Sub Roll Sub Roll Sub Roll Sub Roll Sub Roll Whole Grain Sliced Bread Milk Milk Milk Milk Milk 16 17 18 19 20 Chicken Nuggets Dinner Roll Beef Taco Sweet and Sour Chicken Masthed Potatoes Refried Beans Vegetable Fried Rice Pork Carnitas Quesadilla Corn Dog Cilantro Rice Pinto Beans Green Beans Broccoli Tater Tots Chicken Parmesan Chicken Quesadilla BBQ Burger Spicy Chicken Sandwich Cheese Burger Chilled Fruit Chilled Fruit Chilled Fruit Chilled Fruit Chilled Fruit Whole Fruit Whole Fruit Whole Fruit Whole Fruit Whole Fruit Classic Pepperoni Pizza Classic Cheese Pizza Hot Ham and Cheese Meatball Sandwich Hot Dog Turkey BLT Wrap BBQ Chicken Sandwich Romaine Lettuce Romaine Lettuce Romaine Lettuce Romaine Lettuce Romaine Lettuce Cucumbers Cucumbers Cucumbers Cucumbers Cucumbers Tomatoes Tomatoes Tomatoes Tomatoes Tomatoes Carrots Carrots Carrots Carrots Carrots Shredded Cheese Shredded Cheese Shredded Cheese Shredded Cheese Shredded Cheese Deli Turkey Deli Turkey Deli Turkev Deli Turkey Deli Turkev Sliced Deli Ham Sliced Cheese Sliced Cheese Sliced Cheese Sliced Cheese Sliced Cheese Fresh Sliced Red Onion Red and Green Bell Pepper Red and Green Bell Pepper Strips Sliced Tomatoes Sliced Tomatoes Sliced Tomatoes Sliced Tomatoes Sliced Tomatoes Fresh Spinach Leaves Fresh Romaine Lettuce Mix Sliced Cucumbers Sliced Cucumbers Sliced Cucumbers Sliced Cucumbers Sliced Cucumbers Sub Roll Sub Roll Sub Roll Sub Roll Sub Roll Whole Grain Sliced Bread Whole Grain Sliced Bread Whole Grain Sliced Bread Whole Grain Sliced Bread Whole Grain Sliced Bread

Milk

Milk

Milk

	1		
21			
Pulled Pork Sandwich			
Baked Beans			
Toasted Cheese Sandwich			
Chilled Fruit			
Whole Fruit			
Classic Pepperoni Pizza			
Classic Cheese Pizza			
Crispy Chicken Sandwich			
Romaine Lettuce			
Cucumbers			
Tomatoes			
Carrots			
Shredded Cheese			
Deli Turkey			
Sliced Deli Ham			
Sliced Cheese			
Fresh Sliced Red Onion			
Red and Green Bell Pepper Strips			
Sliced Tomatoes			
Fresh Spinach Leaves			
Fresh Romaine Lettuce Mix			
Sliced Cucumbers			
Sub Roll			
Whole Grain Sliced Bread			
Milk	i		

21-day Cycle Menu

Hill County JJAEP School Breakfast

Grade Levels Served: 6th - 12th

	2	2	4	_
1	2	3	4	5
		Biscuit, Egg, and Potato Breakfast		Turkey Sausage Pizza
Ham, Egg, Cheese English Muffin	Sausage Pancake Stick	Bowl	Sausage, Egg, and Cheese Biscuit	WG Muffins
WG Muffins	WG Muffins	WG Muffins	WG Muffins	Asst. Cereal
Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal	Fresh Fruit
Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit	Apple Sauce
Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce	Fruit and Granola Parfait
Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice
Milk	Milk	Milk	Milk	Milk
6	7	8	9	10
		Biscuit, Egg, and Potato Breakfast		
Egg and Cheese Wrap	Sausage Pancake Stick	Bowl	Sausage, Egg and Cheese Biscuit	Turkey Sausage Pizza
WG Muffins	WG Muffins	WG Muffins	WG Muffins	WG Muffins
Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal
Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit
Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce
Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice Milk	Asst. Fruit Juice
Milk	Milk	Milk	Milk	Milk
11	12	13	14	15
	12	13	14	15
Sausage, Cheese, and Biscuit				
Sandwich	Ham, Egg, and Cheese Muffin	Breakfast Pizza	Chicken Biscuit	Baked Cinnamon Roll
WG Muffins	WG Muffins	WG Muffins	WG Muffins	WG Muffins
Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal
	Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit
Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce
Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice
Milk	Milk	Milk	Milk	Milk
16	17	18	19	20
			1	1
		Biscuit, Egg, and Potato Breakfast		
Egg and Cheese Wrap	Sausage Pancake Stick	Bowl	Sausage, Egg, and Cheese Biscuit	Turkey Sausage Pizza
WG Muffins	WG Muffins	WG Muffins	WG Muffins	WG Muffins
Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal	Asst. Cereal
Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit	Fresh Fruit
Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce	Apple Sauce
Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice	Asst. Fruit Juice
Milk	Milk	Milk	Milk	Milk
24				
21				
1				
Courses and Change Biomit				
Sausage and Cheese Biscuit				
WG Muffins				
Asst. Cereal				
Fresh Fruit				
Apple Sauce				
Asst. Fruit Juice Milk				
IVIIIK				

21-day Cycle Menu

Hill County JJAEP School Lunch Grade Levels Served: 6th - 12th

1	2	3	4	5
Chili Cheese Dog		Chicken Taco		
Turkey Ham Mac and Cheese	Spaghetti with Meat Sauce	Toasted Cheese Sandwich	Sweedish Meatballs	Pepperoni Pizza
Mixed Green Salad	Chicken Parmesan	Carrots	Penne Pasta	Crispy Chicken Sandwich
Tater Tots	Breadstick	Broccoli with Cheese	Chicken Wrap	Crispy Fries
Baked Beans	Italian Vegetables	Mexican Rice	Seasoned Peas	Carrots
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
	Milk	Milk	Milk	Milk
6	7	8	9	10
Chicken Nuggets	Salisbury Steak		Beef and Rice Bowl	Pepperoni Pizza
Spicy Ranch Chicken Wrap	Hot Dog	Sweet and Sour Chicken	Cheese Burger	Catfish Strips
Dinner Roll	Mashed Potatoes w/ gravy	BBQ Pork Stuffed Potato	Breadstick	Dinner Roll
Green Beans	Seasoned Peas	Stir Fry Vegetables	Broccoli	Carrots
	Biscuit	Asian Rice	Baked Beans	Potato Wedges
	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
Milk	Milk	Milk	Milk	Milk
11	12	13	14 	15
Chicken Alfredo Pasta	Glazed Chicken	Toasted Cheese Sandwich	Beef Nachos	
Turkey Wrap	Beef Tacos	Chicken Parmesan	Crispy Chicken Sandwich	Pepperoni Pizza
Italian Vegetables	Broccoli	Carrots	Mexican Corn	Boneless Chicken Wings
Breadstick	Mac and Cheese	Herb Roasted Potatoes	Black Beans	Mixed Green Salad
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
Milk	Milk	Milk	Milk	Milk
16	17	18	19	20
		Chicken Tenders		
Spaghetti with Meat Sauce	Grilled Chicken Sandwich	Catfish Strips	Beef Nachos	Pepperoni Pizza
	Sloppy Joe	Dinner Roll	Corn Dog	Spicy Chicken Sandwich
	Carrots	Seasoned Corn	Mixed Vegetables	Mixed Green Salad
Green Beans	Tater Tots	Vegetable Medley	Pinto Beans	Broccoli
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
	Milk	Milk	Milk	Milk
21				
Chili Cheese Dog				
_				
Turkey Ham Mac and Cheese Mixed Green Salad				
Mixed Green Salad Tater Tots				
Baked Beans				
Chilled Fruit				
Whole Fruit Milk				
IVIIIK				ĺ

Exhibit M: Supplement 2023-2024 School Year 21-day Cycle Menu SFSP/SSO School Lunch Grade Levels Served: PreK -12 Served at all Sites

1	2	3	4	5
1		3	4	3
Chicken Nuggets	Beef Nachos	Turkey Chili	Corn Dog	Cheese Pizza
Italian Meatball Sub	Chicken and Cheese Quesadilla	Hot Dog	Cheese Burger	Pepperoni Pizza
Broccoli Florets	Seasoned Pinto Beans	Tater Tots	Seasoned Potato Wedges	Chicken Ranch Wrap
Seasoned Potato Wedges	Seasoned Corn	Green Beans	Carrots	Seasoned Peas
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
Milk	Milk	Milk	Milk	Milk
6	7	8	9	10
	-	Chicken Parmesan		
Turkey Ham Mac and Cheese		Sloppy Joe		Cheese Pizza
Catfish Strips	Mashed Potato Chicken Bowl	Penne Pasta	Chicken Tenders	Pepperoni Pizza
Dinner Roll	Corn Dog	Glazed Carrots	Spaghetti and Meatballs	Chicken Ranch Wrap
Zucchini Sticks	Seasoned Corn	Broccoli	Dinner Roll	Seasoned Pinto Beans
Tater Tots	Carrots	Chilled Fruit	Celery Sticks	Broccoli
Chilled Fruit	Applesauce	Whole Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Milk	Whole Fruit	Whole Fruit
Milk	Milk		Milk	Milk
11	12	13	14	15
,		Chili and Cheese Potato		
Chicken Alfredo		Toasted Cheese Sandwich	BBQ Pork Sandwich	Cheese Pizza
Dinner Roll	Bean and Cheese Burrito	Dinner Roll	Chicken Sandwich	Pepperoni Pizza
Chicken Tenders	Beef Nachos	Seasoned Broccoli	Mac and Cheese	Philli Cheesesteak Burger
Broccoli with Cheese	Seasoned Corn	Carrots	Sliced Cucumbers	Mixed Vegetables
Sliced Cucumbers	Seasoned Pinto Beans	Chlled Fruit	Potato Wedges	Zucchini Sticks
Chilled Fruit	Chilled Fruit	Whole Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Milk	Whole Fruit	Whole Fruit
Milk	Milk		Milk	Milk
16	17	18	19	20
Chicken Nuggets	Beef Nachos	Turkey Chili	Corn Dog	Cheese Pizza
Italian Meatball Sub	Chicken and Cheese Quesadilla	Hot Dog	Cheese Burger	Pepperoni Pizza
Broccoli Florets	Seasoned Pinto Beans	Tater Tots	Seasoned Potato Wedges	Chicken Ranch Wrap
Seasoned Potato Wedges	Seasoned Corn	Green Beans	Carrots	Seasoned Peas
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit
Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit	Whole Fruit
Milk	Milk	Milk	Milk	Milk
21				
Turkey Ham Mac and Cheese				
Catfish Strips				
Dinner Roll				
Zucchini Sticks				
Tater Tots				
Chilled Fruit				
Whole Fruit				
Milk				
	•	•	•	•

21-day Cycle Menu SFSP/SSO School Breakfast

Grade Levels Served: PreK -12 Served at all Sites

1 Mini Cinnamon Rolls Strawberry Yogurt Fresh Fruit Fruit Juice Milk	Oatmeal Round Dried Cranberries Fruit Juice Milk	Mini Waffles Fresh Fruit Applesauce Fruit Juice Milk	Sausage Pancake Stick Applesauce Fruit Juice Milk	Asst. Cereal Fresh Fruit Fruit Juice Milk
6 Stuffed Bagel Fresh Fruit Fruit Juice Milk	7 Ast. Cereal Fresh Fruit Fruit Juice Milk	Mini Pancakes Fresh Fruit Fruit Juice Milk	9 Pop-Tart String Cheese Fresh Fruit Fruit Juice Milk	10 Asst. Cereal Graham Crackers Fresh Fruit Fruit Juice Milk
11 Whole Grain Muffin Strawberry Yogurt Fresh Fruit Fruit Juice Milk	Mini Waffles Fresh Fruit Fruit Juice Milk	Cereal Bar Dried Cranberries Fruit Juice Milk	14 Sausage, Egg, Cheese, Biscuit Fresh Apple Fruit Juice Milk	15 Breakfast Bar String Cheese Fresh Fruit Fruit Juice Milk
Oatmeal Round Dried Cranberries Fruit Juice Milk 21 Stuffed Bagel Fresh Fruit Fruit Juice Milk	17 Whole Grain Muffin Fruited Yogurt Fresh Fruit Fruit Juice Milk	18 Mini Waffles Fresh Fruit Applesauce Fruit Juice Milk	Sausage Pancake Stick Applesauce Fruit Juice Milk	Asst. Cereal Fresh Fruit Fruit Juice Milk

Hillsboro ISD Supper Grade Levels Served: PreK - 12 - Served at all Sites

	2	2	4	5
1	Beef Soft Taco	3	4	Popcorn Chicken
Chicken Alfredo Rotinin	Refried Beans	BBQ Pork Sandwich	Chicken Bacon Melt	Fries
Seasoned Peas	Whole Fruit	Glazed Carrots	Tater Tots	Craisins
Chilled Fruit	Carrots	Chilled Fruit	Applesauce	Fresh Carrots
Sliced Cucumbers	Milk	Celery Sticks	Sliced Cucumbers	Milk
Milk		Milk	Milk	
6	7	8	9	10
Cheese Burger	Beef Nachos	Pasta with Meatballs and	Chicken Nuggets	Turkey and Cheese Panini
Tater Tots	Pinto Beans	Marinara	Seasoned Peas	Side Salad
Chilled Fruit	Whole Fruit	Chilled Fruit	Whole Fruit	Chilled Fruit
Sliced Cucumbers	Carrots	Broccoli Florets	Sliced Cucumbers	Carrots
Milk	Milk	Milk	Milk	Milk
11	12	13	14	15
			Lasagna Style Pasta Bake	
Chicken Tenders	Chicken and Cheese Quesadilla		Broccoli	Buffalo Chicken Wrap
Potato Wedges	Black Beans	Tater Tots	Chilled Fruit	Chilled Fruit
Chilled Fruit	Whole Fruit	Chilled Fruit	Cucumbers	Carrots
Sliced Cucumbers	Carrots	Celery Sticks	Milk	Milk
Milk	Milk	Milk		
16	17	18	19	20
			Orange Chicken	
Crispy Chicken Sandwich	Chicken Tacos	Turkey and Cheese Sandwich	Brown Rice	Cheeseburger
Baked Beans	Mexican Style Corn	French Fries	Broccoli	Tater Tots
Chilled Fruit	Whole Fruit	Chilled Fruit	Whole Fruit	Chilled Fruit
Cucumbers	Carrots	Celery Sticks	Cucumbers	Carrots
Milk	Milk	Milk	Milk	Milk
24				
Chicken Alfredo Rotinin				
Seasoned Peas				
Chilled Fruit				
Sliced Cucumbers				
Milk				
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Hillsboro ISD After School Snacks Grade Levels Served PreK - 12 - Served at all Sites

1 Cheddar Cheese Cubes Milk	Goldfish Crackers Milk	3 Strawberry Banana Yogurt Milk	4 Nutrigrain Bar Milk	Carrots and String Cheese Milk
6 Cheerios Milk	7 Strawberry Banana Yogurt Milk	8 Apple Milk	9 Blueberry Muffin Milk	Banana and Goldfish Milk
Cheddar Cheese Cubes Milk	Goldfish Crackers Milk	13 Strawberry Banana Yogurt Milk	Carrots and Craisins Milk	15 Nutrigrain Bar Milk
16 Apple Milk	Apple Cinnamon Cheerios Milk	String Cheese and Goldfish Milk	19 Banana Muffin Milk	20 Strawberry Yogurt Milk
Cheddar Cheese Cubes Milk				