#1776

Request for Proposal and Contract

Catered School Meals

William A. Kirlew Junior Academy

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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SECTION 1

INSTRUCTIONS TO RESPONDENTS

1.1 Notice of Solicitation

This Request for Proposal (RFP) is for the purpose of obtaining responses from caterers and vendors to provide meal services for William A. Kirlew Junior Academy(SPONSOR/SFA). Child Nutrition Programs operated will include the United States Department of Agriculture's (USDA) National School Lunch Program (NSLP) and the programs checked below:

- ☒ School Breakfast Program (SBP)
- ☐ Afterschool Snack Program (ASP)
- ☐ Seamless Summer Option (SSO)
- ☐ Summer Food Service Program (SFSP)

_Williama A. Kirlew Junior Academy (SPONSOR/SFA) is a _private_____ (public, charter, private) school located in _____Miami Gardens_____, Florida. The goal of the Food Service Program is to provide nutritious, safe and appealing meals that support students' health and growth. Also the food should promote healthy eating habits.

RFP is available on WAKJA.com, Facebook page, and at the front desk of the school – 18900 N.W. 32 Ave, Miami Gardens, FL 33056

1.2 Proposal Submission

Responses should address each of the requirements set forth in this RFP. Please provide the requested information no later than _10:00 AM__ (time) AM/PM EST on June 3, 2026 (date) to the address below. Responses will be evaluated per the criteria specified in subsection 1.4, below.

William A. Kirlew Junior Academy (Sponsor name)

NSLP (Department)

_____Valrey Francis (Contact person)

_____18900 NW 32 Avenue__ (Address)

__Miami Gardens, FL 33056____ (City, State, Zip)

1.3 Timeline

__June 5, 2026_____, Solicitation available to public

__June 10, 2026_____, Proposal questions due

June 12, 2026, Proposal questions answered by publishing Addendum 1, if applicable

_____June 19, 2026_, Proposal submissions due by 10:00 am_ (time) EST

_June 22– June 23, 2026 , SFA review of Proposals

_____June 23 – June 29, 2026_____, SFA recommendation to FDACS and FDACS review

_____June 30, 2026_____, Contract Awarded

_____July 1, 2026_____, Vendor begins service

1.4 Evaluation Criteria

Proposals received will be reviewed to ensure all material have been submitted as specified in this RFP. The evaluation of proposals will be conducted in accordance with the below criteria. Contract award decision will be made based on the vendor that attains the greatest overall proposal score.

Price (Maximum 25 Points);:

- Lowest fixed meal rate 25 Points
- Second lowest fixed meal rate 15 Points
- All other responsive proposals 10 Points

Company Experience 25 Points

Experience will be evaluated as described below (Please provide an explanation of the operation, service, how many other sites are delivered, how vendor intends to successfully service this site). Vendor shall demonstrate experience in serving vended meals in the area of South Florida. Menus attached need to be for NSLP students and meet the USDA guidelines for students K-8.

10 points for 10+ years of experience in NSLP

5 points if less than 10 years

Vendors will also be receiving 15 points will be given to Vendors with at least 2 years of experience in making Vegetarian meals for NSLP.

Menus / Product Spec 30 Points

Menus should include a 4-week cycle. Vegetarian menus will be evaluated based on variety, availability of CNs and Recipes used, requirements being met…)

Menu Products and Specifications (Maximum 30 points): Menus Should include the following items: BBQ Meatless Meatballs, Pasta Dishes, Vegan Hot Dogs, Mac and Cheese, Beans and Rice and Meatless Crumbles for dishes like Tacos, Nachos… Menus

need to be vegetarian, no meat products. Looking for a customized menu that meet our students nutritional needs and our beliefs. Please provide all CN and PFS for these items. Committee will review the items and CN labels to evaluate the quality of the meals.

30 points will be awarded if all these dishes/items are on the menu. If only some of the items are available and on the menu, points will be deducted.

References (Maximum 10 points): Minimum of 3 references should be included.

20 points – Three (3) or more relevant, positive references

15 points – Two (2) relevant references

10 points – One (1) relevant reference

0 points – No references submitted

1.5 Attachments

1. Proposal Summary
2. Certification Regarding Lobbying
3. Disclosure of Lobbying Activities
4. Exhibit A – Location of school(s)
5. Exhibit B – Approved 15-day cycle menu
6. Exhibit C – Menu Planning Approach Guidelines
7. Exhibit D – Current Year School Calendar
8. Certification Regarding Drug-Free Workplace Requirements
9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
10. Certificate of Independent Price Determination

1.6 Questions and Site Visits

Questions concerning this RFP and requests for a site visit can be submitted in writing via email to valrey.francis@flcoe.org (email) All responses to questions received will be made in writing on __June 12, 2026 (date) and sent to all potential vendors.

1.7 Addenda

Revisions that modify the RFP documents, by addition, deletions, clarifications, or corrections will be issued in writing prior to the evaluation of the proposals.

GENERAL CONDITIONS

2.1 Proposals shall be submitted on the forms provided with these specifications. Proposals shall be in a sealed envelope properly marked with the title of the proposal, date and time of opening, and delivered to the address provided in subsection 1.2 no later than the time and date specified. All certifications contained herein must be signed and submitted with the proposal.

2.2 Proposal Deadline

The original copy of a vendor's proposal must be received at the address provided in subsection 1.2 no later than the time and date specified. The original will be dated and time-stamped upon receipt. Proposals received after the time and date specified in subsection 1.2 will result in rejection of the proposal.

2.3 Rejection of Proposal

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:

a. The proposal was received after the submission deadline;
b. The proposal was not signed by an authorized representative of the vendor;
c. The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP;
d. The proposal was incomplete or contained significant inconsistencies or inaccuracies.

2.4 Errors or Omissions

If SFA determines that a proposal contains a minor irregularity or an error, such as a transposition, extension, or footing error in figures that are presented, SFA may provide the vendor an opportunity to correct the error. Information that is required to be included in the proposal and is inadvertently omitted shall not be accepted under this error correction provision. All information required to be included in a proposal must be received by the date and time that proposals are due. SFA reserves the right to seek clarification from a vendor of any information contained in the proposal.

2.5 Deviations or Exceptions

Deviations or exceptions to the specifications provided in this RFP will not be considered.

2.6 Specifications and Conditions

By submitting a response to this RFP vendors are acknowledging that they have read the specifications and conditions provided in the RFP and that their proposal is made in accordance with the provisions of such specifications. Vendors further agree to deliver services that meet or exceed specifications provided in the RFP should they be awarded a contract for services.

2.7 Withdrawal of Proposal

Requests for withdrawal of a proposal may be considered if such a request is received in writing within 72 hours after the proposal opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor. If a request for withdrawal is not received, a vendor shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

2.8 Bid Bonds *Required for SFSP*

Bids over $250,000 shall include a bid bond in the amount of 5% of the estimated contract value. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

Bid bonds will be returned (a) to unsuccessful proposers as soon as practicable after the opening of bids and (b) to the successful proposer upon execution of such further contractual documents and bonds as may be required by the proposal as accepted.

2.9 Performance Bonds *Required for SFSP*

The successful proposer shall provide the SFA with a performance bond in the amount of 10% of the contract price. The bond shall be executed by the FSMC and a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

The performance bond shall be furnished not later than ten days following award of the contract, but in all cases prior to commencement of performance.

2.10 Proposal Modifications

Requests for modifications of a proposal may be considered if such request is received in writing within 72 hours after the proposal opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor. If a request for modification is not received, a vendor shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

2.11 Competition

Per 2 CFR 200.319(b) and to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

2.12 Prohibition of Gratuities

By submission of a proposal, a vendor certifies that no employee of SFA has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

2.13 Vendor Research

SFA reserves the right to research any vendor submitting a proposal in response to this RFP to ensure the vendor's ability to perform the services as specified.

2.14 Conditions for Acceptance

Vendors must submit a proposal meeting the requirements of the RFP to include the required attachments and certifications signed by the authorized official

2.15 Proposal computation method

Estimated totals must be carried out to the second decimal place and must not be rounded.

2.16 Protest of the RFP

Any adversely affected person who desires to file a formal protest to this RFP must do so in accordance with chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

2.17 Copyrights

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for SFA purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or contractor purchases ownership with grant support. 2 C.F.R Appendix II to Part 200

2.18 Patents

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for SFA purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 2 C.F.R Appendix II to Part 200

2.19 Jessica Lunsford Act

The Vendor shall ensure, at its own expense, that required fingerprint-based criminal history record checks are conducted on all vendor employees assigned to the SFA and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32, Florida Statutes.

2.20 Federal Debarment Certification

The prospective proposer certifies, by submission and signature of this proposal, that the proposer complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

(1) The prospective lower tier ($25,000) participant certifies, by submission and of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

2.21 Public Entity Crimes Certification

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entities, may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.22 Drug-Free Workplace Certification

In accordance with Florida Statute 287.087, whenever two or more proposals, proposals, or replies that are equal with respect to price, quality, and service are received by a school food authority for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug-Free Workplace Program by signing the enclosed Drug-Free Workplace Certification Form, shall be given preference in the award process.

SECTION 3
SCOPE

3.1 The VENDOR shall provide the type of food service at sites as specified on Exhibit A. The SFA may add or remove sites and/or meal periods for programs covered by this contract from Exhibit A at any time during the period of the contract unless the addition or removal of sites and/or meal periods creates a material or substantive contract change.

3.2 The SFA reserves the right to maintain, add to, and/or remove present food and beverage vending machines in its facilities.

3.3 The VENDOR shall be an independent contractor and not an employee of the SFA. The employees of the vendor shall be considered solely employees of the vendor and shall not be considered employees or agents of the SFA in any fashion.

3.4 The VENDOR shall provide food service in compliance with the rules and regulations of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs.

SECTION 4
SCHOOL FOOD AUTHORITY RESPONSIBILITIES

4.1 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA. The SFA must authorize any deviations from the approved menu cycle.

4.2 The SFA may request menu changes periodically throughout the contract period and shall inform the vendor of any adjustments to menus and monitor the implementation of adjustments.

4.3 The SFA orders meals on a daily (specify daily, weekly, etc.) basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a twenty-four-hour notice to the vendor.

4.4 The SFA shall ensure the food service is in conformance with its *Permanent Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*.

4.5 The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.

4.6 The SFA shall ensure USDA Foods received for use by the SFA and made available to the VENDOR are utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.

4.7 The SFA shall maintain and visibly post applicable health certification and assure all state and local regulations are met where meals are served at the SFA facilities.

4.8 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.

SECTION 5
VENDOR RESPONSIBILITIES

5.1 The VENDOR shall provide its services hereunder at all times in accordance with generally accepted standards of care and best practices in the industry.

5.2 The VENDOR shall deliver meals as requested by the SFA to sites at the specified locations at the times listed on Exhibit A or as designated by the SFA.

5.3 The VENDOR shall adhere to the 15-day cycle menu(s) and portion sizes specified by the SFA on Exhibit B for the first 15 days of meal service. Thereafter, changes in the menu(s) may be made with prior approval of the SFA. The meals must meet the Food-Based Menu Planning Approach as designated herein by the SFA for each Term of the Contract and all subsequent renewals, if applicable. Meals must meet or exceed the calories and meet the nutrient standards for National School Lunch, School Breakfast, and/or summer meals programs for the age/grade groups of school children and as listed in Exhibit C.

5.4 The serving sizes provided by the SFA on the 15-day cycle menu(s) are, in most cases, based on the required minimum serving sizes stated in Exhibit C. If the serving sizes for the food items indicated on the menu(s) do not meet the required weekly calorie and nutrient standards as stated in Exhibit C, the vendor must increase serving sizes and/or provide additional food items as necessary to meet the calorie and nutrient standards without altering the 15-day cycle menu(s). Serving sizes may not be decreased unless otherwise stated in this *Request for Proposal and Contract*. The vendor shall provide the menu cycle to the SFA ten days prior to the month it begins.

5.5 The VENDOR shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels in the National School Lunch, School Breakfast, and/or Summer Food Service Program meals, as applicable.

5.6 The VENDOR is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. § 15b when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, USDA. In the case of a student with disabilities, the statement must be signed by a medical doctor. For students without disabilities, the statement must be signed by a recognized medical authority.

5.7 The vendor shall be responsible for the quality and wholesomeness of meals up to and including delivery to the SFA.

SECTION 6
INVOICING AND PAYMENT

6.1 The Vendor shall submit itemized invoices to the SFA bi-weekly or monthly. Invoices shall specify the number of meals provided to the SFA and the unit price for each meal type.

6.2 The SFA shall pay the Vendor the unit price specified in the Proposal Summary times meals provided as specified in the invoice. The SFA shall pay:

6.2.1 According to the time frame as stated on the Vendor's invoice; or

6.2.2 Five (5) business days after receiving Meal Claim Reimbursement; whichever occurs sooner.

6.2.3 No later than forty-one days (41) calendar days of its receipt of the invoice from the Vendor.

6.3 The Vendor shall use the following delinquent payment notification procedures in order to exercise its right to demand payment from the SFA:

6.3.1 For invoices not paid within forty-two (42) calendar days after the SFA received the invoice, the Vendor shall send the SFA a notice letter with a copy of the original invoice attached. The Vendor shall also provide a copy of the notice letter to the FDACS.

6.3.2 When an invoice previously noticed when delinquent forty-two (42) calendar days is still delinquent and not paid in full within sixty-three (63) calendar days after the SFA received the invoice, the Vendor must provide a second letter to the SFA with a copy of the original invoice attached and provide a copy to the FDACS.

6.3.3 The Vendor may suspend service or terminate its contract with the SFA if the SFA has failed to make full and complete payment for any invoice sixty-three (63) or more calendar days after the invoice was received. The Vendor's failure to terminate its contract shall not waive its right to seek payment under appropriate Florida Law and procedures.

SECTION 7
USDA FOODS

7.1 Any USDA Foods received for use by the SFA and made available to the VENDOR shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.

7.2 The VENDOR shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to the approval of the SFA.

7.3 The VENDOR shall manage all USDA Foods to ensure the foods are utilized in the SFA's food service.

7.4 The VENDOR shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service. Commercially-purchased foods shall not be substituted for these foods.

7.5 The VENDOR shall utilize all other USDA Foods, or substitute commercially-purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, in the SFA's food service.

7.6 The VENDOR shall credit the SFA's monthly bill/invoice the current market value of all USDA foods received during each Contract Term as the foods are used in the SFA's food service. The VENDOR must credit the SFA for all USDA Foods received for use in the SFA's food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.

7.7 Credit issued by the VENDOR to the SFA for USDA foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the FDACS.

7.8 The current value of USDA Foods is based on the information listed on the SFA's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the FDACS.

7.9 The SFA shall ensure the method and timing of crediting do not cause its cash resources to exceed limits established in 7 C.F.R. § 210.9(b)(2).

7.10 At the end of each Contract Term and upon expiration or termination of the Contract, a reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the VENDOR during each Contract Term for use in the SFA's food service.

7.11 The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting the FDACS or processor as applicable.

7.12 The SFA reserves the right to conduct commodity credit audits throughout each Contract Term to ensure compliance with federal regulations 7 C.F.R. Part 210 and Part 250.

7.13 The VENDOR must accept liability for any negligence on their part that results in any loss, damage, out-of-condition, or improper use of USDA Foods not yet credited to the SFA, and shall credit the SFA either monthly or through a fiscal year-end reconciliation.

7.14 The SFA and VENDOR shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and VENDOR cannot agree on end products, the VENDOR shall utilize USDA Foods in the form furnished by the.

7.15 If the VENDOR acts as an intermediary between a processor and the SFA, the VENDOR shall credit the SFA the current market value of the USDA Foods contained in the processed end products unless the processor is providing such credit to the SFA. Such credit shall be issued to the SFA on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.

7.16 The VENDOR shall not enter into any processing agreements with a processor as required in subpart C of 7 C.F.R. Part 250. The VENDOR shall also not enter into any subcontracts for further processing of USDA Foods.

7.17 The VENDOR shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The VENDOR must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods.

7.18 The SFA, the FDACS, the Auditor General, and the USDA, or their duly authorized representatives, may perform on-site reviews of the VENDOR's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 C.F.R. Part 210 and Part 250.

7.19 The VENDOR shall return all unused USDA ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.

7.20 At the discretion of the SFA, the VENDOR may be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.

7.21 The SFA shall retain title to all USDA Foods provided to the VENDOR for use in the SFA's food service.

7.22 USDA donated foods or processed end products containing USDA-donated foods shall not be used for catering or special functions conducted outside of the nonprofit school food service.

SECTION 8
PURCHASES/BUY AMERICAN

8.1 The VENDOR shall retain title of all purchased food and nonfood items.

8.2 The VENDOR shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States.

8.3 The VENDOR shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.

8.4 The VENDOR may substitute commercially-purchased foods for all other USDA Foods received. All commercially-purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.

8.5 The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.

8.6 The VENDOR shall certify the percentage of U.S. content in the products supplied to the SFA.

8.7 The SFA reserves the right to review VENDOR purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. Part 250.

8.8 The VENDOR shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.

8.9 The VENDOR must request approval for exceptions to Buy American Provision from Sponsor prior to delivery. Requests should include documentation such as cost or availability data. Sponsor must document when an exception is approved, including all Buy American Provision requirements as stated in 7 CFR Part 210.21(d)/ and FNS Policy Memo SP 38-2017. The following must be documented for each approval:

8.9.1 Consideration made for the use of domestic alternative foods before approving an exception.
8.9.2 The use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
8.9.3 The use of a non-domestic alternative food due to the domestic food not being produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

SECTION 9
EQUIPMENT

9.1 The William A. Kirlew Junior Academy____ (specify *SFA* or *VENDOR*) shall provide all equipment to hold and serve the meals.

9.2 The SFA shall repair and service SFA-owned equipment except when damages result from the use of less-than-reasonable care by VENDOR employees as determined by the SFA.

9.3 The VENDOR shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all VENDOR-owned property and equipment.

9.4 The SFA shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the VENDOR.

9.5 The VENDOR shall not remove food preparation or serving equipment owned by the SFA from the SFA's premises.

9.6 The SFA must give prior approval and have final authority for the purchase of equipment used for storage, preparation, serving, or delivery of school meals.

9.7 The VENDOR shall retain title to all VENDOR-owned property and equipment when placed in service.

9.8 Upon expiration or termination of the Contract, it shall be the VENDOR's responsibility to remove all VENDOR-owned property and equipment within a timely manner and without damage to SFA facilities.

9.9 The SFA shall retain title to all SFA-owned property and equipment when placed in service. If the property and/or equipment is amortized through the VENDOR and the Contract expires or is terminated, the SFA can return the property to the VENDOR for the full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

SECTION 10
INSPECTION OF FACILITY

10.1 The SFA, the FDACS, and the USDA reserve the right to inspect the VENDOR's preparation and storage facilities, and transporting vehicles prior to the award of the Contract and without notice at any time during each Contract Term, including the right to be present during preparation and delivery of meals.

10.2 The VENDOR must provide meals when requested for periodic inspection by the local or state health department or an independent agency to determine the bacterial levels in the meals served.

SECTION 11
DELIVERY REQUIREMENTS AND NONCOMPLIANCE

11.1 Meals must be delivered in accordance with the approved menu cycle.

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

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

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

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

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

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

11.8 The SFA will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed on Exhibit A, or as otherwise stated in this Contract.

SECTION 12
PACKAGING REQUIREMENTS

12.1 Hot meal unit—Packaging suitable for maintaining components at temperatures in accordance with state and local health standards. The container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 350°F (204°C) or higher.

12.2 Hot bulk meals must be in stainless steel containers with lids with a depth of no more than four inches.

12.3 Cold meal unit or unnecessary to heat—Container and overlay to be plastic or paper and non-toxic.

12.4 Cold meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.

12.5 Cartons—Each carton shall be labeled to meet state or local requirements. The label should include the following:
- Processor's name, address, and zip code
- Food items and meal type
- Date of production
- Quantity of individual units per carton

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

12.7 All refrigerated food shall be delivered at an internal temperature of 40°F or below.

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

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

SECTION 13
MEAL PRICING

13.1 All proposals must be calculated based on the menu(s) in Exhibit B. Milk will be supplied by the _____VENDOR_____ (specify VENDOR or SFA).

13.2 The price per meal must include the meal _____including_____(specify excluding or including) milk, condiments applicable to the menu, serving utensils if applicable, packaging and containers needed to transport food in a sanitary manner, and transportation to and from the SFA.

13.3 All proposals must be submitted using the *Proposal Summary* form attached herein. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.

13.4 The proposal price(s) must be calculated net of applicable discounts, rebates, and credits received by the VENDOR and must not include the use of commodities, alternate pricing structures such as guaranteed commodity credits, or Offer versus Serve credits unless otherwise stated herein.

13.5 The SFA is not obligated to purchase any minimum number or dollar amount of meals under this Contract.

13.6 The VENDOR shall receive a fixed meal rate for each reimbursable school breakfast, school lunch, after-school snack and/or summer food service meal served.

13.7 The VENDOR must submit all invoices pertaining to the SFA nonprofit food service within 30 days of the last day of each month or the final day of the program.

13.8 The VENDOR shall receive no payment for meals that are spoiled or unwholesome at the time of serving, that do not meet the detailed specifications for each food component or menu item in accordance with 7 C.F.R. Part 210, or that do not otherwise meet the requirements of the Contract.

13.9 The VENDOR cannot provide guaranteed USDA Foods credits. The VENDOR shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods as designated herein. Credit issued by the VENDOR to the SFA for USDA Foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the FDACS. Prior to the expiration of each Contract Term, the SFA shall be credited in full for all USDA Foods received.

13.10 The VENDOR shall submit separate billing for special functions conducted outside of the nonprofit school food service account.

13.11 The fixed meal rate for meals must be calculated as if no commodities were available.

SECTION 14
REVENUE

14.1 The SFA shall receive all revenue from the food service.

14.2 All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's nonprofit food service account.

14.3 If reimbursement is denied as a direct result of the failure of the VENDOR to comply with the provisions of this Contract, the VENDOR shall assume responsibility for the amount denied.

SECTION 15
LICENSES, CERTIFICATIONS, AND TAXES

15.1 Throughout the Term of the Contract and each renewal Term, the VENDOR shall obtain and maintain all applicable licenses and permits required by federal, state, and local law.

15.2 The VENDOR shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals, if applicable, and must maintain this health certification for each Contract Term.

SECTION 16
RECORD KEEPING

16.1 The VENDOR shall retain all records relating to food service production and delivery for the initial contract and all subsequent renewals for a period of five years either from the date the final contract renewal period has expired, receipt of final payment under the contract is recorded, or after the SFA submits the final Claim for Reimbursement for the final fiscal year of the contract, whichever occurs last.

16.2 The VENDOR shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following:

16.2.1 The receipt, use, storage, and inventory of USDA Foods;

16.2.2 Monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and

16.2.3 Documentation of credits issued to the SFA for USDA Foods received.

16.3 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the FDACS, the USDA, the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

16.4 The VENDOR accepts liability for any overclaims due to VENDOR negligence or noncompliance with regulations, including those overclaims based on review or audit findings.

16.5 All records relating to the Contract, including subsequent Renewal Terms, if applicable, are property of the SFA and shall be maintained in original form on SFA premises for the duration of the Contract. At any time during the Contract, the SFA reserves the right to require the VENDOR to surrender all records relating to the Contract to the SFA within 30 days of such request. Such records shall include, but are not limited to:

- All data, materials, and products created by the VENDOR on behalf of the SFA and in furtherance of the Services
- Production records, including quantities and amounts of food used in the preparation of each meal and food component of menus
- Standardized recipes and yield from recipes as deemed necessary per the requirements of paragraph 15.8
- Processed product nutritional analysis
- Dates of preparation of meals
- Number of meals and locations where meals were delivered

- Signed delivery slips
- Nutritional content of individual food items and meals as delivered
- Bills charged to SFA for meals delivered under this contract including the credit of USDA foods where applicable
- Inventory records
- Food and proposal specifications
- All documents and records as noted in this *Request For Proposal and Contract*

16.6 Upon expiration or termination of the Contract, the VENDOR shall surrender all records as noted above, relating to the initial Contract and all subsequent renewal Terms, if applicable, to the SFA within 30 days of the Contract expiration or termination.

16.7 The SFA shall retain all records relating to the initial contract and all subsequent renewals for the longer of the retention periods required by federal, state, or local laws and regulations that govern the SFA regarding recordkeeping and records retention.

16.8 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the FDACS, the USDA, the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

SECTION 17
TERMS AND TERMINATION

17.1 This Contract is effective for a one-year period commencing _____July 1, 2026____ through _____June 30. 2027___, (the "Contract Term" or "Term") with options to renew yearly not to exceed four (4) additional years (each a "Renewal Term").

17.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions.

17.3 Either the SFA or VENDOR can terminate this Contract for cause or for convenience with a sixty- (60) day written notification. Following sixty- (60) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the VENDOR.

17.4 Following any termination for convenience, the VENDOR shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination. The SFA shall have the right to receive services from the Contractor through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.

17.5 Notwithstanding the notice period in paragraph 17.3, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the VENDOR if the SFA determines that the actions, or failure to act, of the VENDOR, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the SFA determines that the VENDOR lacks the financial resources to perform under the Contract.

17.6 If the VENDOR fails to perform to the SFA's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the VENDOR requesting that the breach or noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any VENDOR default shall be borne by the VENDOR at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the VENDOR upon demand.

17.7 Neither the VENDOR nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). The SFA may cancel the Contract without penalty if the VENDOR's performance does not resume within 30 days of the VENDOR's interruption of services due to an Act of God.

17.8 The only rates and fees that may be adjusted in subsequent Contract Terms are the fixed rates contained herein. Before any fixed rate adjustments can be implemented as part of a Contract renewal agreement, the VENDOR shall document to the SFA, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent Contract Terms must not exceed the *Consumer Price Index for Urban Consumers—Food Away From Home* annualized rate for December of the current school year. Individual per meal fixed rate and applicable fixed fee increases cannot exceed the CPI as stated above. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost.

SECTION 18
GENERAL CONTRACT TERMS

18.1 No provision of this Contract shall be assigned or subcontracted without the prior written consent of the SFA.

18.2 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and VENDOR and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.

18.3 Each party to this Contract represents and warrants to the other that: (a) it has the right, power, and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

18.4 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 all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.

18.5 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.

18.6 Payments on any claim shall not prevent the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.

18.7 It is further agreed between the SFA and VENDOR that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this Contract.

18.8 Minority-Owned Business Enterprise.

Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:

18.8.1 Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses, and women's business enterprises on solicitation lists;

18.8.2 Assuring that small businesses, minority-owned businesses, and women's businesses are solicited whenever they are potential sources;

18.8.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses, and women's business participation;

18.8.4 Where the requirement permits, establishing delivery schedules that will encourage participation by small businesses, minority-owned businesses, and women's businesses;

18.8.5 Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.

18.9 The Vendor hereby agrees that it will comply with:

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

18.10 If this Contract is in excess of $100,000, the SFA and VENDOR shall comply with all applicable standards, orders, and regulations, including but not limited to:

- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*);
- *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200); and
- *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (2 C.F.R Appendix II to Part 200).
- *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction, n*on-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

18.11 The VENDOR certifies compliance with:

- Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871);
- Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5);
- Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3); and
- Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Procurement of Recovered Materials. (Stat. 200.323 Solid Waste Disposal Act)

18.12 The VENDOR is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

18.13 The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the VENDOR. The SFA has full responsibility for ensuring the terms of the Contract are fulfilled.

18.14 To the fullest extent permitted by law, the VENDOR agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the VENDOR, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the VENDOR or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the VENDOR herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the VENDOR's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

SECTION 19
FOOD SPECIFICATIONS

19.1 All USDA Foods offered to the SFA and made available to the VENDOR are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

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

19.2 All breads, bread alternates, and grains must be whole grain or whole grain-rich. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on USDA's *Exhibit A: School Lunch and Breakfast*. Ready-to-Eat (RTE) breakfast cereals must list a whole grain as the primary ingredient and the cereal must be fortified. RTE cereals that are made from 100 percent whole grains do not have to be fortified. If applicable, the product should be in moisture-proof wrapping the and pack-code date provided.

19.3 All meat and poultry must have been inspected by the USDA and must be free from off-color or odor.

19.3.1 Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat or better.

19.3.2 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 the USDA.

19.3.3 For breaded and battered meat/meat alternate items, all flours must be whole grain or whole grain-rich, and breading/batter must not make up more than 30 percent of the weight of the finished product. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets the previous program requirements for grains/breads and are not creditable toward a grain serving.

19.3.4 For sausage patties, the maximum fat allowed is 50 percent by weight; the industry standard of 38 to 42 percent fat is preferred.

19.4 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork, and/or poultry. No meat by-products, fillers, extenders, non-fat milk solids, or cereal will be allowed except to include those products containing Alternate Protein Products (APP) within the limits specified in 9 CFR 319.180(e) and meeting the requirements of Appendix A of 7 CFR 210, 220, 225, and 226. No other binders and extenders may be used in conjunction with the APP to receive the ounce-per-ounce crediting. Meats must not show evidence of greening, streaking, or other discoloration.

19.5 All cheese should be free of mold and undesirable flavor and odors; pasteurized when applicable; and preferably reduced- or low-fat. Hard cheese should have a bright, uniform, attractive appearance, and demonstrate satisfactory meltability. Soft (e.g., cottage cheese) and hard cheese should have a pleasing flavor; and contain proper moisture and salt content. Cream cheese, if offered, may be offered as an extra food or condiment. Any item labeled as "imitation" cheese or cheese "product" does not meet the requirements for use in food-based menu planning approaches and is not creditable toward meal pattern requirements.

19.6 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets the previous program requirements for grains/breads and are not creditable toward a grain serving.

19.7 All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fruits must 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 15-day cycle menu requirements.

19.8 All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fresh vegetables must meet the food distributors' second-quality level. Fresh vegetables should have characteristic color and good flavor, be well shaped, and be free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 15-day cycle menu requirements

19.9 All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and should be reduced-sodium, low-sodium, or no added salt.

19.10 All canned fruits must meet the food distributors' second quality level (standard). Canned fruit must be packed in juice, water, or light syrup, and all frozen or dried fruit must have no added sweetener (nutritive or non-nutritive).

19.11 All fruit juices must be 100 percent, full-strength juice.

19.12 Eggs must be 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.

19.13 Sauces, (i.e., spaghetti, pizza) and gravy must be smooth and uniform in color with no foreign substance, flavor, odor, or off-color.

19.14 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.

19.15 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

19.16 When the specification calls for “Brand Name or Equivalent”, the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.

19.17 Breakfast and lunch program meals must meet the sodium target level prescribed in 7 C.F.R. section 210.10 for the applicable school year.

19.18 Nutrition labels or manufacturer specifications must indicate zero grams of added trans-fat (less than 0.5 grams) per serving. Meats that contain a minimal amount of naturally-occurring trans fats are allowed in the school meal programs.

19.19 USDA requires SFAs to offer two fluid milk choices daily. Fluid milk choices must be from unflavored low-fat (1 percent milk fat) or fat-free, flavored ,or unflavored.

SFA Name: William A. Kirlew Junior Academy Sponsor Number ___1776____

PROPOSAL SUMMARY

Request for Proposal and Contract
Nonprofit School Food Service

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning _____July 1, 2026_____, [Mo/Day/Year], and ending _June 30, 2027_____, [Mo/Day/Year], and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the proposer and the school food authority (SFA). The proposer shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/Contract.

PER MEAL RATES MUST BE QUOTED AS IF NO USDA FOODS WILL BE RECEIVED

		Units[1]	Rate	Total[2]
1. Reimbursable Breakfast		1. _____3,600____	1. _____	1. _____
2. Reimbursable Lunches	(K-8)	2. ___18,000_____	2. _____	2. _____
2. Reimbursable Lunches	(6-8)	2. _____	2. _____	2. _____
2. Reimbursable Lunches	(9-12)	2. _____	2. _____	2. _____
3. Reimbursable After-School Snacks		3. _____	3. _____	3. _____
Total Estimated Amount of Contract[2]				$ _____

[1] *"Units" equals the number of estimated students participating daily in NSLP, multiplied by the number of days meals will be served during the Contract Term.*

[2] *All totals must be carried out to the second decimal place and must not be rounded.*

By submission of this proposal, the proposer certifies that in the event the proposer receives an award under this solicitation, the proposer shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year Renewal Terms.

_____
Vendor

_____
Street Address

_____
City State Zip Code

_____
Signature of Authorized Proposer Title Date

ACCEPTANCE OF CONTRACT

_____
Name of Sponsor Representative **Title**

_____
Signature of Authorized Sponsor Representative **Date**

EXHIBIT A
SITE INFORMATION LIST

Sponsor Name: William A. Kirlew Junior Academy Sponsor Number 1776

Site Name & Address	Enrollment	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
					Begin	End
William A. Kirlew Junior Academy - NSLP *1890 N.W. 32 Avenue* *Miami Gardens, FL 33056*	*150*	*180*	*20* *100*	*Breakfast* *Lunch*	*7:30am* *11:00am*	*7:45am* *12:30pm*

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

By _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____
Name of Grantee

_____
Title of Grant Program

Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. proposal/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying 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 than $10,000 and not more than $100,000 for each such failure.	**Signature: _____** **Print Name:_____** **Title:_____** **Telephone No.: _____ Date: _____**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change 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 is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee 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 “Subawardee,” then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the 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; Invitations to Proposal (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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 items 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. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Grades K-8 Lunch Menu Planning Template-Five Day

EXHIBIT B

Meal Components	Minimum Per Day	Minimum Per Week	Notes
Milk	**1 cup**	**5 cups**	A minimum of two choices must be offered: • Fat-free flavored and unflavored milk and/or • Low-fat (1%) flavored and unflavored milk Unflavored milk must be offered at every meal.
Fruit	**½ cup**	**2 ½ cups**	May be from a single source or from a combination of two or more smaller portions with 1/8 cup being the smallest creditable amount. ¼ cup of dried fruit credits as ½ cup of fruit. 100% (full-strength) fruit and vegetable juices are creditable ounce-for-ounce but no more than half of the fruit offerings planned for both breakfast and lunch may be in the form of juice.
Vegetables	**¾ cup**	**3 ¾ cups**	See the template for minimum weekly subgroup amounts. 1 cup of leafy green vegetables credits as ½ cup of vegetables.
Meat/Meat Alternate	**1 oz. eq.**	**9 oz. eq.**	Contribution in oz. eq. is the cooked amount. The following provide 1 oz. eq. M/MA: ○ 1-ounce lean meat, poultry, fish, or cheese (*most cheeses credit ounce-for-ounce) ○ ¼ cup ricotta or cottage cheese or shredded cheese (e.g. American, mozzarella or cheddar) ○ ¼ cup cooked dry beans or peas ○ ½ cup yogurt ○ ½ large egg ○ 2 tablespoons peanut or other nut or seed butters
Grains	**1 oz. eq.**	**8 oz. eq.**	80% of the grains offered must be whole grain or whole grain-rich. Cooked cereals/grains should be listed in cups (e.g. pasta, rice). More information on crediting grains can be found in the USDA Food Buying Guide and Tools for Schools.
Daily amount based on the weekly average: 600-650 calories; sodium ≤ 1,230 mg; < 10% of total calories from saturated fat; 0 grams trans fat			

INSTRUCTIONS:

Please obtain one of the following forms of documentation for each item that consists of 2 or more ingredients:

- Recipe that includes the ingredients and ingredient amounts by weight and volume, serving size, and total yield (number of servings)
- USDA-Authorized CN Label (provide a digital photo or photocopy of the CN Label and the nutrition facts with ingredient list) or
- Product formulation statement on manufacturer's letterhead that demonstrates how the processed product contributes to the meal pattern requirement and digital photo or photocopy of the product's nutrition facts with the ingredient list.

For each grain item, obtain one of the following forms of documentation:

- Digital photo or photocopy of the product's ingredient list showing whole grain as the primary ingredient by weight
- Digital photo or photocopy of the food label showing the amount of whole grain in grams for the appropriate NSLP/SBP serving size or one of the FDA whole-grain health claims
- USDA-Authorized CN Label
- Product formulation statement on manufacturer letterhead or

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group: K-8

		Day 1	Day 2	Day 3	Day 4	Day 5
COMPONENTS ↓	**MENU NAME →**	**Chicken Nuggets** ***(Alt: Baked Chicken w/ WGR Roll)***	**Beef Tacos**	**Chicken Alfredo**	**Cheeseburger**	**Pizza** ***(Alt: Whole Grain Flatbread Pizza)***
Meat/Meat Alternates Daily minimum: 1 oz. eq. Weekly minimum: 9 oz. eq.	Item	Chicken Nuggets[4] *(Or Baked Chicken)*	Ground Beef	Diced Chicken	Beef Patty	Frozen Pizza[4] *(Or Mozzarella Cheese)*
	Portion	~3-5 oz, check label *(Or 2 oz meat portion only)*	1 ½ oz (cooked)	Per 1 cup portion	2 oz (cooked)	1 slice *(Or 2 oz cheese)*
	Contribution (oz. eq.)	2 oz eq	1 ½ oz eq	2 ¼ oz eq	2 oz eq	2 oz eq
	2nd Item (If planned)		Cheese, Shredded		Cheese	
	Portion		2 Tbsp		½ oz slice	
	Contribution (oz. eq.)		½ oz eq		½ oz eq	
Grains[2] Daily minimum: 1 oz. eq. Weekly minimum: 8 oz. eq.	Item	WGR Breading[3] *(Or WGR Roll)*	WGR Taco Shells[3]	WGR Pasta[3]	WGR Hamburger Bun[3]	WGR Crust[3] *(Or WGR Flatbread[3])*
	Portion	1 oz	2 hard or 1 soft (≥21 g)	Per 1 cup portion	2 oz	1 slice *(Or 2 oz WGR flatbread)*
	Contribution (oz. eq.)	1 oz eq	¾ oz eq	1 ¼ oz eq	2 oz eq	2 oz eq
	2nd Item (If planned)		Brown Rice			
	Portion		½ cup			
	Contribution (oz. eq.)		1 oz eq			
Fruits[1] Daily minimum: 1/2 cup	Item	Fruit	Fruit or Juice	Fruit	Fruit or Juice	Fruit
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup

[1]Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.
[2]Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.
[3]To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to USDA's Whole Grain Resource.
[4]Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Vegetables Minimum 3/4 cup per day		Day 1	Day 2	Day 3	Day 4	Day 5
Dark Green Weekly minimum: 1/2 cup	Item		Romaine	Broccoli	Romaine	
	Portion in cups		½ cup (credits ¼ cup)	½ cup	½ cup (credits ¼ cup)	
Red/Orange Weekly minimum: 3/4 cup	Item		Tomato Salsa	Carrots	Tomato	Carrots
	Portion in cups		¼ cup	½ cup	¼ cup	½ cup
Beans Weekly minimum: 1/2 cup	Item		Black Beans or Pinto Beans			
	Portion in cups		½ cup			
Starchy Weekly minimum: 1/2 cup	Item	Mashed Potatoes			Corn	
	Portion in cups	½ cup			½ cup	
Other Vegetables Weekly minimum: 1/2 cup	Item	Green Beans				Celery or Cucumber
	Portion in cups	½ cup				½ cup
Other Foods	Item					*Pizza Toppings (optional)*
	Portion in cups					*1 Tbsp*
Condiments	Item	Sauce Choice Ketchup, Honey Mustard, BBQ, Light Ranch, etc.			Ketchup and Mustard	Light Dressing
	Portion size	1 oz (2 Tbsp)			1 packet each	1 oz (2 tbsp)

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group: K-8

		Day 6	Day 7	Day 8	Day 9	Day 10
COMPONENTS ↓	**MENU NAME →**	**Baked Chicken w/WGR Roll**	**Nachos**	**Macaroni & Cheese w/WGR Roll**	**Teriyaki Chicken w/Fried Rice**	**Pizza** *(Alt: Whole Grain Flatbread Pizza)*
Meat/Meat Alternates Daily minimum: 1 oz. eq. Weekly minimum: 9 oz. eq.	Item	Baked Chicken	Ground Beef w/Cheese	Cheese	Diced Chicken (Grilled, Roasted, or Pan-Fried)	Frozen Pizza[4] *(Or Mozzarella Cheese)*
	Portion	2 oz (cooked, meat-only)	¼ cup	Per 2/3 cup portion	2 oz	1 slice *(Or 2 oz cheese)*
	Contribution (oz. eq.)	2 oz eq	2 oz eq	2 oz eq	2 oz eq	2 oz eq
	2nd Item (If planned)				Fried Rice (Egg in recipe)	
	Portion				Per ¾ cup portion	
	Contribution (oz. eq.)				½ oz eq	
Grains[2] Daily minimum: 1 oz. eq. Weekly minimum: 8 oz. eq.	Item	WGR Roll[3]	WGR Tortilla Chips[3]	WG Macaroni[3]	Fried Rice (Brown Rice in recipe)	WGR Crust[3] *(Or WGR Flatbread[3])*
	Portion	1 oz	1 ½ oz	Per 2/3 cup portion	Per ¾ cup portion	1 slice *(Or 2 oz WGR flatbread)*
	Contribution (oz. eq.)	1 oz eq	1 ½ oz eq	¾ oz eq	1 oz eq	2 oz eq
	2nd Item (If planned)			WGR Roll[3]	WGR Sugar Cookie	
	Portion			1 oz	2.2 oz	
	Contribution (oz. eq.)			1 oz eq	1 oz eq	
Fruits[1] Daily minimum: 1/2 cup	Item	Fruit	Fruit or Juice	Fruit	Fruit or Juice	Fruit
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup

[1]Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.
[2]Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.
[3]To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to USDA's Whole Grain Resource.
[4]Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Vegetables Minimum 3/4 cup per day		Day 6	Day 7	Day 8	Day 9	Day 10
Dark Green Weekly minimum: 1/2 cup	Item		Romaine	Romaine	Broccoli	Romaine
	Portion in cups		½ cup (credits ¼ cup)	½ cup (credits ¼ cup)	½ cup	½ cup (credits ¼ cup)
Red/Orange Weekly minimum: 3/4 cup	Item	Sweet Potato Fries or Tots	Salsa	Tomato	Carrots	Tomato
	Portion in cups	½ cup	¼ cup	1/8 cup	½ cup	1/8 cup
Beans Weekly minimum: 1/2 cup	Item		Black Beans			
	Portion in cups		½ cup			
Starchy Weekly minimum: 1/2 cup	Item			Green Peas		Corn
	Portion in cups			½ cup		½ cup
Other Vegetables Weekly minimum: 1/2 cup	Item	Green Beans		Cucumber		Cucumber
	Portion in cups	½ cup		1/8 cup		1/8 cup
Other Foods	Item					*Pizza Toppings (optional)*
	Portion in cups					*1 Tbsp*
Condiments	Item				Teriyaki or Sesame Ginger Sauce	
	Portion size				1 Tbsp	

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group: K-8

COMPONENTS ↓	MENU NAME →	Day 11 Chicken Sandwich	Day 12 Burrito Bowl w/Brown Rice	Day 13 Spaghetti w/ Meatballs *(Alt: Mega Meatball w/Pasta)*	Day 14 Curry Chicken Casserole	Day 15 Pizza* *(Alt: Whole Grain Flatbread Pizza)*
Meat/Meat Alternates Daily minimum: 1 oz. eq. Weekly minimum: 9 oz. eq.	Item	Chicken	Diced Chicken, Beef or Turkey Taco Meat	Meatballs[4] *(Or Ground Beef)*	Diced Chicken (in recipe)	Frozen Pizza[4] *(Or Mozzarella Cheese)*
	Portion	2 oz cooked filet	1.5 oz cooked	~2.5-3 oz, check label *(Or 2 oz cooked)*	Per ¾ cup portion	1 slice *(or 2 oz cheese)*
	Contribution (oz. eq.)	2 oz eq	1.5 oz eq	2 oz eq	1 ¼ oz eq	2 oz eq
	2nd Item (If planned)		Cheese Shredded			
	Portion		2 Tbsp			
	Contribution (oz. eq.)		½ oz eq			
Grains[2] Daily minimum: 1 oz. eq. Weekly minimum: 8 oz. eq.	Item	WGR Hamburger Bun[3]	Brown Rice	WGR Pasta[3]	Brown Rice (in recipe)	WGR Crust[3] *(Or WGR Flatbread[3])*
	Portion	2 oz	½ cup	½ cup	Per ¾ cup portion	1 slice *(Or 2 oz WGR flatbread)*
	Contribution (oz. eq.)	2 oz eq	1 oz eq	1 oz eq	¾ oz eq	2 oz eq
	2nd Item (If planned)			WGR Roll[3]	WGR Flatbread[3]	
	Portion			1 oz	1 oz	
	Contribution (oz. eq.)			1 oz eq	1 oz eq	
Fruits[1] Daily minimum: 1/2 cup	Item	Fruit	Fruit or Juice	Fruit	Fruit or Juice	Fruit
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup

[1]Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.
[2]Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.
[3]To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to USDA's Whole Grain Resource.
[4]Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Vegetables Minimum 3/4 cup per day		Day 11	Day 12	Day 13	Day 14	Day 15
Dark Green Weekly minimum: 1/2 cup	Item				Broccoli	Romaine
	Portion in cups				½ cup	½ cup (credits ¼ cup)
Red/Orange Weekly minimum: 3/4 cup	Item		Salsa	Marinara Sauce	Carrots	Tomato
	Portion in cups		¼ cup	½ cup	½ cup	1/4 cup
Beans Weekly minimum: 1/2 cup	Item		Black Beans			
	Portion in cups		½ cup			
Starchy Weekly minimum: 1/2 cup	Item	Mashed Potatoes	Corn			
	Portion in cups	½ cup	½ cup			
Other Vegetables Weekly minimum: 1/2 cup	Item	Lettuce, Tomato, Pickle		California Blend Vegetables	Carrots/Celery/Onions (in recipe)	Zucchini or Yellow Squash
	Portion in cups	¼ cup, ¼ cup, 1/8 cup (credit ½ cup)		½ cup	¼ cup	½ cup
Other Foods	Item					*Pizza Toppings (optional)*
	Portion in cups					*1 Tbsp*
Condiments	Item	Mayonnaise				RF Ranch
	Portion size	1 Tbsp				1 oz

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

EXHIBIT B, Continued

Meal Components	Minimum Per Day	Minimum Per Week	Notes
Milk	**1 cup**	**5 cups**	A minimum of two choices must be offered: • Fat-free flavored and unflavored milk and/or • Low-fat (1%) flavored and unflavored milk Unflavored milk must be offered at every meal.
Fruit	**1 cup**	**5 cups**	May be from a single source or from a combination of two or more smaller portions with 1/8 cup being the smallest creditable amount. ¼ cup of dried fruit credits as ½ cup of fruit. 100% (full-strength) fruit and vegetable juices are creditable ounce-for-ounce but no more than half of the fruit offerings planned for both breakfast and lunch may be in the form of juice.
Vegetables	**1 cup**	**5 cups**	See the template for minimum weekly subgroup amounts. 1 cup of leafy green vegetables credits as ½ cup of vegetables.
Meat/Meat Alternate	**2 oz. eq.**	**10 oz. eq.**	Contribution in oz. eq. is the cooked amount. The following provide 2 oz. eq. M/MA: ○ 2 ounces lean meat, poultry, fish, or cheese (*most cheeses credit ounce-for-ounce) ○ ½ cup ricotta or cottage cheese or shredded cheese (e.g. American, mozzarella or cheddar) ○ ½ cup cooked dry beans or peas ○ 1 cup yogurt ○ 1 large egg ○ 4 tablespoons peanut or other nut or seed butter
Grains	**2 oz. eq.**	**10 oz. eq.**	80% of the grains offered must be whole grain or whole grain-rich. Cooked cereals/grains should be listed in cups (e.g. pasta, rice). More information on crediting grains can be found in the USDA Food Buying Guide and Tools for Schools
Daily amount based on the weekly average: 750-850 calories; sodium ≤ 1,420 mg; < 10% of total calories from saturated fat; 0 grams trans fat			

INSTRUCTIONS: Your menu template will be reviewed by a Registered Dietitian for adequate components and acceptable products.

Please send one of the following forms of documentation for each item that consists of 2 or more ingredients:

- Recipe that includes the ingredients and ingredient amounts by weight and volume, serving size, and total yield (number of servings)
- USDA-Authorized CN Label (provide a digital photo or photocopy of the CN Label and the nutrition facts with ingredient list) or
- Product formulation statement on manufacturer's letterhead that demonstrates how the processed product contributes to the meal pattern requirement and digital photo or photocopy of the product's nutrition facts with the ingredient list.

For each grain item, send one of the following forms of documentation:

- Digital photo or photocopy of the product's ingredient list showing whole grain as the primary ingredient by weight
- Digital photo or photocopy of the food label showing the amount of whole grain in grams for the appropriate NSLP/SBP serving size or one of the FDA whole-grain health claims
- USDA-Authorized CN Label
- Product formulation statement on manufacturer letterhead or
- Recipe that includes the ingredients and ingredient amounts by weight and volume

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group: 9-12

		Day 1	Day 2	Day 3	Day 4	Day 5
COMPONENTS ↓	**MENU NAME →**	**Chicken Nuggets w/WGR Roll** ***(Alt: Baked Chicken w/2 oz WGR Roll)***	**Beef Tacos**	**Chicken Alfredo**	**Cheeseburger**	**Pizza** ***(Alt: Whole Grain Flatbread Pizza)***
Meat/Meat Alternates Daily minimum: 2 oz. eq. Weekly minimum: 10 oz. eq.	Item	Chicken Nuggets[4] *(Or Baked Chicken)*	Ground Beef	Diced Chicken	Beef Patty	Frozen Pizza[4] *(Or Mozzarella Cheese)*
	Portion	~3-5 oz, check label *(Or 2 oz meat portion only)*	1 ½ oz (cooked)	Per 1 cup portion	2 oz (cooked)	1 slice *(Or 2 oz cheese)*
	Contribution (oz. eq.)	2 oz eq	1 ½ oz eq	2 ¼ oz eq	2 oz eq	2 oz eq
	2nd Item (If planned)		Cheese, Shredded		Cheese	
	Portion		2 Tbsp		½ oz slice	
	Contribution (oz. eq.)		½ oz eq		½ oz eq	
Grains[2] Daily minimum: 2 oz. eq. Weekly minimum: 10 oz. eq.	Item	WGR Breading[3]	WG Taco Shells[3]	WG Pasta[3]	WGR Hamburger Bun[3]	WGR Crust[3] *(Or WGR Flatbread3)*
	Portion	1 oz	2 hard or 1 soft (≥21 g)	Per 1 cup portion	2 oz	1 slice *(Or 2 oz WGR flatbread)*
	Contribution (oz. eq.)	1 oz eq	¾ oz eq	1 ¼ oz eq	2 oz eq	2 oz eq
	2nd Item (If planned)	WGR Roll[3]	Brown Rice	WGR Roll[3]		WGR Sugar Cookie[3]
	Portion	1 oz *(2 oz w/Baked Chicken)*	¾ cup	1 oz		2.2 oz
	Contribution (oz. eq.)	1 oz eq *(2 oz eq)*	1 ½ oz eq	1 oz eq		1 oz eq
Fruits[1] Daily minimum: 1 cup	Item	Fruit	Fruit	Fruit	Fruit	Fruit
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup
	2nd Item (If planned)	100% Juice	100% Juice	100% Juice	100% Juice	100% Juice
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup

[1]Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.
[2]Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.
[3]To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to USDA's Whole Grain Resource.
[4]Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Vegetables Minimum 1 cup per day		Day 1	Day 2	Day 3	Day 4	Day 5
Dark Green Weekly minimum: 1/2 cup	Item		Romaine	Broccoli	Romaine	
	Portion in cups		½ cup (credits ¼ cup)	½ cup	½ cup (credits ¼ cup)	
Red/Orange Weekly minimum: 1-1/4 cup	Item		Tomato Salsa	Carrots	Tomato	Carrots
	Portion in cups		¼ cup	½ cup	¼ cup	½ cup
Beans Weekly minimum: 1/2 cup	Item		Black Beans or Pinto Beans			
	Portion in cups		½ cup			
Starchy Weekly minimum: 1/2 cup	Item	Mashed Potatoes			Corn	
	Portion in cups	½ cup			½ cup	
Other Vegetables Weekly minimum: 3/4 cup	Item	Green Beans				Celery or Cucumber
	Portion in cups	½ cup				½ cup
Other Foods	Item					*Pizza Toppings (optional)*
	Portion in cups					*1 Tbsp*
Condiments	Item	Sauce Choice Ketchup, Honey Mustard, BBQ, Light Ranch, etc.			Ketchup and Mustard	Light Dressing
	Portion size	1 oz (2 Tbsp)			1 packet each	1 oz (2 tbsp)

Daily Milk	**White**	**Chocolate**	**Strawberry**	**Other (specify)**
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group: 9-12

		Day 6	Day 7	Day 8	Day 9	Day 10
COMPONENTS ↓	**MENU NAME →**	**Baked Chicken w/WGR Roll**	**Nachos**	**Macaroni & Cheese w/WGR Roll**	**Teriyaki Chicken w/Fried Rice**	**Pizza** *(Alt: Whole Grain Flatbread Pizza)*
Meat/Meat Alternates Daily minimum: 2 oz. eq. Weekly minimum: 10 oz. eq.	Item	Baked Chicken	Ground Beef w/Cheese	Cheese	Diced Chicken (Grilled, Roasted, or Pan-Fried)	Frozen Pizza[4] *(Or Mozzarella Cheese)*
	Portion	2 oz (cooked, meat-only)	¼ cup	Per 1 cup portion	2 oz	1 slice *(Or 2 oz cheese)*
	Contribution (oz. eq.)	2 oz eq	2 oz eq	3 oz eq	2 oz eq	2 oz eq
	2nd Item (If planned)				Fried Rice (Egg in recipe)	
	Portion				Per ¾ cup portion	
	Contribution (oz. eq.)				½ oz eq	
Grains[2] Daily minimum: 2 oz. eq. Weekly minimum: 10 oz. eq.	Item	WGR Roll[3]	WGR Tortilla Chips[3]	WGR Macaroni[3]	Fried Rice (Brown Rice in recipe)	WGR Crust [3] *(Or WGR Flatbread3)*
	Portion	2 oz	2 oz	Per 1 cup portion	Per ¾ cup portion	1 slice *(Or 2 oz WGR flatbread)*
	Contribution (oz. eq.)	2 oz eq	2 oz eq	1 oz eq	1 oz eq	2 oz eq
	2nd Item (If planned)			WGR Roll[3]	WGR Sugar Cookie[3]	
	Portion			1 oz	2.2 oz	
	Contribution (oz. eq.)			1 oz eq	1 oz eq	
Fruits[1] Daily minimum: 1 cup	Item	Fruit	Fruit	Fruit	Fruit	Fruit
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup
	2nd Item (If planned)	100% Juice	100% Juice	100% Juice	100% Juice	100% Juice
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup

[1]Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.
[2]Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.
[3]To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to USDA's Whole Grain Resource.
[4]Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Vegetables Minimum 1 cup per day		Day 6	Day 7	Day 8	Day 9	Day 10
Dark Green Weekly minimum: 1/2 cup	Item		Romaine	Romaine	Broccoli	Romaine
	Portion in cups		½ cup (credits ¼ cup)	½ cup (credits ¼ cup)	½ cup	½ cup (credits ¼ cup)
Red/Orange Weekly minimum: 1-1/4 cup	Item	Sweet Potato Fries or Tots	Salsa	Tomato	Carrots	Tomato
	Portion in cups	½ cup	¼ cup	1/8 cup	½ cup	1/8 cup
Beans Weekly minimum: 1/2 cup	Item		Black Beans			
	Portion in cups		½ cup			
Starchy Weekly minimum: 1/2 cup	Item			Green Peas		Corn
	Portion in cups			½ cup		½ cup
Other Vegetables Weekly minimum: 3/4 cup	Item	Green Beans		Cucumber		Cucumber
	Portion in cups	½ cup		1/8 cup		1/8 cup
Other Foods	Item					*Pizza Toppings (optional)*
	Portion in cups					*1 Tbsp*
Condiments	Item				Teriyaki or Sesame Ginger Sauce	
	Portion size				1 Tbsp	

Daily Milk	**White**	**Chocolate**	**Strawberry**	**Other (specify)**
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group: 9-12

		Day 11	Day 12	Day 13	Day 14	Day 15
COMPONENTS ↓	**MENU NAME →**	**Chicken Sandwich**	**Burrito Bowl w/Brown Rice**	**Spaghetti w/ Meatballs** *(Alt: Mega Meatball w/Pasta)*	**Curry Chicken Casserole**	**Pizza** *(Alt: Whole Grain Flatbread Pizza)*
Meat/Meat Alternates Daily minimum: 2 oz. eq. Weekly minimum: 10 oz. eq.	Item	Chicken	Diced Chicken, Beef or Turkey Taco Meat	Meatballs[4] *(Or Ground Beef)*	Diced Chicken (in recipe)	Frozen Pizza[4] *(Or Mozzarella Cheese)*
	Portion	2 oz cooked filet	1.5 oz cooked	~2.5-3 oz, check label *(Or 2 oz cooked)*	Per 1 ½ cup portion	1 slice *(or 2 oz cheese)*
	Contribution (oz. eq.)	2 oz eq	1.5 oz eq	2 oz eq	2.5 oz eq	2 oz eq
	2nd Item (If planned)		Cheese Shredded			
	Portion		2 Tbsp			
	Contribution (oz. eq.)		½ oz eq			
Grains[2] Daily minimum: 2 oz. eq. Weekly minimum: 10 oz. eq.	Item	WGR Hamburger Bun[3]	Brown Rice	WGR Pasta[3]	Brown Rice (in recipe)	WGR Crust[3] *(Or WGR Flatbread)*
	Portion	2 oz	½ cup	½ cup	Per 1 ½ cup portion	1 slice *(Or 2 oz WGR flatbread)*
	Contribution (oz. eq.)	2 oz eq	1 oz eq	1 oz eq	1 ½ oz eq	2 oz eq
	2nd Item (If planned)		WGR Tortilla Chips[3]	WGR Roll[3]	WGR Flatbread[3]	
	Portion		1 oz	1 oz	1 oz	
	Contribution (oz. eq.)		1 oz eq	1 oz eq	1 oz eq	
Fruits[1] Daily minimum: 1 cup	Item	Fruit	Fruit	Fruit	Fruit	Fruit
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup
	2nd Item (If planned)	100% Juice	100% Juice	100% Juice	100% Juice	100% Juice
	Portion in cups	½ cup	½ cup	½ cup	½ cup	½ cup

[1]Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.
[2]Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.
[3]To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to USDA's Whole Grain Resource.
[4]Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Vegetables Minimum 1 cup per day		Day 11	Day 12	Day 13	Day 14	Day 15
Dark Green Weekly minimum: 1/2 cup	Item				Broccoli	Romaine
	Portion in cups				½ cup	½ cup (credits ¼ cup)
Red/Orange Weekly minimum: 1-1/4 cup	Item		Salsa	Marinara Sauce	Carrots	Tomato
	Portion in cups		¼ cup	½ cup	½ cup	1/4 cup
Beans Weekly minimum: 1/2 cup	Item		Black Beans			
	Portion in cups		½ cup			
Starchy Weekly minimum: 1/2 cup	Item	Mashed Potatoes	Corn			
	Portion in cups	½ cup	½ cup			
Other Vegetables Weekly minimum: 3/4 cup	Item	Lettuce, Tomato, Pickle		California Blend Vegetables	Carrots/Celery/Onions (in recipe)	Zucchini or Yellow Squash
	Portion in cups	¼ cup, ¼ cup, 1/8 cup (credit ½ cup)		½ cup	¼ cup	½ cup
Other Foods	Item					*Pizza Toppings (optional)*
	Portion in cups					*1 Tbsp*
Condiments	Item	Mayonnaise				RF Ranch
	Portion size	1 Tbsp				1 oz

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

EXHIBIT B, Continued

Meal Components	Minimum Per Day	Minimum Per Week	Notes

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Milk	**1 cup**	**5 cups**	A minimum of two choices must be offere: • Fat-free flavored and unflavored milk and/or • Low-fat (1%) flavored and unflavored milk Unflavored milk must be offered at every meal.
Fruit	**1 cup**	**5 cups**	May be from a single source or from a combination of two or more smaller portions with 1/8 cup being the smallest creditable amount. 100% (full-strength) fruit and vegetable juices are creditable ounce-for-ounce but no more than half of the fruit offerings planned for both breakfast and lunch may be in the form of juice. ¼ cup of dried fruit credits as ½ cup of fruit.
Vegetables	***Optional at breakfast***	**N/A**	Can be substituted for fruits. Check with State Agency for additional guidance.
Meat/Meat Alternate	***Optional at breakfast***	**N/A**	Can be substituted for grains after the minimum daily grain requirement is met (1 oz. M/MA = 1 oz. eq. grain).
Grains	**1 oz. eq.**	**9 oz. eq.**	80% of the grains offered must be whole grain or whole grain-rich. Cooked cereals/grains should be listed in cups (e.g. oatmeal, grits). More information on crediting grains can be found in the USDA Food Buying Guide and Tools for Schools.
Daily amount based on the weekly average: 450-500 calories; sodium ≤ 540 mg; < 10% of total calories from saturated fat; 0 grams trans fat			

INSTRUCTIONS: Your menu template will be reviewed by a Registered Dietitian for adequate components and acceptable products.

Please send one of the following forms of documentation for each item that consists of 2 or more ingredients:

- Recipe that includes the ingredients and ingredient amounts by weight and volume, serving size, and total yield (number of servings)
- USDA-Authorized CN Label (provide a digital photo or photocopy of the CN Label and the nutrition facts with ingredient list) or
- Product formulation statement on manufacturer's letterhead that demonstrates how the processed product contributes to the meal pattern requirement and digital photo or photocopy of the product's nutrition facts with the ingredient list.

For each grain item, send one of the following forms of documentation:

- Digital photo or photocopy of the product's ingredient list showing whole grain as the primary ingredient by weight
- Digital photo or photocopy of the food label showing the amount of whole grain in grams for the appropriate NSLP/SBP serving size or one of the FDA whole-grain health claims
- USDA-Authorized CN Label
- Product formulation statement on manufacturer letterhead or
- Recipe that includes the ingredients and ingredient amounts by weight and volume

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group K-12

COMPONENTS ↓	MENU NAME →	Day 1 WGR Muffin w/Cheese Stick	Day 2 WGR Pancakes w/Light Syrup	Day 3 WGR Cereal w/Yogurt	Day 4 Build Your Own Breakfast Burrito	Day 5 WGR Bagel w/Cream Cheese
Fruits 100% Juice *(no more than ½ of total fruit)* Daily minimum: 1 cup	Item	Apples	Banana	Dried Fruit	Pineapples	Mixed Fruit
	Portion in cups	1 small or 1/2 cup slices[1]	1 each (1/2 cup)	¼ cup	½ cup	½ cup
	2nd Item (If planned)	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice
	Portion in cups	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)
Grains[2] (2nd item may be M/MA) Daily minimum: 1 oz. eq. Weekly minimum: 9 oz. eq.	Item	WGR Muffin (Purchased[3] or Scratch)	WGR Pancakes	WGR Cereal Choice	WGR Tortilla	WGR Bagel
	Portion	2 oz	2.4 oz	1 cup or 1 oz	1 medium (≥ 42 grams)	2.3 oz
	Contribution (oz. eq.)	1 oz eq	2 oz eq	1 oz eq	1.5 oz eq	2.25 oz eq
	2nd Item (If planned)	Cheese Stick		Vanilla or Strawberry Yogurt	Scrambled Eggs, Ground Turkey Sausage, Shredded Cheese	
	Portion	1 oz		½ cup (4 oz)	¼ cup, 1/8 cup, 1/8 cup	
	Contribution (oz. eq.)	1 oz eq		1 oz eq	2 oz eq, ½ oz eq, ½ oz eq	
Other Foods/ Condiments (If planned)	Item		Light Syrup		Salsa	Reduced-Fat Cream Cheese
	Portion size		2 Tbsp (1 oz)		2 Tbsp (1 oz)	2 Tbsp (1 oz)
	Item					Jelly
	Portion size					2 tsp (0.5 oz)

[1]*Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.*

[2]*Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.*

[3]*To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to USDA's Whole Grain Resource.*

[4]*Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.*

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group K-12

		Day 6	Day 7	Day 8	Day 9	Day 10
COMPONENTS ↓	**MENU NAME →**	**WGR Cereal w/Cheese Stick**	**WGR Waffles w/Light Syrup**	**Yogurt Parfait w/WGR Granola**	**WGR Biscuit w/Turkey Sausage**	**Cheese Grits w/ Scrambled Eggs**
Fruits 100% Juice *(no more than ½ of total fruit)* Daily minimum: 1 cup	Item	Banana	Oranges	Fresh Berries or Dried Fruit	Peaches	Mixed Fruit
	Portion in cups	1 each (1/2 cup)	1 each (1/2 cup)[1]	½ cup or ¼ cup	½ cup	½ cup
	2nd Item (If planned)	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice
	Portion in cups	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)
Grains[2] (2nd item may be M/MA) Daily minimum: 1 oz. eq. Weekly minimum: 9 oz. eq.	Item	WGR Cereal Choice[3]	WGR Waffles[3]	WGR Granola[3]	WGR Biscuit (Purchased[3] or Scratch)	Grits w/Cheese
	Portion	1 cup or 1 oz	2.4 oz	¼ cup (1 oz)	2 oz	½ cup (cooked), 0.5 oz
	Contribution (oz. eq.)	1 oz eq	2 oz eq	1 oz eq	2 oz eq	1 oz eq, 0.5 oz eq
	2nd Item (If planned)	Cheese Stick		Vanilla or Strawberry Yogurt	Turkey Sausage Patty[4] or Sliced Ham	Scrambled Eggs
	Portion	1 oz		½ cup (4 oz)	1 oz cooked	¼ cup
	Contribution (oz. eq.)	1 oz eq		1 oz eq	1 oz eq	2 oz eq
Other Foods/ Condiments (If planned)	Item		Light Syrup			
	Portion size		2 Tbsp (1 oz)			
	Item					
	Portion size					

[1]*Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.*

[2]*Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.*

[3]*To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to USDA's Whole Grain Resource.*

[4]*Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.*

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

Abbreviations: oz. eq. = ounce equivalent, WGR = whole grain-rich, M/MA = meats/meat

Grades K-8 Lunch Menu Planning Template-Five Day

Sponsor #	Sponsor	Contact Name

Grade Group K-12

COMPONENTS ↓	MENU NAME →	Day 11 WGR Cereal w/Graham Crackers	Day 12 WGR French Toast w/Turkey Sausage	Day 13 WGR Banana Bread	Day 14 WGR English Muffin w/Egg & Cheese	Day 15 Oatmeal w/Dried Fruit & Yogurt
Fruits 100% Juice *(no more than ½ of total fruit)* Daily minimum: 1 cup	Item	Oranges	Banana	Mixed Fruit	Peaches	Dried Fruit
	Portion in cups	1 each (1/2 cup)[1]	1 each (1/2 cup)	½ cup	½ cup	¼ cup
	2nd Item (If planned)	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice	100% Fruit Juice Choice
	Portion in cups	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)	½ cup (4 fl oz)
Grains[2] (2nd item may be M/MA) Daily minimum: 1 oz. eq. Weekly minimum: 9 oz. eq.	Item	WGR Cereal Choice[3]	WGR French Toast[3] (Purchased[4] or Scratch)	WGR Banana Bread[3] (Purchased or Scratch)	WGR English Muffin[3]	Spiced Oatmeal
	Portion	1 cup or 1 oz	2.4 oz (or 1 piece, per recipe)	4 oz (or 2 pieces, per recipe)	2 oz	¾ cup per recipe
	Contribution (oz. eq.)	1 oz eq	1 oz eq	2 oz eq	2 oz eq	1 oz eq
	2nd Item (If planned)	Graham Crackers	Turkey Sausage Patty[4] or Cheese Stick		Egg Patty[4] or Scrambled Eggs, Sliced Cheese	Vanilla or Strawberry Yogurt
	Portion	1 oz (28 g)	1 oz		1 each or ¼ cup , 0.5 oz	½ cup (4 oz)
	Contribution (oz. eq.)	1 oz eq	1 oz eq		1.5 oz eq	1 oz eq
Other Foods/ Condiments (If planned)	Item		Light Syrup			
	Portion size		2 Tbsp (1 oz)			
	Item					
	Portion size					

[1]Consideration should be given to offer sliced and cut whole fruits to students to assist with consumption and reduce plate waste, especially for elementary student sites.
[2]Enriched grains may be substituted for whole grain-rich items up to 20% of the total ounce equivalents of grain offered over the week.
[3]To be considered whole grain-rich, the product's ingredient list must show whole grain as the primary ingredient by weight. Refer to USDA's Whole Grain Resource.
[4]Commercially processed items that consist of two or more ingredients require a USDA-Authorized CN Label or Product Formulation Statement from the manufacturer to document the item's contribution to the meal pattern.

Daily Milk	White	Chocolate	Strawberry	Other (specify)
Fat content	1%	FF or 1%		
Fluid oz.	8	8		

EXHIBIT C
FOOD BASED NUTRITION STANDARDS FOR MENU PLANNING
NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5	*Grades 6-8*	*Grades 9-12*	*Grades K-5*	*Grades 6-8*	*Grades 9-12*
Meal Pattern	**Amount of Food[a] Per Week (Minimum Per Day)**					
Fruits (cups)[b,c]	5 (1)	5 (1)	5 (1)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups)[b,c]	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green [d]	0	0	0	½	½	½
Red/Orange [d]	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) [d]	0	0	0	½	½	½
Starchy[d]	0	0	0	½	½	½
Other [d, e]	0	0	0	½	½	¾
Additional Veg to Reach Total[f]	0	0	0	1	1	1½
Grains (oz. eq.)	7 (1)	8 (1)	9 (1)	8 (1)	8 (1)	10 (2)
Meats/Meat Alternates (oz. eq.)	0 [g]	0 [g]	0 [g]	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) [i]	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal)[h,i,o]	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories)[i]	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) [i, j] Target 1, 2014-2015	≤ 540	≤ 600	≤ 640	≤ 1,230	≤ 1,360	≤ 1,420
Target 2, 2017-2018	≤ 485	≤ 535	≤ 570	≤ 935	≤ 1,035	≤ 1,080
Target 3, 2022-2023	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat[i]	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

. [a]Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.
[b]One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
[c]For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).
[d]Larger amounts of these vegetables may be served.
[e] This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes)vegetable subgroups as defined in § 210.10(c)(2)(iii).
[f]Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
[g] There is no separate meat/meat alternate component in the SBP. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
[h] The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
[i] Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
[j] Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

Certificate of Independent Price Determination

Both the Sponsor and the Vendor shall execute this Certificate of Independent Price Determination.

Sponsor Name _____ Vendor Name _____

A. By submission of this offer, the vendor certifies as to its own organization, that in connection with this solicitation:

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 vendor or competitor;
2) Unless otherwise required by law, the prices provided n this offer have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to the public opening either directly or indirectly to any other vendor or competitor; and
3) No attempt has been made or will be made by the vendor to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. The person signing this offer on behalf of the vendor certifies that:

1) He or she is the person in the vendor's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
2) He or she is not the person in the vendor's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A.1 through A.3 above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted 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.

_____ _____ _____

Signature of Authorized Vendor Representative Title Date

In accepting this offer, the sponsor certifies that no representative of the sponsor has taken any action which may have jeopardized the independence of the offer referred to above.

_____ _____ _____

Signature of Authorized Sponsor Representative Title Date

AD-1049
This form is available electronically

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L.100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 CFR Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg.
76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

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

(Read instructions on page three before completing certification.)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about –

   a. The dangers of drug abuse in the workplace;

   b. The grantee's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.

4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the
grant, the employee will –

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction;

5. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –

   a. Taking appropriate personnel action against such an employee, up to and including termination,

consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE *(Street Address, City, County, State, Zip Code)*	
Check ☐ if there are workplaces on file that are not identified here.	
ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

Instructions for Certification

(1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.

(2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

(3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

(4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

(5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.

(6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

- "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
- "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
- "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

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

(Read instructions on page two before completing certification.)

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

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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