SCHOOL NUTRITION PROGRAMS

FOOD SERVICE MANAGEMENT COMPANY

School Year 2026-2027

REQUEST FOR PROPOSAL

SOLICITATION NO (RFP No.):	2526-24001
School Food Authority (SFA)	PANHANDLE ISD
SFA address	1001 Elsie PO Box 1030 Panhandle, Texas 79068
SFA Phone number	8065373566
SFA Phone Extension	4200
SFA Fax number	806-537-4055
Date Issued	01/09/2026
Proposal due date	02/13/2026

NONDISCRIMINATION STATEMENT

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

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

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

The completed AD-3027 form or letter must be submitted to USDA by:

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

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

3. email:
   program.intake@usda.gov

This institution is an equal opportunity provider.

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PURPOSE

PANHANDLE ISD , herein referred to as the School Food Authority (SFA), is responsible for operating the U.S. Department of Agriculture's (USDA) School Nutrition Programs (SNP) in schools under its jurisdiction, pursuant to a permanent agreement with the Texas Department of Agriculture (TDA). To help carry out this responsibility, the SFA is soliciting proposals for school food service management services for the 2026-2027 School Year. This Request for Proposal (RFP) is for a fixed-price contract and sets forth the terms and conditions applicable to the proposed procurement. The Offeror is herein referred to as the Food Service Management Company (FSMC). The FSMC will provide services to the SFA as described in the Scope of Work of the RFP and will manage and operate a nonprofit school food service for the SFA according to the SNP requirements of USDA and TDA.

NOTICE TO PROSPECTIVE OFFERORS

1. **Legal Notice**
   - All costs involved in submitting a response to this RFP shall be borne in full by the party incurring said cost. Offerors or their authorized representatives are expected to fully inform as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Offeror's own risk and therefore cannot secure relief on a plea of error.
   - Any contract that may arise from this RFP will be between the selected FSMC and SFA. Non-Federal funds must be used to pay for any cost incurred before signing the contract.
   - The SFA strongly encourages Historically Underutilized Businesses (HUB), Minority and Women Business Enterprises (MWBE), and labor surplus area vendors to compete for this RFP.

2. **FSMC Registration**

   Pursuant to 7 CFR §210.19(a)(5), all FSMCs that wish to contract for food service with any SFA within the State must register with TDA. Only proposals from Offerors on the TDA approved FSMC Vendor List of registered companies operating within the State for the school year specified in the RFP may be considered. The approved list is located here.

3. **Inquiries/Request for Information**

   If additional information or clarifications are required to respond to this RFP, contact Jamie Moore (employee name),
   the SFA's Business Manager (job title)
   by telephone at 8065373566
   or by email at jamie.moore@panhandleisd.net

   Any additional information regarding this RFP must be shared with all the Offerors in a written addendum.

4. **Procurement Method**

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

   Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and contract requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

5. **Pre-Proposal Meeting**

   A meeting with interested Offerors to review the specifications, clarify any questions, and for a walkthrough or tour of the facilities with school officials will be held:

   Pre-Proposal Meeting
   - (●) Yes
   - ( ) No

   In person on 01/30/2026 (date) at 10:00 AM (time) CST (time zone), at the following address:

   Panhandle ISD High School Cafeteria

   Attendance is mandatory.

   Note: If the SFA mandates the Offerors attendance, then the SFA may not waive this requirement.

   Vendor presentations will not be scheduled at this time.

PROPOSAL CONTENT AND SUBMISSION

A. **Proposal Content**

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

Section 1–Administrative Requirements

Tab A	Cover letter signed by authorized representative, which must include: • Name and address of the FSMC. • Federal Employer Identification Number (EIN) and Corporate Identification Number, if applicable. • Name, title, phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA. • Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Offeror in a contract, if different from the primary liaison. • A statement expressing the Offeror's willingness to perform the services described in the RFP. • A statement expressing the Offeror's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in the RFP. • A statement regarding the Offeror's proprietary information; if applicable, the Offeror must clearly mark in the upper right-hand corner those pages to be considered proprietary (Note: Offeror cannot consider the entire proposal to be proprietary). • The following certification: By signing this cover letter, I (we) certify that the information contained in this proposal is accurate, and all attachments required to be submitted as part of the proposal is certified to be true and binding upon our company.
Tab B	Table of Contents - a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

Section 2–Required Attachments

Tab C	Firm Offer–signed by authorized representative.
Tab D	Offeror's contact information for emergency notifications and other notices.
Tab E	Exhibit E: Schedule of FSMC Employees Part 2 (if applicable)
Tab F	Exhibit G: Price Proposal Form
Tab G	Exhibit J: Anti-Collusion Affidavit
Tab H	Exhibit K: Certification Regarding Lobbying
Tab I	Exhibit L: Disclosure Form to Report Lobbying Activities
Tab J	Exhibit N: Independent Price Determination Certificate
Tab K	Exhibit P: FSMC Certification of Acknowledgement – completed and signed by the authorized representative
Tab L	Exhibit Q: Non-delegable School Food Authority Responsibilities-signed by the authorized representative
Tab M	Exhibit R: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts Definitions – signed by the authorized representative

B. **Proposal Submission Requirements**

The Offeror shall submit the proposal to the SFA as indicated by the check boxes below. Check appropriate boxes

☑ Hardcopy (Mail/Hand Delivery) 3 number of copies. The hardcopy(ies) of the proposal are to be submitted in a sealed envelope marked "FSMC Proposal" with the RFP/Solicitation number. Delivery instructions below.

Name and Title:	Jamie Moore, Busiess Manager
Mailing Address:	PO Box 1030
Physical Address:	1001 Elsie
City:	Panhandle

State/Zip: Texas, 79068

Email proposal to: jamie.moore@panhandleisd.net

SFA system - provide instructions

Enter SFA Instructions here...

Proposals will be received by the SFA until 02:00 PM CST (Time), on 02/13/2026

C. **Late Proposals**

Proposals will not be accepted after the submission deadline specified in the Proposal Submission Requirements above. The SFA will not consider late proposals under any circumstances and shall return unopened proposals to the respective Offerors.

D. **Altering, Amending, or Withdrawing Proposal**

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

E. **Rejection of Proposals**

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

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

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

F. **Computation of Time**

Days means calendar days unless otherwise specified. In computing any period of time, if the last day of the period so computed is a Saturday, Sunday, or legal holiday, the period shall run until the next day which is not a Saturday, Sunday, or legal holiday.

G. **Financial Documents and Reporting Currency**

Financial documents required by this RFP to be submitted must be expressed in US dollars.

Documents submitted will be kept confidential and used only for the purposes of determining fiscal viability by the SFA.

H. **Firm Offer**

By submitting a response to this RFP, and if such response is not withdrawn before the time for opening proposals, the Offeror understands and agrees that it is making a firm offer to enter into a contract, which may be accepted by the SFA, and which will result in a binding contract. Such proposal is irrevocable for ninety (90) days after the time for opening proposals has passed.

(Initial)

mm/dd/yyyy (Date)

FSMC must initial and date here to show agreement.

EVALUATION AND AWARD

1. **Evaluation Criteria**

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

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

2. **Basis of Award**

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

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

Evaluation Criteria ***(a minimum of 5 criteria must be listed)***	**Maximum Points**
Cost - minimum awarded points is 25 and must be the highest points allocated.	30
Years of Experience in working with School Nutrition Programs (1 point per year; 10 points for 10 or more years).	10
Guarantee if requested in RFP (Offering a guarantee in excess of the amount requested will result in the disqualification of the vendor/proposal. Offering a guarantee less than the amount requested, at the district's discretion, will result in no points for this criterion or disqualification of the vendor/proposal.) – 5 points	5
Service Capacity Plan	11
Financial Conditions/Stability, Business Plan	11
Promotion of the CNP/Student Engagement	11
Accounting and Reporting Systems	11
Personnel Management/Staffing Considerations	11
	0
	0
Total Points ***(must total 100)***	**100**

3. **Proposal Protest Procedures**

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

GENERAL CONTRACT TERMS

1. **Contract Terms and Renewals**
    a. Unless terminated in accordance with Section VI, Subsection K, the Contract will be in effect for a period of one year commencing on July 1, 2026, and terminating on June 30, 2027. The Contract may be renewed for up to four (4) additional one-year periods, with the term of the renewal commencing on July 1st following the expiration of the preceding one-year term of the Contract, upon mutual agreement between the SFA and the FSMC and subject to fulfillment of all contract terms designated herein.
    b. Renewal contracts may not be effective prior to the final approval date by TDA and signed by both parties.
    c. Failure to have renewal contracts fully executed prior to the contract expiration will lapse this Contract and require the SFA to re-bid the Contract.
    d. Renewal year contracts are contingent upon the fulfillment of all contract provisions. If TDA determines during an Administrative Review and/or Procurement Review, or audit of the SFA's operations of the school food service that the FSMC is not meeting contractual obligations and is responsible for non-compliance of program regulations, TDA may decline to approve a renewal contract.
    e. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and in any subsequent contract renewals. The term materially consistent shall mean that a change does not (1) materially increase the FSMC's cost of providing management services or (2) materially decrease the net revenue derived from the food service operations.

2. **Changes and Amendments**
    a. Material changes to the Contract are not permitted and will require the contract to be rebid.
    b. Any changes to the terms or conditions of the Contract which are required by federal, or state laws or regulations are automatically incorporated into the Contract without written amendment and shall become effective on the date specified in such law or regulation.
    c. Price Adjustments. Adjustments to meal prices will not be allowed in the initial term of the Contract. Upon mutual agreement of the SFA and FSMC, the fixed price per meal/meal equivalent may remain the same or be adjusted (increased or decreased) on an annual basis for each subsequent year of the Contract. Such price adjustments shall not exceed the Yearly Percentage Change in the Consumer Price Index (CPI) for All Urban Consumers, Food Away from Home, National Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Fee adjustments for the upcoming Contract renewal year must use the CPI approved by TDA. No other fee increases or fees will be allowed, unless approved by TDA. Price adjustments shall be by amendment in writing and executed by both parties to the Contract.

3. **Contract Documents**
    The complete contract will include the RFP (including any approved amendments or addenda thereto) and the required proposal documents submitted by the FSMC, as outlined in Section III, Subsection A, paragraph 6, of this RFP.

4. **TDA Review**
    The Contract may not be executed until it is approved by TDA in writing. Costs incurred prior to TDA's approval may not be paid using federal child nutrition funds.

ADDITIONAL STANDARD TERMS AND CONDITIONS

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

1. “Accounting Periods” is defined as monthly
2. “Allowable Cost” is defined as costs that are allowable under 2 CFR Part 200, Subpart E, "Cost Principles."
3. “Applicable Credit” as defined in 2 CFR 200.406(a).
4. “Direct Cost” is defined as any Allowable Cost that is: (i) incurred by the FSMC in providing the goods and services that are identified in the SFA’s Food Service Budget; and (ii) reasonably necessary in order for the FSMC to perform the Services hereunder.
5. “Effective Date” is specified as July 1, 2026.
6. “Fixed-Price” is defined as an agreed-upon amount that is fixed at the inception of the Contract. Within a Fixed-Price Contract, the FSMC is the purchasing agent. The SFA is charged one Fixed- Price. Included in the Fixed-Price are:
    a. Menu development specific to the operation,
    b. Food Expense (if applicable),
    c. Nutrition education materials and program expense,
    d. Design services specific to the operation,
    e. Education programs via assembly programs, schoolroom programs, parent/teacher meetings, and school food advisory committee meetings,
    f. Personal representation, visitation, and coverage on a regular basis by a principal of the FSMC,
    g. All accounting,
    h. All payroll costs and documentation,
    i. Administrative dietetic, sanitation, and personnel advice,
    j. All costs incurred in hiring and relocating, if necessary, the FSMC management team,
    k. All training costs for the FSMC employees,
    l. All travel costs for training for the FSMC employees, and
    m. All miscellaneous costs to operate the program, (e.g., consumable marketing materials, posters, menu templates, proprietary printed materials).
7. “FSMC’s Proposal” is defined as Food Service Management Company’s response to the RFP.
8. “Material Change” is defined as any change made to a contract after it has been awarded that alters the terms and conditions of that contract substantially enough that had other vendors known of these changes in advance, they could have proposed differently and more competitively (USDA Contracting with Food Service Management Companies – Guidance for School Food Authorities-May 2016).
9. “Meal Equivalent” (ME) is a standard unit of measurement derived from converting non- program (e.g., à la carte, catering, concessions, adult meals) sales.
10. “Meal Equivalency Factor” (MEF) is the rate (previous year federal free reimbursement rate + meal certification + State Match + USDA Foods assistance rate) used in the statistical formula used to convert non program sales into meal equivalents for billing purposes for Fixed Rate Contracts. The MEF formula is à la carte sales (Non program revenue) / meal equivalency factor. (Contracting with Food Service Management Companies: Guidance for School Food Authorities, May 2016).
11. “Non-profit School Food Service Account” is defined as the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the Nonprofit School Food Service Account.
12. “Program(s)” or “School Nutrition Program(s)” is defined as the USDA School Nutrition Programs in which the SFA participates.
13. “Program Funds” is defined as all funds that are required to be deposited into the Nonprofit School Food Service Account.
14. “RFP” is defined as the SFA’s Request for Proposal, # 2526-24001 (Solicitation/RFP #) and all its attachments.
15. “Services” is defined as the services and responsibilities of the FSMC including any additional service as described in the RFP.
16. “SFA” or “School Food Authority” as defined in 7 CFR §210.2.
17. “SFA’s Food Service Budget” is defined as the Food Service Budget for the Current School Year.
18. “SFA’s Food Service Facilities” is defined as the areas, improvements, personal property, and facilities made available by the SFA to the FSMC for the provision of the food services, as outlined in Section VI, Subsection G, Use of Facilities, Inventory, Equipment, Storage, and Utilities, of this RFP.
19. “SFA’s Food Service Program” is defined as the preparation and service of food to the SFA’s students, staff, employees, and authorized visitors, as outlined in Section VI, Additional Standard Terms and Conditions, of this RFP.
20. “SFA’s Food Service Location(s)” is defined as the schools or other locations where Program meals are served to the SFA’s school children.
21. “Summer Program” is defined as either the Summer Food Service Program or the Seamless Summer Option as outlined in Section VI, Subsection A, Scope and Purpose, of this RFP.
22. “TDA” is defined as the Texas Department of Agriculture.
23. “USDA” is defined as the United States Department of Agriculture, Food and Nutrition Service (FNS).
24. “USDA Foods” is defined as USDA-purchased foods provided to eligible SFAs participating in the National School Lunch (NSLP) programs; foods can be fresh, direct delivery or processed.

A. **Scope and Purpose**

1. During the term of the Contract, the FSMC shall operate the SFA's Food Service Program in conformance with the SFA's agreement with the TDA's Food and Nutrition Division (F&N). The FSMC shall comply with the rules, regulations, policies, and instructions of TDA and USDA, and any additions or amendments thereto, including but not limited to, 7 CFR Parts 210, 215, 220, 245, 250; 2 CFR Parts 180, 200, 400, 416, 417, and 418; and 7 CFR Parts 225 (SFSP) and 226 (CACFP), as applicable.
2. The selected FSMC shall have the exclusive right to operate the programs listed in Exhibit G at the sites specified in the form titled - Schedule of Food Service Locations and Services Provided, which is attached to this RFP as "Exhibit A" and fully incorporated herein. Please note that the SFA may not add additional programs to its operations after this contract has been awarded. Since material changes to the RFP and contract are not permitted, the solicitation scope identifies and encompasses all the program(s) and nonprofit food service activities that the FSMC may be involved in during the term of the contract (initial term and renewals, if any). Proposals must be inclusive of all the programs and services requested in the RFP. In addition, the SFA may remove school nutrition programs from its operations due to school closures or projected decreases in enrollment if indicated in special circumstances within Exhibit A.

Yes	No	Program	
◉	○	National School Lunch Program (NSLP)	Complete Exhibit M
◉	○	Community Eligibility Provision (CEP)	
○	◉	Special Provision 2 (P2)	
○	◉	NSLP After-school Care Program (ASCP)	Complete Exhibit M
○	◉	Seamless Summer Option (SSO)	Complete Exhibit M
○	◉	(SSO) Breakfast	Complete Exhibit M
○	◉	(SSO) Lunch	Complete Exhibit M
○	◉	(SSO) Snack	Complete Exhibit M
◉	○	School Breakfast Program (SBP)	Complete Exhibit M
○	◉	Breakfast in the Classroom	Complete Exhibit M
○	◉	Special Milk Program (SMP)	
◉	○	Disaster Feeding	
○	◉	Summer Food Service Program (SFSP)	Complete Exhibit M
○	◉	SFSP Breakfast	Complete Exhibit M
○	◉	SFSP Lunch	Complete Exhibit M
○	◉	SFSP Snack	Complete Exhibit M
○	◉	SFSP Supper	Complete Exhibit M
○	◉	Child and Adult Care Food Program (CACFP)	
○	◉	CACFP Traditional Breakfast (Child care centers only)	Complete Exhibit M
○	◉	CACFP Traditional Lunch (Child care centers only)	Complete Exhibit M
○	◉	CACFP Traditional Snack (Child care centers only)	Complete Exhibit M
○	◉	CACFP At-Risk Snacks	Complete Exhibit M
○	◉	CACFP At-Risk Lunch (Weekends and Holidays only)	Complete Exhibit M
○	◉	CACFP At-Risk Supper	Complete Exhibit M
○	◉	CACFP At-Risk Breakfast (Weekends and Holidays only)	Complete Exhibit M
◉	○	Non-Program	
◉	○	Catering	
○	◉	Concessions (operated by the FSMC)	
○	◉	Vending (FSMC supplied food for machines)	
◉	○	À la carte/Adult Meals/Alternate or Unpaid Meals	

3. The FSMC's operation of the SFA's Food Service Program shall include the performance by the FSMC of all the Services described in this RFP, as a resource to, and for the benefit of the SFA's students, faculty, and staff.
4. The SFA and the FSMC agree that the Contract is neither a cost-plus-a-percentage-of- income nor a cost-plus-a-percentage-of-cost contract as required under 7 CFR §210.16(c) and 2 CFR §200.324(d).
5. If there is more than one SFA Food Service Location, the SFA shall conduct an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1st of each year. The SFA shall always retain responsibility for the counting and claiming system (reference: 7 CFR §210.8(a)(1)).
6. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the School Nutrition Programs.
7. The FSMC shall comply and cooperate with the SFA in promoting nutrition education, health, and wellness policies, and coordinating the SFA's Food Service Program with classroom instruction.
8. Gifts from the FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards as outlined in the SFA's written code of conduct (reference: SP 09-2015; and 2 CFR §§200.112 and 200.318).
9. Any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to food services, such as money or rebates for school improvements and student scholarships, are not allowable.

B. **Food Service**

1. The FSMC shall serve meals on such days and times as aligned to the SFA approved calendar and the nutrition programs the SFA has indicated in Section VI, Subsection A, Scope and Purpose, in this document as requested by the SFA.
2. The SFA shall retain control of the quality, extent, and general nature of food service.
3. The FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section VI, Subsection A, Scope and Purpose, Paragraph 2 herein.
4. For an FSMC to offer à la carte food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children.
5. The FSMC shall provide meals for all programs operated by the CE that meet the meal pattern set by USDA. TDA provides detailed information on applicable meal patterns in the NSLP/SBP Administrator's Reference Manual (ARM), Complete CACFP At risk Afterschool Care Centers Handbook, Complete CACFP Child Care Center Handbook, and SFSP Supplemental Handbook available on the TDA website www.squaremeals.org.
6. The FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, which does not meet the detailed specifications for each food component or menu item in accordance with 7 CFR §210.16(c)(3), or that do not otherwise meet the requirements of the contract.
7. The FSMC shall promote maximum participation in the Programs.
8. The FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A.
9. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA, and that meet SNP requirements.
10. The FSMC must make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical professional. Substitutions for disability reasons must be made on a case-by-case basis only when supported by a written statement of the need for substitutions that include recommended alternate foods unless otherwise exempted by FNS. Such a statement must be signed by an appropriately licensed medical professional (reference: 7 CFR §210.10(m)(1)(i); SP 40-2017; SP 26-2017; and SP 59-2016). The FSMC may make a substitution for those nondisabled students who cannot consume regular breakfast or lunch because of medical or other special dietary needs. Accommodations for special dietary needs for students without medical disabilities are an SFA decision. If a substitution is made to accommodate the special dietary needs of one student, the same accommodation must be made for all students with the same dietary need. There will be no additional charge to the student for such substitutions (7 CFR §210.10(m)). (USDA, "Accommodating Children with Special Dietary Needs in the SNP Guidance for School Food Service Staff").
11. The FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Notification of fluid milk substitutions shall remain in effect until the medical authority or the student's parent, or legal guardian revokes such request in writing, or the SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions (reference: 7 CFR §§210.10(d)(3) and 220.8).
12. The FSMC shall implement an accurate point of service count using the counting system provided by the SFA in its application to participate in the SNPs and approved by TDA for the programs listed in Section VI, Subsection A, Scope and Purpose, Paragraph 2, herein, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8(b).

C. **Use of Advisory Group/Menus**

1. Advisory Groups
   a. The SFA is responsible for the formation and establishment, and scheduling of periodic meetings of an SFA Advisory Board composed of students, teachers, and parents to assist in menu planning as provided in 7 CFR §210.16(a)(8).
   b. The FSMC may participate in meetings of the SFA Advisory Board as deemed appropriate by the SFA; however, the FSMC shall not participate or be involved in developing a 21-day cycle menu for use in the SFA's solicitation for food service operations if the FSMC plans to respond to such solicitation.
2. Menus
   a. The FSMC must serve meals that follow the 21-day menu cycles that meet the food specifications contained in Food Specifications, as identified in “Exhibit F” and fully incorporated herein, and that meet the SNP requirements. The 21-day cycle menus developed and provided by the SFA allow the FSMC to determine the bid price. These menus must be followed with no changes to specifications. The menus are attached to this RFP as “Exhibit M” and are fully incorporated herein. At a minimum, such food specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients, and all USDA-required nutrient information; (ii) the identity of all items that may be used in the meal including all crediting information for processed items served; and (iii) whenever possible, the grade, style, and condition of each food item and other information that indicates the acceptable level of quality for each food item. A hardcopy of these recipes shall be kept on file at the SFA.
   b. The FSMC must follow: (i) the 21-day menu cycle and food specifications developed by the SFA for the NSLP; (ii) the 21-day menu cycle and food specifications developed by the SFA for the SBP; (iii) the 21-day menu cycle and food specifications developed by the SFA for the After-school Snack Program; and (iv) the 21-day menu cycle and food specifications developed by the SFA for the Summer Program (reference: 7 CFR §210.16(b)(1)) or any other program operated on behalf of the SFA. The FSMC shall not request any modifications to the initial 21-day menu cycle and must serve exactly what is specified and as is specified by the SFA. The FSMC agrees to reimburse the SFA for any disallowances resulting from noncompliance with the initial 21-day menu cycle.
   c. The FSMC shall serve à la carte items that meet all state and federal SNP requirements. The FSMC shall provide documentation that demonstrates all non-program foods and meals, such as à la carte items, comply with all applicable SNP requirements.
   d. The FSMC must adhere to the initial 21-day cycle menu. After the 21-day cycle, the FSMC may change or vary the menus for any program with prior written approval from the SFA. The SFA shall approve the menus no later than two weeks prior to service (reference: 7 CFR §210.16 and 210.10). Any changes or variances requested by an FSMC for substitutions to the SFA menu of lower quality food items shall be justified and documented in writing by the FSMC. The FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to the SFA, TDA, and USDA for review upon request (reference: 7 CFR §§210.16(c)(1) and 210.23).
   e. The FSMC must submit an FFVP cycle menu based on the information contained in the 2004 Resource, Fruits and Vegetables Galore: Helping Kids Eat More, (available from the FNS website, and as described in current guidance from USDA and TDA) if operated.

D. **Purchases and Geographic Preference**

1. Purchases
   a. Whether the SFA conducts its procurement or whether the FSMC procures products on behalf of the SFA, the FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which the SFA would require under procurements not involving the FSMC.
   b. The FSMC must return the full value of USDA Foods to the SFA.
   c. The FSMC shall complete such purchasing activities in a manner that does not result in duplication of services or expenses in accordance with 2 CFR §200.318(d). The FSMC and the SFA shall ensure that no conflict of interest exists between the third-party purchasing agent, if any, and the SFA's contracted FSMC. The FSMC must not procure additional goods or services beyond what is stipulated in the Contract.
   d. The SFA shall ensure the FSMC shall comply with all applicable competitive bidding and open competition requirements for such purchases, as set forth in 2 CFR Part 200, including but not limited to 2 CFR §§200.318-200.327.
   e. The SFA and FSMC acknowledge that to the extent required by 7 CFR §250.17(e), 2 CFR Part 200, SP 38-2017, and SP 32-2019, the SFA must, to the maximum extent practicable, purchase only domestic food and food products for all SNPs that are produced and processed in the United States using over 51% domestic foods, by weight or volume. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR §210.21(d). A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR §210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, the SFA only may approve an alternative or exception - after the initial 21- day cycle menu in compliance with USDA regulations as reference in 48 CFR 25.104. Requests for exception must include the: a) Alternative substitute(s) that are domestic and meet the required specifications: i) Price of the domestic food alternative substitute(s), and ii) Availability of the alternative domestic substitute(s) in relation to the quantity ordered; and b) Reason for exception: limited/lack of availability or price (include price): iii) Price of the domestic food or food product; and iv) Price of the non-domestic food or food product that meets the required specification of the domestic food or food product.
   f. The FSMC must track all non-domestic foods purchased on behalf of the SFA and must maintain a tracking mechanism to comply with the limit, or cap, on the percent of total non-domestic commercial food costs established by USDA. The tracking mechanism must be made available to the SFA. An optional tracker has been provided by USDA. (Reference: 48 CFR§ 25.104;7 CFR §250.17(e); 2 CFR §200.322; SP 38-2017; SP 32-2019; SP23-2024, 7CFR §220.16(d) and 7 CFR §210.21(d).

2. Geographic Preference

   To indicate a geographic preference, the SFA (MUST SELECT ONE):

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

3. Fresh Fruit and Vegetable Program (if applicable)
   a. If applicable, the FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for the SFA or TDA review. Cost should be broken into two categories: (1) Operational Cost and (2) Administrative Cost.
      i. Operational costs should cover the primary cost to run the FFVP to include the purchase of fruits and vegetables, including the cost of pre-cut produce and delivery charges; non- food items or supplies that are used in serving and cleaning; and salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables and in maintaining a sanitary environment.
      ii. Administrative costs are used principally to support planning and managing the program. The SFA is required to strictly scrutinize all requests for reimbursement of FFVP costs, to ensure that those costs are: (i) allowable; (ii) actual costs; (iii) fully documented; (iv) utilized to purchase fresh fruits and vegetables in accordance with applicable law and regulations; and (v) do not request reimbursement for more than 10% for Administrative Costs. TDA will monitor the SFA and the FSMC to ensure strict compliance with this provision.

E. **USDA Foods**

1. The SFA shall retain title to all USDA Foods.
2. The USDA Foods in Schools program supports domestic nutrition programs and American agricultural producers through purchases of 100% American grown and produced foods for use by schools and institutions participating in the National School Lunch Program among other programs.
3. The SFA shall ensure that all federally donated foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFA's nonprofit school food service and are fully utilized therein (reference: 7 CFR §210.16(a)(6)).
4. The SFA shall ensure USDA Foods or processed end products containing USDA Foods shall not be used for catering or special functions conducted outside of the nonprofit school food service operation.
5. The SFA shall assure that the maximum amount of USDA Foods is received and utilized by FSMC (reference: 7 CFR §210.9(b)(15)).
6. The SFA shall ensure the FSMC has credited the SFA for the value of all USDA Foods received for use in the SFA's meal service in each School Year, (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used. The value of the USDA Foods received shall appear as a credit on the invoice for the month in which the donated food was received. This must include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR §250.51(a).
7. The SFA shall maintain final responsibility for management and oversight of the procurement for processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods (reference: 7 CFR §§210.16 and 250.50(d)).
8. The FSMC will not itself enter into the processing agreement with the processor required in Subpart C of 7 CFR Part 250; 7 CFR §250.53(a)(8).
9. The FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225, and 226, as applicable.
10. Crediting of USDA Foods (Direct Delivery, Processing, Department of Defense(DOD) Fresh Fruit and Vegetable program). FSMC shall credit SFA monthly for the value of USDA Foods using the following methods to determine the donated food values:
    a. The value of USDA Foods contained in end products is the price of such foods as listed at the time of order on USDA's Average Price file for the applicable program year (reference: 7 CFR §§250.50(c) and 250.53(a)(3)).
    b. All refunds received from processors shall be credited on invoices as separate line item entries submitted to the SFA's Nonprofit School Food Service Account (reference: 7 CFR §250.51(a-b)).
    c. The value of USDA Foods received through the DOD Fresh Fruit and Vegetable program is the price of such foods as listed at the time of order in USDA's Fresh Fruit and Vegetable Order Receipt System (FFAVORS Catalog).
    d. The value of USDA Foods received through Direct Delivery is the price of such foods as listed at the time of order on USDA's Average Price file for the applicable program year.
    e. The method used to determine the donated food values may not be revised or negotiated. Such revisions would result in a material change and necessitate rebidding the contract.
11. The FSMC must accept and use all USDA donated ground beef and ground pork products, and all processed end products in the SFA's Food Service Program, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service (unless the contract specifically stipulates that the donated foods, and not such commercial substitutes, be used).
12. Upon termination of the Contract, or if the Contract is not extended or renewed
    a. FSMC must return all unused donated ground beef, pork, and processed end products to SFA (reference: 7 CFR §§250.51(d), 250.52(c) and 250.53(a)(5)).
    b. Upon termination of the Contract, the FSMC must, at SFA's discretion, return other unused USDA Foods to the SFA.The value of other unused USDA Foods shall be based on the market value of all USDA Foods received for use in the SFAs food service. The market value shall be provided to the SFA by TDA (reference: 7 CFR §250.51(a)). The average material prices are listed by school year and used by processors participating in the USDA Foods processing program. The file provides the value of the material and is used on their Summary End Product Data Schedules.
13. The FSMC further agrees to accept and use all other USDA Foods in SFA's food service. The FSMC may or may not use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's Food Service Program (reference: 7 CFR §250.53(a)(6)).
    a. The SFA shall consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.
    b. At the end of the year, the FSMC shall reconcile the value of USDA Foods received against credits provided on monthly invoices. The contractor shall provide final credit of any balance due to the SFA. The total credit given for USDA Foods in each year must equal the USDA Foods, including bonus foods, received to the SFA. The credits must also encompass any transfers from other SFA and/or the state agency accepted in excess of directly received USDA Foods.
14. The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the FSMC to maintain records as required by 7 CFR §250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the FSMC shall be subject to the provisions of 7 CFR §250.13(e). The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
15. If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the SFA. The FSMC will issue all such credit in full prior to the expiration of each Contract Term. Any extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions related to USDA foods.
16. The FSMC will comply with 7 CFR §§250.14(b), 250.52, and 250.53(a)(9) concerning storage and inventory management of USDA Foods. Failure by the FSMC to maintain the required records under the Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
17. The FSMC will comply, as applicable, with 7 CFR §§250.51 and 250.52 concerning payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of foods processed in products to the SFA, in accordance with requirements in 7 CFR Part 250 Subpart C.
18. The FSMC shall allow the SFA and/or any state or federal representative or auditor, including USDA or their duly authorized representatives, to perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods (reference: 7 CFR §250.53(a)(10)).
19. The FSMC shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR §§250.54(b) and 250.53(a)(11).
20. The FSMC acknowledges that the renewal of the Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods (reference: 7 CFR §250.53(a)(12)).

F. **Employees**

1. The FSMC shall provide and pay a staff of qualified, trained management (and operational) employees assigned to duty on the SFA's premises for the efficient operation of the Programs.
2. The SFA must designate if current SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or the FSMC.
   Employees shall be retained by: (check only one)

   - ○ SFA (See Exhibit C, Chart 2)
   - ○ FSMC(See Exhibit E)
   - ◉ Both SFA and FSMC(See Exhibit C, Chart 2, and Exhibit E)

3. Each position engaged in or required for operating the Program(s) shall be identified, including whether the position is SFA or FSMC personnel, in Chart 2 of Exhibit C, which is attached to this RFP and fully incorporated herein.
4. If the FSMC is required to retain labor for the operations, each position that will be transitioned from the SFA to the FSMC shall be identified by the SFA in Exhibit C, Chart 2 and Exhibit E Part 1, which are attached to this RFP and fully incorporated herein. The FSMC shall include the methodology or details regarding how labor will be transitioned to the FSMC in Exhibit E Part 2. Such items shall include salary, benefits, withholding requirements, and expected date of transition (or contract year).
5. For any employee positions that will be hired by the FSMC, the SFA shall provide in Exhibit E a list of each FSMC food service position and the minimum qualifications acceptable to the SFA for each position. The SFA shall have final approval regarding the hiring of the following positions assigned to the Food Service Program. List positions or N/A:

   Coordinator

6. Any food service position not identified in the above-stated exhibits shall be an employee of the SFA. Such employees shall be supervised on the SFA's behalf by the FSMC management employees; provided, however, that the SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
7. If a transition occurs, the FSMC shall give first consideration to current employees of the SFA or incumbent contractor when hiring employees to provide services pursuant to the Contract, but the FSMC shall not be obligated to hire such employees. The SFA shall not pay the cost of transferring the SFA employees to the FSMC payroll.
8. The FSMC shall provide Workers' Compensation coverage for its employees, as required by law.
9. The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to the use of the SFA's premises as established by the SFA and which are furnished in writing to the FSMC.
10. The FSMC shall maintain its personnel and fringe benefits policies for its employees, subject to review by the SFA.
11. The FSMC shall assign to duty on the SFA's premises only employees acceptable to the SFA.
12. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
13. The FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such a request is not in violation of any federal, state, or local employment laws. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff to avoid disruption of service.
14. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
15. The FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of the FSMC or the SFA discharged from or voluntarily leaving the service of the FSMC or the SFA with the intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
16. Both the SFA and the FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements as required by federal regulations, codified at 7 CFR §210.30, throughout the initial term and all renewals of the Contract. SFAs that operate the National School Lunch Program, or the School Breakfast Program must establish and implement professional standards for SNP directors, managers, and staff, as defined in 7 CFR §210.2. Both the SFA and the FSMC shall establish and implement the foregoing standards and requirements under the Contract. Under this provision, the FSMCs must provide technical training to staff outside of TDA training.

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

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

    The SFA will:

    a. Calculate the square footage of the kitchen by developing a percentage of utilities based on the square footage of the food service facilities in relation to the school's total square footage.
    b. Determine the percentage of time the kitchen is in use compared to the total campus use. (The kitchen may operate 7 hours but the school day with activities may be 9 hours.)
    c. Apply percentages to the average cost of the total utilities. The SFA will only charge utilities for kitchens during months of operation (if the kitchen was not operating in the summer. The district must not charge the food service operation for utilities during the summer months.) The district must not include cafeteria usage when the cafeteria is used for purposes other than feeding students (pep rallies, study hall, evening functions).
11. The SFA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules, and regulations.
12. The SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
13. The FSMC shall not remove any food preparation and serving equipment owned by the SFA from the SFA's premises.
14. Upon termination of the Contract, the FSMC shall surrender to the SFA all the SFA's equipment and furnishings used in the SFA's Food Service Program in good repair and condition, reasonable wear and tear is excepted.

H. **Health Certifications/Food Safety/Sanitation**

1. The FSMC shall maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety inspection requirements of 7 CFR §§210.13(b) and 210.9(b)(14).
2. The FSMC shall maintain all State of Texas and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of the Contract (reference: 7 CFR §210.16(c)(2)).
3. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
4. The FSMC shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food (reference: 7 CFR §210.16(a)(7)).
5. The SFA shall maintain applicable health certification and ensure that the FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing, or serving meals at a SFA facility (reference: 7 CFR §210.16(a)(7)).
6. The SFA shall provide sanitary toilets and handwashing facilities for the employees of the FSMC.
7. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of the SFA.
8. The FSMC shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by 42 USC §1758(h)(5)(A).
9. The FSMC shall allow at least two health inspections to be conducted by the Health Department at every site involved in the school meal preparation and/or service as required by 42 USC §1758(h)(1).

I. **Financial Terms**

1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants, and loans shall be credited to the Nonprofit School Food Service Account daily. Any profit or guaranteed return shall remain in the SFA's NonProfit School Food Service Account.
2. All facilities and equipment to be provided by the SFA shall be provided at SFA's expense.
3. Meal Equivalency Factor (MEF)
   a. The MEF is (previous free reimbursement rate + meal certification + State Match + USDA Foods assistance rate) used in the statistical formula used to convert non-program sales into meal equivalents for billing purposes for Contracts. The MEF formula is à la carte sales (Non program revenue) / meal equivalency factor. (Contracting with Food Service Management Companies: Guidance for School Food Authorities
   b. The MEF shall be updated annually for any year that the contract is renewed.
   c. The MEF shall be published by TDA yearly.
   d. Meal equivalents shall be determined with the following formula:
   Sales (revenue in dollars) / MEF
4. Financial Guarantee
   a. All revenue received in the operation of the contract must be accured to the Nonprofit School Food Service Account.
   b. As part of this RFP and based on projected revenue and expenses (as outlined in Exhibit B), the SFA has determined that a financial guarantee is required for the term of the Contract (initial and renewal years, if any).

      - (●) Breakeven position required
      - ( ) Financial Guarantee Amount $
      - ( ) Subsidy Amount $
      - ( ) No Guarantee Required

   c. Any guarantee offered by the FSMC shall be based solely on the information contained in this RFP. Additional addendum and terms are not permitted.
5. Payment Terms/Method
   a. The FSMC must be paid at a fixed rate per meal/meal equivalent. The proposal/bid rate per meal must be calculated as if no USDA Foods were available. The method by which the FSMC will use and account for USDA Foods shall be in accordance with Section VI, Subsection E, USDA Foods, hereinabove. The FSMC shall invoice the SFA within 14 calendar days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.
   b. The SFA shall make payment in accordance with the Texas Prompt Payment Act, Tex. Gov't Code Chapter 2251; however, no interest or finance charges that may accrue under the Contract may be paid from the SFA's Nonprofit School Food Service Account.
   c. The FSMC must submit detailed documentation for each Accounting Period to support what the SFA is charged. Upon termination of the Contract, all outstanding amounts shall immediately become due and payable. Each invoice submitted by FSMC will include reconciliation for any overpayment or underpayment from prior Accounting Periods and shall identify and account for donated food as stated hereinabove.
   d. The FSMC shall be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll, and withholding taxes, for the FSMC employees. The FSMC shall indemnify and hold SFA harmless for all claims arising from the non-payment of such taxes and fees.
   e. Applicable only if a subsidy is requested in Section VI, Subsection I, paragraph 4 above: The SFA and FSMC shall cooperate to ensure that the SFA's Food Service Program is operated in accordance with SFA's Food Service Budget. In the event that the FSMC's operation of the SFA's Food Service Total Expenses are greater than Total Revenue, FSMC shall within 30 calendar days pay SFA a subsidy payment as outlined in #4 above. In the event that the FSMC pays a subsidy, the FSMC may not recover the subsidy from the SFA in subsequent Contract years.
   f. The SFA shall not be responsible for any expenditure incurred by the FSMC before the execution of the Contract and approval by TDA.
   g. Payments on any claim shall not preclude the SFA from adjusting payment to the FSMC of any item found not to have been in accordance with the provisions of this RFP and Contract and bid specifications.
   h. The SFA shall retain control of the Nonprofit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
   i. The SFA shall establish all selling prices, including price adjustments, for all reimbursable, non-reimbursable meals/milk, à la carte, and non-program sales (including vending, adult meals, contract meals, concessions, unpaid/alternate meals and catering) prices
   j. FSMC shall within 30 calendar days pay SFA the full amount of any meal overclaims, disallowed costs, or other fiscal actions that are attributable to the FSMC's actions hereunder, including those overclaims based on review or audit findings that occurred during the Effective Dates of original and renewal Contracts.

J. **Books and Records**

1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA requires for reviews, compliance, etc.
2. The SFA shall be responsible for the establishment and maintenance of the free and reduced- price meals' eligibility documentation (reference: 7 CFR §§210.7(c), 210.9(b)(18) and 245.6(e)).
3. The FSMC shall provide the SFA with a year-end statement.
4. The SFA and FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single audit, Administrative Review, and Procurement Review.
5. The FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the SFA and/or any state or federal representatives and auditors. If audit findings regarding the FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three years for as long as required for the resolution of the issues raised by the audit (reference: 7 CFR §210.9(b)(17) and 2 CFR §200.334).
6. Authorized representatives of the SFA, TDA, USDA, and USDA's Office of the Inspector General shall have the right to conduct on-site administrative reviews of the food service operation.
7. The FSMC shall not remove federally required records from the SFA premises upon the expiration or termination of the Contract.
8. The FSMC shall maintain such records as the school food authority will need to support its Claim for Reimbursement under this part, and shall, at a minimum, report claim information to the school food authority promptly at the end of each month. Such records shall be made available to the school food authority, upon request, and shall be retained in accordance with 7 CFR §§210.23(c) and 210.16(c)(1).

K. **Termination**

1. If at any time, the SFA shall make a reasonable decision that adequate funding from federal, state, or local sources shall not be available to carry out its financial obligation to the FSMC, then the SFA shall have the option to terminate the contract by giving ten (10) days' written notice to the FSMC.
2. Either party may terminate the contract for cause or for convenience by giving sixty (60) days’ written notice.
3. The SFA reserves the right to terminate this Contract if the FSMC materially fails to comply with any of the requirements of this Contract and/or commits a material violation or breach of Contract terms. The SFA shall notify the FSMC, in writing, of specific instances of noncompliance or default, and the FSMC shall have thirty (30) days within which to cure the noncompliance or default. If the noncompliance or default is not cured within that time, the SFA shall have the right, upon written notice, to immediately terminate the Contract. The SFA’s right of termination provided in this clause shall not be exclusive and is in addition to any other rights and remedies provided by law or in equity.
4. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by the Contract, failure to provide required periodic information or statements, or failure to maintain quality of service at a level satisfactory to the SFA, the SFA may terminate the Contract immediately.
5. In the event that either party is prevented from performing its obligations under the Contract by war, acts of public enemies, fire, flood, public health emergencies, or acts of God (individually each known as a “Force Majeure Event”), that party shall be excused from performance for the period of such Force Majeure Event exists.
6. In the event of the FSMC’s nonperformance under the Contract or the violation or breach of the terms of the Contract, the SFA shall have the right to pursue any available administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
7. The SFA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from the Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.
8. As the contract end date approaches ending by either Contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC or SFA if SFA is returning to self- operated food service and with TDA to ensure a smooth and timely transition to the replacement FSMC or SFA.

L. **Insurance**

1. The FSMC shall maintain for the term of the Contract (initial and renewal years, if any) the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Texas. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of the award.
2. The information below must be completed by the SFA:
    a. Comprehensive General Liability-includes coverage for:
        1. Premises-Operations
        2. Products-Completed Operations
        3. Contractual Insurance
        4. Broad Form Property Damage
        5. Independent Contractors
        6. Personal Injury $ 1,000,000.00 Combined Single Limit.
    b. Automobile Liability coverage with a $ 1,000,000.00 Combined Single Limit.
    c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of $ 1,000,000.00
    d. Excess Umbrella Liability with a combined single limit of $ 1,000,000.00
3. The SFA shall be included as an additional insured on General Liability, Automobile, and Excess Umbrella policies.
4. The contact of insurance and the FSMC shall provide notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.The FSMC shall obtain new insurance coverage to ensure no gap in coverage.
5. Notwithstanding any other provision of the Contract, the SFA shall not be liable to the FSMC for any indemnity.

M. **Trade Secrets and Proprietary Information**

1. During the term of the Contract, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations (“Trade Secrets”). The SFA shall not disclose any of the FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of the Contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Contract. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the SFA, the SFA specifically agrees to that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the SFA. Furthermore, the SFA's access or use of such software shall not create any right, title, interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the Contract. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All SFA's obligations under this section are subject to SFA’s obligations under the Texas Public Information Act and any other law that may require SFA to use, reproduce, or disclose the FSMC’s confidential information. This provision shall survive the termination of the Contract.
2. The SFA shall not require any FSMC proprietary financial, point of sale, marketing, technology or other item as a requirement for the RFP to ensure fair and open competition.
3. Any discovery, invention, software, or program, the development of which is paid for by the SFA, shall be the property of the SFA to which TDA and USDA shall have unrestricted rights.
4. During the term of the Contract, the FSMC may have access to the SFA confidential information (“SFA Confidential Information”), including student identifiable confidential information that is protected from disclosure by federal law 42 USC §1758(b)(6). The FSMC agrees to hold any SFA Confidential Information in confidence during the term of the Contract and thereafter. The FSMC further agrees that the FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of the FSMC’s obligations under the Contract. The FSMC will use reasonable security measures to protect the SFA’s Confidential Information from unauthorized access, use, or disclosure and ensure that the SFA’s Confidential Information is not disclosed or distributed in violation of the terms of the Contract. Immediately upon the termination or expiration of the Contract, the FSMC shall return to the SFA any copies of the SFA’s Confidential Information provided to the FSMC by the SFA, and the FSMC will destroy all other copies of the SFA’s Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

N. **Summer Food Service Program (SFSP)**

Choose One:

- ○ SFA does or plans to participate in the SFSP [SFA must complete the entire section]
- ◉ SFA does not participate in the SFSP [If this answer is chosen, then Section VI, Subsection N does not apply]

1. SFA shall be responsible for determining the eligibility of all SFSP sites.
2. SFA, as a sponsor, shall be responsible for all management responsibilities of the SFSP, as described in 7 CFR §225.15 (a)(3).
3. Bonding requirements.
   a. Bid guarantee: Bids that exceed $100,000 (the State's small purchase threshold) shall include a bid guarantee in the amount of $ _____ [Enter an amount less than 5% nor more than 10% of the total estimated value of the contract].
   Bid guarantees will be returned (a) to unsuccessful Offerors as soon as practicable after the opening of proposals and (b) to the successful Offeror upon execution of such further contractual documents (i.e., insurance coverage) and bonds as may be required by the bid (reference: 7 CFR §225.15(m)(5)).
   b. Performance bond (required when the value of the Contract exceeds $100,000, the State's small purchase threshold): Within ten (10) days of the awarding of the contract, the successful Offeror shall provide SFA with a performance bond in the amount of $ _____ [Enter an amount not less than 10% nor more than 25% of the estimated value of the Contract].
   Performance bonds shall be in effect for the life of the Contract or renewed annually (reference: 7 CFR §225.15(m)(6)).
   c. Bid guarantees and performance bonds must be obtained from a surety company listed in the current U.S. Department of Treasury Circular 570. No alternative forms of bid guarantees or performance bonds are allowed, including but not limited to cash, certified checks, letters of credit, or escrow accounts (reference: 7 CFR §225.15(m)(7)).
4. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
5. The FSMC must comply with the 21-day menu cycle developed by SFA for the SFSP, (Exhibit M) which is included in the RFP. No changes are permitted to the 21-day cycle menu.
6. After the initial 21-day cycle, the SFA shall approve any changes to the menus no later than two weeks prior to service.
7. The SFA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits to all sites for pre-approval and during the operation of the program.
8. The SFA will make the final determination of the opening and closing dates of all SFSP sites, if applicable.
9. The FSMC may use foods to conduct SFSP in accordance with Section VI, Subsection E, USDA Foods hereinabove and 7 CFR Part 225 and 2 CFR Part 200.

O. **Certifications**

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

P. **Miscellaneous**

1. Emergency Notifications.
   a. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge, delays or emergency situations. Notification will be provided to:

Name:	
Title:	
Telephone number:	
Alternate telephone number:	

2. Governing Law. The Contract is governed by and shall be construed in accordance with Texas and federal law.
3. Headings. All headings contained in the Contract are for convenience of reference only, do not form a part of the Contract, and shall not affect in any way the meaning or interpretation of the Contract.
4. Incorporation/Amendments. This Request for Proposal, including all attachments and any approved addenda thereto, and required proposal documents constitute the entire agreement between the parties with relation to the transaction contemplated hereby. In the event of a conflict between or among any of the terms of the documents that make up the contract, such conflicts shall be resolved by referring to the documents in the following order of priority: (i) SFA's RFP including all approved addenda and attachments; and (ii) FSMC's required proposal documents. No modification or amendment to the Contract shall become valid unless it is made in writing, signed by the parties, and approved by TDA..
5. **INDEMNITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE CONTRACT, FSMC SHALL DEFEND, INDEMNIFY, AND HOLD SFA HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITY, LOSS, AND EXPENSES, INCLUDING REASONABLE COLLECTION EXPENSES, ATTORNEYS' FEES, AND COURT COSTS THAT MAY ARISE BECAUSE OF THE ACTIONS OF FSMC, ITS AGENTS OR EMPLOYEES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THE CONTRACT, EXCEPT TO THE EXTENT ANY SUCH CLAIMS OR ACTIONS RESULT FROM THE NEGLIGENCE OF SFA, ITS EMPLOYEES OR AGENTS. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THE CONTRACT.**
6. Nondiscrimination. Both the SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, FFVP, CACFP, SSO, or SFSP will be discriminated against based on race, color, national origin, sex, age, or disability.
7. Notices. All notices, consents, waivers, or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA:	Jamie Moore
Copy:	Superintendent
Address:	1001 Elsie PO Box 1030 Panhandle, Texas 79068
Phone number:	8065373566
Email:	jamie.moore@panhandleisd.net
To FSMC:	
Copy:	
Address:	
Phone number:	
Email:	

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

AGREEMENT

Offeror certifies that the FSMC shall operate the SFA's school food service in accordance with all applicable state and federal regulations. Offeror certifies that all terms and conditions within the Proposal shall be considered a part of the Contract as if incorporated herein. The Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods. IN WITNESS WHEREOF, the parties hereto have caused the Contract to be signed by their duly authorized representatives.

ATTEST: School Food Authority

PANHANDLE ISD — Name of SFA

Signature of Authorized Representative

(SFA cannot sign until approved by TDA) 7 CFR §210.19(a)(5)

Typed Name of Authorized Representative

Title

mm/dd/yyyy — Date Signed

ATTEST: Food Services Management Company

Name of FSMC (will auto populate throughout document)

Signature of Authorized Representative
(FSMC cannot sign until approved by TDA, 7 CFR 210.19(a)(5))

Typed Name of Authorized Representative

Title

mm/dd/yyyy — Date Signed

Exhibit A: Site Information for Services Required

Site/School	Grades Served	New or Closing	Meal Prep Type SP=Self- prep SA=Satellite	Breakfast Serving Time Begins	Breakfast Serving Time Ends	Lunch Serving Time Begins	Lunch Serving Time Ends	Lunch (NSLP)	Breakfast (SBP)	Adult À la carte Extra Sales	Offer vs. Serve (select by campus)	ASCP Snacks (NSLP)/CACFP At-Risk Snacks	Summer(SSO/SFSP)	CACFP At-Risk Meals*	CACFP Traditional Snack	CACFP Traditional Breakfast	CACFP Traditional Lunch	Catering	Concessions
Panhandle Elem	PreK-5	Select	SP self-prep	07:30 AM	08:30 AM	10:45 AM	12:45 PM	☑	☑	☑	☑	☐	☐	☐	☐	☐	☐	☑	☐
Panhandle HS	9-12	Select	SP self-prep	07:30 AM	09:15 AM	10:55 AM	01:15 PM	☑	☑	☑	☑	☐	☐	☐	☐	☐	☐	☑	☐
Panhandle JH	6-8	Select	SP self-prep	07:31 AM	09:15 AM	10:55 AM	01:15 PM	☑	☑	☑	☑	☐	☐	☐	☐	☐	☐	☑	☐

*At Risk Meals could include one of the following meal services: breakfast, lunch or supper.

Special Circumstances

Enter Special Circumstances here..

Exhibit B: Budget

Projected Revenue: Based on 171 (Number) days of meal service in the School Year 2026-2027 and using 2025-2026 reimbursement rates, the SFA shall multiply the rates by the actual meals served from School Year 2024-2025. If there is a projected decrease or increase in enrollment expected for school year 2026-2027. The budget should be adjusted to reflect the anticipated change in projected revenue.

Consolidated Food Service Budget School Year 2026-2027

Revenue:		
Local		
Student Breakfast Sales Revenue	$	21,478.00
Student Lunch Sales Revenue	$	76,357.00
Adult & À la carte Sales Revenue	$	88,019.00
Catering & Other Non-Program Revenue	$	5,742.00
Total Sales	$	191,596.00
Reimbursement		
School Breakfast Program	$	28,372.00
National School Lunch Program	$	77,005.00
After-school/At-Risk Snack Program	$	0.00
CACFP Meals Program	$	0.00
SSO/SFSP Meals Program	$	0.00
State Matching Reimbursement	$	2,245.00
Other Federal/State Reimbursement	$	0.00
Total Reimbursement	$	107,622.00
Total Revenue: (Total Sales + Total Reimbursement)	$	299,218.00
Expenses:		
Projected Total Expenses	$	299,218.00
Estimated Budget Projection:		
Total Revenue (Sales + Reimbursement)-Expenses	$	0.00
USDA Foods Entitlement Allocation Estimate:	$	14,402.00

SFA Contact for Budget Completion:

Name: Jamie Moore

Phone: 8065373566

Exhibit C: Charts

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

Chart 1 - Campus Enrollment

Projected Enrollment Chart (By Campus)- Projected New or Closing campuses, anticipated School Year must be included.

Use the format below:

Name of Campus	Campus Type	Enrollment	CEP or P2 Participation Yes/No/NA	Anticipated School Year
Panhandle Elem	Elementary	290	No	2027
Panhandle HS	Secondary	201	No	2027
Panhandle JH	Secondary	129	No	2027

To add or remove Campus Enrollment data, please add or remove school sites from Exhibit A.

Chart 2 - Staffing

A. Staffing Chart to identify which position is SFA or FSMC by type.
B. Labor Transitions (if applicable)
   i. Identify SFA position within the staffing chart above with a (T) for the SFA position that will transition the base year of the contract
   ii. Identify the SFA position within the staffing chart above with a (TA) if transition will be through attrition

Use the format below:

Site/School Name	Campus Type	Employee Title	Employee Count	Work Schedule (Hours)	Hours Frequency	SFA or FSMC Employee	Transition Base Year(T) OR Transition through Attrition(TA) (If employee is FSMC, not applicable)
Panhandle Elementar	Elementary School	Child Nutrition Worker	1	7	Daily	SFA	TA
Panhandle Elementary	Elementary School	Child Nutrition Worker	1	7	Daily	FSMC	
Panhandle HS	Secondary School	Child Nutrition Worker	1	7	Daily	FSMC	
Panhandle	Central Office	Coordinator	1	16	Week	FSMC	
Panhandle Elementary	Elementary School	Kitchen Manager	1	8	Daily	FSMC	
Panhandle HS	Secondary School	Child Nutrition Worker	1	7	Daily	FSMC	
Panhandle HS	Secondary School	Kitchen Manager	1	8	Daily	FSMC	

Chart 3 - Participation Data

Participation Data for the prior year by program and eligibility category: free, reduced-price, and paid, number of reimbursable meals served annually, and the average daily participation (ADP) by individual school. Use the format below:

School Name	Program Type	Free	Reduced Price	Paid	Meals Served	Service Days	Average Daily Participation (ADP)
Pahandle HS	NSLP (National School Lunch Program)	2927	77	2110	5114	172	29
Pahandle HS	SBP (School Breakfast Program)	2379	80	3220	5679	172	33
Panhandle Elem	NSLP (National School Lunch Program)	7054	519	16988	24561	172	142
Panhandle Elem	SBP (School Breakfast Program)	3930	135	5209	9274	172	53
Panhandle JH	NSLP (National School Lunch Program)	3329	326	6238	9893	172	57
Panhandle JH	SBP (School Breakfast Program)	1741	270	2220	4231	172	24

To add new Participation Data click on the Add school to participation data button in Exhibit C : Chart 1.

Chart 4 - District Meal Prices for the 2025-2026 School Year

Use the format below:

Program	School Type	Category	Price
Breakfast	Elementary	Paid	$ 1.85
Lunch	Elementary	Paid	$ 2.90
Breakfast	Middle School	Paid	$ 2.15
Lunch	Middle School	Paid	$ 3.20
Breakfast	High School	Paid	$ 2.15
Lunch	High School	Paid	$ 3.20

Chart 5:

Submit copies of prior year and current year-to-date Program(s) Claim Year Summary Report from TX-UNPS.

Chart 6 - School Calendar for 2026-2027

If the SFA does not have an approved school calendar, the projected calendar may be provided. The calendar needs to indicate if the SFA is operating on a five-day or four-day week.

Select type of Calendar ○ Approved Calendar ◉ Projected Calendar

Operating ○ Four-day week ◉ Five-day week ○ Hybrid ○ Seven-day week (RCCI only)

2024 - 2025 NSLP Claim Year Summary

00163 Status: Active
PANHANDLE ISD
DBA:
1001 Elsie St.
PANHANDLE, TX 79068-1030
County District Code: 033-902
ESC: 16 TDA Region: 1

Claim Month	Adj Number	Claim Status	Date Received	Date Processed	Earned Amount
Jul 2024					$0.00
Aug 2024	0	Processed	09/05/2024	09/10/2024	$9,423.78
Sep 2024	0	Processed	10/11/2024	10/17/2024	$14,903.33
Oct 2024	0	Processed	11/01/2024	11/07/2024	$12,718.07
Nov 2024	0	Processed	12/02/2024	12/05/2024	$9,042.38
Dec 2024	0	Processed	01/08/2025	01/14/2025	$8,483.77
Jan 2025	0	Processed	02/06/2025	02/11/2025	$10,363.58
Feb 2025	0	Processed	03/04/2025	03/11/2025	$11,642.45
Mar 2025	0	Processed	04/01/2025	04/15/2025	$9,675.27
Apr 2025	0	Processed	05/01/2025	05/06/2025	$13,023.20
May 2025	0	Processed	05/21/2025	06/03/2025	$5,975.98
Jun 2025					$0.00
				Year to Date Totals	**$105,251.81**

2025 - 2026 NSLP Claim Year Summary

00163 Status: Active
PANHANDLE ISD
DBA:
1001 Elsie St.
PANHANDLE, TX 79068-1030
County District Code: 033-902
ESC: 16 TDA Region: 1

Claim Month	Adj Number	Claim Status	Date Received	Date Processed	Earned Amount
Jul 2025					$0.00
Aug 2025	0	Processed	09/02/2025	09/16/2025	$7,026.13
Sep 2025	0	Processed	10/01/2025	10/07/2025	$13,257.22
Oct 2025	0	Processed	11/03/2025	11/18/2025	$12,741.58
Nov 2025	0	Accepted	12/02/2025		$8,743.64
Dec 2025					$0.00
Jan 2026					$0.00
Feb 2026					$0.00
Mar 2026					$0.00
Apr 2026					$0.00
May 2026					$0.00
Jun 2026					$0.00
				Year to Date Totals	**$41,768.57**

2026-2027

Panhandle ISD

1001 Elsie Street
806-537-3568
Fax: 806-537-5553
Panhandle, TX 79068

July '26

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August '26

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September '26

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October '26

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November '26

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December '26

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1st Six Weeks

Aug 04-11	Staff Development
Aug 12	First Day of School for Students/Staff
Sept 07	Labor Day-Student Staff Holiday
Sept 18	Six Weeks Ends

2nd Six Weeks

Sept 21	Six weeks begins
Oct 12	Columbus Day-Student/Staff Holiday
Oct 30	End of Six Weeks

3rd Six Weeks

Nov 02	Six weeks begins
Nov 23-27	Thanksgiving - Student/Staff Holiday
Nov 30	State Testing Begins
Dec 11	State Testing Ends
Dec 18	End of 3rd Six Weeks / End of Semester
	Early Release
Dec 21-25	Christmas - Student /Staff Holiday

4th Six Weeks

Jan 04	Staff Development
Jan 05	Six Weeks Begins
Jan 15	Snow Day - Carson County Stock Show
Feb 12	Six Weeks Ends

5th Six Weeks

Feb 15	Presidents Day - Student Staff Holiday
Feb 16	Six Weeks Begins
Mar 15-19	Spring Break
Apr 01	SIx Weeks Ends
Apr 02	Snow Day

6th Six Weeks

Apr 05	Six Weeks Begins
	State Testing Begins
May 14	End of 6th Six Weeks/ End of Semester
	Early Release
June 14-25	State Testing

January '27

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February '27

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March '27

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April '27

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May '27

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June '27

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Yearly Calendar Template © 2021 Vertex42.com. Free to Print. https://www.vertex42.com/ExcelTemplates/yearly-calendar.html

Exhibit D: Designation of Program Expenses

This exhibit represents the expenses the SFA has deemed are the responsibility of the FSMC and must be included in their fixed meal price offer as part of the bid specifications. When the SFA applies an X in a selected expense column, either the FSMC or the SFA will be responsible for the specified expense during the life of the contract. Only one choice for each expense. Both the SFA and the FSMC cannot be checked for the same expense. If the expense does not apply, check N/A.

DESCRIPTION	FSMC	SFA	N/A
FOOD:			
Food Purchases	◉	○	
USDA Foods Processing	◉	○	○
USDA Foods Storage/Distribution	○	◉	○
Other School Nutrition Program Food Storage	◉	○	○
LABOR:			
FSMC Employees	◉	○	○
SFA Employees	○	◉	○
CLEANING EXPENSES:			
Food Preparation Areas (Include Equipment)	◉	○	○
Serving Areas	◉	○	○
Kitchen Areas	◉	○	○
Dining Room Floors	○	◉	○
Periodic Waxing and Buffing of Dining Room Floors	○	◉	○
Restrooms for Food Service Employees	○	◉	○
Grease Traps	○	◉	○
Cleaning of Dining Room Tables and Chairs	○	◉	○
Cafeteria Walls	○	◉	○
Kitchen Walls	○	◉	○
Light Fixtures	○	◉	○
Windows	○	◉	○
Window Coverings	○	◉	○
Hoods	○	◉	○
Grease Filters	○	◉	○
Duct Work	○	◉	○
Exhaust Fans	○	◉	○
TRASH REMOVAL:			
From Kitchen	◉	○	○
From Dining Area	○	◉	○
From Premises	○	◉	○
OTHER EXPENSES:			
Smallware Replacements	◉	○	○
Paper/Disposable Supplies	○	◉	○
Uniforms	◉	○	○
Laundry	◉	○	○
Pest Control/Insect/Extermination	○	◉	○
Other	○	○	◉

Exhibit E: Schedule of FSMC Employees

1. For each position hired by the FSMC, the SFA must provide minimum job descriptions & qualifications for each FSMC position.

Job Title	Minimum Qualifications
Child Nutrition Worker	Child nutrition worker functions include food production; sanitation, safety, and security; customer service; program regulations and accountability; equipment use and care; and professional excellence. High School Diploma or equivalent preferred. One year of experience in school food service preferred.
Coordinator	The Coordinator will oversee all aspects of the district Child Nutrition Program (CNP) operation as awarded in the FSMC contract. The job functions include managing, supervising, planning, directing assessing, implementing, and evaluating the program to meet the nutritional and educational needs of children, as they relate to the CNP. Shall partner with others in the district and community to solicit support for the development of a sound nurtirion assistance food program while following federal, state, and local guidelines. College degree preferred, but not required. Minimum of three years experience in food service. Must have good communication skills and be able to communicate with all levels of school district students and. employees. Must have skills in personnel management.
Kitchen Manager	The Kitchen Manager oversees all back-of-house operations, including managing staff, controlling inventory, and ensuring food quality and safety. High School Diploma or equivalent preferred. Three years experience in food service preferred. Must have good communication skills and be able to communicate with all levels of school district students and. employees. Must have skills in personnel management.

2. FSMC must provide a proposed methodology to address attrition of each employee from SFA to the FSMC. Applicable Transition plan to include:
   a. Employee’s position
   b. Current salaries
   c. Benefits
   d. Transition Timeframe (specify year of contract).

Exhibit F: Food Specifications

All food specifications must meet the requirements of the USDA Food Buying Guide (FBG), 7 CFR Parts 210, 215, 220, 225, 226, USDA Guidance Memos, Buy American Provisions, any other applicable federal regulations, and TDA's Complete Administrative Reference Manual (ARM), Complete CACFP At risk Afterschool Care Centers Handbook, Complete CACFP Child Care Center Handbook, and SFSP Supplemental Handbook.

- All USDA foods offered to the SFA and made available to the FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.
- All food and food products purchased on behalf of the SFA must be in compliance with Buy American provisions. Food products must be produced in the United States, and food products must be processed in the United States using over 51% of domestic foods by weight or volume.
- FSMCs providing food products to SFAs must ensure compliance with the Final Rule for child nutrition programs, consistent with the Dietary Guidelines for Americans 2020-2025 DGAs. The final rule has a phased in approach for NSLP, SBP, SFSP, Special Milk Program, and CACFP. FSMC operators must ensure compliance with the Final Rule in menu development and service. (Reference 7 CFR §210,7 CFR §215, 7 CFR §220, 7 CFR §225, and 7 CFR §226
- The FSMC must ensure meals comply with Final Rule annual requirements for additional sugars and sodium targets. The FSMC must provide this information to the SFA to ensure continued compliance.

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

- Grains must be made from whole grain, whole-grain rich flour/meal, or enriched grain. Cereals may be whole grain, whole-grain rich, enriched grain, or fortified grain. All grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the USDA FBG or as appropriately identified on a food nutrition label or product manufacturer's statement. If applicable, the product should be in moisture-proof wrapping and pack code date provided. Breakfast cereals may have no more than six grams of added sugars per dry ounce.
- All meat and poultry must have been inspected by the USDA and must be free of color or odor.
  a. Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
  b. Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in Specifications for Poultry Products, A Guide for Food Service Operators from USDA.
  c. For breaded and battered items, all flour must be whole-grain or enriched for bread/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
  d. For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry and must be processed in the United States using over 51% domestic meats. No variety of meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese must be from domestic milk sources and should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive moisture and salt content and be processed in the United States.
- All fish must have been inspected by the United States Department of Commerce (USDC) and meet the minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC. All fish must also be in compliance with the Buy American provisions for farmed and wild fish as described in SP 32-2019.
- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have a characteristic color and good flavor and be well- shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All fresh vegetables must be from domestic sources, ripe and in good condition when delivered, and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All canned vegetables must be produced and processed in the United States using over 51% domestic vegetables by weight or volume; meet the food distributors' first quality level (extra fancy and fancy); canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay. If a non-domestic exception is needed, the required documentation and tracking must be provided.
- Eggs must be from domestic sources, inspected and passed by the state or federal Department of Agriculture, and used within 30 days of the date on the carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off-color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be from domestic sources and offered in a variety of at least two different fat contents. If flavored milk is offered in the National Lunch Program or School Breakfast program, unflavored milk must also be offered as a selection. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards. Flavored milk may have no more than 10 grams of added sugar per eight ounces. Flavored milk sold as a competitive food for middle and high schools, no more than fifteen grams of added sugar per twelve fluid ounces.
- Yogurt may not have more than 12 grams of added sugars per six ounces.
- Other (additional SFA requirements): If no additional SFA requirement, please answer Not Applicable (N/A)
  List here.

Fresh Fruits and Vegetables should be offered daily
A scratch, or semi-scratch, cooked meal should be offered daily

Exhibit G: Price Proposal Form

The undersigned FSMC proposes to manage the SFA's school food service at the fixed per-meal rates shown below, subject to the terms of this RFP including the SFA's estimated total numbers of meals shown below. If the contract is awarded, the FSMC will bill the SFA for meals and meal equivalents at the fixed rates shown below, without any additional charges. The meal prices in this proposal must not consider the value of USDA Foods that the FSMC may receive for use during the year. The FSMC will fully credit SFA for the value of USDA Foods received for use. The FSMC acknowledges that the contract will be awarded based primarily on the lowest proposed Total Cost to SFA, shown below, combined with the SFA's evaluation of non-price criteria specified in the RFP.

Program	FSMC's Proposed Fixed Price per Meal or Equivalent	x	SFA's Estimated Annual Meals or Meal Equivalents-all sites	=	FSMC's Proposed Cost to SFA—all sites (extended cost)
Breakfast (SBP)	$	x	19184	=	$
Lunch (NSLP)	$	x	39597	=	$
Milk (SMP)	$	x		=	$
NSLP After School Care Program (ASCP)/CACFP At-Risk Snack Program	$	x		=	$
Traditional Snacks (CACFP)	$	x		=	$
At-Risk Breakfast (CACFP)	$	x		=	$
At-Risk Lunch/Supper (CACFP)	$	x		=	$
Traditional Breakfast (CACFP)	$	x		=	$
Traditional Lunch (CACFP)	$	x		=	$
Summer (SFSP/SSO) Breakfast	$	x		=	$
Summer (SFSP/SSO) Lunch / Supper	$	x		=	$
Summer (SFSP/SSO) Snack	$	x		=	$
Non-Program Meal Equivalent	$	x	18798	=	$
FSMC's proposed Total Cost to SFA:					$

Financial Guarantee-Offeror must select one of the following options:

- ○ Breakeven position required
- ○ Financial Guarantee Amount $
- ○ Subsidy Amount $
- ○ No Guarantee Required

Submitted by:

Company:

Printed Name and Title of Authorized Representative:

Signature:

Date: mm/dd/yyyy

Exhibit H: SFA Protest Procedures

SFA must include their protest procedures here.

Bid/Proposal Questions and Protest Procedures
An interested party may protest any of the following situations:

- Solicitation or other request for offers for a contract for the procurement of property of services
- Cancellation of a solicitation or other request
- Award of proposed award of contract
- Termination of a contract, if the protest alleges that the termination was based on improprieties in the administration of the contract

Panhandle ISD will do the following

- Include clear instructions in each solicitation document regarding questions and protest procedures
- Follow all written procedures to resolve protests
- Ensure that all protests are resolved
- Retain all documentation related to a protest
- Notify TDA when a protest is received

Panhandle ISD will address all respondent protest within 48 hours of the bid award. In the event a deadline falls on a weekend, federal holiday or other day when Panhandle ISD is closed, the deadline is extended to the next business day. Panhandle ISD will provide evaluation scores and pricing at the request of the respondent. Violations of the law should be referred to the local, state, or Federal authority. (2 CFR, Section 200.318(k))

Panhandle ISD will allow respondents to request clarification of information prior to the close of the bid/proposal. The request must be received a minimum of 3 business days prior to the close of the bid/proposal. Panhandle ISD will address the request for additional information as an addendum to all respondents.

Respondents' deadline to submit a protest is 48 hours after non-award.
Please send written protests to:
Panhandle ISD
Attn: Jame Moore
PO Box 1030
Panhandle, Texas 79068
or
jamie.moore@panhandleisd.net

Exhibit I: Applicable Laws

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

Exhibit J: Anti-Collusion Affidavit

Sample Prototype Copy - No Entry Required

Exhibit J: Anti-Collusion Affidavit

STATE OF_____)

COUNTY OF_____)

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

_____

Signed

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

Notary Public (or Clerk or Judge) _____

My commission expires _____

Exhibit K: Certification Regarding Lobbying

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

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

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

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

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

Name of Company	
Name of Authorized Official or Representative	
Title of Authorized Official or Representative	
Signature of Authorized Official or Representative	
Date	mm/dd/yyyy

Exhibit L: Disclosure Form to Report Lobbying Activities

Sample Prototype Copy - No Entry Required

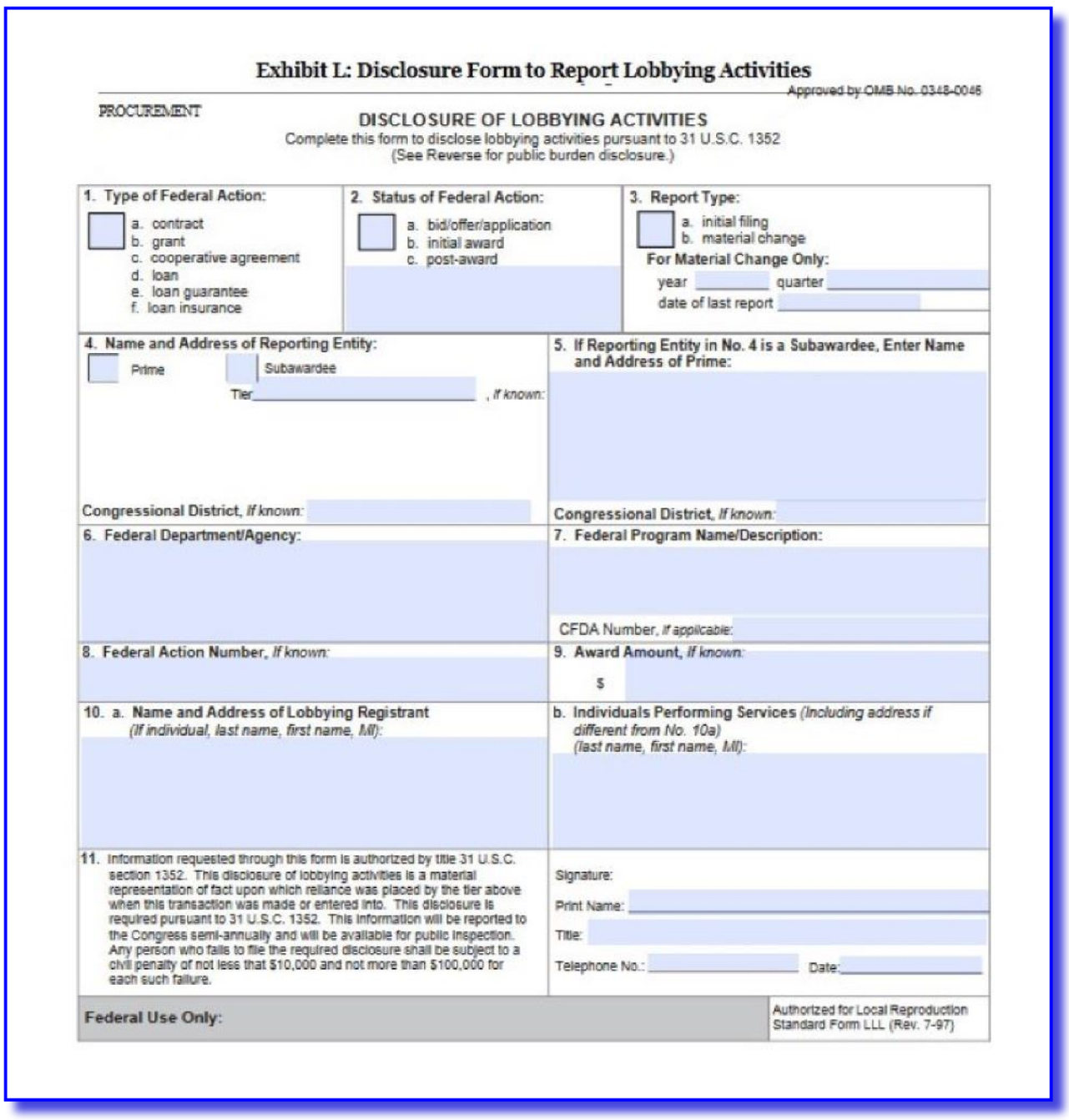


Exhibit L: Disclosure Form to Report Lobbying Activities

Approved by OMB No. 0348-0046

PROCUREMENT

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *If known:* **Congressional District,** *If known:*	**Congressional District,** *If known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *If applicable:*
8. Federal Action Number, *If known:*	**9. Award Amount,** *If known:* $
10. a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI):*	**b. Individuals Performing Services** *(Including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: Print Name: _____ Title: Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Exhibit L Continued:

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE FORM TO REPORT LOBBYING

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to section 1352, Title 31, U.S. Code. 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 for this report. If this a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward receipt. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks: Sub awardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90- 001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. a. Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
    b. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying officials shall sign and date the form, print his/her name and title.

Exhibit M: Menu Cycles

2026-2027 School Year

Select Program Type

NSLP

Select Meal Pattern

Pre-K

Select Campus Level

Elementary School

Is Pre-K Co-mingled

Not co-mingled

The 21-day cycle menu must be used for the first 21 days of service of the School Year for the Campus Level indicated.

Menu 1

Day 1	Cheeseburger, Crispy Tater Tots, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 2	Beef Tacos, Beans, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 3	Beef Nachos, Refried Beans, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 4	Orange Chicken w/ Brown Rice, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 5	Cheese Pizza,Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 6	Breaded Popcorn Chicken w/Roll, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 7	Chicken Parmesan, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 8	Breaded Chicken Patty Sandwich, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 9	Cheeseburger, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 10	Cheese Pizza, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 11	Breaded Beef fingers,Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 12	Cheeseburger, Crispy Tater Tots, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 13	Beef Dipper Sandwich, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 14	Chicken Soft Tacos, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 15	Pepperoni Pizza, Fresh Fruit/Vegetables Selection, Unflavored 1% or fat-free milk
Day 16	Steakfingers w/ Gravy, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 17	Grilled Cheese Sandwich, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 18	Chicken Enchiladas, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 19	Beef Hot Dog, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 20	Cheese Pizza, Vegetables, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk
Day 21	Boneless Chicken Wings, Fresh Fruit/Vegetable Selection, Unflavored 1% or fat-free milk

2026-2027 School Year

Select Program Type

SBP

Select Meal Pattern

Pre-K

Select Campus Level

Elementary School

Is Pre-K Co-mingled

Not co-mingled

The 21-day cycle menu must be used for the first 21 days of service of the School Year for the Campus Level indicated.

Menu 1

Day 1	Breakfast Pizza, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 2	Choice of Cereal, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 3	Sausage Kolache, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 4	Sausage Biscuit, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 5	Variety Muffins Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 6	Choice of Cereal, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 7	Sausage on a Stick, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 8	French Toast Sticks, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 9	Biscuits & Gravy, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 10	Pancake w/Bacon, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 11	Egg & Cheese Biscuit, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 12	Scrambled Eggs w/ Sausage, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 13	Oatmeal w/ Cinnamon toast, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 14	Biscuits & Gravy, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 15	Waffles W/ Bacon, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 16	Breakfast Pizza, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 17	Sausage Kolache, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 18	Sausage on a Stick, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 19	Biscuits & Gravy, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 20	French Toast Sticks, Fresh Fruit Selection, Unflavored 1% or fat-free milk
Day 21	Choice of Cereal, Fresh Fruit Selection, Unflavored 1% or fat-free milk

2026-2027 School Year

Select Program Type

Select Meal Pattern

NSLP

K-5th

Select Campus Level

Elementary School

Is Pre-K Co-mingled

Not co-mingled

The 21-day cycle menu must be used for the first 21 days of service of the School Year for the Campus Level indicated.

Menu 1

Day 1	Queso Chicken and Spanish Rice, Cheeseburger, TurkeyHam/Cheese Wrap, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 2	Crispy Beef Tacos, Chef Salad w/ Crackers, Cheese Quesadilla, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 3	Beef Nachos, Hame & Cheese Sub, Cheeseburger, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 4	Orange Chicken w/ Brown Rice, Crispy Chicken Sandwich, Italian Sub, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 5	Pepperoni Pizza, Cheese Pizza, Sunbutter & Jelly w/String Cheese, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 6	Breaded Popcorn Chicken w/ Roll, Spaghetti Bowl w/ Breadstick, Popcorn Chicken Ranch Wrap, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 7	Bean & Cheese Burrito, Chicken Parmesan w/ Roll, Turkey & Cheese Sandwich, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 8	Breaded Chicken Patty Sandwich, Cheesy Meatball Sub, Fruit and Yogurt Powerpack w/ Graham Crackers, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 9	BBQ Pulled Pork Sandwich, Cheeseburger, Popcorn Chicken Salad w/ Croutons, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 10	Turkey Sausage Pizza, Cheese Pizza, Sunbutter & Jelly w/String Cheese, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 11	Breaded Beef Fingers w/ Mac & Cheese, Chicken Nuggets, Chef Salad w/ Crackers Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 12	Cheeseburger w/ Tater Tots, Cheesy Broccoli Baked Potato w/ Biscuit, Turkey Cheese Sub, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 13	Chef Salad w/ Roll, Chicken Alfredo w/ Breadstick, Beef Dipper Sandwich, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 14	Chicken Soft Tacos, Cheese Quesadilla, Chicken Salad Croissant Sandwich, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 15	Loaded Meat Lovers Pizza, Cheese Pizza, Sunbutter & Jelly Sandwich w/ String Cheese, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 16	Steakfingers w/ Gravy, Crispy Chicken Sandwich, Ants on a Log PowerPack, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 17	Grilled Cheese Sandwich , Turkey/Ham/Cheese Wrap, Country Fried Steak w/ Mashed Potatoes, Gravy & Roll, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk

Day 18	Chicken Enchiladas, Chicken Fajitas, Rice, Beans, Popcorn Chicken Ranch Wrap, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 19	Orange Chicken w/ Brown Rice, Beef Hot Dog, Popcorn Chicken Salad w/ Croutons, Italian Sub,Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 20	BBQ Chicken Pizza, Cheese Pizza, Turkey/Cheese Sub, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 21	Boneless Chicken Wings w/ Fries, Crispy Chicken Wrap, Cheeseburger, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk

2026-2027 School Year

Select Program Type

SBP

Select Meal Pattern

K-12th

Select Campus Level

Districtwide

Is Pre-K Co-mingled

Not co-mingled

The 21-day cycle menu must be used for the first 21 days of service of the School Year for the Campus Level indicated.

Menu 1

Day 1	Breakfast Pizza, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 2	Homemade Breakfast Burrito, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 3	Sausage Kolache, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 4	Biscuits & Gravy, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 5	Variety Muffins, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 6	Cheese Omelet, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 7	Sausage on a Stick, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 8	French Toast Sticks, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 9	Biscuits & Gravy, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 10	Pancake w/Bacon, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 11	Egg & Cheese Biscuit, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 12	Scrambled Eggs w/ Sausage, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 13	Oatmeal w/ Cinnamon toast, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 14	Biscuits & Gravy, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 15	Waffles W/ Bacon, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 16	Breakfast Pizza, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk

Day 17	Sausage Kolache, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 18	Sausage on a Stick, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 19	Biscuits & Gravy, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 20	French Toast Sticks, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk
Day 21	Breakfast Taquitos, Choice of Cereal w/ Graham Crackers, Fresh Fruit Selection, Juice Selection, Unflavored or flavored, 1% or fat-free milk

2026-2027 School Year

Select Program Type

NSLP

Select Meal Pattern

6th-8th

Select Campus Level

Middle School

The 21-day cycle menu must be used for the first 21 days of service of the School Year for the Campus Level indicated.

Are there multiple menus offered for this campus level? Yes ○ No ◉

Menu 1

Day 1	Queso Chicken and Spanish Rice, Cheeseburger, Turkey-Ham/Cheese Wrap, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 2	Crispy Beef Tacos, Chef Salad w/ Crackers, Cheese Quesadilla, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 3	Beef Nachos, Ham & Cheese Sub, Cheeseburger, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 4	Orange Chicken w/ Brown Rice, Crispy Chicken Sandwich, Italian Sub, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 5	Pepperoni Pizza, Cheese Pizza, Sunbutter & Jelly w/String Cheese, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 6	Breaded Popcorn Chicken w/ Roll, Spaghetti Bowl w/ Breadstick, Popcorn Chicken Ranch Wrap, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 7	Bean & Cheese Burrito, Chicken Parmesan w/ Roll, Turkey & Cheese Sandwich, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 8	Breaded Chicken Patty Sandwich, Cheesy Meatball Sub, Fruit and Yogurt Powerpack w/ Graham Crackers, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 9	BBQ Pulled Pork Sandwich, Cheeseburger, Popcorn Chicken Salad w/ Croutons, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 10	Turkey Sausage Pizza, Cheese Pizza, Sunbutter & Jelly w/String Cheese, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 11	Breaded Beef Fingers w/ Mac & Cheese, Chicken Nuggets, Chef Salad w/ Crackers Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 12	Cheeseburger w/ Tater Tots, Cheesy Broccoli Baked Potato w/ Biscuit, Turkey Cheese Sub, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk

Day 13	Chef Salad w/ Roll, Chicken Alfredo w/ Breadstick, Beef Dipper Sandwich, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 14	Chicken Soft Tacos, Cheese Quesadilla, Chicken Salad Croissant Sandwich, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 15	Loaded Meat Lovers Pizza, Cheese Pizza, Sunbutter & Jelly Sandwich w/ String Cheese, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 16	Steakfingers w/ Gravy, Crispy Chicken Sandwich, Ants on a Log PowerPack, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 17	Grilled Cheese Sandwich , Turkey/Ham/Cheese Wrap, Country Fried Steak w/ Mashed Potatoes, Gravy & Roll, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 18	Chicken Enchiladas, Chicken Fajitas, Rice, Beans, Popcorn Chicken Ranch Wrap, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 19	Orange Chicken w/ Brown Rice, Beef Hot Dog, Popcorn Chicken Salad w/ Croutons, Italian Sub, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 20	BBQ Chicken Pizza, Cheese Pizza, Turkey/Cheese Sub, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 21	Boneless Chicken Wings w/ Fries, Crispy Chicken Wrap, Cheeseburger, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk

2026-2027 School Year

Select Program Type

NSLP

Select Meal Pattern

9th-12th

Select Campus Level

High School

The 21-day cycle menu must be used for the first 21 days of service of the School Year for the Campus Level indicated.

Are there multiple menus offered for this campus level? Yes ○ No ◉

Menu 1

Day 1	Queso Chicken and Spanish Rice, Cheeseburger, Turkey-Ham/Cheese Wrap, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 2	Crispy Beef Tacos, Chef Salad w/ Crackers, Cheese Quesadilla, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 3	Beef Nachos, Ham & Cheese Sub, Cheeseburger, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 4	Orange Chicken w/ Brown Rice, Crispy Chicken Sandwich, Italian Sub, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 5	Pepperoni Pizza, Cheese Pizza, Sunbutter & Jelly w/String Cheese, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 6	Breaded Popcorn Chicken w/ Roll, Spaghetti Bowl w/ Breadstick, Popcorn Chicken Ranch Wrap, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 7	Bean & Cheese Burrito, Chicken Parmesan w/ Roll, Turkey & Cheese Sandwich, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 8	Breaded Chicken Patty Sandwich, Cheesy Meatball Sub, Fruit and Yogurt Powerpack w/ Graham Crackers, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk

Day 9	BBQ Pulled Pork Sandwich, Cheeseburger, Popcorn Chicken Salad w/ Croutons, Fresh Fruit/Vegetable Selection, 1% or fat-free milk
Day 10	Turkey Sausage Pizza, Cheese Pizza, Sunbutter & Jelly w/String Cheese, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 11	Breaded Beef Fingers w/ Mac & Cheese, Chicken Nuggets, Chef Salad w/ Crackers Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 12	Cheeseburger w/ Tater Tots, Cheesy Broccoli Baked Potato w/ Biscuit, Turkey Cheese Sub, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 13	Chef Salad w/ Roll, Chicken Alfredo w/ Breadstick, Beef Dipper Sandwich, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 14	Chicken Soft Tacos, Cheese Quesadilla, Chicken Salad Croissant Sandwich, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 15	Loaded Meat Lovers Pizza, Cheese Pizza, Sunbutter & Jelly Sandwich w/ String Cheese, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 16	Steakfingers w/ Gravy, Crispy Chicken Sandwich, Ants on a Log PowerPack, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 17	Grilled Cheese Sandwich , Turkey/Ham/Cheese Wrap, Country Fried Steak w/ Mashed Potatoes, Gravy & Roll, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 18	Chicken Enchiladas, Chicken Fajitas, Rice, Beans, Popcorn Chicken Ranch Wrap, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 19	Orange Chicken w/ Brown Rice, Beef Hot Dog, Popcorn Chicken Salad w/ Croutons, Italian Sub, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 20	BBQ Chicken Pizza, Cheese Pizza, Turkey/Cheese Sub, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk
Day 21	Boneless Chicken Wings w/ Fries, Crispy Chicken Wrap, Cheeseburger, Fresh Fruit/Vegetable Selection, Unflavored or flavored, 1% or fat-free milk

Exhibit N: Independent Price Determination Certificate

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

Name of Food Service Management Company	Name of School Food Authority
	PANHANDLE ISD

By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other Offeror or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offeror certifies that:

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

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

Signature of Offeror’s Authorized Representative	
Title	
Date	mm/dd/yyyy

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

Signature of SFA’s Authorized Representative	
Title	
Date	mm/dd/yyyy

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

Exhibit O: SFA Certification of Acknowledgement

- I certify that I, _____ (Name), on behalf of PANHANDLE ISD (SFA), have read and fully understand the contents of this contract. I understand that the SFA must maintain oversight of the food service operations and that these responsibilities will not be delegated to the FSMC. I also understand that the SFA is responsible for closely monitoring the FSMC contract and the FSMC's daily activities.
  Initial Here:
- I certify that I understand the requirements to utilize a FSMC and will comply with the procedures accordingly.
  Initial Here:
- I certify that I will not enter into an agreement with an FSMC that has a real or apparent conflict of interest. This includes FSMCs that provide recommendations, develop, or draft specifications, requirements, statements of work, requests for proposals, contract terms, and conditions, or other documents for use in conducting procurement.
  Initial Here:
- I certify that I, nor any employees (including Board Members) of PANHANDLE ISD (SFA), will not solicit or accept donations, gratuities, nor favors from current or potential FSMCs (e.g., gifts, golf outings, meals, etc.).
  Initial Here:
- I certify that I will appropriately and in a timely manner respond to all bid/proposal protests and concerns raised by potential FSMCs.
  Initial Here:
- I certify that the PANHANDLE ISD (SFA) has a written Code of Conduct that addresses conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts, and will make sure all employees are aware of said standards.
  Initial Here:
- I have read and understand what the allowable costs are for all applicable SN programs.
  Initial Here:
- I certify that PANHANDLE ISD (SFA) will be legally responsible for the conduct of the non-profit school food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the TDA and the USDA regarding each of the SN programs covered by this contract.
  Initial Here:
- I certify that all food service employees and those responsible for the oversight of the contract and FSMC's operations have the necessary skillset to fulfill required monitoring responsibilities including management of the items that cannot be delegated to a FSMC.
  Initial Here:
- I certify that staff responsible for monitoring and oversight of the FSMC meet the minimum Professional Standards requirements.
  Initial Here:
- I certify that PANHANDLE ISD (SFA) shall retain control of the non-profit school food service account, signature authority, and overall financial responsibility for the SN programs. This includes access to the USDA Foods claims system, and any other designated state system, local point of sale systems, and accounting systems.
  Initial Here:
- I certify that the SN programs are the responsibility of PANHANDLE ISD (SFA) and PANHANDLE ISD (SFA) is responsible for all contractual agreements entered into in connection with the SN programs.
  Initial Here:
- I certify that PANHANDLE ISD (SFA) will be responsible for determining student eligibility for all applicable programs and that Enter FSMC Name will have no involvement in the process.
  Initial Here:
- I certify that PANHANDLE ISD (SFA) will retain all records for the current year plus the three from the end of the contract including any renewals.
  Initial Here:
- I certify that all food will follow the current meal standards and Local Wellness Policy.
  Initial Here:
- I certify that PANHANDLE ISD (SFA) will monitor awarded FSMC vendor to ensure compliance with USDA regulations.
  Initial Here:
- I certify that PANHANDLE ISD (SFA) will be responsible for non- compliance discovered while operating with a FSMC and will comply with the return of disallowed costs to remedy findings.
  Initial Here:
- I certify that PANHANDLE ISD (SFA) has an advisory board composed of students, teachers, and parents to assist in menu planning and student participation.
  Initial Here:
- I certify that PANHANDLE ISD (SFA) will not delegate any of the above responsibilities to the FSMC.
  Initial Here:
- I hereby certify that neither PANHANDLE ISD (SFA) nor its principals/authorized representatives are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Initial Here:

- I further certify that neither PANHANDLE ISD (SFA) nor any of its principals/authorized representatives has a reported criminal background that would affect the receipt of Federal funds.
  Initial Here:

- I certify that (FSMC) is not a paid consultant or contractor with PANHANDLE ISD (SFA) in any other capacity than for this contract.
  Initial Here:

- I certify under penalty of perjury that the information on these forms is true and correct and that I will immediately report to the state agency any changes that occur to the information submitted. I understand that this information is being given in connection with the receipt of federal funds. The state agency may verify information; the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.
- On behalf of PANHANDLE ISD (SFA), I hereby agree to comply with all state and federal laws and regulations governing the SN programs administered by the state agency. In accordance with Federal law and USDA policy PANHANDLE ISD (SFA) does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.
- The SFA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 USC § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- By accepting this assurance, the SFA agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SFA, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person whose signature appears below is authorized to sign this assurance on behalf of the SFA.

Name of SFA Authorized Representative	
Title of SFA Authorized Representative	
Signature of SFA Authorized Representative	
Date Signed	mm/dd/yyyy

Exhibit P: FSMC Certification of Acknowledgement

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

- I certify that I, _____, on behalf of _____, (FSMC) have read and fully understand the contents of this contract.
  Initial Here: _____
- I certify that I, nor any of the employees of _____, (FSMC) have not received any solicitations from any PANHANDLE ISD (SFA) employee. In addition, I certify that no gifts, donations, or anything of monetary value (e.g., golf outings, meals, etc.) have been provided.
  Initial Here: _____
- I certify that employees of the FSMC will be trained to understand and comply with all necessary training including the current written Code of Conduct authored by PANHANDLE ISD (SFA).
  Initial Here: _____
- I certify that all _____ (FSMC) food service employees meet the minimum Professional Standards requirements outlined for the operation of School Nutrition programs.
  Initial Here: _____
- I certify that PANHANDLE ISD (SFA) will be legally responsible for the conduct of the non-profit school food service program, and shall have access to all necessary documents, which will be maintained onsite, including but not limited to all contracts with vendors so that they may supervise the food service operations in such manner as will ensure compliance with the rules and regulations of TDA and the USDA regarding each of the SN programs covered by this contract.
  Initial Here: _____
- I certify that _____ (FSMC) will not have control of the district's non-profit school food service account, signature authority, and overall financial responsibility for the SN programs. This includes access to the USDA Foods claims system and any other defined state or local system.
  Initial Here: _____
- I certify that PANHANDLE ISD (SFA) will be responsible for determining student eligibility for all applicable programs and that _____ (FSMC) will have no involvement in the process.
  Initial Here: _____
- I certify that _____ (FSMC) will follow the 21-day cycle menus for the first 21-days of service, without change.
  Initial Here: _____
- I certify that all food will comply with the current meal standards and the Local Wellness Policy and HACCP.
  Initial Here: _____
- I certify that _____ (FSMC) will comply with all applicable standards, orders, or requirements issued under the Clean Air Act and the Federal Water Pollution Control Act and will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
  Initial Here: _____
- I hereby certify that neither _____ (FSMC) nor its principals/authorized representatives are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.
  Initial Here: _____
- I further certify that neither _____ (FSMC) nor any of its principals/authorized representatives has a reported criminal background that would affect the receipt of this Federal Award.
  Initial Here: _____
- I certify that _____ (FSMC) is not a paid consultant or contractor with PANHANDLE ISD (SFA) in any other capacity than for this contract.
  Initial Here: _____
- I certify under penalty of perjury that the information on these forms is true and correct and that I will immediately report to the SFA any changes that occur to the information submitted. I understand that this information is provided in connection with the receipt of federal funds. The state agency may verify information; the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal

statutes. On behalf of , (FSMC) I hereby agree to comply with all state and federal laws and regulations governing the SN programs administered by the state agency. In accordance with Federal law and USDA policy, (FMSC) does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

Name of FSMC Authorized Representative	
Title of FSMC Authorized Representative	
Signature of FSMC Authorized Representative	
Date Signed	mm/dd/yyyy

Exhibit Q: Non-Delegable School Food Authority Responsibilities

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

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

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

Printed Name of SFA Authorized Representative:	Jamie Moore
Title of SFA Authorized Representative:	Business Manager
Printed Name of FSMC Authorized Representative:	
Title of FSMC Representative:	
Signature: FSMC Representative	
Date:	mm/dd/yyyy

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

- **Covered Contracts/Subcontract**
  1. Any non-procurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.
  2. Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 USC 2304(g) and 41 USC 3305 (currently $100,000) under a grant or sub-grant.
  3. Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract, or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including
     a. Consultant.
     b. Principal investigators.
     c. Providers of audit services required by the TDA or federal funding source.
     d. Researchers.
- **Debarment**-An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is “debarred”.
- **Grant**-An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, subgrantee or sub-recipient.
- **Ineligible**-a person that is prohibited from entering a covered contract or subcontract because of an exclusion or disqualification.
- **Participant**-any person who submits a proposal for or who enters a covered contract or subcontract, including an agent or representative of a participant.
- **Person**-Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.
- **Principal**-An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds who—(i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
- **Proposal**-A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.
- **Suspension**-An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is “suspended”.
- **Voluntary exclusion**-A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have a government wide effect.
- **Voluntarily excluded**-The status of a person who has agreed to a voluntary exclusion.

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

Name of Business (Contractor) **Vendor ID or Social Security Number**

1. The prospective contractor certifies to the best of its knowledge and belief that it and its principals:
   a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective contractor is unable to certify any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Signature of Contractor Representative **Date**

mm/dd/yyyy

Printed Name of Contractor Representative **Printed Title of Contractor Representative**