

# **Request for Proposal and Contract**

## **Nonprofit School Food Service**

### **Food Service Management Company**

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**Lake Wales Charter Schools, Inc.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

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

This institution is an equal opportunity provider.

## SECTION 1 INSTRUCTIONS

### 1.1 Notice of Proposal

This Invitation to Proposal (RFP) is for the purpose of obtaining responses from caterers and vendors to provide meal services for **Lake Wales Charter Schools** (sponsor) (SFA). Child Nutrition Programs operated may include the United States Department of Agriculture's (USDA) National School Lunch Program (NSLP), School Breakfast Program (SBP), Afterschool Snack Program (ASP), and the Seamless Summer Option (SSO). **Lake Wales Charter Schools** (SFA/sponsor) is a system of 8 charter schools located in Lake Wales and Babson Park, Florida. The goal of the Food Service Program is to **provide high quality and nutritionally balanced meals that are prepared on site, when facilities are available, that meet USDA standards of the Healthy Hunger Free Kids Act at a reasonable cost for the students within our system and/or under our sponsorship. Catering, commissary and/or prepackaged type programs will not be considered.**

### 1.2 Proposal Presentations and Submission

Responses should address each of the requirements set forth in this RFP. Please provide the requested information no later than 8:00 AM EST on December 15, 2021. Vendors will be provided an opportunity to make presentations to the selection committee prior to the public opening on December 15, 2021. Presentations will begin at 8:00 AM and each presenter will have 30 minutes to address the selection committee. Proposals will be collected and opened at the conclusion of the vendor presentations. The location for the presentations and opening of proposals will be held at the address below.

Selection committee members will evaluate submitted proposals beginning January 3<sup>rd</sup> and will run through January 11, 2022. Selection committee recommendation will be delivered to FDACS for review no later than January 14, 2022. Once approved by FDACS the vendor will be notified of their selection.

Lake Wales High School

Food Service

Reinaldo Cuadrado

1 Highlander Way

Lake Wales, FL 33853

[reinaldo.cuadrado@lwcharterschools.com](mailto:reinaldo.cuadrado@lwcharterschools.com)

### 1.3 Timeline

The following timeline will be used for the process of selection. Any vendors interested in submitting a proposal must contact Reinaldo Cuadrado via email, at [reinaldo.cuadrado@lwcharterschools.com](mailto:reinaldo.cuadrado@lwcharterschools.com), with their intent to participate in the selection process between November 12<sup>th</sup> and November 18<sup>th</sup>, 2021. See Addendum 2 for letter of intent requirements.

- November 1, 2021                      RFP available to public
- November 12, 2021                    RFP closes
- November 12 -18, 2021              Prospective vendors contact FSA with letter of intent
- November 19, 2021                    Proposal questions due

- December 3, 2021                      Proposal questions answered (see section 1.6 for details)
- December 6, 2021                      Site visits (see section 1.6 for details)
- December 15, 2021                      Presentations and Proposal submissions and public opening
- January 3 - 11, 2022                      SFA review of Proposals
- January 12-14, 2022                      SFA recommendation to FDACS for review
- January 24, 2022                          Recommendation to finance committee
- January 24, 2022                          Recommendation to board for approval\*\*\*
- January 31, 2022                          Contract awarded\*\*\*
- July 1, 2022                                  Awarded Vendor begins service

\*\*\* Date is contingent on boards schedule and actions

1.4 Evaluation Criteria

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

**Evaluation Criteria**

	<b>Weight</b>
*Price	40 points
Program management and experience:	35 points
1) Management structure and staffing plan (5pts)	
2) Multi-site systems in Florida (3pts)	
3) Innovation in menu design and program participation/promotion (4pts)	
4) Years of experience working with NSLP, SSO, and the ASSP in Florida (4pts)	
5) Accounting and reporting procedures (4pts)	
6) Utilization of USDA Commodities (3pts)	
7) Fresh fruit and vegetable procurement and utilization (3pts)	
8) Transition and hiring plan (4pts)	
9) Plan to address meal service for schools that are currently operating without kitchens (5pts)	
Community outreach and school partnerships	15 points
Emergency/pandemic response plan	10 points
<b>Total</b>	<b>100 points</b>

\*See addendum 1 for detailed criteria

1.5 Proposal Attachments

1. Exhibit A – Location of school(s)
2. Exhibit B – Approved 21-day cycle menu
3. Exhibit C – Menu Planning Approach Guidelines
4. Exhibit D – 2020-2021 School Calendar
5. Drug-Free Workplace Program Bidder Certification
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
7. Certification Regarding Lobbying
8. Disclosure of Lobbying Activities
9. Proposal Summary
10. Addendum 1 – Scoring criteria (detailed)
11. Addendum 2 – Letter of intent requirements

1.6 Questions and Site Visits

Questions concerning this RFP and requests for a site visit can be submitted in writing via email to [Reinaldo.cuadrado@lwcharterschools.com](mailto:Reinaldo.cuadrado@lwcharterschools.com) or via phone at (863) 215-8384 xt 7014. All responses to questions received will be made in writing on December 3, 2021 and sent to all potential vendors.

Site visits will be conducted on December 6, 2021, beginning at 8:00AM. Visit will include breakfast service at Lake Wales High School, lunch service at an elementary school. Visits to other sites will be done for facility/equipment evaluation as requested. All interested parties will meet at 8:00AM at Lake Wales High School, 1 Highlander Way, Lake Wales, Fl. 33853.

**# All correspondence or questions regarding this RFP must be made in writing and sent via email to Reinaldo Cuadrado. ([reinaldo.cuadrado@lwcharterschools.com](mailto:reinaldo.cuadrado@lwcharterschools.com))**

1.7 Addenda

Revisions which modify the RFP documents, by addition, deletions, clarifications or corrections will be issued in writing prior to the opening of Proposals.

## SECTION 2 GENERAL CONDITIONS

2.1 Rejection of Proposal

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

- a. The letter of intent was not received during specified time or is incomplete;
- b. The proposal was received after the submission deadline;
- c. The proposal was not signed by an authorized representative of the FSMC;
- d. The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP;
- e. The proposal was incomplete or contained significant inconsistencies or inaccuracies.

2.2 Errors or Omissions

If the SFA determines that a proposal contains a minor irregularity or an error, such as a transposition, extension or footing error in figures that are presented, the SFA may allow the FSMC an opportunity to

correct the error. Information that is required to be included in the proposal and is inadvertently omitted shall not be accepted under this error correction provision. All information required to be included in a proposal must be received by the date and time that proposals are due. The SFA reserves the right to seek clarification of any information contained in the FSMC's proposal.

### 2.3 Deviations or Exceptions

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

### 2.5 Specifications and Conditions

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

### 2.6 Withdrawal of Proposal

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

### 2.7 Proposal Modifications

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

### 2.8 Prohibition of Gratuities

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

### 2.9 FSMC Research

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

### 2.10 Conditions for Acceptance

FSMCs must submit a proposal meeting the requirements of the RFP to include the required attachments and certifications signed by the authorized official. Proposals must be received by the time and date specified in subsection 1.2, Proposal Submission, above.

### 2.11 Proposal computation method

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

2.12 Proposal bond requirements (optional)  
**Not Applicable**

2.13 Performance bond requirements (optional)  
**3 Not Applicable**

3.5 Protest of the RFP

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

3.6 Indemnification (optional)

Contractor agrees to indemnify and hold harmless **Lake Wales Charter Schools** of and from any and all claims, demands, causes of action, damage, lawsuits, judgments, including attorney's fees and costs arising out of or relating to the work of the Contractor.

3.7 Copyrights

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

3.8 Patents

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

3.9 Confidentiality (optional)  
**Not Applicable**

3.10 Federal Debarment Certification

FSMC will comply with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension and implemented at 2 C.F.R. 417.

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

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

### 3.11 Public Entity Crimes Certification

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to public entities; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

### 3.12 Drug Free Workplace Certification

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

## SECTION 3 SCOPE

- 3.1 The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- 3.2 The food service operation shall be managed to promote maximum participation in the Child Nutrition Programs.
- 3.3 The FSMC shall have the exclusive right to manage the Child Nutrition Programs at the sites specified on Exhibit A.
- 3.4 The FSMC will provide food services to each site as specified in Exhibit A.
- 3.5 The SFA may add or remove sites and/or meal periods for existing programs to Exhibit A at any time during each Contract Term unless the addition or removal of sites and/or meal periods creates a material or substantive Contract change.
- 3.6 The SFA reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.
- 3.7 The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the SFA in any fashion.
- 3.8 The FSMC shall conduct the food service operation to ensure compliance with the rules and regulations of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs.



- 3.9 The SFA shall be legally and financially responsible for the conduct of the food service operation and shall supervise the food service to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs.

#### SECTION 4 SCHOOL FOOD AUTHORITY RESPONSIBILITIES

- 4.1 The SFA shall ensure that the food service operation is in conformance with its *National School Lunch and Breakfast Program Sponsor Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*.
- 4.2 The SFA shall retain control of the quality, extent, and general nature of its food service operation and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- 4.3 The SFA shall monitor the food service operation through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals provided that nothing in this paragraph shall be construed as to relieve the FSMC of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations.
- 4.4 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA.
- 4.5 The SFA shall approve all a la carte items and the prices charged for those items in advance of sale by the FSMC.
- 4.6 The SFA shall retain signatory authority on the FDACS *Annual School Application for Participation in Child Nutrition Programs and Food Distribution Programs*; the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*; the *National School Lunch and Breakfast Program Sponsor Agreement*; and the *Child Nutrition Program Monthly Claim for Reimbursement*.
- 4.7 The SFA will establish internal controls that ensure the accuracy of meal counts before submittal of the *Monthly Claim for Reimbursement*. At a minimum, these controls will include:
- An on-site review of the meal counting and claiming system employed by each school,
  - Reviews of meal count data for each site, and
  - Edit checks of meal count data against the product of the eligibility data times an attendance factor.
- 4.8 The SFA shall ensure USDA Foods received for use by the SFA and made available to the FSMC are utilized within the Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. 250.

- 4.9 The SFA shall maintain and visibly post applicable health certification and assure all state and local regulations are met by the FSMC preparing or serving meals at SFA facilities.
- 4.10 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.
- 4.11 The SFA shall distribute and collect the letter and household applications for free and reduced-price meals or milk and determine eligibility of students for meal benefits.
- 4.12 SFA retains signature authority of Child Nutrition Program Agreement, free and reduced-price policy statement, and all claims input into the Florida Automated Nutrition System (7 CFR 210.16 (a)(5)). SFA is the approving official for the free/reduced eligibility applications, direct certification process, benefits issuance list, submission of claims for reimbursement, and verification requirements.
- 4.13 The SFA shall verify applications for free and reduced-price meals and conduct any appeals or hearings for eligibility determinations.
- 4.14 The SFA shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.
- 4.15 The SFA shall be responsible for resolution of program reviews and audit findings.

## **SECTION 5 FOOD SERVICE MANAGEMENT COMPANY RESPONSIBILITIES**

- 5.1 The FSMC will conduct the school food service operation in conformance with the Program Sponsor Agreement between SFA and FDACS and in accordance with generally accepted standards of care and best practices in the industry.
- 5.2 The FSMC shall serve, on such days and at such times as requested by the SFA:
  - 5.2.1 Breakfasts, priced as a unit, which meet USDA requirements
  - 5.2.2 Lunches, priced as a unit, which meet USDA requirements
  - 5.2.3 After-school snacks, priced as a unit, pursuant to the After-School Care Program
  - 5.2.4 Summer meals, priced as a unit, which meet USDA requirements
  - 5.2.5 Milk, served to all children pursuant to the Special Milk Program
  - 5.2.6 Fresh fruit and vegetables, served to all children pursuant to the USDA Fresh Fruit and Vegetable Program
  - 5.2.7 Other foods as agreed upon by the FSMC and SFA, pursuant to applicable regulatory requirements
- 5.3 The FSMC shall serve free, reduced-price, and paid meals and/or free milk to those children designated by the SFA.
- 5.4 The FSMC shall implement collection procedures as specified by the SFA and approved by the FDACS.
- 5.5 The FSMC shall implement the *Offer versus Serve* provision at the food service sites specified by the SFA on Exhibit A.
- 5.6 The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA on Exhibit B for the first 21 days of meal service. After the first 21 days of meal service, menu changes may be

made with SFA approval. Meals must meet the Healthy Hunger-Free Kids Act of 2010 as designated herein by the SFA for each Term of the Contract, as applicable. Meals must meet or exceed the calories and meet the nutrient standards for National School Lunch, School Breakfast, and/or Summer Food Service Program meals for the age/grade groups of school children and as listed in Exhibit C.

- 5.7 The serving sizes, if applicable, provided by the SFA on the 21-day cycle menu(s) in Exhibit B are, in most cases based on the required minimum serving sizes stated in Exhibit C. If the serving sizes for the food items indicated on the menu(s) do not meet the required weekly calorie and nutrient standards as stated in Exhibit C, the FSMC must increase serving sizes and/or provide additional food items as necessary to meet the calorie and nutrient standards without altering the 21-day cycle menu(s). Serving sizes may not be decreased unless otherwise stated in this *Request for Proposal and Contract*.
- 5.8 The FSMC shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced through production records, a minimum of plate waste and participation levels in the National School Lunch, School Breakfast, and/or Summer Food Service Program meals, as applicable.
- 5.9 The FSMC shall participate in the parent, teacher, and student advisory board.
- 5.10 The FSMC shall cooperate with the SFA in promoting nutrition education and assist in the coordination of the SFA's food service with classroom instruction.
- 5.11 The FSMC shall use SFA facilities for preparation of food to be served as specified on Exhibit A.
- 5.12 The FSMC shall not directly or indirectly prevent the sale or marketing of fluid milk at any time, in any place on school premises or at any school-sponsored event. [7 CFR 210.21(e)]
- 5.13 The FSMC is required to substitute food components of the meal pattern for students who are considered to have a disability under 7 C.F.R. 15b and the disability restricts their diet. Substitutions must be made on a case by case basis only when supported by a written statement of the need for substitution(s) that includes recommended alternate foods, unless otherwise exempted by FNS. Such statement must be signed by a licensed physician.  
  
The FSMC may make substitutions for students without disabilities who cannot consume the regular lunch or afterschool snack because of medical or other special dietary needs. These substitutions must be made on a case by case basis and only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Except with respect to substitutions for fluid milk, such a statement must be signed by a recognized medical authority.
- 5.14 The FSMC shall deposit daily all monies in the SFA's nonprofit food service account.
- 5.15 The FSMC will operate and care for equipment and food service areas in a clean, safe and healthy condition in accordance with the standards prescribed in the SFA's written food safety program and comply with all applicable federal, state, and local laws, ordinances, regulations, and rules concerning sanitation.
- 5.16 It will be the joint responsibility of the SFA and the FSMC to protect the anonymity of all children receiving free or reduced-price meals, and methods for ensuring anonymity shall be jointly agreed upon; provided that nothing in this paragraph shall be construed to relieve the FSMC of its independent obligation to protect the anonymity of all children receiving free or reduced-price meals and to provide the required quality and extent of goods and services hereunder.

**SECTION 6  
INVOICING AND PAYMENT**

- 6.1 The Vendor shall submit itemized invoices to the SFA bi-weekly or monthly. Invoices shall specify the number of meals provided to the SFA and the unit price for each meal type.
- 6.2 The SFA shall pay the Vendor the unit price specified in the Bid Summary times meals provided as specified in the invoice. The SFA shall pay:
  - 6.2.1 According to the time frame as stated on the Vendor's invoice; or
  - 6.2.2 Five (5) business days after receiving Meal Claim Reimbursement; whichever occurs sooner.
  - 6.2.3 No later than forty-one days (41) calendar days of its receipt of the invoice from the Vendor.
- 6.3 The Vendor shall use the following delinquent payment notification procedures in order to exercise its right to demand payment from the SFA:
  - 6.3.1 For invoices not paid within forty-two (42) calendar days after the SFA received the invoice, the Vendor shall send the SFA a notice letter with a copy of the original invoice attached. The Vendor shall also provide a copy of the notice letter to the FDACS.
  - 6.3.2 When an invoice previously noticed when delinquent forty-two (42) calendar days is still delinquent and not paid in full within sixty-three (63) calendar days after the SFA received the invoice, the Vendor must provide a second letter to the SFA with a copy of the original invoice attached and provide a copy to the FDACS.
  - 6.3.3 The Vendor may suspend service or terminate its contract with the SFA if the SFA has failed to make full and complete payment for any invoice sixty-three (63) or more calendar days after the invoice was received. The Vendor's failure to terminate its contract shall not waive its right to seek payment under appropriate Florida Law and procedures.

**SECTION 7  
USDA FOODS**

- 7.1 Any USDA Foods received for use by the SFA and made available to the FSMC shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with 7 C.F.R. 250.
- 7.2 The FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service operation, subject to approval of the SFA.
- 7.3 The FSMC shall manage all USDA Foods to ensure the foods are utilized in the SFA's food service. USDA Foods shall not be sold, exchanged or otherwise disposed of without the approval of the USDA.
- 7.4 The FSMC shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service operation. Commercially purchased foods shall not be substituted for these foods.
- 7.5 The FSMC shall utilize all other USDA Foods, or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, in the SFA's food service operation.

- 7.6 The FSMC shall credit the SFA for the full value of all USDA Foods received for use in the SFA's meal service during the school year (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used. 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.
- 7.7 The FSMC will clearly identify USDA food credits on the SFA's monthly bill/invoice and record these credits on a separate line item entry. Each month, the FSMC will also provide a detailed account of all the USDA Food items that were used and the credits issued for any unused USDA Food items.
- 7.8 The current value of USDA Foods is based on the information listed on the SFA's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the FDACS.
- 7.9 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. subparagraph 210.9(b)(2).
- 7.10 At the end of each Contract Term and upon expiration or termination of the Contract, a year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC during each Contract Term for use in the SFA's food service operation.
- 7.11 The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting FDACS or the processor, as applicable.
- 7.12 The FSMC must keep separated inventories (both physical and accounting) of USDA Foods and regular purchased food.
- 7.13 The SFA and FSMC must maintain records of receipt of USDA Foods and processed end products, of crediting for the value of USDA Foods, and other records relating to USDA Foods in accordance with 7 C.F.R. section 250.54. All records pertaining to USDA Foods shall be maintained and made available for inspection by the SFA, FDACS and the USDA for a period of five (5) years plus the current year.
- 7.14 FSMC will comply with the storage and inventory management requirements for USDA Foods in 7 C.F.R. paragraph 250.14(b). USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the SFA's food service operation.
- 7.15 The FSMC must accept liability for any fault or negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA.
- 7.16 SFA and FDACS have and preserve a right to assert claims against other persons to whom USDA Foods are delivered for care, handling or distribution, and will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, USDA Foods.
- 7.17 The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and FSMC cannot agree on end products, the FSMC shall utilize the USDA Foods in the form furnished by the USDA.
- 7.18 The SFA shall be responsible for contracting with any commercial facility for the processing or repackaging USDA Foods. The FSMC shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods. Although the FSMC may procure processed end products on behalf of the SFA, the FSMC itself shall not enter into any processing agreements with a processor, nor shall the FSMC enter into any subcontracts for further

processing of USDA Foods. If the FSMC procures processed end products on behalf of the SFA, the FSMC will comply with the provisions of the SFA processing agreement(s) and the requirements in subpart C of 7 C.F.R. 250.

- 7.19 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 7 C.F.R. section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the FSMC shall be subject to the provisions of § 250.13(e).
- 7.20 The SFA, FDACS, Comptroller General of the United States, Florida Auditor General, USDA, or any of their duly authorized representatives may perform on-site reviews of the FSMC's food service operation at any reasonable time. This includes the inspection and inventory of USDA Foods in storage or the facilities used in the handling or storage of such USDA Foods, and inspection and audit all records, including financial records, and reports pertaining to the distribution of USDA Foods and may review or audit the procedures and methods used in carrying out the requirements of this contract and 7 C.F.R. 250 and 210.
- 7.21 The FSMC shall return all unused USDA ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.
- 7.22 At the discretion of the SFA, the FSMC may be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.
- 7.23 The SFA shall retain title to all USDA Foods provided to the FSMC for use in the SFA's food service operation.
- 7.24 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.

## **SECTION 8 PURCHASES/BUY AMERICAN**

- 8.1 The FSMC shall retain title to all purchased food and nonfood items.
- 8.2 The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products that are either agricultural commodities produced in the United States or food product processed in the United States substantially using agricultural commodities produced in the United States.
- 8.3 The FSMC shall inform the SFA if a domestic food is unavailable. Documentation must be shown that consideration was given on the use of a domestic alternative food before approving an exception.
- 8.4 The FSMC shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.
- 8.5 The FSMC may substitute commercially-purchased foods for all other USDA Food received. All commercially-purchased food substitutes must be of the same generic identity as the USDA food received, of United States origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- 8.6 The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin, and of equal or better quality than the USDA Foods as determined by the SFA.

- 8.7 The FSMC may be required to certify the percentage of United States content in the products supplied to the SFA.
- 8.8 The SFA reserves the right to review FSMC purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. sections 210.21 and 250.23.
- 8.9 The FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with United States content requirements.
- 8.10 The FSMC shall provide documentation on the use of non-domestic food when competition reveals the cost of domestic food is significantly high than non-domestic food.
- 8.11 The FSMC shall provide documentation for the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

## **SECTION 9 USE OF FACILITIES AND EQUIPMENT**

- 9.1 The SFA shall make available without any cost or charge to the FSMC, the areas and premises agreeable to both parties in which the FSMC shall render its services.
- 9.2 The SFA shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.
- 9.3 The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations or otherwise use the facilities of the SFA for any reason other than those specifically provided for in this Contract without the express written consent of the SFA.
- 9.4 The FSMC and SFA shall inventory the equipment and supplies owned by the SFA at the beginning of the school year and the end of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils. The FSMC will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory.
- 9.5 The SFA shall repair and service equipment except when damages result from the use of less-than-reasonable care by the FSMC employees or agents as determined by the SFA. When damage results from less-than-reasonable care on the part of any FSMC employees or agents, it will be the FSMCs responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.
- 9.6 The SFA reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the Child Nutrition Programs.
- 9.7 The SFA shall return facilities and equipment to the FSMC in the same condition as received when the SFA uses the facilities for extra-curricular activities.
- 9.8 The FSMC shall maintain the inventory of expendable equipment necessary for the food service operation and at the inventory level as specified by the SFA.
- 9.9 The SFA shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.

- 9.10 The FSMC and/or its employees or agents shall not remove equipment or property of the SFA from the SFA's premises including, but not limited to, food preparation and/or serving equipment.
- 9.11 The FSMC shall provide written notification to the SFA of any equipment belonging to the FSMC within ten days of its placement on SFA premises.
- 9.12 The SFA shall not be legally responsible for loss or damage to equipment and/or vehicles owned by the FSMC and located on SFA premises.
- 9.13 The SFA shall provide sanitary toilet facilities for the FSMC employees.
- 9.14 The SFA shall have access, with or without notice to the FSMC, to all SFA facilities used by the FSMC for inspection and audit purposes.
- 9.15 The FSMC shall surrender all equipment and furnishings in good repair and condition to the SFA upon termination of the Contract, reasonable wear and tear excepted.
- 9.16 The SFA must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, serving, or delivery of school meals.
- 9.17 The SFA retains title to all property and equipment when placed in service. If the property and/or equipment is amortized through the FSMC and the Contract expires or is terminated, the SFA can return the property to the FSMC for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

## **SECTION 10 SANITATION**

- 10.1 The FSMC shall place garbage and trash in containers as specified by the SFA and place them in designated areas.
- 10.2 The SFA shall remove all garbage and trash from the designated areas.
- 10.3 The FSMC shall clean the kitchen area including, but not limited to, sinks, counters, tables, chairs, flatware, and utensils.
- 10.4 The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.
- 10.5 The SFA shall clean grease traps, walls, floors, light fixtures, window coverings, and ducts and hoods above the filter line.
- 10.6 The SFA shall provide extermination services as needed.
- 10.7 The SFA shall clean the dining/cafeteria area, including tables, chairs, and floors after the meal service.

## **SECTION 11 EMPLOYEES**

- 11.1 The FSMC shall comply with all wage and hours of employment regulations of federal and state law.



- 11.2 The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 11.3 The FSMC and SFA recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. The FSMC shall be responsible for the employment of all staff necessary for the safe, timely, and efficient distribution of meals to students and members of the SFA staff.
- 11.4 The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of SFA premises, as established by the SFA and furnished in writing to the FSMC.
- 11.5 The FSMC shall provide the SFA with a list of its personnel policies and employee handbook.
- 11.6 The FSMC shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all FSMC employees assigned to the SFA and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32, Florida Statutes.
- 11.7 The SFA shall submit to the FSMC a current schedule of employees, positions, assigned locations, hours of work, wages and benefits (as applicable) on Exhibit F which must be used for proposal calculation purposes.
- 11.8 The FSMC shall maintain the same minimum level of employee positions, hours, wages, and benefits as stipulated on Exhibit F throughout the entire Contract Term, and each subsequent Contract Term, as applicable, unless a reduction in the required levels is authorized by the SFA. The FSMC shall provide the SFA with written notice of any increases in employee positions, hours, wages, and benefits.
- 11.9 In the event a reduction in employee positions, hours, wages, and/or benefits occurs and such reduction is authorized by the SFA, the FSMC shall credit the SFA's monthly bill/invoice for the exact dollar amount related to the cost of the labor reduction as indicated on Exhibit F for the remainder of the Contract Term, including the value of any subsequent and future increases in employee wages and benefits. Such credits shall be termed a Labor Reduction Fee.
- 11.10 The FSMC must ensure that the employees' hours listed on Exhibit F are not used for catering or special functions.
- 11.11 Upon written request of the SFA, the FSMC will remove any FSMC employee who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental, or moral well-being of students or staff, or otherwise violates SFA policies, procedures, and practices.
- 11.12 In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
- 11.13 All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- 11.14 The use of student workers or students enrolled in vocational classes in the food service operation shall be mutually agreed upon.
- 11.15 The FSMC shall provide daily, on-site supervisory personnel dedicated solely to the SFA, for the overall food service operation.
- 11.16 The FSMC shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. Civil rights training must include:
  - Collection and use of data,

- Effective public notification systems,
- Complaint procedures,
- Compliance review techniques,
- Resolution of noncompliance,
- Requirements for reasonable accommodation of persons with disabilities,
- Requirements for language assistance,
- Conflict resolution, and
- Customer service.

11.17 The FSMC shall conduct periodic training on various food service operations related topics for all food service employees.

**SECTION 12  
DESIGNATION OF PROGRAM EXPENSE**

12.1 The FSMC guarantees to the SFA that the proposal meal rates and fees for each reimbursable school meal and a la carte equivalent shall include the expenses designated under Column I. The FSMC shall be responsible for negotiating/paying all employees' fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.

12.2 The SFA shall pay those expenses designated under Column II.

	<u>Column I</u>	<u>Column II</u>
<b>LABOR</b>		
Payroll, Managers, and/or Supervisor	X	
Payroll, Full-, and Part-Time Workers	X	
Payroll,		
Ticket Sellers	X	
Cashiers	X	
Drivers	X	

**EMPLOYEE BENEFITS/COSTS—TO BE PAID BY PARTY DESIGNATED AS EMPLOYER. MAY INCLUDE, BUT NOT LIMITED TO:**

Life Insurance, Medical/Dental Insurance	X
Retirement Plans, Social Security	X
Vacation, Sick Leave, Holiday Pay	X
Uniforms, Tuition Reimbursement	X
Labor Relations	X
Unemployment Compensation, Workers Compensation	X
Processing and Payment of Payroll	X

<b>FOOD</b>	
Food Products	X
Commodity Delivery	X
Commodity Freight/Handling Costs	X
Food Storage/Warehouse	X

<b>OTHER EXPENSES</b>	
Accounting	
Bank Charges	X
Data Processing	X

Record Keeping	X	
Processing and Payment of Invoices	X	
Equipment—Major		
Original Purchase		X
Routine Maintenance		X
Major Repairs		X
Replacement		X
Equipment—Expendable (Trays, tableware, glassware, utensils)		
Original Purchase	X	
Replacement	X	
Cleaning/Janitorial Supplies	X	
Insurance		
Liability Insurance	X	
Insurance on Supplies/Inventory	X	
Laundry and Linen	X	
Office Materials	X	
Paper/Disposable Supplies	X	
Pest Control	X	
Postage	X	
Printing	X	
Product Testing	X	
Promotional Materials	X	
Taxes and License	X	
Telephone		
Local	X	
Long Distance	X	
Tickets/Tokens	X	
Training	X	
Transportation	X	
Trash Removal		
From Kitchen	X	
From School Premises		X
Travel		
Required	X	
Requested	X	
Vehicles	X	

**SECTION 13  
FEES**

- 13.1 All proposals must be calculated based on the menu(s) in Exhibit B. All proposals shall be submitted using the *Proposal Summary* form attached herein. The proposal price(s) must not include the use of commodities or any alternate pricing structure. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.
- 13.2 Gross Sales shall be remitted to SFA or deposited in the nonprofit food service account on a daily basis. FSMC shall be paid a fixed meal price for each Reimbursable Meal and Meal Equivalent provided by the FSMC under this Agreement.

- 13.3 The total cost shall include SFA's salary and benefits, indirect cost, commodity and other SFA cost. These are SFA direct pay items that must be funded from Food Service Program revenues but are included in the Fixed Meal Price paid per meal to FSMC. A meal or meal equivalent shall be calculated as follows:
- 13.3.1 A reimbursable student lunch and paid adult lunches are counted as one meal equivalent for each lunch served. A reimbursable student breakfast and paid adult breakfast are counted as one half (.50) of a meal equivalent for each breakfast served. A reimbursable student afterschool snack is counted as one quarter (.25) of a meal equivalent. A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte sales by three dollars and eighty-three cents (\$3.83).
- 13.4 The FSMC shall invoice the SFA at the end of each accounting period as determined by the SFA. Invoiced amounts shall be paid within **15 days** after receipt of the invoice. Reconciliation shall be made for any over-payment or under-payment on the invoice for the next accounting period. Invoices to the SFA must include a statement that documentation is available at the SFA Food Service office or reasonably accessible to support the invoice and any auditing process. All clerical/recordkeeping requirements of the Food Service operation shall be completed by the staff, both SFA and FSMC, assigned to the SFA Food Service office. Upon termination of the Agreement all outstanding amounts shall be paid within thirty (30) days. In addition, FSMC and SFA shall perform a final reconciliation of the records and FSMC shall either invoice SFA for amounts due or refund SFA for any overpayment resulting from such reconciliation.
- 13.5 The FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, that do not meet the detailed specifications for each food component or menu item in accordance with 7 C.F.R. 210, or that do not otherwise meet the requirements of the contract.
- 13.6 The FSMC must subtract from the SFA's monthly bill/invoice the value of all USDA Foods received. Credit issued by the FSMC to the SFA for USDA Foods receipts shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- 13.7 The FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
- 13.8 The fixed meal rate for meals must be calculated as if no USDA Foods were available.

## **SECTION 14 REVENUE**

- 14.1 The SFA shall receive all revenue from the food service operation.
- 14.2 The food service revenue shall be used only for the SFA's nonprofit food service.
- 14.3 The food service revenue shall flow through the SFA's chart of accounts.
- 14.4 All goods, services, or monies received as the result of any equipment or government commodity rebate shall be credited to the SFA's nonprofit food service account.
- 14.5 If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this Contract, the FSMC shall assume responsibility for the amount denied.

## **SECTION 15 LICENSES, CERTIFICATIONS, AND TAXES**

- 15.1 Throughout the Term of the Contract and each renewal Term, the FSMC shall obtain and maintain all applicable licenses, permits, and health certifications required by federal, state, and local law.
- 15.2 The FSMC shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals, if applicable, and must maintain this health certification for each Contract Term.
- 15.3 The FSMC and all affiliates shall collect and remit Florida Use Tax on all sales of tangible personal property in the State of Florida in accordance with applicable state statutes.

## **SECTION 16 RECORD KEEPING**

- 16.1 The FSMC shall maintain such records as the SFA will need to meet monthly reporting responsibilities and will report claim information, including daily meal counts, to the SFA promptly at the end of each month.
- 16.2 The FSMC shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following
  - 16.2.1 The receipt, use, storage, and inventory of USDA Foods;
  - 16.2.2 Monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and
  - 16.2.3 Documentation of credits issued to the SFA for USDA Foods received; and
  - 16.2.4 Documentation of credits issued to the SFA for USDA Foods owned by the SFA prior to the contract execution date.
- 16.3 The FSMC shall retain all records relating to the initial contract and all subsequent renewals for a minimum of five (5) years or the longer of the retention periods required by federal, state or local laws and regulations that govern the SFA regarding recordkeeping and records retention.
- 16.4 All records must be maintained for the longer of the retention periods specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.
- 16.5 The FSMC accepts liability for any over-claims due to FSMC negligence or noncompliance with regulations, including those over-claims based on review or audit findings.

## **SECTION 17 TERMS AND TERMINATION**

- 17.1 This Contract is effective for a one-year period, commencing **July 1, 2022** or upon written acceptance of the Contract, whichever occurs last, and ending **June 30, 2023** ("contract term" or "term"). This contract will be renewable on an annual basis, upon mutual agreement of the SFA and FSMC, for up to four (4) additional years (each year a "renewal term").
- 17.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods.

- 17.3 Either the SFA or FSMC can terminate this Contract for cause or for convenience with a sixty- (60) day written notification. Following sixty- (60) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the FSMC.
- 17.4 Following any termination for convenience, the FSMC shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the effective date of termination. The SFA shall have the right to receive services from the Contractor through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.
- 17.5 Notwithstanding any provision to the contrary in this Contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for this Agreement are not appropriated by the Florida Legislature or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with this Contract.
- 17.6 Notwithstanding the notice period in paragraph 16.3, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the FSMC if the SFA determines that the actions, or failure to act, of the FSMC, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the SFA determines that the FSMC lacks the financial resources to perform under the Contract.
- 17.7 If the FSMC fails to perform to the SFA's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the FSMC requesting that the breach or noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any FSMC default shall be borne by the FSMC at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the FSMC upon demand.
- 17.8 Neither the FSMC nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). The SFA may cancel the Contract without penalty if the FSMC's performance does not resume within thirty (30) days of the FSMC's interruption of services due to an Act of God.
- 17.9 The only rates and fees that may be renegotiated in subsequent years of this contract are the fixed rates and fixed fees contained herein. Before any fixed rate or fee increases can be implemented as part of a contract renewal agreement, the FSMC shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates and fees in subsequent years of the contract must not exceed the *Consumer Price Index for Urban Consumers—Food Away From Home* annualized rate for December of the current school year. Individual per meal fixed rate and applicable fixed fee increases cannot exceed *the CPI Index* as stated above. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost. The calculation method regarding the determination of a la carte equivalents is outlined in the *Fees* section of this contract.

## SECTION 18 GENERAL CONTRACT TERMS

- 18.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA. The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.

- 18.2 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and FSMC and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.
- 18.3 Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 18.4 Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.
- 18.5 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 18.6 Payments on any claim shall not prevent the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.
- 18.7 It is further agreed between the SFA and FSMC that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this Contract.
- 18.8 Minority-Owned Business Enterprise

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

- 18.8.1 Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
- 18.8.2 Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
- 18.8.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation;
- 18.8.4 Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
- 18.8.5 Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.
- 18.9 The FSMC shall comply with the Title VI of the Civil Rights Act of 1964; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7C.F.R. Parts 15, 15a, and 15b; FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*; and any additions or amendments to such laws and regulations.
- 18.10 If this Contract is in excess of \$100,000, the SFA and FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:
- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), as amended, Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. 1532);

- *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200); and
- *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200).

18.11 The FSMC will comply with:

- Energy Policy and Conservation Act (42 U.S.C. section 6201 *et seq.*);
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. 5);
- Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3); and
- Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Procurement of Recovered Materials. (Stat. 200.322 Solid Waste Disposal Act)

18.12 The FSMC is subject to the provisions of 7 U.S.C. section 2209d due to the use of federal funds for operation of the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

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

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

## SECTION 19 FOOD SPECIFICATIONS

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

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

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

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



- 19.3.1 Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat or better.
- 19.3.2 Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from the USDA.
- 19.3.3 For breaded and battered meat/meat alternate items, all flours must be whole grain or whole grain-rich and breading/batter must not make up more than 30 percent of the weight of the finished product. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.
- 19.3.4 For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.
- 19.4 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork and/or poultry. No meat by-products, fillers, extenders, non-fat milk solids, or cereal will be allowed except to include those products containing Alternate Protein Products (APP) within the limits specified in 9 CFR 319.180(e) and meeting the requirements of Appendix A of 7 CFR 210, 220, 225, and 226. No other binders and extenders may be used in conjunction with the APP to receive the ounce per ounce crediting. Meats must not show evidence of greening, streaking, or other discoloration.
- 19.5 All cheese should be free of mold and undesirable flavor and odors; pasteurized when applicable; and preferably reduced- or low-fat. Hard cheese should have a bright, uniform, attractive appearance, and demonstrate satisfactory meltability. Soft (e.g., cottage cheese) and hard cheese should have a pleasing flavor; and contain proper moisture and salt content. Cream cheese, if offered, maybe offered as a extra food or condiment. Any item labeled as "imitation" cheese or cheese "product" does not meet the requirements for use in food-based menu planning approaches and are not creditable toward meal pattern requirements.
- 19.6 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.
- 19.7 All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the *USDA Food Buying Guide*. At a minimum, fruits must meet the food distributors' second-quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- 19.8 All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the *USDA Food Buying Guide*. At a minimum, fresh vegetables must meet the food distributors' second-quality level. Fresh vegetables should have characteristic color and good flavor, be well shaped, and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements
- 19.9 All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and should be reduced-sodium, low-sodium or no added salt.
- 19.10 All canned fruits must meet the food distributors' second quality level (standard). Canned fruit must be packed in juice, water or light syrup, and all frozen or dried fruit must have no added sweetener (nutritive or non-nutritive).
- 19.11 All fruit juices must be 100 percent, full strength juice.

- 19.12 Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- 19.13 Sauces, (i.e., spaghetti, pizza) and gravy must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- 19.14 If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- 19.15 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 19.16 When the specification calls for "Brand Name or Equivalent", the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.
- 19.17 Breakfast and lunch program meals must meet the sodium target level prescribed in 7 C.F.R. section 210.10 for the applicable school year.
- 19.18 Nutrition labels or manufacturer specifications must indicate zero grams of added trans-fat (less than 0.5 grams) per serving. Meats that contain a minimal amount of naturally-occurring trans fats are allowed in the school meal programs.
- 19.19 USDA requires SFA's to offer two fluid milk choices daily. Fluid milk choices must be from unflavored low-fat (1 percent milk fat) or fat-free, flavored or unflavored.

SFA Name: **Lake Wales Charter Schools, Inc.**

Sponsor Number **01-564**

**PROPOSAL SUMMARY**

**Request for Proposal and Contract  
Nonprofit School Food Service**

This document contains a proposal solicitation for the furnishing of management services for the operation of the nonprofit food service programs for the period beginning **July 1, 2022**, and ending **June 30, 2023**, and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the FSMC and the SFA. The FSMC shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the contract.

**MEAL RATES AND FEES MUST BE QUOTED AS IF NO USDA FOODS WILL BE RECEIVED**

1. All proposals must be calculated based on the menu(s) in Exhibit B. All proposals shall be submitted using the Proposal Summary form attached herein. The proposed price must not include the use of USDA Foods or any alternate pricing structure. Proposals must be written in ink or typed in the blank space provided.
2. FSMC shall be paid a fixed meal price for each reimbursable meal and meal equivalent provided by the FSMC under this Agreement. The fixed meal price is:

\$ \_\_\_\_\_

Individual Meal Pricing

Breakfast price        \$ \_\_\_\_\_

Lunch price            \$ \_\_\_\_\_

Snack price            \$ \_\_\_\_\_

The fixed meal price must be carried out to the second decimal place and must not be rounded.

3. The total cost includes direct pay items that must be funded from Food Service Program revenues but are included in the Fixed Meal Price paid per meal to FSMC, such as SFA's salary and benefits, indirect cost, and other SFA costs.
4. A meal or meal equivalent shall be calculated as follows:  
A reimbursable student lunch and paid adult lunches are counted as one meal equivalent for each lunch served. A reimbursable student breakfast and paid adult breakfast are counted as one half (.50) of a meal equivalent for each breakfast served. A reimbursable student afterschool snack is counted as one quarter (.25) of a meal equivalent. A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte sales by three dollars and eighty-three cents (\$3.83).

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Name of FSMC

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FSMC Address

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

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Authorized FSMC Name Title

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Authorized FSMC Signature Date

***ACCEPTANCE OF CONTRACT***

**01-564**  
Sponsor Number

**Lake Wales Charter Schools, Inc.**  
School Food Authority (SFA) Name

**Chris Reams**  
Authorized SFA Name

**Director of Food Service**  
Title

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Authorized SFA Signature Date



**2021-2022**  
**LAKE WALES CHARTER SCHOOL INSTRUCTIONAL**  
**CALENDAR FOR STUDENTS, TEACHERS AND**  
**PARAEDUCATORS**

Approved at the March 30, 2021 School Board Meeting  
 Dates are subject to change.

Events	Dates
Teacher Work Days – August 2, 3, 6, and 9 Staff Development Days – August 4 (Contact Day) and August 5 (No unpaid training/workdays are to be scheduled before August 3, 2021)	Monday, August 2 – Monday, August 9, 2021
STUDENT ORIENTATION DAY/Paraeducator First Work Day	Friday, August 6, 2021
FIRST DAY OF SCHOOL FOR STUDENTS	Tuesday, August 10, 2021
HOLIDAY (Labor Day) – STUDENT, Teacher (Paid), Paraeducator (Paid)	Monday, September 6, 2021
1 <sup>st</sup> Interim Report (22 <sup>nd</sup> Day – September 8, 2021)	Distribute Week of September 6-10, 2021
Staff Development Day (Data Day), HOLIDAY – STUDENT and Paraeducator	Monday, September 13, 2021
FTE Week	Monday-Friday, October 11-15, 2021
End of First 9-Week Grading Period	Thursday, October 14, 2021
Grades Due	Monday, October 18, 2021
Teacher Work Day, HOLIDAY – STUDENT and Paraeducator	Monday, October 18, 2021
Distribute Report Cards (9 Weeks)	Monday, October 25, 2021
HOLIDAY (Veterans Day) – STUDENT, Teacher and Paraeducator	Thursday, November 11, 2021
2 <sup>nd</sup> Interim Report (22 <sup>nd</sup> Day – November 17, 2021)	Distribute Week of November 15-19, 2021
HOLIDAY – STUDENT, Teacher and Paraeducator (Paid 11/25 and 11/26)	Monday-Friday, November 22-26, 2021
Storm Make-Up Days (As needed)	Monday & Tuesday, Nov. 22 and 23, 2021
END OF 1 <sup>ST</sup> SEMESTER/Last Day of Second Grading Period	Friday, December 17, 2021
Last School Day before Winter Break	Friday, December 17, 2021
Teacher Work Day/STUDENT and Paraeducator Holiday	Monday, January 3, 2022
STUDENTS and Paraeducators Return after Winter Break	Tuesday, January 4, 2022
Grades Due	Friday, January 7, 2022
Distribute Report Cards (9 weeks)	Friday, January 14, 2022
HOLIDAY (Dr. Martin Luther King, Jr. Day) – STUDENT, Teacher (Paid), Paraeducator (Paid)	Monday, January 17, 2022
3 <sup>rd</sup> Interim Report (24 <sup>th</sup> Day – February 7, 2022)	Distribute Week of February 7-11, 2022
FTE Week	Monday-Friday, February 7-11, 2022
Teacher Staff Development Day HOLIDAY – STUDENT and Paraeducator (Storm Make-up Day, if needed)	Friday, February 18, 2022
HOLIDAY (Presidents' Day) – Student, Teacher and Paraeducator (Paid)	Monday, February 21, 2022
End of Third 9-Week Grading Period	Thursday, March 10, 2022
Grades Due	Monday, March 14, 2022
Distribute Report Cards (9 Weeks)	Friday, March 18, 2022
SPRING BREAK	Monday-Friday, March 21 – March 25, 2022
No School for STUDENTS, Teachers and Paraeducators	Friday, April 15, 2022
4 <sup>th</sup> Interim Report (24 <sup>th</sup> Day – April 21, 2022)	Distribute Week of April 18 – April 22, 2022
GRADUATIONS	April 29 – May 27, 2022
LAST DAY FOR TEACHER AND STUDENTS/EARLY DISMISSAL/Report Cards – End of Fourth 10-Week Grading Period – Last Work Day for Paraeducators	Friday, May 27, 2022
HOLIDAY (Memorial Day) – Teacher	Monday, May 30, 2022

Designated Storm Make-Up Days: 11/22/21, 11/23/21, 02/18/22 and 5/27/22. Reminder: Non-Refundable Travel Tickets Should Not Be Purchased In The Event That Storm Days Are Used As Student Attendance Days and/or Teacher Work Days.

The following dates have been chosen as the seven Student Early Dismissal days for school year 2021-2022:

- |                              |                             |
|------------------------------|-----------------------------|
| Wednesday, September 8, 2021 | Wednesday, February 2, 2022 |
| Wednesday, October 27, 2021  | Wednesday, March 16, 2022*  |
| Wednesday, November 17, 2021 | Wednesday, April 20, 2022   |
| Wednesday, January 12, 2022  |                             |

\*Designated for Teacher Staff Development

Friday, May 27, 2022, the last day for students, will also be a Student Early Dismissal Day (subject to change).

**DRUG-FREE WORKPLACE PROGRAM  
BIDDER CERTIFICATION**

**IDENTICAL TIE PROPOSALS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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VENDOR'S SIGNATURE



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048  
 Lower Tier Covered Transactions**

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

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

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS**

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

1. No 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 congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By \_\_\_\_\_  
Signature of Vendor Official (Executive Director)

Date: \_\_\_\_\_

By \_\_\_\_\_  
Signature of Vendor Official (Chief Financial Officer)

Date: \_\_\_\_\_

For \_\_\_\_\_  
Name of Grantee (SFA)

\_\_\_\_\_  
National School Lunch Program  
Title of Grant Program



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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in 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. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

## EXHIBIT A

**SITE INFORMATION LIST  
NATIONAL SCHOOL LUNCH PROGRAM**

Sponsor Name: Lake Wales Charter Schools

School Listing of daily averages as of October 1, 2021, for the  
2021-2022 school year

Sponsor Number 01-564

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Dale R. Fair Babson Park Elementary – 1421 815 N. Scenic Highway Babson Park, FL 33827 863-678-4664	506	K-5	180	158	Brkfst	7:15a	7:40a
				410	Lunch	10:40a	1:00p
				40	Snack	2:30p	3:00p
Hillcrest Elementary- 1361 1051 State Rd 60 East Lake Wales, FL 33853 863-678-4216	711	PK-5	180	176	Brkfst	7:15a	7:45a
				465	Lunch	10:30a	1:30p
				31	Snack	2:45p	3:15p
Janie Howard Wilson Elementary 1401 306 Florida Avenue Lake Wales, FL 33853 863-678-4211	405	K-5	180	138	Brkfst	7:15a	7:45a
				306	Lunch	10:25a	1:00p
				Not started	Snack	3:00p	3:15p
Polk Avenue Elementary – 1351 110 East Polk Avenue Lake Wales, FL 33853 863-678-4244	565	PK-5	180	266	Brkfst	7:55a	8:20a
				399	Lunch	10:15a	1:00p
				11	Snack	3:00p	3:30p
Bok Academy- 1601 13901 Highway 27 Lake Wales, FL 33859 863-679-2517	603	6-8	180	172	Brkfst	8:30a	9:00a
				408	Lunch	11:06a	12:28 p
				Not started	Snack	4:15p	4:30p
Bok Academy North – 1621 405 3 <sup>rd</sup> Street North Lake Wales, FL 33853	552	6-8		114	Brkfst	8:30a	8:55a
				297	Lunch	11:06a	12:40 p
				Not started	Snack	4:00p	4:15p

Lake Wales Sr High School - 1721 1 Highlander Way Lake Wales, FL 33853 863-678-4222	1558	9-12	180	212  778  Not started	Brkfst  Lunch  Snack	7:30a  11:28p  3:30p	8:25a  1:35p  3:45p
Victory Ridge Academy - 8143 555 Burns Avenue Lake Wales, FL 33853 863-679-3944	290	K-12	180	188  156  N/A	Brkfst  Lunch  Snack	7:45a  10:30a  N/A	8:15a  12:30 a

**EXHIBIT B, PART 1**  
**Food-Based Meal Pattern**  
**21-Day Cycle Menu for K – 8<sup>th</sup> Grade**  
**Lunch**

M/M/A	1	Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/M/A)	2	4 oz. Cheese Sauce (2 oz. eq. M/M/A)	3	4.5 oz. Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese = 2.5 oz. eq. M/M/A)	4	3 oz. Hamburger (2 oz. cooked beef = 2 oz. eq. M/M/A)	5	4.5 oz. slice Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/M/A)	VEG Weekly cup portions
G/B	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1/2 c.	WGR Pasta Macaroni (1 oz. eq. grain)	1.5 oz.	8" WGR Tortilla (1.5 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. eq. grain)	3/4 cup Red/Orange Beans/Peas
Fruit	1/2 c.	Seasoned WGR Brown Rice	1 oz.	WGR Tortilla Chips	1 oz.	WGR Tortilla Chips	1/2 c.	1/2 cup Cinnamon Applesauce	1/2 c.	1/2 cup Fresh Orange Wedges	1/2 cup Starchy
Fruit	1/2 c.	1/2 cup Peaches	1/2 c.	1/2 cup Fresh Apple Slices	1/2 c.	1/2 cup Pineapple Chunks	1/2 c.	1/2 cup Pineapple Chunks	1/2 c.	1/2 cup Starchy	1/2 cup Starchy
Veg	3/4 c.	1 cup Baked Beans—3/4 cup credit (USDA) (6)	3/4 c.	1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	3/4 cup	1 Cup (1/2 Cup credit) Iceberg Lettuce 1/4 cup Salsa	1 cup	3/4 cup Baked Potato Wedges 1/4 cup lettuce (1/8 cup credit) & 1/8 cup onion, pickles (garnish)	3/4 c.	3/4 cup Baby Carrots FF Ranch	1 cup Add'l Grains (9.5 oz.)
M/MA	4 pieces (4 oz.)	Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/M/A)	1 Cup	Spaghetti (1/2 cup meat sauce = 2 oz. eq. M/M/A)	2 oz.	BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/M/A)	3 oz.	Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/M/A)	4 oz.	Grilled Cheese (2 oz. cheese = 2 oz. eq. M/M/A)	1/2 cup Dark Green
G/B	1 oz.-1.25 oz.	WGR Nugget Breading (1'-1.25 oz. eq. grain)	1/2 c.	WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	1 oz.	6" WGR Tortilla (1 oz. eq. grain)	2 oz.	WGR Bread (2 oz. eq. grain)	3/4 cup Red/Orange Beans/Peas
Fruit	1/2 c.	1/2 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	1/2 c.	1/2 cup Fresh Banana	1/2 c.	1/2 cup Fruit Cocktail	1/2 c.	1/2 cup Cantaloupe Wedges	1/2 c.	1/2 cup Pears	1/2 cup Starchy

Veg	3/4 c.	3/4 Black-eyed peas	1 cup	1.5 cup (3/4 cup credit) Romanine OR Other Dark Green Lettuce Salad* FF Dressings 1/4 cup Tomato Sauce	3/4 c.	3/4 cup Baked Sweet Potato Fries	3/4 c.	3/4 cup Sweet Peas	3/4 c.	3/4 Cup Green Beans	x	1 cup Add'l
	11	Chili (2 oz. cooked beef = 2 oz. eq. M/M/A) WGR Oyster Crackers (1 oz. eq. grain)	12	Turkey Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/M/A) WGR Croutons (1 oz. eq. grain)	13	Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/M/A) WGR Hot Dog Bun (1.5 oz. eq. grain)	14	Chicken Fajita (USDA D-40 - 1 fajita = 2 oz. eq. M/M/A) 6"WGR Tortilla (1 oz. eq. grain)	15	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/M/A) WGR Pizza Crust (2 oz. eq. grain)	x	VEG Weekly cup portions 3/4 cup Red/Orange 1/2 cup Dark Green
M/MA	1/2 Cup	WGR Dinner Roll (1 oz. eq. grain)	1 Each	Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/M/A)	1 Each	Chicken Fajita (USDA D-40 - 1 fajita = 2 oz. eq. M/M/A)	1 Each	Chicken Fajita (USDA D-40 - 1 fajita = 2 oz. eq. M/M/A)	4.5 oz. slice	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/M/A)	x	1/2 cup Dark Green
G/B	1 oz.	WGR Oyster Crackers (1 oz. eq. grain)	1 oz.	WGR Croutons (1 oz. eq. grain)	1.5 oz.	WGR Hot Dog Bun (1.5 oz. eq. grain)	1 oz.	6"WGR Tortilla (1 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	x	3/4 cup Red/Orange
	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1 oz.	WGR Soft Breadstick (1oz. eq. grain)	1/2 cup	Fresh Apple Slices	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	x	1/2 cup Beans/Peas
Fruit	1/2 c.	1/2 cup Mixed Fruit	1/2 c.	1/2 cup Watermelon	1/2 c.	1/2 cup Fresh Apple Slices	1/2 c.	1/2 cup Fresh Orange Wedges	1/2 c.	1/2 cup Peaches	x	1/2 cup Starchy
Veg	3/4 c.	3/4 cup Variety Beans (Chili)	1 cup	1.5 cup (3/4 cup credit) Romanine OR Other Dark Green Lettuce Salad* FF Dressings	3/4 c.	3/4 Cup Cucumber Sticks FF Ranch	1 cup	3/4 cup Mexicali Corn 1/4 cup salsa	3/4 c.	3/4 cup Baby Carrots FF Ranch	x	1/2 cup Other 1 cup Add'l
M/M/A	5 pieces (3 oz.)	Baked Breaded Chicken Tenders (5 pieces = 2 oz. eq. M/M/A)	2 oz.	Pork Stir Fry (2oz. cooked porked = 2 oz. eq. M/M/A)	1 Cup	Ziti (1/2 Cup turkey meat sauce = 2 oz. eq. M/M/A)	4.66 oz.	Hot Deli Turkey and Cheese Sub (1.66 oz. Turkey & 1 oz. Cheese = 2 oz. eq. M/M/A)	1 Each	Beef Burrito (2 oz. cooked beef = 2 oz. eq. M/M/A)	x	1/2 cup Dark Green
G/B	1 oz.	WGR Biscuit (1 oz. eq. grain)	1/2 c.	WGR Brown Rice (1 oz. eq. grain)	1/2 c.	WGR Pasta-Ziti (1/2 Cup pasta = 1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	1.5 oz.	8"WGR Tortilla (1.5 oz. eq. grain)	x	3/4 cup Red/Orange
	1 oz.	Tenders WGR Breading (1 oz. eq. grain)							1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	x	1/2 cup Beans/Peas

Fruit	1/2 c. 1/2 cup Baked Cinnamon Apples	1/2 c. 1/2 cup Fresh Pineapple Chunks	1/2 c. 1/2 cup Fresh Banana	1/2 c. 1/4 cup Sliced Kiwi with 1/4 cup Red Grapes	1/2 c. 1/2 cup Fresh Melon(s)	x 1/2 cup Starchy	
Veg	3/4 c. 3/4 Cup Black Beans	3/4 c. 1/2 cup Broccoli, Steamed 1/4 cup Oriental Veg (Stir Fry)	1 cup 3/4 cup Carrot Sticks 1/4 cup Tomato Sauce	3/4 c. 3/4 Cup Tater Tots	3/4 c. 1 Cup (1/2 Cup credit) Iceberg Lettuce 1/4 cup Tomatoes, Onion (Salsa)	x 1/2 cup Other x 1 cup Add'l	
M/M/A	21 Breaded Chicken Patty (3 oz. = 2 oz. eq. M/M/A)	<p>It is recommended to utilize USDA recipe to prepare menu items when applicable.</p> <p>WGR = whole grain-rich, eq. = equivalent, M/M/A = Meat/Meat Alternate</p> <p>A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.</p> <p>The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.</p> <p>Products may be brand name or equivalent as stipulated in this contract.</p> <p>The contractor is encouraged to incorporate low sodium products.</p> <p>Required average daily calorie range per 5-day week = 600-650</p> <p>*Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, mesclun, and green and red leaf lettuce. Grains must meet the designated ounce equivalents per the menu guidelines.</p> <p>Light, low-fat, non-fat, and low-sugar products/food items are to be used as necessary to meet the average daily calorie range.</p> <p>Condiments to be included.</p>					x Grains (8.5 oz.)
G/B	1 oz. Whole Grain Rich Bun (1 oz. eq. grain)						
Fruit	1/2 c. 1/2 cup Fresh Apple Slices						
Veg	1-3/4 cup 1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings 1/4 cup Tomatoes 3/4 cup Crinkle Cut Fries						



**EXHIBIT B, PART 1**  
**Food-Based Meal Pattern**  
**21-Day Cycle Menu for 9<sup>th</sup> – 12<sup>th</sup> Grade**  
**Lunch**

M/MA	1	Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	2	Cheese Sauce (2 oz. eq. M/MA)	3	Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese = 2.5 oz. eq. M/MA)	4	Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	5	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	VEG Weekly cup portions
G/B	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1/2 cup	WGR Pasta—Macaroni (1 oz. eq. grain)	1.5 oz.	8" WGR Tortilla (1.5 oz. eq. grain)	2 oz.	WGR Hamburger Bun (2 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	1-1/4 cup Red/Orange
Fruit	1 cup	Seasoned WGR Brown Rice (1 oz. eq. grain)	1/2 cup	WGR Dinner Roll (1 oz. eq. grain)	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	1 cup	1 cup Cinnamon Applesauce	1 cup	1 cup Grapes	1/2 cup Starchy
VEG	1 cup	1 cup Peaches	1 cup	1/2 cup 100% Fruit Blend Juice	1 cup	1 cup Pineapple Chunks	1 cup	1 cup Baked Potato Wedges	1 cup	1 cup Baby Carrots	3/4 cup Other
		1-1/3 cup Baked Beans = 1 cup credit (USDA #86)		2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings		1-1/2 cup (3/4 cup credit) Iceberg Lettuce		1 Cup Baked Potato Wedges		FF Ranch	1-1/2 cup Add'l
M/MA	6	Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	7	Spaghetti (1/2 Cup meat sauce = 2 oz. eq. M/MA)	8	BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	9	Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	10	Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	VEG Weekly cup portions
G/B	1 oz.-1.25 oz.	WGR Nugget Breading (1-1.25 oz. eq. grain)	1 cup	WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	2 oz.	10" WGR Tortilla (2 oz. eq. grain)	2 oz.	WGR Bread (2 oz. eq. grain)	1-1/4 cup Red/Orange
Fruit	1 cup	1 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	1 cup	1/2 cup Fresh Banana	1 cup	1 cup Fruit Cocktail	1 cup	1 cup Cantaloupe Wedges	1 cup	1 cup Pears	1/2 cup Starchy
VEG	1 cup	1 cup Black Beans		1/2 cup 100% Apple Juice	1 cup	1 cup Sweet Peas	1 cup	1 Cup Sweet Peas	1 cup	1 Cup Green Beans	3/4 cup Other
											1-1/2 cup Add'l



<p>Fruit</p> <p>1 cup</p> <p>1 cup Baked Cinnamon Apples</p>	<p>1 cup</p> <p>1 cup Pears</p>	<p>1/2 cup Fresh Banana</p> <p>1 cup</p> <p>1/2 cup 100% Apple Juice</p>	<p>1/2 cup Sliced Kiwi with 1/2 cup Red Grapes</p> <p>1 cup</p> <p>1 cup Tater Tos</p>	<p>1 cup</p> <p>1 cup Fresh Melon(s)</p>	<p>x 1/2 cup Starchy</p> <p>x 3/4 cup Other</p> <p>x 1-1/2 cup Add'l</p> <p>Grains (10.5 oz)</p>
<p>M/MA</p> <p>2 oz.</p> <p>Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)</p>	<p>1 cup</p> <p>3/4 cup Broccoli</p>	<p>1-1/4 cup</p> <p>1 cup Carrot Sticks</p> <p>1/4 cup Tomato Sauce</p>	<p>1 cup</p> <p>1 cup Tater Tos</p>	<p>2 Cups (1 Cup credit) Iceberg Lettuce</p> <p>1/4 cup Tomatoes, Onion (Salsa)</p>	<p>x</p>
<p>G/B</p> <p>2 oz.</p> <p>Whole Grain Rich Bun (2 oz. eq. grain)</p>	<p>1 cup</p> <p>1/4 cup Oriental Veg (Stir Fry)</p>	<p>1 cup</p> <p>1 cup Tater Tos</p>	<p>1 cup</p> <p>1 cup Tater Tos</p>	<p>2 Cups (1 Cup credit) Iceberg Lettuce</p> <p>1/4 cup Tomatoes, Onion (Salsa)</p>	<p>x</p>
<p>Fruit</p> <p>1 cup</p> <p>1 cup Fresh Apple Slices</p>	<p>1 cup</p> <p>1 cup Fresh Apple Slices</p>	<p>1 cup</p> <p>1 cup Tater Tos</p>	<p>1 cup</p> <p>1 cup Tater Tos</p>	<p>2 Cups (1 Cup credit) Iceberg Lettuce</p> <p>1/4 cup Tomatoes, Onion (Salsa)</p>	<p>x</p>
<p>21</p> <p>Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)</p> <p>Whole Grain Rich Bun (2 oz. eq. grain)</p>	<p>WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate</p> <p>A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.</p> <p>The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.</p> <p>Products may be brand name or equivalent as stipulated in this contract.</p> <p>The contractor is encouraged to incorporate low sodium products.</p> <p>Required average daily calorie range per 5-day week = 750-850</p> <p>*Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, Mesclun, and green and red leaf lettuce. Grains must meet the designated ounce equivalents per the menu guidelines.</p> <p>Light, low-fat, non-fat, and low-sugar products/food items are to be used as necessary to meet the average daily calorie range.</p> <p>Condiments to be included.</p> <p>It is recommended to utilize USDA recipe to prepare menu items when applicable.</p>	<p>1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings</p> <p>1/4 cup Tomatoes</p> <p>3/4 cup Crinkle Cut Fries</p>			
<p>Veg</p> <p>1-3/4 cup</p>	<p>1 cup</p> <p>1 cup Baked Beans = 1 Cup credit (USDA 1-06)</p>	<p>1 cup</p> <p>3/4 cup Broccoli</p> <p>1/4 cup Oriental Veg (Stir Fry)</p>	<p>1 cup</p> <p>1 cup Tater Tos</p>	<p>2 Cups (1 Cup credit) Iceberg Lettuce</p> <p>1/4 cup Tomatoes, Onion (Salsa)</p>	<p>x</p> <p>x</p>

**EXHIBIT B, PART 2**  
**Food-Based Meal Pattern**  
**21-Day Cycle Menu for K – 12<sup>th</sup> Grade**  
**Breakfast**

1	G/B	1.2 oz.	WGR Pancakes (1 oz. eq. grain)	2	1 oz.	WGR Toast (1 oz. eq. grain)	3	1 oz.	WGR English Muffin (1 oz. eq. grain)	4	1 oz.	WGR Cereal-1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.	5	2 oz.	WGR Bagel (2 oz. eq. grain) w/ Low-Fat cream cheese
	G/B or	1 oz.	Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)		1/2 egg	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies		1 oz.	1/2 Egg (1 oz. eq. M/MA)		4 oz.	Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)			
	M/MA	1/2 c.	Fresh Blueberries		1/2 c.	Orange Wedges		1/2 c.	Fresh Strawberries		1/2 c.	Fresh Banana		1/2 c.	Fresh Apple Slices
	F/V	1/2 c.	100% Pineapple Juice		1/2 c.	100% Orange Juice		1/2 c.	100% Apple Juice		1/2 c.	100% Grape Juice		1/2 c.	100% Fruit Punch Juice
			Syrup		1/4 c.	Mushrooms, Red/Green Peppers, and Onions									
6	G/B	1/2 c.	WGR Oatmeal (1 oz. eq. grain)	7	1 oz.	WGR Cereal-1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.	8	2.4 oz.	WGR Waffles (2.4 oz. = 2 oz. eq. grain)	9	1 oz.	WGR Cereal-1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.	10	1 oz.	WGR English Muffin
	G/B or	2 oz.	WGR Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)		2 oz.	WGR Apple Muffin (2 oz. = 1 oz. eq. grain)					1 oz.	WGR Animal Crackers (1 oz. = 1 oz. eq. grain)			
	M/MA	1/2 c.	Cinnamon Apples		1/4 c.	Raisins (1/4 c. credits 1/2 c.)		1/2 c.	Pineapple		1/2 c.	Pears		1/2 c.	Peanut Butter ( 2 Tbsp. = 1 oz. eq. M/MA)
	F/V	1/2 c.	100% Pineapple Juice		1/2 c.	100% Orange Juice		1/2 c.	100% Apple Juice		1/2 c.	100% Grape Juice		1/2 c.	Peaches
														1/2 c.	100% Fruit Punch Juice
11				12			13			14			15		

G/B	4.8 oz. WGR French Toast (4.8 oz. = 2 oz. eq. grain)	1 oz. WGR Cereal-1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.	1 oz. WGR Biscuit (1 oz. eq. grain)	1 oz. WGR Toast (1 oz. eq. grain)
G/B or	1/2 c. Applesauce	1/2 c. Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)	1 oz. Egg (1/2 egg = 1 oz. eq. M/MA)	1/2 eggs Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies
M/MA	1/2 c. Applesauce	1/2 c. Fresh Banana	1/2 oz. Low-fat Cheese (.5 oz. eq. M/MA)	1/2 c. Fresh Blueberries
F/V	1/2 c. 100% Pineapple Juice	1/2 c. 100% Orange Juice	1/2 c. Orange Wedges	1/2 c. 100% Orange Juice
G/B or	Syrup	1/2 c. 100% Apple Juice	1/2 c. 100% Apple Juice	1/4 c. Mushrooms, Red/Green Peppers, and Onions
16	1/2 c. WGR Oatmeal (1 oz. eq. grain)	17 WGR Cereal-1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.	18 2.4 oz. WGR Waffles (2.4 oz. = 2 oz. eq. grain)	20 WGR Breakfast Muffin (2 oz. = 1 oz. eq. grain)
G/B or	2 oz. Whole Grain Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)	2 oz. WGR Blueberry Muffin (2 oz. = 1 oz. eq. grain)	1 oz. WGR Graham Crackers (1 oz. = 1 oz. eq. grain)	1 oz. Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA)
M/MA	1/2 c. Cinnamon Apples	1/2 c. Pineapple	1/2 c. Peaches	1/2 c. Fresh Apple Slices
F/V	1/2 c. 100% Pineapple Juice	1/2 c. 100% Orange Juice	1/2 c. 100% Apple Juice	1/2 c. 100% Fruit Punch
21	WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate			
G/B	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free Flavored or unflavored; 1% or less unflavored.			
G/B or	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.			
G/B or	Whole Grain Rich Pancakes (1.2 oz. = 1 oz. eq. grains)			
G/B or	Grains and meat/meat alternates must meet the designated ounce equivalents per the menu guidelines.			

<p>M/MA 1 Turkey Sausage (1 oz. oz. cooked = 1 oz. eq. M/MA)</p> <p>F/V 1/2 Mixed Fruit c.</p> <p>1/2 100% Orange Juice c.</p>	<p>The breakfast menu must meet the 2014-2015 meal pattern requirements for all components, including the whole grains and daily one-cup fruit requirements, and Sodium Target 1 (≤540 mg sodium at breakfast).</p> <p>Condiments to be included.</p> <p>The contractor is encouraged to incorporate low sodium products.</p>
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**EXHIBIT C**  
**FOOD BASED NUTRITION STANDARDS**  
**FOR MENU PLANNING**  
**NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM**

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

<sup>a</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ½ cup.

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

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

<sup>d</sup>Larger amounts of these vegetables may be served.

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

<sup>f</sup>Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>g</sup>There is no separate meat/meat alternate component in the SBP. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

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

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

<sup>j</sup>Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ (VENDOR) being first duly sworn, deposes, and says that:  
(FSMC Official)

VENDOR is the \_\_\_\_\_ of \_\_\_\_\_,  
(Owner, Partner, Officer, Representative, Agent) (FSMC)

VENDOR is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said VENDOR nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other VENDOR, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted; or to refrain from proposing in connection with such contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any VENDOR, firm, or person to fix the price or prices in the attached proposal or any other VENDOR, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other VENDOR, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against the SFA, or any person interested in the proposed contract;

The price of items quoted in the attached proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the VENDOR or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires:  
\_\_\_\_\_



## Food Service Management Company (FSMC) Monitoring Tool

Twice a year, an official of the school sponsor should conduct a monitoring visit of *each* food service site. Complete a copy of this form for each site monitored. **Keep a copy of this form with your program records.**

Sponsor #/Name: \_\_\_\_\_ Site Name \_\_\_\_\_

FSMC Name: \_\_\_\_\_ Review Date: \_\_\_\_\_ Base Year of Contract: \_\_\_\_\_ Renewal Year (1,2,3,4): \_\_\_\_\_

Meal Type	Fixed Fee Per Meal	Meal Type	Fixed Fee Per Meal
Student Lunches	\$	SFSP Lunch/Supper Meals	\$
Student Breakfasts	\$	SFSP Snacks	\$
Meal Equivalent Fee	\$	FFVP Meal Equivalent Fee	\$
Meal Equivalent Factor (breakfast, snack, adult, etc.)	\$		\$
Student Afterschool Snacks	\$		
SFSP Breakfast	\$		

Menus and Service	Yes	No	NA	Comments
1. Has the FSMC followed the 21-day cycle menu, as described in Exhibit B of the contract, for the first 21 days of the contract? (Monitor during the first year of contract only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. If changes were made to menus following the first 21 days of the contract, did the sponsor approve them?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Do cycle menus meet requirements for all grade groups?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are production records completed each day for all meals claimed for reimbursement and component contributions available for each menu item?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. If the "Offer vs Serve" provision was implemented, are students required to take the minimum number of menu items (including ½ cup fruit and/or vegetable)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Are meal modifications provided to students? Is appropriate meal modification documentation on file at the serving site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Does the FSMC provide fluid milk substitutions as Sponsor as indicated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Are fluid milk substitutions compliant with USDA substitution criteria?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Are the Smart Snacks In Schools regulations being followed by the FSMC?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Is the FSMC complying with Vending as stated in the Contract?	<input type="checkbox"/>	<input type="checkbox"/>		
11. Does the FSMC comply with the Sponsor's Local Wellness Policy?	<input type="checkbox"/>	<input type="checkbox"/>		
12. Are meals monitored after the last food or menu item is served/selected to ensure only reimbursable meals are claimed?	<input type="checkbox"/>	<input type="checkbox"/>		
13. Do the foods purchased meet the quality specification standards indicated in the contract?	<input type="checkbox"/>	<input type="checkbox"/>		
14. Is FSMC complying with Buy American Requirements?	<input type="checkbox"/>	<input type="checkbox"/>		

<b>Financial Accountability Procedures</b>	<b>Yes</b>	<b>No</b>	<b>NA</b>	<b>Comments</b>
1. Do the school food service daily income records accurately reflect the revenue received by meal type? (Student meals, adult meals, a la carte, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Do the school food service daily meal count record forms accurately reflect the counts of student and adult meals by meal type and eligibility category?	<input type="checkbox"/>	<input type="checkbox"/>		
3. Are all records being maintained that are needed to support the Claim for reimbursement, reports with claim information (promptly at the end of each month), and meal count records for meals not covered by the Claim, such as adult meals?	<input type="checkbox"/>	<input type="checkbox"/>		
3. Are all invoices monitored to assure the FSMC invoices per the current pricing agreement indicated in the contract or addendum and have not double-invoiced or included costs which are not allowed by the contract?	<input type="checkbox"/>	<input type="checkbox"/>		
4. Do the records show a la carte, adult, and other food sales are being invoiced at the meal equivalency rate or accurately per the contract?	<input type="checkbox"/>	<input type="checkbox"/>		
5. Are all discounts, rebates, and credits for food and supplies received, where applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Sanitation and Safety Procedures</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
1. Are facilities and equipment adequately maintained for safety and sanitation?	<input type="checkbox"/>	<input type="checkbox"/>		
2. Do employees practice safe food handling procedures?	<input type="checkbox"/>	<input type="checkbox"/>		
3. Is a Food Safety (HACCP) plan available at the serving site?	<input type="checkbox"/>	<input type="checkbox"/>		
4. If yes, is the plan being implemented?	<input type="checkbox"/>	<input type="checkbox"/>		
5. Has the plan been reviewed and revised annually?	<input type="checkbox"/>	<input type="checkbox"/>		
6. Are health licenses maintained as required by the contract?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Sponsor responsibility <input type="checkbox"/> FSMC responsibility
7. Has the Sponsor/FSMC met the food safety training requirements for their employees?	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Other Contractual Requirements</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
1. Has the advisory committee of parents, students and teachers met to assist in menu planning? (Attach documentation - Agendas, Surveys, Taste Testing Results, etc.)	<input type="checkbox"/>	<input type="checkbox"/>		
2. If recommendations or concerns have been noted as a result of the meetings, has the FSMC implemented recommendations or addressed the concerns brought forth by the advisory committee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. If the Sponsor has requested that the FSMC representative participate in the advisory committee meetings has the FSMC complied with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

4. Have all corrections been made as required if problems were noted during a sponsor review, the administrative review, or a program audit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other Contractual Requirements Cont.</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
5. Were the Sponsor's Civil Rights policies followed?	<input type="checkbox"/>	<input type="checkbox"/>		
6. Have there been any Civil Rights complaints this year?	<input type="checkbox"/>	<input type="checkbox"/>		
7. Is the FSMC performing any Sponsor special functions/catering outside the nonprofit school food service account? List functions in the comments section.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. If yes to the above, is there a method which delineates the cost allocation for Sponsor special functions/catering conducted outside the nonprofit school food service? (i.e. ensures labor costs are not double invoiced)				
9. Is the FSMC performing any special functions/catering for entities other than the Sponsor? (Any external catering-not for the benefit of the district requires a separate contract.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. If yes to the above, what process is in place to ensure that any and all resources of the school food service department, which are to be used by the FSMC, produce revenue to fully fund the costs of the non-school catering. Are all costs related to the use of the school district's facilities (including food service facilities for catering) paid for by a source other than the food service fund? Please describe process.				
11. Is the FSMC adhering to the Sponsor's free and reduced priced policy statement?	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Staffing and Professional Development</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
12. Is FSMC complying with Professional Standards requirements for its employees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. Is FSMC providing appropriate and timely training for FSMC staff? List training in comments section at end of monitoring form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Renewal Process (If Applicable)</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
14. Do all the invoices match the prices with the current renewal addendum prices?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Did the renewal adhere to CPI meal rate increases as described in the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>USDA Foods (If Applicable)</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
16. Did the FSMC credit the full value of all donated foods received for use in the meal service as required by contract requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

17. Is the FSMC complying with contract requirements that the procurement of processed end products on behalf of the recipient agency, as applicable, complies with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or recipient agency processing agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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**Other Comments:**

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**List any Corrective Actions Required of the Food Service Management Company**

**Date of Implementation**

List any Corrective Actions Required of the Food Service Management Company	Date of Implementation

\_\_\_\_\_  
Signature of Sponsor's Monitoring Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of FSMC Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Addendum 1

### Scoring criteria

**Price (40pts)** – Lowest price will receive the maximum points available (40). Other vendors will receive points equal to the lowest price divided by their meal price multiplied by 40.

**Program management and experience (35pts)** – The SFA will reward maximum points the FSMC that provides the most comprehensive responses to the 9 criteria listed.

- 1) Management structure and staffing plan – describe how you will staff and provide support the schools
- 2) Multi-site systems in Florida – describe experience running multi-site systems in Florida under the NSLP program
- 3) Innovative menu design and program participation/promotion – describe innovations that have been used successfully to increase participation through menu design
- 4) NSLP, SSO, and ASSP experience in Florida – list years of experience in Florida
- 5) Accounting and reporting procedures – provide a typical billing sample including activity report. Also, describe how data from schools regarding meals consumed is collected, stored, and transmitted to the billing departments. Include the description the name of the software used if it is a commercially available product.
- 6) Utilization of USDA commodities – describe how commodities will be utilized in the operation
- 7) Fresh fruit and vegetable procurement and utilization – describe how you will procure fresh fruits and vegetables and the typical number of fresh items offered daily to the students.
- 8) Transition and hiring plan – describe your plan for assuming/departing the food service operation. (Please keep in my mind that we will be operating summer programs at this time.)
- 9) Plan to address meal service for schools that are currently operating without kitchens – describe how you will service the two schools that are currently operating without a kitchen. Include things that you would require of the schools and/or system to fulfill this responsibility.

**Community Outreach and School Partnerships (15pts)** – The SFA recognizes that the FSMC will become a member of the school/district/community family. It is important that FSMC be able to demonstrate a verifiable commitment to the communities that it serves. Maximum points will be awarded to the FSMC that presents the best, verifiable, community outreach/school partnership.

**Emergency/Pandemic Response Plan (10pts)** – Maximum points award for the most comprehensive response plan. Plan must address how FSMC will mobilize and prepare food when the system is given permission by the state for emergency feeding. Please address contingency plans for personnel shortages, supply chain disruptions, and increased protective postures for food service in a pandemic situation.

## **Addendum 2**

### **Letter of interest requirements**

The letter of interest should include all the following:

- Name of Company
- Point of contact for proposal (include phone and email address)
- Company website address
- Years of experience in Florida
- Number of public K-12 schools in Florida that company currently serves
- A minimum of three school-based references in Florida (district level and or college level references will not be considered)