



Bay District Schools
 1150 West 17th Street
 Panama City, FL 32405
 850-767-4209

Request For Proposals (RFP)

DUE DATE: Proposals due at 2:00 p.m. Central Time (CT):
March 24, 2022

RFP NO.:
22-03

RELEASE DATE :
February 15, 2022

POSTING DATE FOR AWARD RECOMMENDATION:,
 (on or about)
April 22, 2022

Bids must be submitted to the Purchasing Department and received on or before 2:00 p.m. CT on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (Florida Statute 119.071 2.)

BID TITLE:

Food Service Management Company

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposal (RFP) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; Bidder, its principals, or their lobbyists has not contacted any School Board Member, the Superintendent nor anyone in the District regarding this RFP except as authorized purchasing department representative identified herein. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title (Typed or Printed)

SECTION 2: Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid complies with bid requirements, please verify that the submittals indicated by the below have been submitted.

Bid Bond

Descriptive Literature

Licenses

Manufacturers Authorization

References

Bidder Questionnaire

Other

Note: If your firm wishes to not submit a bid in response to the RFP, but remain on our bidder list, please complete and return, via mail or fax, this page of the RFP indicating "No Bid".

**Request for Proposal and Contract
Non-Profit School Food Service**

RFP NO. 22-03

**RFP TITLE
Food Service Management Co.**



**Bay District Schools
Purchasing Department
1150 West 17th Street
Panama City, FL 32405**

PURCHASING CONTACT

Dan S. Fuller

General Manager of Purchasing, Contracting & Materials Management

E: fulled@bay.k12.fl.us

P: 850-767-4209

OPENING DATE

March 24, 2022, at 2:00 PM CT

DELIVER TO: THE SCHOOL DISTRICT OF BAY COUNTY
PURCHASING DEPARTMENT
1150 WEST 17TH STREET
PANAMA CITY, FL 32405

SEALED PROPOSAL DO NOT OPEN

SEALED RFP NO: RFP 22-03

RFP TITLE: Food Service Management Co.

DUE DATE/TIME: **March 24, 2022**, AT 2:00 PM CST

SUBMITTED BY: _____
NAME OF COMPANY



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, audiotope, 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.

This institution is an equal opportunity provider

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**BAY DISTRICT SCHOOLS
PURCHASING DEPARTMENT**

Sealed proposals shall be received at:

Bay District Schools
Purchasing Department
1150 West 17th Street
Panama City, FL 32405
until: **March 24, 2022, at 2:00 PM CT**

Oral, telephonic (facsimile, telex), telegraphic, or electronic (e-mail) proposals are invalid and will not receive consideration.

Proposals **POSITIVELY** will not be considered after the time above.

Proposals may not be withdrawn for a period of sixty (60) days from the date of the opening.

NOTE: VERBAL TABULATIONS WILL NOT BE GIVEN BY TELEPHONE. PLEASE SEND A SELF-ADDRESSED ENVELOPE WITH POSTAGE FOR A MAILED COPY OF THE TABULATION. TABULATIONS ARE ALSO POSTED ON THE PURCHASING WEBSITE AT WWW.BAY.K12.FL.US IN THE "AWARDED BIDS & CONTRACTS" SECTION.

PROPOSAL ACKNOWLEDGEMENT FORM

COMPANY

MAILING ADDRESS

CITY – STATE – ZIP CODE

TELEPHONE NUMBER	FAX NUMBER	E-MAIL
------------------	------------	--------

ADDRESS

BY: _____
NAME – PLEASE PRINT

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NOTE: THIS PROPOSAL IS NOT VALID UNLESS THIS PAGE IS SIGNED ON THE ABOVE LINE BY AUTHORIZED REPRESENTATIVE & RETURNED WITH PROPOSAL.

SECTION 1 - INSTRUCTIONS

1.1 Notice of Solicitation

This Request for Proposal (RFP) is for the purpose of obtaining responses from caterers and vendors to provide meal services for School Board of Bay County Florida (sponsor, AKA: Bay District Schools or BDS) (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).

The Bay District Schools is the public-school system for Bay County, Florida, with its main office in Panama City. The District serves as the School Food Authority (SFA). The District has 34 schools participating in the Food Service Program which includes the following:

- 2 Alternative Schools (1 - 6-12 and 1 PK-5)
- 3 High Schools (9-12)
- 4 Middle Schools (6-8)
- 1 Elementary (PK-2)
- 1 Elementary (PK-3)
- 15 Elementary (PK/K-5)
- 1 Combination (PK-12)
- 2 Combination (6-12)
- 2 Combination (K-8)
- 1 Special Needs Charter (9-12)
- 1 Special Needs (PK-12+)
- 1 Technical College (Adult, some high school)

The total full-time enrollment of traditional public-school students is approximately 21,000.

The District provides satellite meal services as follows:

- J.R. Arnold High School, Oscar Patterson Academy and MKL Center cater to Head Start Programs located on those respective campuses.

1.2 Proposal submission

Responses should address each of the requirements set forth in this RFP. Proposals shall be submitted no later than 2:00 PM CST on **March 24, 2022** to the address below. Responses will be publicly opened at 2:00 PM CST on **March 24, 2022** and only proposers and their price will be announced. The responses will then be evaluated per the criteria specified in Subsection 1.4, below..

Bay District Schools
Purchasing Office
Dan Fuller, General Manager
1150 West 17th Street
Panama City, FL 32405-3789

Proposal to include Original with original signature(s) in blue ink, five (5) copies and one (1) electronic file format copy of a FSMC's proposal must be received at the address provided. The original package will be date and time stamped upon receipt.

Proposals received after the published due date will not be opened, nor considered, and, will be returned un-opened to the proposer. It is solely the responsibility of the respondent/proposer to assure that their proposals are delivered to the correct location by the required time.

1.3 Timeline

February 16	RFP w/Attachments & Exhibits Issue Cone of Silence in effect
February 28	Pre-Proposal Conference and Site Visits
March 1	Addendum 1 (If Needed)
March 10	Last Day for Questions, in writing, by 2:00 PM CST
March 11	Addendum 2
March 24	Proposals due 2PM CST, open and record
March 30	Evaluation Committee 1 st Meeting – Instructions Only
April 7	• Evaluation Committee 2 nd Meeting – Evaluation & Score
April 8	Recommendation by Committee
April 11-15	FDACS Review/Approval
April 26	Board Approval / Contract Award
July 1	FSMC Begins

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.

The criteria for evaluation of proposals shall be as follows:

	Maximum Points
1. Total Fixed Meal Price rate. The lowest cost proposal meeting specifications will receive 25 points. All other proposals will receive a percentage of the 25 points based upon the percentage that they were higher than the lowest proposal.	25

2. Menu/product identifications/nutrition analyses as submitted in response to the menu system.	5
3. Marketing strategies/training plans/transition plan to be implemented.	10
4. Experience of On-Site Management Company Staff. FSMC's top local manager must have a minimum of three (3) years' experience managing a food service program. The food service related experience of other FSMC management staff will also be considered.	30
5. Management Company experience. Only companies with a minimum of five (5) years' experience with the National School Lunch/Breakfast Programs will be accepted. Provide description of experience.	20
6. Proposers shall describe the efforts that will be undertaken to maximize the efforts to include in the food service program foods that are locally grown or raised.	5
7. Attendance at the pre-proposal conference and school site visits.	5
Total:	100

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 – 2022-2023 School Calendar
5. Exhibit E – School Meal & Holiday Meal prices 2021-22
6. Exhibit F – Cost Analysis Report 7/1/20-6/30/21
7. Attachment 1 - Drug-Free Workplace Program Bidder Certification
8. Attachment 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
9. Attachment 3 - Certification Regarding Lobbying
10. Attachment 4 - Proposal Summary
11. Attachment 5 - Conflict of Interest Disclosure
12. Attachment 6 - Independent Price Determination
13. Attachment 7 - Non-Collusion Affidavit
14. Attachment 8 - Public Entity Crimes Statement
15. Attachment 9 - Unallowable SFA-FSMC Contract Document Provisions
16. Attachment 10 – Interrogatives responses

1.6 Questions and Site Visits

Questions concerning this RFP and requests for a site visit can be submitted in writing via email to Mr. Dan Fuller, General Manager for Purchasing, Contracting, & Materials Management, Bay District School Purchasing Department, 1150 West 17th Street, Panama City, FL 32405, phone: 850-767-4209; fax: 850-872-7752; email: fulled@bay.k12.fl.us. All responses to questions received will be made in writing on date in Subsection 1.3 and sent to all potential vendors..

Material changes, if any, to the scope of services, or proposal procedures will be transmitted only by addendum. Proposer, in turn, shall acknowledge receipt of the addendum by statement of the addendum number and the date of issuance in the submittal of his/her bid. The District will not be responsible for any interpretation, other than those transmitted by addendum to the RFP, made or given prior to the bid award. The Proposer is responsible for verifying they have received all RFP Addenda.

1.6.1 Pre-Proposal Conference: pre-proposal conference will be held in the SFA Staff Development Room, 1311 Balboa Avenue, Panama City, FL 32405 on **February 28, 2022 at 9:00AM CST**. Arrive on time - we will not address subjects twice. The purpose of the conference will be to assure that interested FSMCs have a clear understanding of the specifications and requirements. ATTENDANCE AT THIS MEETING IS HIGHLY RECOMMENDED FOR ALL POTENTIAL PROPOSERS, WITH POINTS BEING AWARDED TO THE PROPOSAL OF THOSE IN ATTENDANCE. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. Proposers will have an opportunity to ask questions relating to the District's Food Service operations. Questions not addressed at the pre-proposal conference must be submitted in writing to the SFA. Written responses to all questions will be posted on the District's Purchasing web page. Proposers will be limited to three (3) representatives at the conference. Following the conference, site visits will begin. **No questions may be asked of current FSMC employees**

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.

1.8 Program Goals

A successful proposer will be responsible to conduct a food service program which fulfills the objectives of the District. Proposers are advised to bear in mind the primary goals of the District when assembling their proposals. Primary District objectives are:

- A) To increase student participation at all levels;
- B) To maintain or improve the level of food quality at each service point;
- C) To assist in upgrading equipment and facilities, as required;
- D) To provide a variety of menu choices to meet dietary requirements arising from medical and/or religious restrictions;
- E) To practice successful marketing outreach with a strong emphasis on public relations;
- F) To establish and maintain a stringent cleanliness/sanitation program;
- G) To partner with other local public agencies in providing nutritional meals in evening and after school programs for those in need in the community;
- H) To establish a formal structure to routinely and continuously gather input from school food service employees to ensure effective and efficient operations;
- I) To establish and conduct management and operational staff training programs that will ensure appropriate staff development, proper supervision, consistent quality control and the exercise of appropriate safety procedures;

- J) To develop and maintain model management/operations staffing patterns at all schools, based upon their individual needs, which will assure quality service and retention of qualified employees;
- K) To develop a viable method of accurately determining the level of customer satisfaction, as well as remedial steps to be taken, as necessary.

The Food Service Program is currently a contracted service, and the food service operation for all of the District's schools. The District uses the Newton Point of Sale system, by MCS Software.

The District participates in the National School Breakfast and Lunch Program, Summer Food Service Program, the Florida Department of Health's Supper Program, and in the USDA After School Snack Program (ASSP). USDA Foods are available for use in the program and are to be included in menus to the greatest extent possible. All USDA Foods shall be retained and used in strict compliance with federal regulations. Free and reduced-price meals are provided to students who qualify.

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

2.2 Errors or Omissions

If the District 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 District may provide the Contractor 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 District 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.

2.4 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.

2.5 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..

2.6 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.

2.7 Prohibition of Gratuities

By submission of a proposal, a FSMC certifies that no employee of the District 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.

2.8 FSMC Research

The District 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.

2.9 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

2.10 Proposal Computation Method

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

2.11 Proposal Bond Requirements

Each proposal shall be accompanied by a Proposal Bond in an amount of 5% of the total annual cost proposed. The purpose of the bond is to ensure that the successful proposer will enter into contract upon award. The Bond shall be issued by a surety company licensed to conduct business in the State of Florida and listed as an approved surety by the U.S. Department of the Treasury. Cash, checks or other bond instruments are NOT acceptable.

2.12 Performance Bond Requirements

The successful FSMC shall provide a Performance Bond in the amount of 20% of the total annual cost of the resulting contract which shall remain in effect for the entire contract, including any and all renewal periods. Such Bond shall be submitted within fifteen (15) calendar days after award of the Contract by the Board. Both Proposal and Performance Bonds shall be issued by one and the same surety company. The Proposal Bonds from responding firms will be returned upon Contract award by the Board.

2.13 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.

2.14 Indemnification

The FSMC agrees to protect, defend, reimburse, indemnify and hold the District, its agents, employees and elected officers free and harmless at all times from any and all claims, liability, expenses, losses, suits, costs, fines and damages by or damage in connection with Contractor's performance under the contract. The FSMC will not be responsible to the District for damages resulting out of bodily injury or damages to property which the Contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees

2.15 Copyrights

The District reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for District purposes: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a Contractor purchases ownership with grant support. 7 C.F.R. 3016.36(i)(9)

2.16 Patents

The District reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for District purposes patent rights with respect to any discovery or invention which arises or is developed in the course or under such contract. 7 C.F.R. 3016.36(i)(8)

2.17 Confidentiality

Response documents related to this procurement process are governed by the Public Records Laws, Chapter 119, Florida Statutes. Information obtained in response to this RFP which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of the Contractor supplying the information. Therefore, all FSMCs must visibly mark as "Confidential" the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the State Agency and the SFA.

2.18 Federal Debarment Certification Form

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.

2.18.1 - 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.

2.18.2 - 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.

2.19 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.

2.20 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.

2.21 Conflict of Interest Disclosure

Any award there under is subject to provisions of Chapter 112, Florida Statutes and School Board Policy 3.132 all bidders must disclose – with their proposal – the name of any officer, director, or agent who is also an employee of the District School Board of Bay County, Florida. Further, all bidders must disclose the name of any Bay County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. Affirmation of such will be by signature on the Conflict of Interest form (Attached 11.).

2.22 Insurance Requirements

A. Within 14-days of notice of award and before doing any work, FSMC shall provide Certificates of Insurance evidencing that the following coverage's are in force. Policies shall remain in force for the duration of the contract period.

- a) Worker's Compensation** - Workers' Compensation shall be maintained as required by Chapter 440, Florida Statutes and shall also include Employers' Liability coverage with minimum limits of bodily injury by accident, \$100,000; bodily injury by disease, \$500,000 policy limit; bodily injury by disease, \$100,000 per employee.
- b) Business Auto Policy** - FSMC shall agree to maintain Business Auto-mobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired vehicles. In the event the FSMC does not own any automobiles the Business Auto Liability requirement shall be amended allowing FSMC to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.
- c) Commercial General Liability** - Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$5,000,000 per claim, \$5,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage

Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the District shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

- d) Professional Liability** - The FSMC shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$5,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the District reserves the right, but not the obligation, to review and request a copy of FSMC's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, FSMC shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.
- e) Public Liability Insurance** - Public Liability Insurance (Comprehensive General Liability Form) shall be maintained against bodily injury, personal injury and property damage in limits of not less than \$5,000,000 per occurrence with a minimum of \$5,000,000 aggregate.
- f) Additional Insured Requirements** - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Bay District Schools, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Bay District Schools, political subdivision of the State of Florida, its officers, employees and agents, with Contract number 02-35. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the District prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the District as to form and types of coverage. In the event that the statutory liability of the District is amended during the term of this agreement to exceed the above limits, the FSMC shall be required, upon thirty (30) days written notice by the District, to provide coverage at least equal to the amended statutory limit of liability of the District.
- g) Waiver of Subrogation** - FSMC shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-

loss agreement to waive subrogation without an endorsement then FSMC shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.

- B. Certificate(s) of Insurance** - Immediately following notification of the award of this Agreement, FSMC shall agree to deliver to the District a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- C. Umbrella or Excess Liability** - FSMC may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the District shall be endorsed as an "Additional Insured."
- D. Right to Review** - District, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.
- E. Subcontractors** - It shall be the responsibility of the FSMC to ensure that all Subcontractors comply with the same insurance requirements referenced above.

2.23 Security

a) Finger Printing and Background Check:

The FSMC agrees to comply with all requirements of Chapter 1012.465, Florida Statutes (Also known as the Jessica Lunsford Act) by certifying that any/all employees who will be on schools grounds shall/will have completed this mandatory background screening as required by the referenced statutes and meet the standards established by the statutes and meet any/all requirements of the District. These certifications will be provided to the Bay District Schools, Purchasing Department in advance of the FSMC providing any/all services as required herein.

The FSMC will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and/or the District to maintain the fingerprints provided with respect to FSMC and its employees.

The FSMC will follow procedures for obtaining employees background screening as established by the Bay District Schools Human Resources Department. The FSMC will use the District's Department of Safety and Security for fingerprinting and background checks. When rule requires recertification, the FSMC will assume the cost for the recertification.

Where: Bay District Schools
Safety and Security Department
520 School Ave
Panama City, FL 32401
When: Monday-Thursday, 7:30 AM - 4:30PM CST
Point of Contact: Ms. Mae Mcadam, 850-767-4347
Cost: Contact Ms. Mcadam regarding cost and breakdown.

b) Firearms & Weapons:

The possession of any/all weapons, firearm and or any other device is strictly prohibited on any/all District properties as per Chapter 790.115, Florida Statutes.

c) Drug Free Workplace:

All FSMC will be required to have a Drug Free Work Program for the duration of the contract period, as per Section 287.087, Florida Statutes.

d) Building Security:

The FSMC shall coordinate building entry and exit procedures with the school Principal to assure that building security is maintained.

e) Security Equipment:

It shall be the responsibility of the FSMC to train his/her employees on the operational procedures for installed security equipment and reimburse the SFA for any false alarm charges caused by the employee(s). Said charges are not limited to the police/fire department invoice amounts, SFA employee(s) responding hourly salary including fringe benefits, etc. **Failure to activate alarm systems or lock doors can result in the FSMC being assessed an automatic monetary deduction of \$50.00 or actual cost, whichever is higher, per event.** The cost shall be withheld from monthly payment(s).

f) Keys:

The FSMC shall be responsible for any lost keys, card keys and any inherent damages (i.e. re-keying the whole facility). This cost shall be withheld from payment(s). The decision to re-key the facility is solely that of the Site Manager.

g) Unauthorized Personnel:

At no time shall FSMC allow any people into the building other than bona fide employees of the FSMC. At no time shall FSMC allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

2.24 FSMC Employees:

A. FSMC shall be responsible for the supervision and direction of work performed by its employees, agents and/or Subcontractors. The SFA shall not exercise any control or supervision over FSMC's employees.

- B.** FSMC's employees shall observe the rules and policies of the SFA while working on District's premises. Hours of work will be mutually agreed upon by site of work Manager and FSMC.
 - C.** FSMC's employees and/or Subcontractors will refrain from smoking or use of tobacco in any facility, property or vehicles owned by the SFA in accordance with Chapter 386.212, Florida Statutes. Any person wishing to use tobacco products must leave the school grounds to do so.
 - D.** FSMC's employees shall not operate in any method, school computers, telephones or other equipment, unless authorized by the SFA. However, limited local emergency telephone calls may be completed.
 - E.** FSMC's employees shall refrain from the use of vulgarities while on SFA property.
 - F.** All employees of and/or Subcontractors shall wear proper attire for the work required. Clothing shall have no vulgarities or sexually suggestive graphics.
 - G.** Employees of FSMC shall not have contact with SFA staff outside of appointed staff and/or administrator's hours as determined necessary by the site managers.
 - H.** At no time shall any employee of the FSMC or a Subcontractor be deemed an employee of the SFA. The FSMC will accept full and exclusive responsibility and liability for compliance with all laws and regulations related to the payment of withholding taxes, tax contributions, expenses, commissions and benefits including, but not limited to, social Security contributions, workers' compensation fees, and health care premiums.
 - I.** The SFA retains the right to require the FSMC to dismiss any employee deemed incompetent, careless, insubordinate, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of the SFA in connection with FSMC's performance under the contract. Dismissed personnel are restricted from and shall not be allowed to return to any SFA site (s) without the submission of a written request from the FSMC asking for approval from the SFA for the employee(s) to return to service. The FSMC will not be responsible to the SFA for damages resulting out of bodily injury or damages to property which the FSMC can establish as being attributable to the sole negligence of the SFA, its respective agents or employees.
- 2.25** The SFA School Board reserves the right to waive formalities and to reject any and all bids or to accept any bid or combination of proposals deemed to be in the Board's best interest and the decision of the Board will be final.
- 2.26** Cone of Silence: Any FSMC or lobbyist for a FSMC is prohibited from having any communications concerning this RFP for a competitive procurement with any School Board Member, Superintendent or District personnel, after the Purchasing Department releases the RFP to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release until the Contract is awarded by the

District. All communications regarding this RFP shall be directed to the designed Purchasing Department contact unless so notified otherwise. (See 1.3 and 19.3).

Any FSMC or lobbyist who violates this provision may result in rejection/disqualification of said RFP. For purposes of this policy, "lobbying" is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of a School Board Member, Superintendent or District personnel after the release of the RFP and prior to the time that an award recommendation is posted. Communications with the Purchasing Department regarding clarifications of solicitation terms, conditions, or specifications will not be considered as "lobbying".

SECTION 3 – SCOPE OF WORK

- 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 (to include NSLP, SFSP, ASP and Special Milk) at the contracted per meal price, at all the food service sites specified in Exhibit A.
- 3.4** The FSMC shall provide the type of food service at food service sites as specified on Exhibit A for approximately 176-180 serving days. The state dictates the number of contact hours students shall receive which further defines the number of school days each year. The SFA provides satellite meal services as follows:
 - J.R. Arnold High School, Oscar Patterson Academy, and MKL Center cater to Head Start programs located on those respective campuses.
- 3.5** The SFA may add or remove sites and/or meal periods for existing programs from Exhibit A at any time during the period of the contract unless the addition or removal of sites and/or meal periods creates a material or substantive contract change.
- 3.6** The SFA reserves the right to maintain food and beverage vending machines for non-reimbursement meals in its facilities. Revenues from the present food and beverage vending machines accrue to the existing site. The FSMC may recommend product for sale in these vending machines.
- 3.7** The FSMC shall be an independent Contractor and not an employee of the SFA. The employees of the FSMC are not employees 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 operations to ensure compliance with the rules and regulations of the Florida Department of Education (FLDOE), the Florida

Department of Agriculture and Consumer Services (FDACS) and the United States Department of Agriculture (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 operation to ensure compliance with the rules and regulations of the FLDOE, the FDACS and the USDA regarding Child Nutrition Programs.

SECTION 4 – SCHOOL FOOD AUTHORITY RESPONSIBILITIES

- 4.1** The SFA shall ensure the food service operation is in conformance with its *National School Lunch and Breakfast Programs, Children Nutrition Program (CNP) Sponsor Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals, and AFTER School Snack Program (ASSP) through the Department of Health*.
- 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 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 all 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 Permanent Agreement; and the CNP Monthly Claim for Reimbursement, and any other Program document requiring Sponsor signature*.
- 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 specified term of this contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.
- 4.9 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 if needed.
- 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 shall 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 Supper meals, prices as a unit, which meet USDA requirements
 - 5.2.6 Milk, served to all children pursuant to the Special Milk Program
 - 5.2.7 Fresh fruit and vegetables, served to all children pursuant to the USDA Fresh Fruit and Vegetable Program
 - 5.2.8 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 the collection procedures as specified by the SFA and approved by 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 twenty-one (21) day cycle menu(s) and portion sizes specified by the SFA on Exhibit B (Sample Menu) for the first twenty-one (21) days of meal service. After the twenty-one (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 and Supper Food Service Program meals for the age/grade groups of school children and as listed in Exhibit C.
- NOTE:** If a Nutrient-Based Menu Planning Approach is designated and it is determined the nutritional requirements are not being met per USDA guidelines, FDACS may require the SFA, and subsequently the FSMC, to follow a Food-Based Menu Planning Approach.
- 5.7** The serving sizes, if applicable, provided by the SFA on the twenty-one (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 twenty-one (21) day cycle menu(s). Serving sizes may not be decreased unless otherwise stated in this *Request for Proposal (RFP) 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 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 services areas in a clean, safe and healthy condition in accordance with the standards prescribed in the SFA's written food safety program and shall 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 that are not the result of normal wear and tear within thirty (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 the FSMC employees or agents, it will be the FSMC's responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within 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 and at the inventory level as specified by the SFA. The FSMC will inventory current stock, submit the inventory to SFA for confirmation and maintain necessary levels of all items to perform the services required. Replacement of, or additional items will be the responsibility of the FSMC.
- 9.9 The SFA shall be legally responsible for any losses of USDA Food 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 (10) 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 FSMC shall remove all garbage and trash from the food service operation, food preparation area, and dining/cafeteria area. FSMC shall place all garbage and trash in the designated premise disposal site. The FSMC will be responsible for complying with any recycling program approved by the SFA.

- 10.3** The FSMC shall clean the kitchen area including, but not limited to, sinks, counters, grease traps, tables, chairs, flatware, dishes, trays, pots, pans, utensils, serving lines, the cleaning and sanitation of food preparation equipment, walls, floors, light fixtures, and window coverings.
- 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 provide all utilities, (electricity, gas, and water); along with garbage pick-up, pest control extermination services, ducts and hood cleaning services, fire extinguishers, facility repairs as needed, and health department permits.
- 10.6** The SFA shall clean the dining/cafeteria area, including tables, chairs, and floors after the meal service.

SECTION 11 – FSMC 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 with proposal.
- 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** Upon written request 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. The SFA currently has:
- Deputy Superintendent of Schools/Food Service Director (oversees Food Service Department)
 - Food Service Program Specialist
 - Food Service Systems Administrator
 - Food Service Specialist I
 - Food Service maintenance personnel

The District requests proposals based upon the following employee disposition scenario. The FSMC will employ and manage all employees (included but not limited to, food service managers, assistant managers, food service assistants, delivery staff, and school office staff) necessary to perform the services specified.

New FSMC employees must undergo the same pre-employment screening as District employees. Drug testing and background checks, at FSMC's expense per Board policy, must go through the District's Safety Department. The District Board reserves the right to require the FSMC to terminate any employee found unacceptable as a school-based employee. The District Contract Administrator will have final approval on recommendation for hiring and dismissal of FSMC's site manager.

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 1. 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.

	FSMC <u>Column I</u>	SFA <u>Column II</u>
LABOR		
Payroll, Managers, and/or Supervisors	<u> X </u>	
Payroll, Full- & Part-Time Workers	<u> X </u>	
Payroll, Monitors	<u> X </u>	
Cashiers	<u> X </u>	
Janitors		<u> X </u>
Drivers	<u> X </u>	
EMPLOYEE BENEFITS/COSTS – TO BE PAID BY THIRD PARTY DESIGNATED AS EMPLOYER, MAY INCLUDE, BUT NOT LIMITED TO		
Life Insurance, Medical/Dental Insurance	<u> X </u>	
Retirement Plans, Social Security	<u> X </u>	
Vacation, Sick Leave, Holiday Pay	<u> X </u>	
Uniforms, Tuition Reimbursement	<u> X </u>	
Labor Relations	<u> X </u>	
Unemployment Compensation, Workers Compensation	<u> X </u>	
Processing and Payment of Payroll	<u> X </u>	
FOOD		
Food Products	<u> X </u>	
Commodity Delivery	<u> X </u>	
Commodity Freight/Handling Costs	<u> X </u>	
Food Storage/Warehouse		<u> X </u>
OTHER EXPENSES		
Accounting		
Bank Charges		<u> X </u>
Data Processing		<u> X </u>
Recordkeeping		<u> X </u>
Processing and Payment of Invoices		<u> X </u>
Equipment – Major		
Original Purchase		<u> X </u>
Routine Maintenance		<u> X </u>
Major Repairs		<u> X </u>
Replacement		<u> X </u>

	FSMC <u>Column I</u>	SFA <u>Column II</u>
Equipment – Reusable (Trays, tableware, glassware, Utensils)		
Original Purchase	_____	_____X_____
Replacement	_____	_____X_____
Equipment – Disposable (Trays, tableware, glassware, Utensils)		
Original Purchase	_____X_____	_____
Replacement	_____X_____	_____
Cleaning/Janitorial Supplies	_____X_____	_____
Insurance		
Liability Insurance	_____X_____	_____
Insurance on Supplies & Inventory	_____X_____	_____
Laundry & Linen	_____X_____	_____
Office Materials	_____X_____	_____
Paper/Disposable Supplies	_____X_____	_____
Pest Control	_____	_____X_____
Postage	_____X_____	_____
Printing/Copying	_____X_____	_____
Product Testing	_____X_____	_____
Promotional Materials	_____X_____	_____
Taxes and License	_____X_____	_____
Telephone		
Local	_____	_____X_____
Long Distance (no personal calls)	_____	_____X_____
Internet	_____	_____X_____
Training	_____X_____	_____
Transportation	_____X_____	_____
Trash Removal		
From Kitchen, Food Service Prep Area & Cafeteria	_____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 includes: 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 (monthly). Invoiced amounts shall be paid within fifteen (15) days after receipt of a correct 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 both SFA and FSMC staff 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. Part 210, or that do not otherwise meet the requirements of the Contract.
- 13.6** The FSMC must subtract from the SFA's monthly invoice the value of all USDA Foods received. Credit issued by the FSMC to the SFA for USDA Food receipts shall be recorded on the monthly 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.

13.9 An Alternate Meal is a meal given (at no charge) once a child has incurred an excess of charges.

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 (1) year period commencing July 1, 2022, or upon written acceptance of the Contract, whichever occurs last, and ending June 30, 2023. 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 The Contract can be terminated by either the SFA or FSMC 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 date of termination. The SFA shall have the right to receive services from the FSMC through the effective date of the notice of termination, and may, at its election, procure such work from other FSMCs 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 of 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. Re-negotiation of all fixed rates and fees in subsequent years of the Contract must not exceed the *Consumer Price Index (CPI-U) 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 Consumer Price Index (CPI)* 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, exhibits, and attachments, along with any resulting proposal together with the final contract and attachments constitutes the entire agreement between the SFA and FSMC and may not be changed, extended orally, or altered by course of conduct. The order of precedence of these documents shall be the contract, the FSMC proposal then the RFP. 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 those 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 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 has 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.

- 18.15 Student Records:** The FSMC will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) 10/1 et seq.) regarding the confidentiality of student "education records" as defined in FERPA. Any use of information contained in student education records to be released must be approved by the SFA. To protect the confidentiality of student education records, the FSMC will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Contract. Any student records in the FSMC's possession shall be returned to the SFA when no longer needed for the purposes, for which they were provided, or at the SFA's written request, they shall be permanently destroyed and the FSMC shall provide written confirmation to the SFA upon the destruction of student records.
- 18.16 Funding Agreement: Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.17 Recovered Materials:** A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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: _____ Sponsor Number _____

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 proposed 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 proposal solicitation/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(s) 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(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.
2. Fixed Meal Prices for Reimbursable Meals and Meal Equivalents. FSMC shall be paid a fixed meal price (Fixed Meal Price) for each Reimbursable Meal and Meal Equivalent provided by the FSMC under this Agreement as follows:

<u>Reimbursable Meals & Meal Equivalents</u>	<u>Fixed Meal Price</u>
All Reimbursable Meals and Meal Equivalents	\$_____.____
Alternate Meal	\$_____.____

3. The total cost includes: 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.
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).

Total Proposed Cost per Meal** \$_____.____

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

Name of FSMC

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.

Authorized FSMC Name

Title

Authorized FSMC Signature

Date

ACCEPTANCE OF CONTRACT

Sponsor Number

School Food Authority (SFA) Name

Authorized SFA Name

Title

Authorized SFA Signature

Date

PROPOSAL FORMAT

1. Proposal Acknowledgement Form as provided.
2. Company Information - It is the purpose of the Request for Proposals to obtain as complete data as possible from each interested FSMC to enable the District to determine which interested FSMC is best able to meet the criteria of the District, which are to be considered in the award of this contract. Each interested FSMC shall furnish as part of this proposal a complete general description of experience in the field of school food service management. Included shall be the following:
 - a. Name and address of the company.
 - b. The duration and extent of experience in providing management services for public school food service programs.
 - c. A list of ten (10) locations where school food service programs of similar scope and size are presently managed. Give name and address, length of service, number of students enrolled, and average daily participation and name and telephone number of a contact person for each program.
 - d. A list of school districts where services have been discontinued or terminated for any reason within the past two (2) years and the reason why. Include contact person and telephone number.
 - e. A complete certified balance sheet or annual report of your last five (5) consecutive years of operation. Certification of this report by a certified public accountant is required.
 - f. A company organization chart and a plan for the administrative management, supervision and staffing proposed under the specifications of this contract.
 - g. On-Site Staff Experience. The profile of all FSMC's on-site personnel and corporate level staff to be assigned to this account shall be included in the response. The specific responsibilities or duties of each individual shall be outlined in the response.
 - h. Experience and Qualifications of Staff. FSMC's staff shall possess all applicable licenses, knowledge, skill and resources required to supervise, manage and oversee any and all services under this RFP. Please note that FSMC shall meet or exceed all necessary staff requirements. Proposer shall include with its proposal: name, title, résumés, and any further experience/ qualifications/certifications and information on how these individuals will be serving SFA, on the following key personnel to demonstrate the experience and qualifications of its staff. Failure to submit may be cause for rejection of proposal.
 - Project Director(s) / Corporate Administration Personnel: FSMC shall include the Director or Corporate Administrator that will be the individual who will oversee the administration and all aspects of the contract, staff, programs and services. Minimum of one (1) Director shall be submitted.

- Project Principal(s): FSMC shall include a Project Principal that will be the individual who will supervise any and all daily operations in Bay County for SFA and will be the direct and main contact for any and all SFA services described herein. Minimum of one (1) Principal shall be submitted.
 - Principal shall be available as deemed necessary for purposes of reporting problems, requesting schedule changes, performance evaluation meetings, quality control services, etc. Principal shall be the sole contact person for SFA for any administrative or contractual issues.
 - Supervisor(s) / Manager(s): FSMC shall include any information and description on supervisor(s) / manager(s) that will be overseeing the staff and services of the RFP.
 - Additional Staff Information(s): FSMC shall include any additional information and description of any other administrative, supervisory or managerial staff members that will be utilized in the implementation, operation of and/or success of the services provided herein.
 - Additional Information: FSMC may submit any additional information it sees necessary to further demonstrate the experience and qualifications of its staff.
 - Staff Replacement: The Project Director, Principal and Supervisors should remain constant for the duration of the Contract. In the event it is necessary to replace any of the above staff, FSMC shall submit written notification to SFA of any changes in its personnel identified in their response to this RFP. Such notification shall include a detailed reason(s) for the need to change personnel and the FSMC's documentation that proposed replacement personnel have equal or greater qualifications and experience.
3. Twenty one (21) day menus (as provided by SFA) for all programs operated by SFA. A cycle menu planned by FSMC, to include reimbursement for specialty and promotional serving lines as well, for the period following the first twenty-one (21) days. The FSMC shall include detailed product identifications and nutritional analyses with response to this RFP, a sample twenty-one (21) day menu cycle with portion sizes indicated which conforms to the menu system description outlined in this RFP. A twenty-one (21) day cycle menu developed by district officials (SFA) is included as part of the RFP.
 4. The FSMC shall include with the response to the RFP detailed product identifications with nutrient analysis data of all food items necessary to prepare the menu cycles. The product identifications shall be in sufficient detail for the SFA to determine the quality and portion size (if applicable) and nutrition value of all food to be purchased under the contract. Nutritional analyses of each cycle menu will be included for all programs operated.
 5. Specific Marketing Strategies and Plans - The FSMC shall describe a SFA marketing plan to be implemented and evaluated to increase the student, parent, and community understanding of the benefits of healthy eating habits and the contribution the school nutrition programs make to the nutrient needs of children. At a minimum, include in your response the answers to the following questions:

- How will this plan be evaluated?
 - How will this plan benefit the nutritional needs of the students?
6. Training Plans (to include first year transition schedule) - The FSMC shall include a detailed training plan that explains how often training sessions will be conducted during the school year that details for which employees attend program areas the training will cover and how evaluations will be used. A detailed transition plan will be provided for the FSMC's first year. Training hours must be provided and documented for all FSMC food service employees on a yearly basis per the State requirement.
 7. List of Adequate Supplies of Expendable and Nonexpendable Equipment - The FSMC shall include with the response to this RFP a written list by school of what the FSMC considers adequate supplies of expendable and nonexpendable equipment.
 8. Sample Web Site Information
 9. Required Forms/Certifications:
 - Sworn Statement on Public Entity Crimes
 - Certificate Regarding Debarment/Suspension
 - Drug-Free Workplace Policy
 - Non-Collusion Affidavit
 - Certification Regarding Lobbying
 - Certification of Independent Price Determination
 - Unallowable SFA-FSMC Contract Document Provisions
 - Conflict of Interest Disclosure
 - Drafted Request for Proposal and Contract form
 10. Other such information as the interested FSMC deems pertinent.

DEFINITIONS APPLICABLE TO ALL RFP/CONTRACT SECTIONS

Addendums - are written documents issued by the School Food Authority (SFA) prior to the opening of proposals, which modifies the RFP document by additions, deletions, clarifications or corrections.

RFP Award - the awarding of a contract to a FSMC signifying the acceptance of the proposal.

RFP Opening - the process of opening and reading the content of bids for the first time, at the date, time and location specified in the Request for Proposal.

Board - the School Board of Bay County for the School Food Authority (SFA). The SFA's School Board will provide final approval or disapproval to the Evaluation Committee's recommendation.

C.F.R. - the Code of Federal Regulations.

CN (Child Nutrition) Label - indicates that the product conforms to the nutritional requirements of the USDA Food and Nutrition Service: (FNS). The label shows the contribution made by a given amount of product toward meal requirements.

Competition - the process by which two or more qualified companies seek to secure the business of a customer by offering the most favorable terms as to price, quality, service, marketing plans, education and financial returns.

Contract - a formal agreement duly executed by the authorized representative of the School Food Authority and the FSMC. The School District RFP and the FSMC response to the RFP are made a part of the final contract document.

Duration - the contract duration must be limited to one year, with the effective beginning and ending dates stated in the contract. The beginning date should not be prior to the date the contract is signed. Additionally, if renewals will be permitted, the contract must also state the date by which the renewal must be executed by both the SFA and FSMC. Although four one-year renewals are permitted, contracts cannot contain automatic renewal provisions. The renewal date must occur on or prior to the expiration date of the current contract. Any provisions, including adjustments to payments that will be used for renewing contracts must be stated in the contract and the RFP, as applicable. These alterations cannot result in substantive changes to the original contract. If the school district (SFA) determines that significant substantive changes are necessary, the SFA must rebid the contract. The following changes would normally not substantially change the contract:

- **Number of Schools** - any increase/decrease in the number of school sites;
- **Changes in Enrollment** - decreases and increases in student enrollment and the corresponding change expected in participation;
- **Changes in Price** - meal price changes (determined by the SFA);
- **Cost Increases** - cost increases limited to a measurable index (such as the Consumer Price Index for All Urban Consumers); and
- **Meal Equivalency** - minor adjustments to the per meal equivalency.

Note: Examples of substantive changes which could require the SFA to rebid the contract include: the addition of a program; major changes to the formula for

determining meal equivalency; a major shift in responsibilities for SFA/FSMC staff; or significant changes in the basis for determining guaranteed returns.

Decimals - Meal charges are to be carried two decimal places, if applicable.

Department - the Florida Department of Agriculture and Consumer Services (FDACS).

Expendable Equipment - defined as any item with a useful life of more than one meal service and with a purchase value per unit of less than \$1000.00.

FLDOE - Florida Department of Education

FNS - Food and Nutrition Service of the United States Department of Agriculture.

FSMC - the Food Service Management Company.

FSMC's Responsibility - the full measure of products and/or services required of the FSMC under the contract. The FSMC to be fully acquainted with conditions, facilities and expectations of the SFA relating to the scope and restrictions attendant to the execution of this request for proposal (contractual bid). The failure of a FSMC to fully research all aspects of this proposal, or any acts of omission, or failure to fully inspect all facilities, or failure to perform due diligence with respect to this proposal shall in no way relieve the FSMC of financial obligations or contractual performance.

In-Kind Meals - meals provided to adults who are directly involved in meal preparation and service. Instructional, licensed, support, administrative personnel and/or visitors, etc., should not eat free of charge unless the District accounts for and reimburses the school food service account for such adult meals.

Negotiations between SFA and FSMC - may occur at the conclusion of the RFP evaluation process as defined in this document. Further discussions may be required to arrive at the best overall proposal response. The SFA reserves the right to negotiate with any or all respondents to obtain the most favorable and cost-effective contract pursuant to this process. If negotiations with the FSMC are required by the SFA, then the FSMC with the highest overall evaluated score shall be contacted first, and then the second highest scoring respondent next, until the negotiation process is concluded with a mutually acceptable contract whose terms and conditions are consistent with the published RFP and the best interests of the SFA's Child Nutrition Program(s). Note: See 7 C.F.R. 3016.36 (d) (3) Procurement by Competitive Proposals.

Non-expendable Equipment - defined as any item with a per unit purchase price of \$1,000.00 or greater. All kitchen equipment purchased with Federal Funding under \$1,000 is also considered Non-expendable equipment.

Nutrition Analysis - provides detailed nutrition information on planned program menus. All menus must be structured to meet the most current year's Dietary Guidelines for Americans. The proposal will include a nutrition analysis for each menu planned for all programs operated. Nutrition analyses must be available for all program meals planned and served daily during the contract period(s). (The nutrition analyses program used must meet USDA guidelines.)

On-site - defined as the physical location of the food preparation facilities of the school district as presented in RFP Exhibit A and the School Food Service administrative office of the Bay District Schools.

Order of Precedence - In the event of any conflict or ambiguity among these documents, the following priority shall be assigned first to The Agreement, next to the RFP, and lastly to the Proposal.

Pre-Bid Conference - an open forum for all potential respondents to pose questions and request information to help ensure that each bidder understands the terms of the bid and the needs of the Sponsor. A pre-bid conference helps ensure that all participants and potential respondents involved in the process will hear the same questions and answers; receive the same information and data as all other participants.

Product Identification (ID) - product identifications (descriptions) are not specifications. Product identifications are limited to requirements which can be verified on delivery or information essential for communication between FSMC and school system (SFA). Product identifications must be supplied with RFP for all items without CN label to ensure quantity and quality.

Proposal - a complete and properly signed response to the SFA RFP. The proposal is presented as described in the response to RFP Section of the SFA RFP. The entire RFP will become the legal contract when approved, awarded, and signed.

Public Access to Procurement Information - No documents relating to this procurement will be presented, disclosed or made otherwise available to any person, agency or organization until after award. Commercial or financial information obtained in response to this RFP which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the FSMC supplying the information. Therefore, all FSMCs must visibly mark as "Confidential" the parts of their proposal, which are considered to contain proprietary information. Chapter 119, Florida Statutes, Public Records Laws do not apply to this process until the final decision by the SFA has been publicly posted. Any decision whether or not to publicly disclose information marked as confidential in this process, rests solely with the State Agency and the SFA.

Protested Awards - governed by Florida Statutes, Chapter 120.57(3) and District Board Policy 6.104.

Request for Proposal (RFP) - the document which communicates to potential FSMCs the requirements of the SFA.

Right of Non/Commitment or Rejection - This RFP solicitation does not commit the SFA to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The SFA reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the district to do so.

School Food Authority (SFA) - the School District

Signature Authority - SFA shall retain signature authority on the Child Nutrition Program Food Services Agreement; Free and Reduced-Price Policy Statement and any and all claims made for reimbursement.

Specifications - written descriptions of what the purchaser requires and, consequently what a FSMC must offer to be considered eligible for a bid award.

State Agency (SA) - the Florida Department of Agriculture and Consumer Services (FDACS). The National School Lunch, School Breakfast, Summer Feeding Program and the After-School Snack Program are administered for the State through the Department.

Term of Contract - one (1) year with four (4) possible additional one (1) year renewal options. A partial school year will be considered one of the four (4) one (1) year renewal options.

USDA - the United States Department of Agriculture

USDA Rebates - refers to items produced from "Processing Contracts" using USDA donated commodities. These items may cost less than purchased items and the savings must be credited to the SFA. The FSMC must inform the SFA in advance to "further process" commodities and inform the SFA of the cost estimates and benefits of this request.

END OF RFP



Florida Department of Agriculture and Consumer Services
 Division of Food, Nutrition and Wellness

EXHIBIT A
SITE INFORMATION LIST
NONPROFIT FOOD SERVICE PROGRAM

Sponsor Name: Bay District Schools

Agreement Number 01-0003

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
A Crawford Mosley High School 501 Mosley Drive Lynn Haven, Florida 32444	1,754	9-12	176	424	Lunch	12:00	1:20
Bay High School 1200 Harrison Ave. Panama City, Florida 32401	1,015	9-12	176	263	Lunch	12:00	1:20
J.R. Arnold High School 550 Alf Coleman Rd. Panama City Beach, Florida 32407	1,564	9-12	176	303	Lunch	11:00	12:30
Rosenwald High School 924 Bay Ave Panama City, Florida 32401	214	6-12	176	55	Lunch	11:00	12:15
Rutherford High School 1000 School Ave. Panama City, Florida 32401	1,377	6-12	176	459	Lunch	12:00	1:20
Jinks Middle School 600 W. 11 th Street Panama City, Florida 32401	439	6-8	176	197	Lunch	12:00	1:30
Merritt Brown Middle School 5044 Merritt Brown Way Panama City, Florida 32404	620	6-8	176	386	Lunch	12:00	1:30
Mowat Middle School 1903 Hwy. 390 Lynn Haven, Florida 32444	761	6-8	176	311	Lunch	12:00	1:30
Surfside Middle School 300 Nautilus St. Panama City Beach, Florida 32413	748	6-8	176	362	Lunch	11:30	1:10
Callaway Elementary School 7115 Hwy 22 Panama City, Florida 32404	426	PK-5	176	329	Lunch	10:30	12:45



Florida Department of Agriculture and Consumer Services
 Division of Food, Nutrition and Wellness

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Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Cedar Grove Elementary School 2826 E. 15 th St. Panama City, Florida 32405	548	PK-5	176	431	Lunch	10:30	12:30
Deer Point Elementary School 4800 Hwy. 2321 Panama City, Florida 32405	569	PK-5	176	329	Lunch	10:30	12:45
Hiland Park Elementary School 2507 E. Baldwin Rd. Panama City, Florida 32405	521	PK-5	176	372	Lunch	10:10	12:30
Hutchison Beach Elementary School 12900 Hutchison Blvd. Panama City Beach, Florida 32407	658	K-5	176	350	Lunch	10:30	12:45
Lucille Moore Elementary School 1900 Michigan Ave. Panama City, Florida 32405	515	K-5	176	431	Lunch	10:30	1:00
Lynn Haven Elementary School 301 W. 9 th St. Lynn Haven, Florida 32444	572	PK-5	176	305	Lunch	10:30	12:30
Merriam Cherry Street Elementary School 1125 Cherry Street Panama City, Florida 32401	451	PK-5	176	310	Lunch	10:30	12:45
Northside Elementary School 2001 Northside Drive Panama City, Florida 32405	610	PK-5	176	425	Lunch	10:30	12:30
Parker Elementary School 640 S. Hwy 22A Panama City, Florida 32404	630	K-5	176	463	Lunch	11:00	12:45
Patronis Elementary School 7400 Patronis Drive Panama City Beach, Florida 32408	633	K-5	176	333	Lunch	10:10	12:15



Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness

EXHIBIT A
SITE INFORMATION LIST
NONPROFIT FOOD SERVICE PROGRAM

Sponsor Name: Bay District Schools

Agreement Number 01-0003

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Southport Elementary School 1835 Bridge St. Southport, Florida 32409	446	PK-5	176	270	Lunch	10:20	12:20
Tommy Smith Elementary School 5044 Tommy Smith Dr Panama City, Florida 32404	540	PK-5	176	346	Lunch	10:45	12:45
Tyndall Elementary School 7800 Tyndall Parkway Panama City, Florida 32403	426	K-8	176	300	Lunch	10:15	12:30
Waller Elementary School 11332 Hwy 388 Youngstown, Florida 32466	380	K-5	176	253	Lunch	10:30	12:30
West Bay Elementary School 14813 School Drive Panama City Beach, Florida 32413	316	K-5	176	205	Lunch	10:30	12:15
Breakfast Point Academy 601 N. Richard Jackson Blvd. Panama City Beach, Florida 32407	1,074	K-8	176	547	Lunch	10:10	1:15
A Gary Walsingham Academy 44 Chip Seal Parkway Panama City Beach, Florida 32407	212	K-8	176	140	Lunch	11:00	12:30
Deane Bozeman School 13410 Hwy 77 Panama City, Florida 32409	1,397	PK-12	176	785	Lunch	10:15	1:00
M.K. Lewis School in Millville 203 N. East Ave Panama City, Florida 32401	172	PK-12	176	112	Lunch	11:00	12:45
New Horizons Learning Center 3200 Minnesota Ave. Panama City, Florida 32405	123	6-12	176	63	Lunch	11:30	1:00



Florida Department of Agriculture and Consumer Services
 Division of Food, Nutrition and Wellness

EXHIBIT A
SITE INFORMATION LIST
NONPROFIT FOOD SERVICE PROGRAM

Sponsor Name: Bay District Schools

Agreement Number 01-0003

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
St. Andrew School 2010 W. 12 th Street Panama City, Florida 32401	124	K-5	176	83	Lunch	10:45	12:15
Chautauqua Charter School 1118 Magnolia Ave. Panama City, Florida 32401	42	12	176	23	Lunch	12:00	1:20

Bay District Schools

2021-2022 Start and End Times

Elementary Schools

A. Gary Walsingham Academy	7:30-2:00
Callaway	7:30-2:00
Cedar Grove*	7:30-2:15
Deer Point	7:30-2:00
Hiland Park	7:30-2:00
Hutchison Beach	7:30-2:00
Lucille Moore*	7:30-2:15
Lynn Haven	7:30-2:00
Merriam Cherry Street	7:30-2:00
Northside	7:30-2:00
Parker	7:30-2:00
Patronis	7:30-2:00
Southport	7:30-2:00
Tommy Smith	7:30-2:00
Waller*	7:30-2:15
West Bay	7:30-2:00
Early Release Times for Elementary	11:30 AM

Early Release Times for Elementary
Extended Day

11:45 AM

Early Release Times for Other
Schools*

2 1/2 Hours before end of
School Day

Middle Schools

Jinks 9:00-3:30

Merritt Brown 9:00-3:30

Mowat 9:00-3:30

Surfside 9:00-3:30

Early Release Times for Middle Schools 1:00 PM

High Schools

A. Crawford Mosley 8:15-3:0

Bay 8:15-3:00

J.R. Arnold 8:15-3:00

Early Release Times for High School 12:30 PM

Combination Schools

Breakfast Point Elementary (K-5) 7:30-2:00

Breakfast Point Middle* (6-8) 7:30-2:05

Deane Bozeman Elementary (K-5) 7:30-2:00

Deane Bozeman Middle (6-8) 9:00-3:30

Deane Bozeman High (9-12) 9:00-3:30

Rutherford (6-12) 8:15-3:30

Tyndall Academy (K-7)*

7:20 - 1:50

Special Purpose Schools

Margaret K. Lewis School*

8:15-2:15

New Horizons Learning Center

8:15-3:00

Rosenwald (6-12)

8:30-3:30

St. Andrew School

7:30-2:00

Adult and Technical School

Tom P. Haney Technical Center

7:00-2:30

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

	1	2	3	4	5	VEG Weekly cup portions
M/MA	3-4 oz. Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz. Cheese Sauce (2 oz. eq. M/MA)	4.5 oz. Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese= 2.5 oz. eq. M/MA)	3 oz. Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	4.5 oz. slice Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x 1/2 cup Dark Green
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. grain)	x 3/4 cup Red/Orange
	1/2 c. Seasoned WGR Brown Rice		1 oz. WGR Tortilla Chips			x 1/2 cup Beans/Peas
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 Cinnamon Applesauce	1/2 c. 1/2 cup Fresh Orange Wedges	x 1/2 cup Starchy
Veg	3/4 c. 1 cup Baked Beans = 3/4 cup credit (USDA I-06)	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 cup 3/4 cup Baked Potato Wedges	3/4 c. 3/4 cup Baby Carrots	x 1/2 cup Other
			1/4 cup Salsa	1/4 cup lettuce (1/8 cup credit) & 1/8 cup onion, pickles (garnish)	FF Ranch	x 1 cup Add'l
						x Grains (9.5 oz.)
M/MA	4 pieces Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	1 Cup Spaghetti (1/2 cup meat sauce = 2 oz. eq. M/MA)	2 oz. BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	3 oz. Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz. Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	x 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)	x 3/4 cup Red/Orange
	1 oz. WGR Dinner Roll (1 oz. eq. grain)					x 1/2 cup 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	x 1/2 cup Starchy
						x 1/2 cup Other

Veg	3/4 c.	3/4 Black-eyed peas	1 cup	1.5 cup (3/4 cup credit) Romaine 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
											x	Grains (8-8.25 oz.)
M/MA	11	1/2 Cup Chili (2 oz. cooked beef = 2 oz. eq. M/MA)	12	1 Each Turkey Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/MA)	13	2 oz. Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/MA)	14	1 Each Chicken Fajita (USDA D-40- 1 fajita = 2 oz. eq. M/MA)	15	4.5 oz. slice Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	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 c. 1/2 cup Fresh Apple Slices		1 oz. WGR Tortilla Chips (1 oz. eq. grain)		1/2 c. 1/2 cup Peaches	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 Orange Wedges		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) Romaine 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 cup Add'l
											x	Grains (9.5 oz.)
M/MA	16	5 pieces Baked Breaded Chicken Tenders (5 pieces = 2 oz. eq. M/MA)	17	2 oz. Pork Stir Fry (2oz. cooked porked = 2 oz. eq. M/MA)	18	1 Cup Ziti- (1/2 Cup turkey meat sauce = 2 oz. eq. M/MA)	19	4.66 oz. Hot Deli Turkey and Cheese Sub (1.66 oz. Turkey & 1 oz. Cheese = 2 oz. eq. M/MA)	20	1 Each Beef Burrito (2 oz. cooked beef = 2 oz. eq. M/MA)	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 1 cup Add'l
											x	Grains (8.5 oz.)
	21		It is recommended to utilize USDA recipe to prepare menu items when applicable.									
MMA	1 Each	Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)	WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate									
G/B	1 oz.	Whole Grain Rich Bun (1 oz. eq. grain)	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.									
			The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.									
Fruit	1/2 c.	1/2 cup Fresh Apple Slices	Products may be brand name or equivalent as stipulated in this contract.									
			The contractor is encouraged to incorporate low sodium products.									
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	Required average daily calorie range per 5-day week = 600-650									
			*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.									
			Light, low-fat, non-fat, and low- sugar products/food items are to be used as necessary to meet the average daily calorie range.									
			Condiments to be included,									

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

	1	2	3	4	5	VEG Weekly cup portions
M/MA	3-4 oz. Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz. Cheese Sauce (2 oz. eq. M/MA)	4.5 oz. Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese= 2.5 oz. eq. M/MA)	3 oz. Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	4.5 oz. slice Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x 1/2 cup Dk Green
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)	x 1-1/4 cup Red/Orange
	1/2 cup Seasoned WGR Brown Rice (1 oz. eq. grain)	1 oz. WGR Dinner Roll (1 oz. eq. grain)	1 oz. WGR Tortilla Chips (1 oz. eq. grain)			x 1/2 cup Beans/Peas
Fruit	1 cup 1 cup Peaches	1 cup 1/2 cup 100% Fruit Blend Juice	1 cup 1 cup Pineapple Chunks	1 cup 1 cup Cinnamon Applesauce	1 cup 1 cup Grapes	x 1/2 cup Starchy
		1/2 cup Fresh Apple Slices				x 3/4 cup Other
Veg	1 cup 1-1/3 Cup Baked Beans = 1 Cup credit (USDA I-06)	1 cup 2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup 1-1/2 Cup (3/4 Cup credit) Iceberg Lettuce	1 cup 1 Cup Baked Potato Wedges	1 cup 1 Cup Baby Carrots	x 1-1/2 cup Add'l
			1/4 Cup Salsa		FF Ranch	
						x Grains (10.5 oz)
M/MA	4 pieces Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	1 Cup Spaghetti (1/2 Cup meat sauce = 2 oz. eq. M/MA)	2 oz. BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	3 oz. Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	2 oz. Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	x 1/2 cup Dk Green
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)	x 1-1/4 cup Red/Orange
	1 oz. WGR Dinner Roll (1oz. eq. grain)	1 oz. Garlic Bread (1 oz. eq. grain)				x 1/2 cup Beans/Peas
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	x 1/2 cup Starchy
		1/2 cup 100% Apple Juice				x 3/4 cup Other
Veg	1 cup 1 cup Black Beans		1 cup	1 cup 1 Cup Sweet Peas	1 cup 1 Cup Green Beans	x 1-1/2 cup Add'l

			1-1/4 cup 2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings 1/4 Cup Tomato Sauce		1 Cup Baked Sweet Potato Fries												Grains x (10-10.25 oz)
M/MA	11	Chili (2 oz. cooked beef = 2 oz. eq. M/MA)		12	Turkey and Cheese Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/MA)	2 oz.	Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/MA)	2 oz.	1 Each	Chicken Fajita (USDA D-40- 1 fajita = 2 oz. eq. M/MA)	15	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	4.5 oz. slice				VEG Weekly cup portions x 1/2 cup Dk Green
G/B	1/2 Cup	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)	1.5 oz.	1 oz.	6" WGR Tortilla (1 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	2 oz.				x 1-1/4 cup Red/Orange
	1 oz.	WGR Dinner Roll (1 oz. eq. grain)		1 oz.	WGR Soft Breadstick (1 oz. eq. grain)	1 oz.	Hard Pretzels (1 oz. eq. grain)	1 oz.	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)							x 1/2 cup Beans/Peas
Fruit	1 cup	1 cup Mixed Fruit		1 cup	1 cup Watermelon	1 cup	1/2 cup Fresh Apple	1 cup	1 cup	1 cup pineapple chunks	1 cup	1 cup Grapes					x 1/2 cup Starchy
																	x 3/4 cup Other
Veg	1 cup	1 cup Variety Beans (Chili)		1 cup	2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup	1 Cup Cucumber Sticks	1 cup	1-1/4 cup	3/4 cup Mexicali Corn 1/4 cup Salsa	1 cup	1 Cup Baby Carrots					x 1-1/2 cup Add'l
																	Grains x (10.5 oz)
M/MA	16	Baked Breaded Chicken Tenders (5 pieces = 2 oz. eq. M/MA)		17	Pork Stir Fry (2 oz. cooked pork = 2 oz. eq. M/MA)	2 oz.	Ziti- (1/2 Cup turkey meat sauce = 2 oz. eq. M/MA)	1 Cup	4.66 oz.	Hot Turkey and Cheese (Sub)	20	Beef Burrito (2 oz. cooked beef = 2 oz. eq. M/MA)	1 Each				x 1/2 cup Dk Green
G/B	1 oz.	WGR Biscuit (1 oz. eq. grain)		1 c.	WGR Brown Rice (2 oz. eq. grain)	1/2 c.	WGR Pasta- Ziti (1/2 Cup pasta = 1 oz. eq. grain)	1/2 c.	2 oz.	1.66 oz. Turkey & 1 oz. Cheese = 2 oz. eq. M/MA) WGR Bun (2 oz. eq. grain)	1.5 oz.	8"WGR Tortilla (1.5 oz. eq. grain)	1.5 oz.				x 1-1/4 cup Red/Orange
	1 oz.	WG Tenders Breading (1 oz. eq. grain)				1 oz.	Garlic Bread (1 oz. eq. grain)	1 oz.			1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	1 oz.				x 1/2 cup Beans/Peas

Fruit	1 cup 1 cup Baked Cinnamon Apples	1 cup 1 cup Pears	1 cup 1/2 cup Fresh Banana 1/2 cup 100% Apple Juice	1 cup 1/2 cup Sliced Kiwi with 1/2 cup Red Grapes	1 cup 1 cup Fresh Melon(s)	x 1/2 cup Starchy x 3/4 cup Other x 1-1/2 cup Add'l Grains x (10.5 oz)	
Veg	1 cup 1 -1/3 Cup Baked Beans = 1 Cup credit (USDA I-06)	1 cup 3/4 cup Broccoli 1/4 cup Oriental Veg (Stir Fry)	1-1/4 cup 1 cup Carrot Sticks 1/4 cup Tomato Sauce	1 cup 1 cup Tater Tos	1-1/4 cup 2 Cups (1 Cup credit) Iceberg Lettuce 1/4 cup Tomatoes, Onion (Salsa)		
M/MA	21 2 oz. Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)	<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.</p> <p>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>					
G/B	2 oz. Whole Grain Rich Bun (2 oz. eq. grain)						
Fruit	1 cup 1 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 2
Food-Based Meal Pattern
21-Day Cycle Menu for K – 12th Grade
Breakfast**

<p>1</p> <p>G/B 1.2 oz. WGR Pancakes (1 oz. eq. grain)</p> <p>G/B or 1 oz. Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)</p> <p>M/MA</p> <p>F/V 1/2 c. Fresh Blueberries</p> <p>1/2 c. 100% Pineapple Juice Syrup</p>	<p>2</p> <p>1 oz. WGR Toast (1 oz. eq. grain)</p> <p>1/2 egg Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies</p> <p>1/2 c. Orange Wedges</p> <p>1/2 c. 100% Orange Juice</p> <p>1/4 c. Mushrooms, Red/Green Peppers, and Onions</p>	<p>3</p> <p>1 oz. WGR English Muffin (1 oz. eq. grain)</p> <p>1 oz. 1/2 Egg (1 oz. eq. M/MA)</p> <p>1/2 oz. Low-fat Cheese (.5 oz. eq. M/MA)</p> <p>1/2 c. Fresh Strawberries</p> <p>1/2 c. 100% Apple Juice</p>	<p>4</p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>4 oz. Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)</p> <p>1/2 c. Fresh Banana</p> <p>1/2 c. 100% Grape Juice</p>	<p>5</p> <p>2 oz. WGR Bagel (2 oz. eq. grain) w/ Low-Fat cream cheese</p> <p>1/2 c. Fresh Apple Slices</p> <p>1/2 c. 100% Fruit Punch Juice</p>
<p>6</p> <p>G/B ½ c. WGR Oatmeal (1 oz. eq. grain)</p> <p>G/B or 2 oz. WGR Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)</p> <p>M/MA</p> <p>F/V 1/2 c. Cinnamon Apples</p> <p>1/2 c. 100% Pineapple Juice</p>	<p>7</p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>2 oz. WGR Apple Muffin (2 oz. =1 oz. eq. grain)</p> <p>1/4 c. Raisins (1/4 c. credits 1/2 c.)</p> <p>1/2 c. 100% Orange Juice</p>	<p>8</p> <p>2.4 oz. WGR Waffles (2.4 oz. = 2 oz. eq. grain)</p> <p>1/2 c. Pineapple</p> <p>1/2 c. 100% Apple Juice Syrup</p>	<p>9</p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>1 oz. WGR Animal Crackers (1 oz. = 1 oz. eq. grain)</p> <p>1/2 c. Pears</p> <p>1/2 c. 100% Grape Juice</p>	<p>10</p> <p>1 oz. WGR English Muffin</p> <p>2 Tbsp. Peanut Butter (2 Tbsp. = 1 oz. eq. M/MA)</p> <p>1/2 c. Peaches</p> <p>1/2 c. 100% Fruit Punch Juice</p>
<p>11</p>	<p>12</p>	<p>13</p>	<p>14</p>	<p>15</p>

<p>G/B 4.8 oz. WGR French Toast (4.8 oz. = 2 oz. eq. grain)</p> <p>G/B or M/MA</p> <p>F/V 1/2 c. Applesauce</p> <p>1/2 c. 100% Pineapple Juice</p> <p>Syrup</p>	<p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>1/2 c. Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)</p> <p>1/2 c. Fresh Banana</p> <p>1/2 c. 100% Orange Juice</p>	<p>1 oz. WGR Biscuit (1 oz. eq. grain)</p> <p>1 oz Egg (1/2 egg = 1 oz. eq. M/MA)</p> <p>1/2 oz Low-fat Cheese (.5 oz. eq. M/MA)</p> <p>1/2 c. Orange Wedges</p> <p>1/2 c. 100% Apple Juice</p>	<p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>2 oz. Hard Boiled Egg (1 egg = 2 oz. eq. M/MA)</p> <p>1/2 c. Mixed Fruit</p> <p>1/2 c. 100% Grape Juice</p>	<p>1 oz. WGR Toast (1 oz. eq. grain)</p> <p>1/2 egg Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies</p> <p>1/2 c. Fresh Blueberries</p> <p>1/2 c. 100% Orange Juice</p> <p>1/4 c. Mushrooms, Red/Green Peppers, and Onions</p>
<p>16</p> <p>G/B 1/2 c. WGR Oatmeal (1 oz. eq. grain)</p> <p>G/B or M/MA 2 oz. Whole Grain Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)</p> <p>F/V 1/2 c. Cinnamon Apples</p> <p>1/2 c. 100% Pineapple Juice</p>	<p>17</p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>2 oz. WGR Blueberry Muffin (2 oz. = 1 oz. eq. grain)</p> <p>1/2 c. Pineapple</p> <p>1/2 c. 100% Orange Juice</p>	<p>18</p> <p>2.4 oz. WGR Waffles (2.4 oz. = 2 oz. eq. grain)</p> <p>1/2 c. Peaches</p> <p>1/2 c. 100% Apple Juice</p> <p>Syrup</p>	<p>19</p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>1 oz. WGR Graham Crackers (1 oz. = 1 oz. eq. grain)</p> <p>1/2 c. Fresh Strawberries</p> <p>1/2 c. 100% Grape Juice</p>	<p>20</p> <p>2 oz. WGR Breakfast Muffin (2 oz. = 1 oz. eq. grain)</p> <p>1 oz. Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA)</p> <p>1/2 c. Fresh Apple Slices</p> <p>1/2 c. 100% Fruit Punch Juice</p>
<p>21</p> <p>G/B 1.2 oz. Whole Grain Rich Pancakes (1.2 oz. = 1 oz. eq. grains)</p> <p>G/B or</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>Grains and meat/meat alternates must meet the designated ounce equivalents per the menu guidelines.</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>
M/MA	1 oz.	Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)	<p>Condiments to be included.</p>
F/V	1/2 c.	Mixed Fruit	<p>The contractor is encouraged to incorporate low sodium products.</p>
	1/2 c.	100% Orange Juice	



How Do They Compare? Child Nutrition Programs Meal Pattern Requirements

*Please note: This chart only addresses meals served to children age 1 year and older as well as adults. It does not address the infant meal pattern requirements in the Child and Adult Care Food Program (CACFP) and National School Lunch (NSLP) and School Breakfast (SBP) Programs (jointly referred to as School Meal Programs). Additionally, the chart is based on the updated CACFP meal patterns and the updated pre-school meal patterns in the School Meal Programs. These updated requirements go into effect October 1, 2017.

Meal Pattern Requirement	Child and Adult Care Food Program (and Schools' Pre-K Meal Patterns)	School Meal Programs (NSLP and SBP)	K-12 Afterschool Snack Service (under NSLP)	Summer Food Service Program (SFSP)
Milk				
Fat content	<ul style="list-style-type: none"> • 1 year olds: whole milk • 2 year olds and older: low-fat or fat-free milk • Yogurt may be served in place of milk once per day for adults only 	Low-fat or fat-free	No restrictions	No restrictions
Flavored milk	<ul style="list-style-type: none"> • Prohibited for children 0 through 5 years old • Must be fat-free when served to children 6 years old and older and adults 	Must be fat-free	No restrictions	No restrictions
Non-dairy beverages (fluid milk substitutes)	<ul style="list-style-type: none"> • Non-dairy beverages that are nutritionally equivalent (defined by regulation) to cow's milk may be served to participants with special 	<ul style="list-style-type: none"> • Non-dairy beverages that are nutritionally equivalent (defined by regulation) to cow's milk may be served to non-disabled students with 	<ul style="list-style-type: none"> • Non-dairy beverages that are nutritionally equivalent (defined by regulation) to cow's milk may be served to non-disabled students with 	<ul style="list-style-type: none"> • Not allowed for SFSP sponsors • School sponsors claiming meals under SFSP may serve non-dairy beverages that are



Meal Pattern Requirement	Child and Adult Care Food Program (and Schools' Pre-K Meal Patterns)	School Meal Programs (NSLP and SBP)	K-12 Afterschool Snack Service (under NSLP)	Summer Food Service Program (SFSP)
	<p>dietary needs; must be requested in writing by a parent/guardian, adult participant, or a person on behalf of the adult participant</p> <ul style="list-style-type: none"> • Breastmilk may be served in lieu of fluid milk; a written request is not required • Other beverages, including water, may not be offered in place of milk as part of the reimbursable meal or snack 	<p>medical or special dietary needs; must be requested in writing by a parent/guardian</p> <ul style="list-style-type: none"> • Other beverages, including water, may not be offered in place of milk as part of the reimbursable meal 	<p>medical or special dietary needs; must be requested in writing by a parent/guardian</p> <ul style="list-style-type: none"> • Other beverages, including water, may not be offered in place of milk as part of the reimbursable snack 	<p>nutritionally equivalent (defined by regulation) to cow's milk may be served to non-disabled students with medical or special dietary needs; must be requested in writing by a parent/guardian or licensed health care professional</p> <ul style="list-style-type: none"> • Other beverages, including water, may not be offered in place of milk as part of the reimbursable meal or snack
Vegetables/Fruit				
Components	<ul style="list-style-type: none"> • Vegetables and fruit are one component at breakfast • Vegetables and fruits are two separate components at lunch, supper, and snack 	<ul style="list-style-type: none"> • Only the fruit component is required at breakfast; vegetables may be offered in place of fruits as long as 2 cups/week of under consumed vegetables (dark green, red/orange, beans and peas, or other vegetables) are included on the weekly breakfast menu • Vegetables and fruits are two separate components at lunch 	Vegetables and fruit are one component	Vegetables and fruit are one component at all meals and snacks



Meal Pattern Requirement	Child and Adult Care Food Program (and Schools' Pre-K Meal Patterns)	School Meal Programs (NSLP and SBP)	K-12 Afterschool Snack Service (under NSLP)	Summer Food Service Program (SFSP)
Vegetable subgroups	No requirement	Must offer specific serving amount of each vegetable subgroup (dark green vegetables, red-orange vegetables, beans and peas, starchy vegetables, other vegetables) over the course of a week (NSLP only)	No requirements	No requirements
Full-strength juice (100% juice)	<ul style="list-style-type: none"> • May count towards the entire vegetable or fruit component no more than once per day • Juice may not be served at snack when milk is served as the only other component 	May count towards no more than half of the vegetables or fruits offered over the week	<ul style="list-style-type: none"> • May count towards the entire vegetable/fruit component • Juice may not be served at snack when milk is served as the only other component 	<ul style="list-style-type: none"> • May count towards no more than half of the vegetable/fruit requirement at lunch and supper • Juice may not be served at snack when milk is served as the only other component
Crediting	<ul style="list-style-type: none"> • Dried fruit credit as twice the amount served (¼ cup dried fruit = ½ cup fruit) • Raw leafy greens credit for half the amount served (1 cup of raw leafy greens = ½ cup vegetable) 	<ul style="list-style-type: none"> • Dried fruit credit as twice the amount offered (¼ cup dried fruit = ½ cup fruit) • Raw leafy greens credit for half the amount offered (1 cup of raw leafy greens = ½ cup vegetable) 	All fruits and vegetables are credited based on volume served with the exception of tomato paste and tomato puree which credit based on yields found in the Food Buying Guide for Child Nutrition Programs	<ul style="list-style-type: none"> • ¼ cup dried fruit = ¼ cup fruit • ½ cup raw leafy greens = ½ cup vegetable



Meal Pattern Requirement	Child and Adult Care Food Program (and Schools' Pre-K Meal Patterns)	School Meal Programs (NSLP and SBP)	K-12 Afterschool Snack Service (under NSLP)	Summer Food Service Program (SFSP)
Grains				
Whole grain-rich	Must serve at least one whole grain-rich food per day	All grains offered must be whole grain-rich (exemptions allowed through school year 2016-2017)	No whole grain-rich requirement	No whole grain-rich requirement
Grain-based desserts	Grain-based desserts cannot count toward the grain requirement	<ul style="list-style-type: none"> • Up to 2 ounce equivalents of grain-based desserts per week may be offered as part of the grains component at lunch • No restrictions at breakfast 	No restrictions	Allowed only at snacks and breakfast meals
Breakfast cereals	Must contain no more than 6 grams of sugar per dry ounce	No sugar limit – the cap is generated by the dietary specifications for the weekly menu	No sugar limit	No sugar limit
Crediting	Based on ounce equivalents (starting October 1, 2019)	<ul style="list-style-type: none"> • Based on ounce equivalents • Non-creditable grains (e.g. bran, germ, etc.) are limited to no more than 2% or less than 0.25 ounce equivalents per portion 	Based on ounce equivalents	Based on serving sizes



Meal Pattern Requirement	Child and Adult Care Food Program (and Schools' Pre-K Meal Patterns)	School Meal Programs (NSLP and SBP)	K-12 Afterschool Snack Service (under NSLP)	Summer Food Service Program (SFSP)
Meat/Meat Alternates				
Tofu	Allowed as a meat alternate. Must contain 5 grams of protein per 1.0 ounce equivalent (¼ cup or 2.2 ounces by weight)	Allowed as a meat alternate. Must contain 5 grams of protein per 1.0 ounce equivalent (¼ cup or 2.2 ounces by weight)	Allowed as a meat alternate. Must contain 5 grams of protein per 1.0 ounce equivalent (¼ cup or 2.2 ounces by weight)	Not creditable
Yogurt (including soy yogurt)	Must contain no more than 23 grams of sugar per 6 ounces	No sugar limit per product – the cap is generated by the dietary specifications for the weekly menu	No sugar limit	No sugar limit
Meat/meat alternates in place of grains <u>at breakfast</u>	May substitute meat/meat alternate for the entire grain component no more than 3 times per week	May substitute 1 ounce equivalent meat/meat alternate for 1 ounce equivalent grains after the minimum daily grains requirement is met, or it may be served as an extra within the dietary specifications for the weekly menu	Not applicable	May be served as an extra food item
Dietary Specifications				
Dietary specifications	Sugar limits on breakfast cereals and yogurt (see above)	<ul style="list-style-type: none"> Meals must, on average, meet weekly limits for calories, saturated fat, and sodium 	No dietary specifications	No dietary specifications



Meal Pattern Requirement	Child and Adult Care Food Program (and Schools' Pre-K Meal Patterns)	School Meal Programs (NSLP and SBP)	K-12 Afterschool Snack Service (under NSLP)	Summer Food Service Program (SFSP)
		<ul style="list-style-type: none"> Food products served in meals must contain zero grams of trans fat 		
Meal Service Options				
Offer versus serve	<ul style="list-style-type: none"> Allowed in adult day care centers and at-risk afterschool programs, only. At lunch or supper, participants must select at least 3 food components out of the 5 components offered; at breakfast, at least 4 food items must be offered and participants must select 3 items No ½ cup vegetable or fruit requirement Not allowed at snack service Not allowed in pre-k 	<ul style="list-style-type: none"> Required in high schools. At lunch, students must select at least 3 food components out of the 5 components offered; at breakfast, menu planner must offer 4 food items and students must select 3 food items. Students must select at least ½ cup of fruit and/or vegetable at breakfast and lunch Optional for middle and elementary schools Not allowed at snack service 	Not allowed	<ul style="list-style-type: none"> Allowed at all SFSP sites, regardless of location type or sponsorship. At lunch, children must select 3 food components out of the 4 components offered; at breakfast, at least 4 food items must be offered and children must select 3 items No ½ cup vegetable or fruit requirement Not allowed at snack service
Family style meals	Allowed in all CACFP settings	Allowed in all schools and RCCIs	Allowed in all afterschool snack settings	Allowed only at camps and closed enrolled sites

	Day	Month	Date
Instructional Contract District Inservice Day	Thursday	July	28
Instructional Contract District Inservice Day	Monday	August	1
Inservice (School-Based)	Tuesday	August	2
Inservice (School-Based)	Wednesday	August	3
Pre-School Planning	Thursday	August	4
Pre-School Planning	Monday	August	8
Pre-School Planning	Tuesday	August	9
First Day of School	Wednesday	August	10
Labor Day (Holiday for All)	Monday	September	5
Teacher PLC Planning Day (School out for Students) STORM DAY (IF NEEDED)	Wednesday	September	28
End of First Nine Weeks	Friday	October	7
Columbus Day (School out for Students & Teachers)	Monday	October	10
Veterans Day (Holiday for All)	Friday	November	11
Thanksgiving Holidays (School out entire week for Students & Teachers)	Monday	November	21
Thanksgiving Day (Holiday for all)	Thursday	November	24
Return from Thanksgiving Holidays	Monday	November	28
High School Testing Day	Monday	December	19
High School Testing Day	Tuesday	December	20
High School Testing Day/End of Second Nine Weeks/End of First Semester	Wednesday	December	21
Christmas Holidays Begin	Thursday	December	22
Return from Christmas Holidays (Teachers) Records Workday	Friday	January	6
Return from Christmas Holidays (Students)	Monday	January	9
Martin Luther King's Birthday (Holiday for All)	Monday	January	16
Teacher PLC Planning Day (School Out for Students) STORM DAY (IF NEEDED)	Wednesday	February	1
Presidents' Day (School Out for Students & Teachers)	Monday	February	20
End of Third Nine Weeks	Friday	March	10
Spring Holidays Begin	Monday	March	13
Return from Spring Holidays	Monday	March	20
Good Friday (School Out for Students & Teachers)	Friday	April	7
High School Testing Day	Wednesday	May	24
High School Testing Day/Early Release for High School Students Only	Thursday	May	25
High School Testing Day/End of Fourth Nine Weeks/End of Second Semester/Last Day of School for ALL STUDENTS/Early Release for ALL STUDENTS	Friday	May	26
Memorial Day Holiday	Monday	May	29
Post Planning for Teachers	Tuesday	May	30
Post Planning for Teachers	Wednesday	May	31

STUDENT DAYS		TEACHER DAYS			PROGRESS REPORTS	ORIENTATION DATES	GRADUATION		
Month	Days	Month	Instruct	Other			School	Month	Day
		July		1	Progress reports are available through the District's PARENT PORTAL. Parents can contact the school if no internet access is available.	Dates and times for orientation by school location can be found at the Bay District Schools' website @ www.bay.k12.fl.us	Bay Virtual	May	18
August	16	August	16	6			Rutherford	May	19
September	20	September	20	2			Arnold	May	22
October	20	October	20				MKL	May	22
November	16	November	16	2			Bay	May	23
December	15	December	15	1			NHLC	May	23
January	16	January	16	3	REPORT CARDS	OPEN HOUSE DATES	Mosley	May	24
February	18	February	18	1	Report Cards are available through the District's PARENT PORTAL. October 18 January 17 March 27 June 6	High School:	Rosenwald	May	24
March	18	March	18			*Selected Mon. in Sept.	Bozeman	May	25
April	19	April	19			Middle School:	Haney	May	26
May	20	May	20	2		*Selected Tues. in Sept.			
						Elementary School:			
						*Selected Thurs. in Sept.			
Total	178	Total	196			*Contact school for specific date	Board Approved:	10/26/2021	

Bay District Schools
School Meal Prices
School Year 2021-2022

Breakfast:

Elementary: \$1.25

Secondary: \$1.50

Lunch:

Elementary: \$2.50

Secondary: \$2.75

Holiday meal price: \$5.00

Cost Analysis 7/1/2020 to 6/30/2021

Exhibit F

Bay County School District - 9250

177 Production Days

Participation Statistics	Lunch Days: 177				Breakfast Days: 177			
	Free	Reduced	Paid	Totals	Free	Reduced	Paid	Totals
Eligible Students (a)	10,314	6	9,285	19,605	10,314	6	9,285	19,605
ADA Adjusted (a * 100.00%) (t)	10,314	6	9,285	19,605	10,314	6	9,285	19,605
Average Daily Meals (c)	8,495	0	0	8,495	3,950	0	0	3,950
% Participation (c/b)	82.37 %	0.00 %	0.00 %	43.33 %	38.30 %	0.00 %	0.00 %	20.15 %

Production	MEQ Ratio	Student				Adult		Total Meal Cts.	Claim Days	Average Daily	Total Meal Equivalents	% Total Meal EQs
		Free	Reduced	Paid	Total	Adult	Inkind					
Lunch	1.00	1,503,692	0	8	1,503,700	4,984	8,228	1,516,912	177	8,570	1,516,912.0	72.97%
Breakfast	2.00	699,160	0	5	699,165	1,430	354	700,949	177	3,960	350,474.5	16.86%
Snacks	4.00	66,427	0	8	66,435	---	---	66,435	177	375	16,608.8	0.80%
CACFP Sup	1.00	86,281	0	0	86,281	0	0	86,281	177	487	86,281.0	4.15%
Contracted	3.7550	---	---	---	0	---	---	\$ 0.00	---	0	0.0	0.00%
Other Food	3.7550	---	---	---	---	---	---	\$ 407,494.21	---	---	108,520.4	5.22%

Meal Equivalents	MEq Meals	MEq Rev	Total Amount	Avg. Daily	% Total	Revenues	Rev/Meal	P/L Meal
Program	1,956,172.25		1,956,172.25	11,051.82	94.10%	\$ 784,829.84	\$ 0.40	\$ (0.61)
Non-Program	14,104.00	108,520.43	122,624.43	692.79	5.90%	\$ 427,798.21	\$ 3.49	\$ 2.48
Total	1,970,276.25	108,520.43	2,078,796.68	11,744.61				

Profit/Loss Section

Revenues	\$ Amount	\$ Per Day	\$/Meal	Expenditures	\$ Amount	\$ Per Day	\$/Meal	Op. Ratio	
USDA Foods	1,063.75	6.01	0.00	Labor	Salary & Wages	68,870.92	389.10	0.03	5.67
Federal Source	783,736.59	4,427.89	0.38		Employee Benefits	34,904.53	197.20	0.02	2.87
Total Federal Src.	784,800.34	4,433.90	0.38		Admin. Labor Costs	66,079.02	373.33	0.03	5.44
State Src.	0.00	0.00	0.00	Total	169,854.47	959.63	0.08	13.98	
Adult Meal Sales	20,304.00	114.71	0.01	Food	Purchased Food	0.00	0.00	0.00	0.00
Contract Meals Sale	0.00	0.00	0.00		USDA Foods	136,930.86	773.62	0.07	11.27
Other Food Sales	407,494.21	2,302.23	0.20		Beg. Inv.-End. Inv.	0.00	0.00	0.00	0.00
Student Meal Sales	29.50	0.17	0.00	Total	136,930.86	773.62	0.07	11.27	
Total Local Src.	427,827.71	2,417.11	0.21	Supply	Food Supplies	42,464.90	239.91	0.02	3.50
Fund Transfer-in	0.00	0.00	0.00		Supp. (Inventory)	0.00	0.00	0.00	0.00
Interest	2,009.45	11.35	0.00		Beg. Inv.-End. Inv.	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	Total	42,464.90	239.91	0.02	3.50	
Other Local Src.	0.00	0.00	0.00	Other	Admin Overhead	0.00	0.00	0.00	0.00
Total Misc. Src.	2,009.45	11.35	0.00		Capital Equip	1,077,288.90	6,086.38	0.52	88.69
Total Revenues	1,214,637.50	6,862.36	0.58		Transfer Out	0.00	0.00	0.00	0.00
Total Expenses	2,105,355.75	11,894.67	1.01		Indirect Costs	0.00	0.00	0.00	0.00
Profit/Loss	(890,718.25)	(5,032.31)	(0.43)		Supp. (Non-Inv)	0.00	0.00	0.00	0.00
w/ Indirect Generated *	(911,680.43)	(5,150.74)	(0.44)		Miscellaneous	0.00	0.00	0.00	0.00
w/o Inventory Adjustments	(890,718.25)	(5,032.31)	(0.43)		Prop. Maint. Energy	18,952.25	107.07	0.01	1.56
					Purchased Tech	659,864.37	3,728.05	0.32	54.33
					Total	1,756,105.52	9,921.50	0.84	144.58
					Total Expenses	2,105,355.75	11,894.67	1.01	173.33
* Indirect Costs Generated @ 2.47 %	\$ 20,962.18			Less Inv. Adj.	2,105,355.75	11,894.67	1.01	173.33	

	Labor	Food	Supply	Other	Total	Avg. Daily	Ratio
Local	103,775.45	0.00	42,328.14	1,127,309.76	1,273,413.35	7,194.43	60.48
Administrative	66,079.02	136,930.86	136.76	628,795.76	831,942.40	4,700.24	39.52

Inventory Statistics	\$ Beginning Inventory	\$ Ending Inventory	\$ Total Cost	\$ Avg Daily Usage	Days In Inventory
All Food	0.00	0.00	136,930.86	773.62	0.00
Supplies	0.00	0.00	42,464.90	239.91	0.00

Labor Hours	Total Amount	Avg. Daily	Meals Per Labor Hour	USDA Foods Value Per Lunch	Actual	Target
Budgeted	213,683.25	1,207.25	9.73		\$ 0.0911	\$ 0.2450
Actual	0.00	0.00	0.00	Daily Other Food Sales Per Student	\$ 0.1174	
Difference	(213,683.25)	(1,207.25)	-9.73			

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 bid 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 bids 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 bid 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 bid, the employees 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 an 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.

Signature: _____

Name: _____ (print)

Date: _____

This form is available electronically.



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, audiotope, 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 \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](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, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

For _____
Name of Grantee

Title of Grant Program

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Conflict of Interest/Disclosure: Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this proposal/proposal.

SECTION I

I hereby certify that no official or employee of Bay District Schools requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, ZIP Code

SECTION II

I hereby certify that the following named Bay District Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 830 W. 11th Street, Panama City, FL 32401, prior to proposal opening.

Name

Title or Position

Date of Filing

Name

Title or Position

Date of Filing

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, ZIP Code

PRICE DETERMINATION

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;
 - (3) No attempt has been made or will be made by the offeror to induce any person or Fixed to submit or not to submit, an offer for the purpose of restricting competition.

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

Signature of Vendor's Authorized Representative

Date Title

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative

NON-COLLUSIVE BIDDER CERTIFICATE
STATE OF FLORIDA
BAY COUNTY

Before me, the undersigned authority, on this day personally appeared _____ (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the _____ of the corporation/partnership known as _____, duly formed under the laws of the State of _____, on _____, 20____, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That _____ (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of FOOD SERVICE MANAGEMENT, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That _____ (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That _____ (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That _____ (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.

6. That no officer of _____ has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the bid opening.

By: _____

Its: _____

Authority Warranted

SWORN TO and subscribed before me this _____ day of _____, 20____.

Notary Public
My Commission Expires:

PUBLIC ENTITY CRIMES STATEMENT:

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM **MUST** BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, **(name of individual signing)** affixed his/her signature in the space provided above on this ____ day of _____, 2016.

NOTARY PUBLIC

My commission expires:

Notary Stamp

Form PUR 7068 (Rev. 04/10/91)

**UNALLOWABLE SFA-FSMC CONTRACT DOCUMENT PROVISIONS
(Must be submitted with Request for Proposal {RFP})**

The following indicate problem areas that have been identified in SFA-FSMC contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure that these areas have not been included, in any form. Indicate with a check mark (✓) in each block that the review of the document(s) indicates that there are no such provisions in the reviewed document(s), unless specified below.

Check (✓) as described above.

- 1. **Cost Plus a Percentage of Cost/Income**--cost plus a percentage of cost/income to the FSMC, however represented.
- 2. **Duplicate Fees**--fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.
- 3. **Purchasing**--if the SFA does the purchasing, clauses that limit the selection of vendors to only FSMC-approved vendors.
- 4. **Acceleration Clause**--provisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not renegotiated.
- 5. **Interest Payments**--interest payments to the FSMC, however represented, including interest payments for equipment purchases.
- 6. **Guaranteed Return**--"guaranteed return" provisions unless the "return" remains in the nonprofit food service account. "Returns" cannot be contingent upon multi-year contract duration.
- 7. **Delegation of SFA Responsibilities**--FSMC responsibility for any of the functions that must be retained by the SFA.
- 8. **Automatic Renewal**--provisions which automatically renew the contract.
- 9. **Processing Contracts**--contract document language that permits the FSMC to subcontract USDA donated foods for further processing.

For the item(s) above not checked (✓), indicate item number(s) with corresponding page number(s) of document(s) where provision(s) appears.

Item Number(s) Page Number(s)

_____	_____
_____	_____
_____	_____

Interrogatives are provided in anticipation of questions. The following questions were posed during the 2017 bidding process and answers have been updated to address these questions.

1. Please provide details about the satellite programs. What meals are satellite? Are there kitchens at the sites? Is there any prep at the satellite sites? Where are the head start meals accounted for? How many meals daily and for how many days annually?

A: See section 1.1

2. How many days should we budget for Breakfast, Lunch, & Snack?

A: See section 3.4.

3. Do you have Dinner? Summer? Fresh fruit Veg? CEP? If so please provide the above details as well.

A: Aside from section 3, the FSA/FSMC does support Summer School meals as needed.

4. Please provide current claims – to include all sites for all meal types provided and number of days the claim is for?

A: See Exhibit F.

5. Are there any special functions? What is the annual revenue?

A: There are no required special functions.

6. Are there any SFA costs or direct costs that we need to consider in total costs? Referencing 12.3.

A: See section 3.12. Operating cost associated with transportation will be the responsibility of FSMC.

7. Are there any SFA café hourly employees?

A: No

8. Please provide current labor agreement with FSMC employees? Also please provide current labor schedules per site? Also section 11.1 references accrued vacation days.

A: This information is the responsibility of the FSMC and their employees. See section 11.1, page 35.

9. Are there currently any student workers that are utilized? What sites and roles do they have in food service?

A: No

10. Please provide food service section of audit for last 3 years.

A: Please visit the following websites:

<https://flauditor.gov/pages/Reports.aspx>

11. Do you anticipate any equipment needs or direct costs that we should include in our projected budget?

A: See section 11.2.

12. Commodity storage/processing- there is some conflicting info in the RFP section 3.12, 6.19, & section 11.2- who is responsible for these costs- since SFA makes these agreements-is there a budgeted number

we should utilize? Who is responsible for storage costs, delivering product to all the sites? Where is the current inventory kept?

A: See sections 3.12, 6.19, & 11.2 FSMC will cover cost for storage beyond the 60 days. FSMC is responsible for processing. Product is delivered to school sites. Current inventory is kept at Adams Cold Storage.

13. Section 5.16 – Are you saying the expected profit for 22/23 should be at least 7.5% of the total revenue?

A: Yes

14. Does the SFA provide any vehicles for food service delivery of meals, product or commodities? – referencing section 11.2

A: Yes

15. Are all schools on offer vs serve?

A: Yes

16. Sanitation 9.3 grease traps/light fixtures- are we to budget for this?

A: The FSMC should expect to budget for the cleaning of grease traps/light fixtures and all other items listed in 9.3, page 32. The FSMC is not responsible for the cleaning of HVAC/Air Vents.

17. What POS system do you currently utilize?

A: Heartland School Solutions, Newton POS System

18. In reference to current labor, please provide current number of staffing at each facility. Please also include number of point of sale registers at each facility. Any current labor will help provide a more accurate proposal - this may include rates of pay, hours, location, benefits, union info, etc.

A: SFA is requesting FSMC to supply their labor forecast for each site.

19. Do you do any breakfast in the classroom and/or in the bus lines?

A: Yes. SFA has 11 Elementary and 3 Secondary schools with classroom feeding and several secondary schools have breakfast carts located next to the bus entrance.

20. Will there be any new campus openings for the 2022/23 SY? If so, please answer the following questions:

- a. Should we anticipate an increase in enrollment related to the new campus opening?
- b. What grade level of school will it be and how many additional staff are expected?
- c. Is the District/SFA or FSMC responsible to purchase the large and smallware equipment?

A: All projected campus' are included in Exhibit A with exception of Patterson Academy which population numbers are not available at this time.

21. Will there be any early release days planned for the 2022/2023 SY? If so, will the FSMC still serve lunch on those early release days?

A: See 2022-2023 School Calendar. Yes, FSMC will serve lunch on early release days.

23. Please identify if there is are food service vehicle(s) available for satellite servicing or transporting? If so, how many vehicles are there and do the vehicles belong to the FSMC or the District/SFA?

A: The following vehicles are available for food service operation. The four (4) cargo vans are used for satellite servicing or transporting.

Description

Make Model

FORD T350

FORD T350

FORD TRANSIT 250

FORD TRANSIT 250

FORD T-150

FORD T-150

24. What cold/hot equipment does the District/SFA use for transporting of satellite meals?

A: No

25. Please provide a current small-wares inventory for the food service program.

A: SFA does not have a list of small-wares available at this time. Small-wares are property of SFA.

26. Does the District/SFA have an exclusive vending or beverage contract? If so, with whom?

A: No

27. Are there TV monitors in all secondary locations? Are the TV monitors in the cafeterias District/SFA property or FSMC property?

A: TV monitors are located in every school and are property of SFA.

28. CEP- when was the first year?

A: 2013-2014

29. CEP-What % did you claim the 1st year and what % are you claiming now?

A: SFA does not use CEP grouping to claim percentage.

30. CEP- How are the schools grouped under CEP?

A: SFA schools are now being paid under SFSP rates for SSO (Seamless Summer Option) CEP occurs when operating NSLP.

31. Seamless Summer Feeding- when does this take place (dates) & how many days & what locations?

A: Depending of the last day of school and the first day of school (the next school year), determines when Summer Feeding begins and ends. For the 2020-2021, Summer Feeding began on June 7 and ended August 3th. Each site for Summer Feeding varies with the number of days served with most sites having 42 serving days. The locations of Summer Feeding may change from year to year.

32. Are the summer meals included in data? If so where? .

A: No.

33. Employees: Is there currently a Union contract for Food Service employees? If so with what union organization?

A: No. There will be no SFA employees employed in the cafeterias for 2022-2023 school year.

34. Employees: in an effort to prevent employee turnover – please provide range of wages and number of positions per building.

A: SFA does not have this information. The positions in the cafeterias are employed by the current FSMC.

35. Cafe layout- in order to provide proper staffing please provide cafe layout info for all sites so we can staff accordingly.

A: Café layout are not available.