

Request for Proposal and Contract

Nonprofit School Food Service

Food Service Management Company

The Henry & Rilla White Youth Foundation Inc.



Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness
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Tallahassee, Florida 32399
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SECTION 1 INSTRUCTIONS

1.1 Notice of Proposal

This Invitation to Proposal (“RFP”) is for the purpose of obtaining responses from caterers and vendors to provide meal services for The Henry & Rilla White Youth Foundation Inc. (“SFA”). Meal programs will include the United States Department of Agriculture (“USDA”) National School Lunch Program and/or the School Breakfast Program. The Henry & Rilla White Youth Foundation Inc. is a Residential Child Care institution located in, Florida. The goal of the Food Service Program is to provide nutritious meals to youth which are in compliance with the Child Nutrition Program rules and regulations in regards to Breakfast, Lunch, and After School Snack.

1.2 Proposal Submission

Responses should address each of the requirements set forth in this RFP. Please provide the requested information no later than 12 PM EST on 06/03/2019 to the address below. Responses will be publicly opened at 12 PM EST on 06/03/2019 to be evaluated per the criteria specified in subsection 1.4, below.

The Henry & Rilla White Youth Foundation, Inc.

Contracts Department

Attn: Robert Durrance

2833 Remington Green Circle

Tallahassee, FL 32308

1.3 Timeline

- May 1, 2019, Proposal available to public
- May 17, 2019, Proposal questions due
- May 22, 2019, Proposal questions answered by publishing Addendum 1, if applicable
- June 3, 2019, Proposal submissions due by 12pm (time) EST
- June 3, 2019, Proposal submissions publicly opened
- June 5, 2019, SFA review of Proposals
- June 7, 2019, SFA recommendation to FDACS and FDACS review
- June 14, 2019, contract award
- July 1, 2019, awarded Vendor begins service

1.4 Evaluation Criteria

Proposals received will be reviewed to ensure all materials have been submitted as specified in this RFP. Contract award decision will be made based on the Vendor that provides the lowest, most responsive, responsible proposal.

1.5 Proposal Attachments

1. Location of school(s) – Exhibit A
2. Approved 21-day cycle menu – Exhibit B
3. Menu Planning Approach Guidelines – Exhibit C

4. 2017/2018 School Calendar – Exhibit D
5. Drug-Free Workplace Program Bidder Certification
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
7. Certification Regarding Lobbying
8. Disclosure of Lobbying Activities
9. Proposal Summary

1.6 Questions and Site Visits

Questions concerning this RFP and requests for a site visit can be submitted in writing via email to rdurance@hrwhite.org (email) or via phone at (850)922-8375 ex 4. All responses to questions received will be made in writing on May 22, 2019 and sent to all potential vendors.

1.7 Addenda

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

SECTION 2 GENERAL CONDITIONS

2.1 Rejection of Proposal

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

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

2.3 Deviations or Exceptions

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

2.5 Specifications and Conditions

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

2.6 Withdrawal of Proposal

Requests for withdrawal of a proposal may be considered if such request is received in writing within 72 hours after the proposal opening time and date. Requests received in accordance with this provision

may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the FSMC. If a request for withdrawal is not received, a FSMC shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

2.7 Proposal Modifications

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

2.8 Prohibition of Gratuities

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

2.9 FSMC Research

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

2.10 Conditions for Acceptance

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

2.11 Proposal computation method

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

2.12 Proposal bond requirements (optional)

2.13 Performance bond requirements (optional)

2.14 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.

2.15 Indemnification (optional)

2.16 Copyrights

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

2.17 Patents

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

2.18 Confidentiality (optional)

2.19 Federal Debarment Certification

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

- (1) The prospective lower tier (\$25,000) participant certifies, by submission and of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

2.20 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.

2.21 Drug Free Workplace Certification

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

SECTION 3 SCOPE

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

SECTION 4 SCHOOL FOOD AUTHORITY RESPONSIBILITIES

- 4.1 The SFA shall ensure that the food service operation is in conformance with its *National School Lunch and Breakfast Program Sponsor Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*.
- 4.2 The SFA shall retain control of the quality, extent, and general nature of its food service operation and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- 4.3 The SFA shall monitor the food service operation through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals provided that nothing in this paragraph shall be construed

as to relieve the FSMC of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations.

- 4.4 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA.
- 4.5 The SFA shall approve all a la carte items and the prices charged for those items in advance of sale by the FSMC.
- 4.6 The SFA shall retain signatory authority on the FDACS *Annual School Application for Participation in Child Nutrition Programs and Food Distribution Programs*; the *Policy Statement for Free Meals, Free Milk, and Reduced Price Meals*; the *National School Lunch and Breakfast Program Sponsor Agreement*; and the *Child Nutrition Program Monthly Claim for Reimbursement*.
- 4.7 The SFA will establish internal controls that ensure the accuracy of meal counts before submittal of the *Monthly Claim for Reimbursement*. At a minimum, these controls will include:
 - An on-site review of the meal counting and claiming system employed by each school,
 - Reviews of meal count data for each site, and
 - Edit checks of meal count data against the product of the eligibility data times an attendance factor.
- 4.8 The SFA shall ensure USDA Foods received for use by the SFA and made available to the FSMC are utilized within the Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. 250.
- 4.9 The SFA shall maintain and visibly post applicable health certification and assure all state and local regulations are met by the FSMC preparing or serving meals at SFA facilities.
- 4.10 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.
- 4.11 The SFA shall distribute and collect the letter and household applications for free and reduced-price meals or milk and determine eligibility of students for meal benefits.
- 4.12 The SFA shall verify applications for free and reduced-price meals and conduct any appeals or hearings for eligibility determinations.
- 4.13 The SFA shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.
- 4.14 The SFA shall be responsible for resolution of program reviews and audit findings.

SECTION 5 FOOD SERVICE MANAGEMENT COMPANY RESPONSIBILITIES

- 5.1 The FSMC will conduct the school food service operation in conformance with the Program Sponsor Agreement between SFA and FDACS and in accordance with generally accepted standards of care and best practices in the industry.
- 5.2 The FSMC shall serve, on such days and at such times as requested by the SFA:
 - 5.2.1 Breakfasts, priced as a unit, which meet USDA requirements
 - 5.2.2 Lunches, priced as a unit, which meet USDA requirements

- 5.2.3 After-school snacks, priced as a unit, pursuant to the After-School Care Program
 - 5.2.4 Summer meals, priced as a unit, which meet USDA requirements
 - 5.2.5 Milk, served to all children pursuant to the Special Milk Program
 - 5.2.6 Fresh fruit and vegetables, served to all children pursuant to the USDA Fresh Fruit and Vegetable Program
 - 5.2.7 Other foods as agreed upon by the FSMC and SFA, pursuant to applicable regulatory requirements
- 5.3 The FSMC shall serve free, reduced-price, and paid meals and/or free milk to those children designated by the SFA.
- 5.4 The FSMC shall implement collection procedures as specified by the SFA and approved by the FDACS.
- 5.5 The FSMC shall implement the *Offer versus Serve* provision at the food service sites specified by the SFA on Exhibit A.
- 5.6 The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA on Exhibit B for the first 21 days of meal service. After the first 21 days of meal service, menu changes may be made with SFA approval. Meals must meet the Healthy Hunger-Free Kids Act of 2010 as designated herein by the SFA for each Term of the Contract, as applicable. Meals must meet or exceed the calories and meet the nutrient standards for National School Lunch, School Breakfast, and/or Summer Food Service Program meals for the age/grade groups of school children and as listed in Exhibit C.
- 5.7 The serving sizes, if applicable, provided by the SFA on the 21-day cycle menu(s) in Exhibit B are, in most cases based on the required minimum serving sizes stated in Exhibit C. If the serving sizes for the food items indicated on the menu(s) do not meet the required weekly calorie and nutrient standards as stated in Exhibit C, the FSMC must increase serving sizes and/or provide additional food items as necessary to meet the calorie and nutrient standards without altering the 21-day cycle menu(s). Serving sizes may not be decreased unless otherwise stated in this *Request for Proposal and Contract*.
- 5.8 The FSMC shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced through production records, a minimum of plate waste and participation levels in the National School Lunch, School Breakfast, and/or Summer Food Service Program meals, as applicable.
- 5.9 The FSMC shall participate in the parent, teacher, and student advisory board.
- 5.10 The FSMC shall cooperate with the SFA in promoting nutrition education and assist in the coordination of the SFA's food service with classroom instruction.
- 5.11 The FSMC shall use SFA facilities for preparation of food to be served as specified on Exhibit A.
- 5.12 The FSMC shall not directly or indirectly prevent the sale or marketing of fluid milk at any time, in any place on school premises or at any school-sponsored event. [7 CFR 210.21(e)]
- 5.13 The FSMC is required to substitute food components of the meal pattern for students who are considered to have a disability under 7 C.F.R. 15b and the disability restricts their diet. Substitutions must be made on a case by case basis only when supported by a written statement of the need for substitution(s) that includes recommended alternate foods, unless otherwise exempted by FNS. Such statement must be signed by a licensed physician.

The FSMC may make substitutions for students without disabilities who cannot consume the regular lunch or afterschool snack because of medical or other special dietary needs. These substitutions must

be made on a case by case basis and only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Except with respect to substitutions for fluid milk, such a statement must be signed by a recognized medical authority.

- 5.14 The FSMC shall deposit daily all monies in the SFA's nonprofit food service account.
- 5.15 The FSMC will operate and care for equipment and food service areas in a clean, safe and healthy condition in accordance with the standards prescribed in the SFA's written food safety program and comply with all applicable federal, state, and local laws, ordinances, regulations, and rules concerning sanitation.
- 5.16 It will be the joint responsibility of the SFA and the FSMC to protect the anonymity of all children receiving free or reduced-price meals, and methods for ensuring anonymity shall be jointly agreed upon; provided that nothing in this paragraph shall be construed to relieve the FSMC of its independent obligation to protect the anonymity of all children receiving free or reduced-price meals and to provide the required quality and extent of goods and services hereunder.

SECTION 6 INVOICING AND PAYMENT

- 6.1 The Vendor shall submit itemized invoices to the SFA 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 Ten (10) business days after receiving Meal Claim Reimbursement
- 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 actually 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 FSMC shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.
- 9.3 The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations or otherwise use the facilities of the SFA for any reason other than those specifically provided for in this Contract without the express written consent of the SFA.
- 9.4 The FSMC and SFA shall inventory the equipment and supplies owned by the SFA at the beginning of the school year and the end of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils. The FSMC will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory.
- 9.5 The FSMC shall repair and service equipment except when damages result from the use of less-than-reasonable care by the FSMC employees or agents as determined by the SFA. When damage results from less-than-reasonable care on the part of any FSMC employees or agents, it will be the FSMCs

responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.

- 9.6 The FSMC shall maintain the inventory of expendable equipment necessary for the food service operation and at the inventory level as specified by the SFA.
- 9.7 The FSMC shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 9.8 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.
- 9.9 The FSMC shall provide written notification to the SFA of any equipment belonging to the FSMC within ten days of its placement on SFA premises.
- 9.10 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.
- 9.11 The FSMC shall provide sanitary toilet facilities for the FSMC employees.
- 9.12 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.
- 9.13 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.

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

SECTION 11 EMPLOYEES

- 11.1 The FSMC shall comply with all wage and hours of employment regulations of federal and state law.
- 11.2 The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 11.3 The FSMC and SFA recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. The FSMC shall be responsible for the employment of all staff necessary for the safe, timely, and efficient distribution of meals to students and members of the SFA staff.
- 11.4 The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of SFA premises, as established by the SFA and furnished in writing to the FSMC.
- 11.5 The FSMC shall provide the SFA with a list of its personnel policies and employee handbook.
- 11.6 The FSMC shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all FSMC employees assigned to the SFA and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32, Florida Statutes.
- 11.7 The 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.
- 11.8 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.
- 11.9 The FSMC must ensure that the employees' hours listed on Exhibit F are not used for catering or special functions.
- 11.10 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.
- 11.11 In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
- 11.12 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.
- 11.13 The use of student workers or students enrolled in vocational classes in the food service operation shall be mutually agreed upon.
- 11.14 The FSMC shall provide daily, on-site supervisory personnel dedicated solely to the SFA, for the overall food service operation.
- 11.15 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.

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

**SECTION 12
DESIGNATION OF PROGRAM EXPENSE**

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

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

	<u>Column I</u>	<u>Column II</u>
LABOR		
Payroll, Managers, and/or Supervisors	_____	x_____
Payroll, Full-, and Part-Time Workers	x_____	_____
Payroll,		
Ticket Sellers	x_____	_____
Cashiers	x_____	_____
Drivers	x_____	_____

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

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

FOOD

Food Products	x_____	_____
Commodity Delivery	x_____	_____
Commodity Freight/Handling Costs	x_____	_____
Food Storage/Warehouse	x_____	_____

OTHER EXPENSES

Accounting		
Bank Charges	x_____	_____
Data Processing	x_____	_____
Record Keeping	x_____	_____
Processing and Payment of Invoices	x_____	_____
Equipment—Major		
Original Purchase	x_____	_____

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

**SECTION 13
FEES**

- 13.1 All proposals must be calculated based on the menu(s) in Exhibit B. All proposals shall be submitted using the *Proposal Summary* form attached herein. The proposal price(s) must not include the use of commodities or any alternate pricing structure. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded. The annual cost of “Labor and Benefits” for SFA administrative staff, billing, monitoring, and program compliance for this RFP is \$65,905.56. The annual cost for “Other Costs” including mileage, lodging, training, indirect expense, office supplies, liability insurance, recruitment - advertising, etc. for this RFP is \$13,986.48. The respondent to the RFP should factor the total of the Labor and Benefits and Other Costs of \$79,892.04 into their proposed price per meal as these expenses will be deducted on the monthly invoice submitted by the FSMC.
- 13.2 Gross Sales shall be remitted to SFA or deposited in the nonprofit food service account on a daily basis. FSMC shall be paid a fixed meal price for each Reimbursable Meal and Meal Equivalent provided by the FSMC under this Agreement.

- 13.3 The total cost shall include SFA's salary and benefits, indirect cost, commodity and other SFA cost. These are SFA direct pay items that must be funded from Food Service Program revenues, but are included in the Fixed Meal Price paid per meal to FSMC. A meal or meal equivalent shall be calculated as follows:
- 13.3.1 A student lunch includes: student reimbursable lunches and full-paid adult lunches are counted as one meal equivalent for each lunch served. A reimbursable student breakfast and full-paid adult breakfast are counted as (.50) meal equivalents for each breakfast served. A reimbursable student after school snack is counted as (.25) meal equivalents. A la carte food sales are converted to meal equivalents by dividing the total dollars of a la carte sales by three dollars (3.00).
- 13.4 The FSMC shall invoice the SFA at the end of each accounting period as determined by the SFA. Invoiced amounts shall be paid within 30 (days) after receipt of the invoice. Reconciliation shall be made for any over-payment or under-payment on the invoice for the next accounting period. Invoices to the SFA must include a statement that documentation is available at the SFA Food Service office or reasonably accessible to support the invoice and any auditing process. All clerical/recordkeeping requirements of the Food Service operation shall be completed by the staff, both SFA and FSMC, assigned to the SFA Food Service office. Upon termination of the Agreement all outstanding amounts shall be paid within thirty (30) days. In addition, FSMC and SFA shall perform a final reconciliation of the records and FSMC shall either invoice SFA for amounts due or refund SFA for any overpayment resulting from such reconciliation.
- 13.5 The FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, that do not meet the detailed specifications for each food component or menu item in accordance with 7 C.F.R. 210, or that do not otherwise meet the requirements of the contract.
- 13.6 The FSMC must subtract from the SFA's monthly bill/invoice the value of all USDA Foods received. Credit issued by the FSMC to the SFA for USDA Foods receipts shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- 13.7 The FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
- 13.8 The fixed meal rate for meals must be calculated as if no USDA Foods were available.

SECTION 14 REVENUE

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

SECTION 15 LICENSES, CERTIFICATIONS, AND TAXES

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

SECTION 16 RECORD KEEPING

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

SECTION 17 TERMS AND TERMINATION

- 17.1 This Contract is effective for a one-year period, commencing July 1, 2019 or upon written acceptance of the Contract, whichever occurs last, and ending June 30, 2020 ("contract term" or "term"). This contract will be renewable on an annual basis, upon mutual agreement of the SFA and FSMC, for up to four (4) additional years (each year a "renewal term").
- 17.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods.
- 17.3 Either the SFA or FSMC can terminate this Contract for cause or for convenience with a sixty- (60) day written notification. Following sixty- (60) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the FSMC.

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

SECTION 18 GENERAL CONTRACT TERMS

- 18.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA.
- 18.2 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and FSMC and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.

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

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

- 18.8.1 Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
- 18.8.2 Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
- 18.8.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation;
- 18.8.4 Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
- 18.8.5 Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.

- 18.9 The FSMC shall comply with the Title VI of the Civil Rights Act of 1964; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7C.F.R. Parts 15, 15a, and 15b; FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*; and any additions or amendments to such laws and regulations.
- 18.10 If this Contract is in excess of \$100,000, the SFA and FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:
- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), as amended, Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. 1532);
 - *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200); and
 - *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200).

- 18.11 The FSMC will comply with:

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

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

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

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

SECTION 19 FOOD SPECIFICATIONS

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

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

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

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

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

19.3.2 Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from the USDA.

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

- 19.14 If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- 19.15 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 19.16 When the specification calls for “Brand Name or Equivalent”, the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.
- 19.17 Breakfast and lunch program meals must meet the sodium target level prescribed in 7 C.F.R. section 210.10 for the applicable school year.
- 19.18 Nutrition labels or manufacturer specifications must indicate zero grams of added trans-fat (less than 0.5 grams) per serving. Meats that contain a minimal amount of naturally-occurring trans fats are allowed in the school meal programs.
- 19.19 USDA requires SFA’s to offer two fluid milk choices daily. Fluid milk choices must be from unflavored low-fat (1 percent milk fat) or fat-free, flavored or unflavored.

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 _____ [Mo/Day/Year], and ending _____ [Mo/Day/Year] and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the FSMC and the SFA. The FSMC shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the 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.
- 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 and Meal Equivalents</u>	<u>Fixed Meal Price</u>
All Reimbursable Meals and Meal Equivalents	\$ _____.

- 3. The total cost includes direct pay items that must be funded from Food Service Program revenues, but are included in the Fixed Meal Price paid per meal to FSMC, such as SFA's salary and benefits, indirect cost, commodity and other SFA costs.
- 4. A meal or meal equivalent shall be calculated as follows:
A lunch equivalent includes student reimbursable lunches and full-paid adult lunches, counted as one meal equivalent for each lunch served. A breakfast equivalent includes student reimbursable breakfasts and full-paid adult breakfasts, counted as (.50) meal equivalents for each breakfast served. An afterschool snack includes student reimbursable snacks, counted as (0.25) meal equivalents. A la carte food sales are converted to meal equivalents by dividing the total dollars of a la carte sales by three dollars (3.00).

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

Name of FSMC

Street Address

City State Zip Code

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)

Signature of Authorized SFA Representative Title Date



Florida Department of Agriculture and Consumer Services
Bureau of General Services
**DRUG-FREE WORKPLACE PROGRAM
BIDDER CERTIFICATION**

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

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

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

VENDOR'S SIGNATURE

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 (4 oz.) 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 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 Apple Slices		1/2 c. 1/2 cup Fresh Orange Wedges		1/2 c. 1/2 cup Peaches	x	1/2 cup Starchy
Veg		3/4 c. 3/4 cup Variety Beans (Chili)		1 cup 1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings		3/4 c. 3/4 Cup Cucumber Sticks		1 cup 3/4 cup Mexicali Corn 1/4 cup salsa		3/4 c. 3/4 cup Baby Carrots	x	1 cup Add'l
						FF Ranch				FF Ranch	x	Grains (9.5 oz.)
M/MA	16	5 pieces Baked Breaded Chicken Tenders (3 oz.) (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
	21		It is recommended to utilize USDA recipe to prepare menu items when applicable.									
M/MA	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.									
Fruit	1/2 c.	1/2 cup Fresh Apple Slices	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.									
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	Products may be brand name or equivalent as stipulated in this contract. The contractor is encouraged to incorporate low sodium products. 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 (4 oz.)	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,	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 oz. WG Tenders Breading (1 oz. eq. grain)		1 oz. Garlic Bread (1 oz. eq. grain)		1 oz. WGR Tortilla Chips (1 oz. eq. grain)	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 cup 1/2 cup Sliced Kiwi with	1 cup 1 cup Fresh Melon(s)	x	1/2 cup Starchy
				1/2 cup 100% Apple Juice	1/2 cup Red Grapes		x	3/4 cup Other
Veg	1 cup	1 -1/3 Cup Baked Beans = 1 Cup credit (USDA I-06)	1 cup 3/4 cup Broccoli	1-1/4 cup 1 cup Carrot Sticks	1 cup 1 cup Tater Tos	1-1/4 cup 2 Cups (1 Cup credit) Iceberg Lettuce	x	1-1/2 cup Add'l
			1/4 cup Oriental Veg (Stir Fry)	1/4 cup Tomato Sauce		1/4 cup Tomatoes, Onion (Salsa)		
							x	Grains (10.5 oz)
M/MA	21		WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate					
	2 oz.	Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.					
G/B	2 oz.	Whole Grain Rich Bun (2 oz. eq. grain)	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.					
			Products may be brand name or equivalent as stipulated in this contract.					
			The contractor is encouraged to incorporate low sodium products.					
Fruit	1 cup	1 cup Fresh Apple Slices	Required average daily calorie range per 5-day week = 750-850					
			*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.					
Veg	1-3/4 cup	1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	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,					
			It is recommended to utilize USDA recipe to prepare menu items when applicable.					
			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 o.z 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</p> <p>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>

G/B	4.8 oz.	WGR French Toast (4.8 oz. = 2 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	1 oz.	WGR Biscuit (1 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	1 oz.	WGR Toast (1 oz. eq. grain)
G/B or			1/2 c.	Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)	1 oz	Egg (1/2 egg = 1 oz. eq. M/MA)	2 oz.	Hard Boiled Egg (1 egg = 2 oz. eq. M/MA)	1/2 egg	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies
M/MA					1/2 oz	Low-fat Cheese (.5 oz. eq. M/MA)				
F/V	1/2 c.	Applesauce	1/2 c.	Fresh Banana	1/2 c.	Orange Wedges	1/2 c.	Mixed Fruit	1/2 c.	Fresh Blueberries
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Orange Juice
		Syrup							1/4 c.	Mushrooms, Red/Green Peppers, and Onions
16			17		18		19		20	
G/B	½ c.	WGR Oatmeal (1 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	2.4 oz.	WGR Waffles (2.4 oz. = 2 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	2 oz.	WGR Breakfast Muffin (2 oz. = 1 oz. eq. grain)
G/B or	2 oz.	Whole Grain Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)	2 oz.	WGR Blueberry Muffin (2 oz. = 1 oz. eq. grain)			1 oz.	WGR Graham Crackers (1 oz. = 1 oz. eq. grain)		
M/MA									1 oz.	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA)
F/V	1/2 c.	Cinnamon Apples	1/2 c.	Pineapple	1/2 c.	Peaches	1/2 c.	Fresh Strawberries	1/2 c.	Fresh Apple Slices
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Fruit Punch Juice
						Syrup				
21			<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>							
G/B	1.2 oz.	Whole Grain Rich Pancakes (1.2 oz. = 1 oz. eq. grains)								
G/B or										

			<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)	Condiments to be included.
F/V	1/2 c.	Mixed Fruit	The contractor is encouraged to incorporate low sodium products.
	1/2 c.	100% Orange Juice	

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

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

^aFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ½ cup.

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

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

^dLarger amounts of these vegetables may be served.

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

^fAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^gThere is no separate meat/meat alternate component in the SBP. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^hThe average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

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

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

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes, and says that:

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

By _____

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

Notary Public (Signature)

My Commission Expires:
