

Request for Proposal and Contract

Nonprofit School Food Service

Food Service Management Company

DESOTO COUNTY SCHOOL BOARD

Name of Sponsor



DeSoto County School Board

November 2025

RFP# 2526-001

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

SECTION 1 INSTRUCTIONS

1.1 Notice of Proposal

This Request for Proposal (RFP) is for the purpose of obtaining responses from caterers and vendors to provide meal services for the DeSoto County School Board (SDDC), School Food Authority (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), School Dinner Program (SDP), Summer Food Service Program (SFSP), and the Seamless Summer Option (SSO). Meal service may also be requested during declared emergencies or when emergency shelters are in operation due to man-made or natural disasters. DeSoto County School District (SFA/sponsor) is a public school located in Arcadia, Florida. The goal of the Food Service Program is to secure a Food Service Management Company (FSMC) to provide healthy, minimally processed, wholesome, appealing meals and a la carte food items, with maximum participation for our student population and staff.

The DeSoto County School Board (SDDC) is accepting Proposals for Qualifications from Food Service Management Companies (FSMC) for the purpose of providing complete management and operations of all food service facilities for the DeSoto County School Board (SDDC), Florida School Food Authority (SFA). Meal programs will include the United States Department of Agriculture (USDA) National School Lunch Program and the School Breakfast Program. The DeSoto County School Board is a public school district located in DeSoto County, Florida.

The DeSoto County School Board consists of five elected officials responsible for the adoption of policies which govern the operation of the District's public schools. The Superintendent of Schools is also an elected official responsible for the administration and management of the public school system.

A successful contractor will be responsible for conducting a food service program which fulfills the objectives of the District and has the capability to provide food service support during emergency situations or emergency operations. Proposers are advised to keep in mind the primary goals of the District when compiling their proposals. District objectives include but are not limited to the following:

- A.) To increase student meal participation at all levels:
 1. Ensure consistency of high-quality food served at each kitchen,
 2. Actively solicit school and community input,
 3. Provide a variety of menu choices to meet dietary requirements,
 4. Practice successful marketing outreach with a strong emphasis on public relations, and
 5. Establish and maintain a stringent cleanliness/sanitation program.

- B.) To establish a formal structure to gather input routinely and continuously from school food service employees to ensure effective and efficient operations.

- C.) To establish and conduct management and operational staff training programs that will ensure appropriate staff development, proper supervision, consistent quality control, and exercise appropriate safety procedures

- D.) 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.

- E.) To maximize recycling efforts and minimize contributions to the solid waste stream.
- F.) To select a FSMC that will guarantee a surplus \$200,000 fund balance, including the annually approved indirect cost rate, for the SFA food service operation for school year 2026-2027 and beyond. The food service management program is presently operated by the SDDC. The program encompasses all aspects of food service operations for all schools within the SDDC. For the purposes of this Request for Proposal (RFP), SDDC will be synonymous with the SFA.

1.2 Proposal Submission

Responses should address each of the requirements set forth in this RFP. Please provide the requested information no later than 2:00 PM EST on 1/28/2026 to the address below. Responses will be publicly opened at 2:05 PM EST on 1/28/2026 to be evaluated per the criteria specified in subsection 1.4, below.

DeSoto County School Board (Sponsor name)
Superintendent Dr. Bobby Bennett
Director of Finance, Rosa Vargas or Michelle Sikes (Purchasing Specialist)
530 LaSolona Ave (Address)
Arcadia, Florida, 34266 (City, State, Zip)

1.3 Timeline

- December 18, 2025 , Proposal available to public
- January 8, 2026 , Site Visit (Mandatory) at 530 La Salona Avenue, Arcadia, FL 34266 at 2:00 P.M.
- January 13, 2026 , Proposal questions due
- January 16, 2026 , Proposal questions answered by publishing Addendum 1, if applicable
- January 28, 2026 , Proposal submissions due by 2:00 P.M. EST
- January 28, 2026 , Proposal submissions publicly opened at 2:05 P.M., at 530 La Salona Ave, Arcadia, FL 34266.
- February 4, 2026 , SFA review of Proposals
- February 4, 2026 , SFA recommendation to FDACS and FDACS review
- February 20, 2026 , FDACS review provided to SFA
- February 24, 2026 , Contract award
- July 1, 2026 , Awarded Vendor begins service

1.4 Evaluation Criteria

Proposals received will be reviewed to ensure all material has 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. It

is for the management Vendor to show their expertise, experience, and capability in the proposal document to meet the needs of SDDC. Please be complete, clear, and concise in your proposal. The following categories are the principal criteria that will be considered in the evaluation of the proposals:

1. Total Fixed Meal Charge (25 points) – The lowest cost proposal.
2. Menus/Product Identifications/Nutrition Analyses (20 points) – Ability to provide multiple choices for K12 students.
3. Marketing Plan/Training/Transition Plan (15 points) – Marketing strategies for increased breakfast and lunch, meal participation/staff training/transition plan implementation time line, and in school marketing to students.
4. Company Experience (15 points) – Only companies with a minimum of five years of experience with the National School Lunch/Breakfast Programs will be considered. Up to 5 points for experience in Florida (1 per year).
5. Experience of On-Site Management Company Staff (10 points) – General Manager must have a minimum of five years of experience with National School Lunch/Breakfast Programs. Again, extra consideration for experience in Florida.
6. Procurement (10 points) – Specifically the quality of food to be purchased.
7. References (5 points) – Vendor expertise, experience, and references from clients served.

The SDDC will evaluate the proposals, based on the above criteria and select the Food Service Management Company that the District feels that is most advantageous to the program, with price and other factors considered.

1.5 Proposal Exhibits (Attachments)

1. Exhibit A – Location of schools
2. Exhibit B – Approved 21-day cycle menu
3. Exhibit C – Current NSLP Nutrition Standard Guidelines
4. Exhibit D – 2025-2026 School Calendar (next year Calendar pending)
5. Exhibit E – Current Employees and Work Schedule
5. Exhibit F – Drug-Free Workplace Program Bidder Certification
6. Exhibit G – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
7. Exhibit H – Certification Regarding Lobbying
8. Exhibit I – Disclosure of Lobbying Activities
9. Exhibit J – Proposal Summary
10. Exhibit K – Annual Financial Report
11. Exhibit L – Non-Collusion Affidavit
12. Exhibit M – Sample Invoice
13. Exhibit N – A La Carte and Adult Meals
14. Exhibit O – Proof of Completion of FNW Vendor Training

1.6 Questions and Site Visits

There will be a mandatory Site Visit/Prebid conference on January 8, 2026, at 530 LaSolona Avenue, Arcadia, FL 34266 at 2:00 P.M. Questions concerning this RFP and site visit must be submitted in writing by January 13, 2026, via email to Michelle Sikes, Purchasing Specialist, via email at michelle.sikes@desotoschools.com. All responses to questions received will be on the District website and available to all potential vendors on January 16, 2026.

1.7 Addenda

Revisions which modify the RFP documents, by addition, deletions, clarifications, or corrections will be on the district website and available to all potential vendors.

SECTION 2 GENERAL CONDITIONS

2.1 Rejection of Proposal

The SDDC reserves the right to reject any or all proposals received. Therefore, proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the official file on this matter without obligation to the SDDC.

All proposals must be in writing. A responsive proposal indicates a willingness and good faith intention to negotiate and enter into a contract with the District that, without condition or exception, complies with the scope of services called for in this RFP. Non-responsive proposals shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions contained herein. A proposal may be found to be irregular or non-responsive by reasons including, but not limited to, failure to complete or utilize prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, or improper or undated signatures. The District reserves the right, in its sole discretion, to waive any informality.

Proposals may be rejected if more than one proposal is received from an individual, firm, partnership, or corporation, or combination thereof, under the same or different names. Such duplicate interest may cause the rejection of all proposals in which such Vendor has participated. Other conditions that may cause rejection of proposals include evidence of collusion among Vendors, obvious lack of experience or expertise to perform the required work, or failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Vendors for Federally Financed or Assisted Projects. Proposals will be rejected if not delivered or received on or before the date and time specified for submission.

The District will evaluate the proposals in accordance with the requirements for vendors. The objective is to execute an agreement with the selected Vendor as soon as possible after the selection is made. If, in the sole discretion of the SDDC, the negotiations are unsuccessful, then the SDDC may discontinue them and begin negotiating with the next selected Vendor, and so on, until a satisfactory plan and agreement are reached. Notwithstanding any other statements in this RFP, the SDDC is under no obligation to enter into an agreement with any of the Vendors. The Vendor is also required to provide as a part of its response to this RFP a sample contract format for evaluation in the event they are the successful Vendor. 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:

1. The proposal was received after the submission deadline.
2. The proposal was not signed by an authorized representative of the FSMC.
3. The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP.
4. 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.

2.4 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 SFA has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued because 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 Competition

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

2.9 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 Training

All food service management companies must complete the online food service management company training found at [Vendors / National School Lunch Program / Nutrition Programs / Food & Nutrition / Home - Florida Department of Agriculture & Consumer Services](#) with eighty (80) percent

accuracy or higher or attend an in-person food service management company training conducted by the Department prior to entering into an agreement for food services with a Sponsor. Opportunities to complete the online food service management company trainings are offered year-round.

2.11 Conditions for Acceptance

FSMCs must submit a proposal meeting the requirements of the RFP to include the required exhibits/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.

2.12 Proposal Computation Method

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

2.13 Proposal Bond Requirements

Each proposal shall be accompanied by a Proposal Bond in the amount of \$50,000.00. The purpose of the bond is to ensure the successful respondent 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. Bond will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids and (b) to the successful bidder upon execution of such further Contractual documents and bonds as may be required by the bid as accepted.

2.14 Performance Bond Requirements

The successful firm shall provide a Performance Bond in the amount of 10% of the contract price which shall remain in effect for the entire contract, including all renewal periods. Such Bond shall be submitted within fifteen (15) calendar days after award of the Contract by the Board. Both the Bid Bond and the Performance Bond shall be issued by one and the same surety company.

2.15 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.

2.16 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 during or under such contract. 2 C.F.R. Appendix II to Part 200(F)

2.18 Confidentiality

The awarded FSMC shall maintain confidentially as per USDA and District regulations. This includes students' eligibility status. Under Florida's Public Records Law, absent a specific exclusion, written communications to and from DeSoto County School Board employees and students are considered public records.

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.

2.22 Insurance

Insurance required to be carried shall include:

1. Workers' Compensation Insurance. The Company shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Company employees employed in connection with this contract and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence.
2. Comprehensive General Liability Insurance. The Company shall procure and maintain for the life

of the contract/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the contract. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability.

3. Business Automobile Liability. The Company shall procure and maintain, for the life of the contract agreement Business Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be on any "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the Company does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.
4. The company shall furnish proof of the insurance to the Board by Certificate of insurance.
5. The Certificate of Insurance shall state that the Board, its members, officers, elected officials, employees, agents, and volunteers are additionally insured under the policy or policies.
6. The Company shall provide Certificates of Insurance to the District's Purchasing Specialist at 530 LaSolona Ave, Arcadia, FL 34266 prior to the start of any work under this contract.
7. The Companies insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this contract.
8. All insurance policies shall be issued by companies with either of the following qualifications:
 - a. The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus line insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, Published by A.M. Best Company. Or
 - b. With respect only to Worker's Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurer fund pursuant to Florida's Statutes.

**SECTION 3
SCOPE**

- 3.1 The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- 3.2 The food service operation shall be managed to promote maximum participation in the Child Nutrition Programs.
- 3.3 The FSMC shall have the exclusive right to manage the Child Nutrition Programs at the sites specified on Exhibit A.
- 3.4 The FSMC will provide food services to each site as specified in Exhibit A.
- 3.5 The SFA may add or remove sites and/or meal periods for existing programs to Exhibit A at any time during each Contract Term unless the addition or removal of sites and/or meal periods creates a material or substantive Contract change.
- 3.6 The SFA reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.
- 3.7 The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the SFA in any fashion. All FSMC employees will submit to appropriate background checks as required by Florida Statute.
- 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 letters and household applications for free and reduced-price meals or milk and determine eligibility of students for meal benefits as applicable.
- 4.12 SFA retains signature authority of Child Nutrition Program Agreement, free and reduced- price policy statement, and all claims input into the Florida Automated Nutrition System (7 CFR 210.16 (a)(5)). SFA is the approving official for the free/reduced eligibility applications, direct certification

process, benefits issuance list, submission of claims for reimbursement, and verification requirements.

- 4.13 The SFA shall verify applications for free and reduced-price meals and conduct any appeals or hearings for eligibility determinations.
- 4.14 The SFA shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.
- 4.15 The SFA shall be responsible for resolution of program reviews and audit findings.

**SECTION 5
FOOD SERVICE MANAGEMENT COMPANY RESPONSIBILITIES**

- 5.1 The FSMC will conduct the school food service operation in conformance with the Program Sponsor Agreement between SFA and FDACS and in accordance with generally accepted standards of care and best practices in the industry.
- 5.2 The FSMC shall serve on such days and at such times as requested by the SFA:
- 5.2.1 Breakfasts, priced as a unit, which meet USDA requirements.
 - 5.2.2 Lunches, priced as a unit, which meet USDA requirements.
 - 5.2.3 After-school snacks, priced as a unit, pursuant to the After-School Care Program
 - 5.2.4 Summer meals, priced as a unit, which meet USDA requirements.
 - 5.2.5 Milk, served to all children pursuant to the Special Milk Program
 - 5.2.6 Fresh fruit and vegetables, served to all children pursuant to the USDA Fresh Fruit and Vegetable Program
 - 5.2.7 Other foods as agreed upon by the FSMC and SFA, pursuant to applicable regulatory requirements.
 - 5.2.8 FSMC may also be expected to provide meal support at designated shelters upon request to support emergency operations at designated shelters.
 - 5.2.9 FSMC may be required to provide a dinner style meal upon request at selected locations.
- 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 the 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 a statement must be signed by a licensed physician.
- The FSMC may make substitutions for students with 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.
- 5.17 Guarantee - It is the goal of the DeSoto County School Board for the successful FSMC to guarantee a \$225,000 fund balance, including the FL DOE annually approved indirect cost rate, for the SFA food service operation for school year 2026-2027 and beyond. If this requirement is not met the FSMC will reimburse the SFA for one hundred (100) percent of the net loss in school food service operations.

**SECTION 6
INVOICING AND PAYMENT**

- 6.1 The FSMC 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. Invoices shall be received no later than 5 days after the end of the calendar month.
- 6.2 The SFA shall pay the FSMC 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 FSMC 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 (41) calendar days of its receipt of the invoice from the FSMC.
- 6.3 The FSMC shall use the following delinquent payment notification procedures 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 FSMC shall send the SFA a notice letter with a copy of the original invoice attached. The FSMC 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 FSMC 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 FSMC'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 separate 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 act 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 by 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 FSMC shall utilize existing manufacturer purchasing agreements to procure end-product processed USDA foods and the FSMC will credit the SFA for the value of such donated foods at the processing agreement value. FSMC shall pay all related processing fees and costs. SFA shall not be responsible for any costs associated with processing USDA foods. The terms and conditions of the processing contract must comply with *7 CFR Part 250*.
- 7.18.1 Any nationally approved processor that wants to work with a NSLP Sponsor(s) and/or through a Food Service Management Company (FSMC) that has been compliantly procured by the Sponsor, must have a State Participation Agreement on file in order to process USDA Foods. FSMCs should only be working with State Approved Processors and if questions arise with these state approved processors, the State's USDA Foods Director should be contacted.
- 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 domestic food is unavailable. Documentation must be shown that consideration was given to 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 are 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 higher 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 being 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 aid in the procurement and develop a cost-effective plan for the SFA to furnish and install any equipment necessary to run the meal program. The SFA will make structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations. The FSMC may agree to furnish equipment to the SFA if both parties specifically agree to this and it is added and agreed to by means of addenda to the Contract.
- 9.3 The FSMC shall allow the use of the FSMC buying power, existing contracts, or other methods if it is deemed by the SFA to be the most fiscally responsible method to furnish equipment. This may, however is not limited to, the FSMC purchasing equipment and invoicing the SFA or allowing the SFA to purchase equipment directly from FSMC suppliers.
- 9.4 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.
- 9.5 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.
- 9.6 The FSMC shall repair and service any equipment owned by the FSMC. The SFA shall repair and service SFA owned 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.
- 9.7 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.
- 9.8 The SFA shall return facilities and equipment to the FSMC in the same condition as received when the SFA uses the facilities for extracurricular activities.
- 9.9 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.
- 9.10 The SFA shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 9.11 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.
- 9.12 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.

- 9.13 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.
- 9.14 The SFA shall provide sanitary toilet facilities for the FSMC employees.
- 9.15 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.
- 9.16 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 expected.
- 9.17 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.
- 9.18 The SFA retains title to all property and equipment when placed in service. If the property and/or equipment is amortized through the FSMC and the Contract expires or is terminated, the SFA can return the property to the FSMC for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

**SECTION 10
SANITATION**

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

**SECTION 11
EMPLOYEES**

- 11.1 Existing SFA employees who are employed by the District, and fully vested in the FRS, at the time of contract execution and in a SFA role shall choose to remain employees of the District or apply for a position with the FSMC. However; employees that are not vested in the FRS shall have an opportunity, if they so desire, to interview and become an employee of the FSMC. Any new employees hired after program implementation will become employees of the selected FSMC. No current employee will have pay or hours reduced. No positions will be eliminated.
- 11.2 The FSMC shall comply with all wage and hours of employment regulations of federal and state law.
- 11.3 The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 11.4 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.
- 11.5 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.
- 11.6 The FSMC shall provide the SFA with a list of its personnel policies and employee handbook.
- 11.7 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.
- 11.8 The SFA shall submit to the FSMC a current schedule of all SFA employees, positions, assigned locations, hours of work, wages, and benefits (as applicable) on Exhibit E which must be used for proposal calculation purposes.
- 11.9 The FSMC shall maintain the same minimum level of employee positions, wages, and benefits as stipulated on Exhibit E 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 or decreases in employee positions, hours, wages, and benefits.
- 11.10 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 E 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.
- 11.11 The FSMC must ensure that the employees' hours listed on Exhibit E are not used for catering or special functions.
- 11.12 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.

- 11.13 In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
- 11.14 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.
- 11.15 The use of student workers or students enrolled in vocational classes in the food service operation shall be mutually agreed upon.
- 11.16 The FSMC shall provide daily, on-site supervisory personnel dedicated solely to the SFA, for the overall food service operation.
- 11.17 The FSMC shall conduct civil rights training for all food service employees, including frontline 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.
- 11.18 The FSMC shall conduct periodic training on various food service operations related topics for all food service employees.
- 11.19 FSMC employees must be recognizable as food service employees with FSMC provided shirts or uniforms. These shirts or uniforms shall be the sole responsibility of the FSMC. These shirts or uniforms shall meet the approval of the SFA.

**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_____	_____
Retirement Plans, Social Security	X_____	_____
Vacation, Sick Leave, Holiday Pay	X_____	_____
Uniforms, Tuition Reimbursement	X_____	_____
Labor Relations	X_____	_____
Unemployment Compensation, Workers Compensation	X_____	_____
Processing and Payment of Payroll	X_____	_____

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_____	X_____
Routine Maintenance	X_____	X_____
Major Repairs	X_____	X_____
Replacement	X_____	X_____
Equipment—Expendable (Trays, tableware, glassware, utensils)		
Original Purchase	X_____	_____
Replacement	X_____	_____
Cleaning/Janitorial Supplies (for assigned areas of responsibility)	X_____	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* (Exhibit J) form attached herein. The proposal price(s) must not include the use of commodities or any alternate pricing structure. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.
- 13.2 Gross Sales shall be remitted to SFA or deposited in the nonprofit food service account on a daily basis. FSMC shall be paid a fixed meal price for each Reimbursable Meal and Meal Equivalent provided by the FSMC under this Agreement.
- 13.3 The total cost shall include SFA's salary and benefits, indirect cost, commodity, and other SFA cost. These are SFA direct pay items that must be funded from Food Service Program revenues but are included in the Fixed Meal Price paid per meal to FSMC. A meal or meal equivalent shall be calculated as follows:
- 13.3.1 A reimbursable student lunch and paid adult lunches are counted as one meal equivalent for each lunch served. A reimbursable student breakfast and paid adult breakfast are counted as one half (.50) of a meal equivalent for each breakfast served. A reimbursable student afterschool snack is counted as one quarter (.25) of a meal equivalent. A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte sales by five dollars (\$5.00).
- 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.
- 15.4 The FSMC certifies that it is not debarred from bidding or entering this contract under Florida statute 287.133 and that the SFA may declare this contract void if this certification is false.

**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. (provide copies of bank deposits tickets and courier manifests)
- 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 if 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, 2026 or upon written acceptance of the Contract, whichever occurs last, and ending June 30, 2027 (“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 17.3, 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, 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 because 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. 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* as stated above. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost. The calculation method regarding the determination of a la carte equivalents is outlined in the *Fees* section of this contract.

**SECTION 18
GENERAL CONTRACT TERMS**

- 18.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA. The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
- 18.2 This solicitation/Contract with exhibits/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 (Small 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 may 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:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, 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).

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);
- Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5); and
- Procurement of Recovered Materials. (Stat. 200.322 Solid Waste Disposal Act)
- Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR 401)

- 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 foods and menus must comply with the current USDA regulations for the Child Nutrition Programs and be modified as necessary to stay current with those regulations. The SFA seeks products that are minimally processed and free of artificial colors and flavors.
- 19.3 All breads, bread alternates, and grains must be whole grain or whole grain-rich. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on USDA's *Exhibit A: School Lunch and Breakfast. Ready-to-Eat (RTE) breakfast cereals* must list a whole grain as the primary ingredient and the cereal must be fortified. RTE cereals that are made from 100 percent whole grains do not have to be fortified. If applicable, the product should be in moisture-proof wrapping and pack-code date provided.
- 19.4 All meat and poultry must have been inspected by the USDA and must be free from off color or odor.
- 19.4.1 Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat or better.
- 19.4.2 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.
- 19.4.3 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 term's "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.
- 19.4.4 For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.
- 19.5 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork and/or poultry. The SFA prefers not to offer, bologna or sausage-type lunch meats. Deli turkey, chicken, ham and beef are preferred. 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.
- 19.6 All cheese should be free of mold and undesirable flavor and odors; pasteurized when applicable; and preferably reduced- or low-fat. Hard cheese should have a bright, uniform, attractive appearance, and demonstrate satisfactory meltability. Soft (e.g., cottage cheese) and hard cheese

should have a pleasing flavor; and contain proper moisture and salt content. Cream cheese, if offered, may be offered as an extra food or condiment. Any item labeled as “imitation” cheese or cheese “product” does not meet the requirements for use in food-based menu planning approaches and are not creditable toward meal pattern requirements.

- 19.7 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 term’s “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.
- 19.8 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.
- 19.9 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.
- 19.10 Fresh or frozen vegetables are preferred for most vegetables. 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.
- 19.11 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).
- 19.12 All fruit juices must be 100 percent, full strength juice.
- 19.13 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.
- 19.14 Sauces, (i.e., spaghetti, pizza) and gravy must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- 19.15 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.
- 19.16 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 19.17 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.

- 19.18 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.
 - 19.19 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.
 - 19.20 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. Two choices must be offered daily as required by the SFA.
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EVALUATION CRITERIA

A. Minimum Eligibility Requirements:

In order to be considered for evaluation, the proposers should demonstrate sufficient capacity, resources, and experience to provide complete professional food service management services as required by the District. Any proposer that fails to meet all of the following minimum criteria may be noted as “non-responsive” and many not be evaluated/scored.

At a minimum, proposing firms shall submit the required proposal bond. Additionally, proposing firms should submit all required information set forth below. Concurrent with the delivery of the proposal, the Proposer should also irrevocably deliver completed and properly signed:

- Exhibit F Drug-Free Workplace Program Bidder Certification
- Exhibit G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Exhibit H Certification Regarding Lobbying
- Exhibit I Disclosure of Lobbying Activities
- Exhibit J Proposal Summary
- Exhibit L Non-Collusion Affidavit
- Certificate of Independent Price Determination
- Personnel Policies and Employee Handbook

Upon completion of the award process and within five (5) business days of the DeSoto County School Board’s completion of the award process at its duly called meeting and execution of the contract, the successful Proposer shall cause the delivery of the required Performance Bond and deliver the required insurance certificate.

NOTE: The items required above should be clearly identified and documented in the proposal. Failure to provide all required information and/or submittals as described in this section may render the respondent’s proposal non-responsive and therefore it may also be ineligible for evaluation.

B. Proposal Format and Evaluation Criteria:

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specific below. Include all information in your proposal. Proposers are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section will be considered non-responsive, and therefore ineligible for evaluation.

The criteria for evaluation of proposals shall be as follows:

1. Total Fixed Meal Charge – Maximum 25 points.

The lowest cost proposal meeting specification will receive the maximum twenty-five (25) points for this category which includes a five (5) point bonus for lowest fixed meal charge. All other respondents will receive points proportionate to the lowest price response based on the remaining points. Maximum twenty-five (25) points (Includes Five (5) Point Bonus for Lowest Cost Proposal.)

2. Menus/Product Identifications/Nutrition Analyses as submitted in response to the menu system – Maximum 20 points.

Evaluation will be based on conformance to the menu system description as provided in this RFP, the appropriateness for the school grade levels and the level of Comprehensiveness of the analysis. Maximum twenty (20) points.

Scoring Guidelines Applicable to 2.

- 0 = **No Value:** Proposal is clearly inadequate or non-responsive regarding this topic.
- 1-4 = **Poor:** Proposal shows limited innovation regarding this topic, but there is some indication that proposal would be marginally effective.
- 5-10 = **Acceptable:** Proposal shows the minimum level of adequacy and innovation needed regarding this topic but could be improved.
- 11-16 = **Good:** Proposal includes a good approach and shows above average innovation regarding this topic.
- 17-20 = **Superior:** Proposal includes an excellent approach and shows outstanding innovation regarding this topic.

3. Marketing Plan/Training/Transition Plan – Maximum 15 points

Marketing strategies for increased breakfast and lunch and meal participation/staff training/transition plan to be implemented and timeline and in school marketing to students and staff. Evaluation will be based on plan adequacy, ability to provide smooth transition between school years, innovation, and progress monitoring/assessment methodology. Maximum fifteen (15) points.

Scoring Guidelines Applicable to 3.

- 0 = **No Value:** Proposal is clearly inadequate or non-responsive regarding this topic.
- 1-3 = **Poor:** Proposal shows limited innovation regarding this topic, but there is some indication that proposal would be marginally effective.
- 4-7 = **Acceptable:** Proposal shows the minimum level of adequacy and innovation needed regarding this topic but could be improved.
- 8-11 = **Good:** Proposal includes a good approach and shows above average innovation regarding this topic.
- 12-15 = **Superior:** Proposal includes an excellent approach and shows outstanding innovation regarding this topic.

4. Company Experience – Maximum 15 points. [DISQUALIFIER]

Only companies with a minimum of five (5) years of experience with the National School Lunch/Breakfast Programs will be accepted. Only the experience within the last ten (10) years will be considered. Maximum fifteen (10) points. Florida experience given extra consideration.(up to 5 point awarded – 1 per year in Florida)

Scoring Guidelines for Company Experience

- 0 = Does not meet 5-year requirement
- 1-15 = Minimum of five years' experience

**5. Experience of On-Site Management Company Staff – Maximum 10 points.
[DISQUALIFIER]**

FSMC's top local manager (General Manager) must have a minimum of five (5) years of experience with National School Lunch/Breakfast Programs to be accepted. One (1) point will be earned for every year of experience over the five (5) year minimum for a maximum of ten (10) points. Additional consideration given for operating experience in Florida.

Scoring Guidelines of On-Site Management Company Staff

0 = Does not meet 5-year requirement

5 = Meets five year minimum

6-10 = Five Year minimum plus one for each year over the minimum – max = 10 points

6. Procurement (10 points) Specifically the quality of food to be purchased.

Scoring Guidelines for Procurement

0 = **No Value:** References indicate Proposer clearly would be ineffective or Proposer has not responded to this topic.

1-3 = **Poor:** Reference indicate Proposer would be marginally effective if selected.

4-5 = **Acceptable:** References indicate Proposer would meet the minimum level of capability needed if selected, but could be improved.

6-9 = **Good:** Reference indicate Proposer would have above average capability if selected.

10 = **Superior:** References indicate Proposer would have excellent capability if selected.

7. References - Maximum five (5) points.

Scoring Guidelines for References

0 = **No Value:** References indicate Proposer clearly would be ineffective or Proposer has not responded to this topic.

1 = **Poor:** Reference indicate Proposer would be marginally effective if selected.

2-3 = **Acceptable:** References indicate Proposer would meet the minimum level of capability needed if selected but could be improved.

4 = **Good:** Reference indicate Proposer would have above average capability if selected.

5 = **Superior:** References indicate Proposer would have excellent capability if selected.

SCORING SHEET

Criteria	Scale	Multiplier if applicable	Notes	Points Assigned
Total Fixed Meal Charge	0-25	n/a	Max 20 points. 5-point bonus awarded to lowest cost proposal	
Menus	0-20	n/a		
Marketing Plan	0-15	n/a		
Company Experience	0-15	n/a	Disqualifier	
On-Site FSMC Staff Experience	0-10	n/a	Disqualifier	
Procurement	0-10	n/a		
References	0-5	n/a		
TOTAL				

EXHIBIT A

SITE INFORMATION LIST NATIONAL SCHOOL LUNCH PROGRAM

SFA Name: DeSoto County School Board

Sponsor Number 14

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Nocatee Elementary School 4846 SW Shores Ave Arcadia, FL 34266	645	PK-5	180	148 386	B L	7:00 10:30	8:00 12:30
Memorial Elementary School 851 E Hickory Street Arcadia, FL 34266	1090	PK-5	180	351 677	B L	7:00 10:00	7:30 1:15
West Elementary School 304 W Imogene Street Arcadia, FL 34266	857	PK-5	180	165 458	B L	7:00 10:00	7:30 1:30
DeSoto Secondary School 318 N Wilson Avenue Arcadia, FL 34266	133	6-12	180	7 28	B L	9:15 12:00	9:45 1:00
DeSoto Middle School 420 E Gibson Street Arcadia, FL 34266	1185	6-8	180	139 662	B L	7:30 10:50	8:00 12:50
DeSoto County High School 1710 E Gibson Street Arcadia, FL 34266	1556	9-12	180	81 577	B L	8:00 11:40	8:30 1:12
SFSP DeSoto County High School 1710 E Gibson Street Arcadia, FL 34266	242	6-12	15 June	16 45	B L	7:30 10:45	8:00 11:15
SFSP West Elementary School 304 W Imogene Street Arcadia, FL 34266	353 178	PK-5	15 June 18 July	214 330 93 150	B L	7:45 10:45	8:15 12:15

*meal times may vary from year to year, SFSP locations and times may vary as well

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,	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

Veg	3/4 c.	Blueberries, Strawberries 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	1/2 cup Other
											x	1 cup Add'l
											x	Grains (8-8.25 oz.)
M/MA	11	1/2 Cup	1 Each	12	2 oz.	13	1 Each	14	15	4.5 oz. slice	x	VEG Weekly cup portions 1/2 cup Dark Green
G/B		1 oz.	1 oz.	1 oz.	1.5 oz.	1.5 oz.	1 oz.	1 oz.	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	x	3/4 cup Red/Orange
Fruit		1 oz.	1 oz.	1 oz.	1/2 c.	1/2 c.	1/2 c.	1/2 c.	1/2 c.	1/2 cup Peaches	x	1/2 cup Beans/Peas
		1/2 c.	1/2 c.	1/2 c.	1/2 c.	1/2 c.	1/2 c.	1/2 c.	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	1/2 cup Other 1 cup Add'l
											x	Grains (9.5 oz.)
M/MA	16	5 pieces (3 oz.)	2 oz.	17	1 Cup	18	4.66 oz.	19	20	1 Each	x	VEG Weekly cup portions 1/2 cup Dark Green
G/B		1 oz.	1/2 c.	1/2 c.	1/2 c.	1/2 c.	2 oz.	2 oz.	1.5 oz.	8" WGR Tortilla (1.5 oz. eq. grain)	x	3/4 cup Red/Orange
		1 oz.							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.									
			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,									
			x Grains (8.5 oz.)									

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)	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)	4 oz. 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 1/2 cup Fresh Apple Slices	1 cup 1 cup Pineapple Chunks	1 cup 1 cup Cinnamon Applesauce	1 cup 1 cup Grapes	x 1/2 cup Starchy
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 3/4 cup Other
			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, Blueberries, Strawberries	1 cup 1/2 cup Fresh Banana 1/2 cup 100% Apple Juice	1 cup 1 cup Fruit Cocktail	1 cup 1 cup Cantaloupe Wedges	1 cup 1 cup Pears	x 1/2 cup Starchy
Veg	1 cup 1 cup Black Beans	1-1/4 cup 2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup 1 Cup Baked Sweet Potato Fries	1 cup 1 Cup Sweet Peas	1 cup 1 Cup Green Beans	x 3/4 cup Other
		1/4 Cup Tomato Sauce				x 1-1/2 cup Add'l

	21		WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate
M/MA	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.
		1/4 cup Tomatoes	Condiments to be included,
		3/4 cup Crinkle Cut Fries	It is recommended to utilize USDA recipe to prepare menu items when applicable.

**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. = 2 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 1/2 c. 100% Pineapple Juice 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>Fresh Banana</p> <p>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</p> <p>F/V 1/2 c. Cinnamon Apples 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>			

		The breakfast menu must meet the 2023–2024 meal pattern requirements for all components.
M/MA	1 oz.	Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)
F/V	1/2 c.	Mixed Fruit
	1/2 c.	100% Orange Juice
		Condiments to be included.
		The contractor is encouraged to incorporate low sodium products.

**EXHIBIT B, PART 3
SUMMER FOOD SERVICE PROGRAM**

Food Components	Minimum Portion Sizes		
	Breakfast	Lunch or Supper	Supplement ¹ (Choose two (2) of the four (4))
<p align="center"><u>Milk</u></p> <ul style="list-style-type: none"> Milk, fluid 	1 cup (8 fl oz) ²	1 cup (8 fl oz) ³	1 cup (8 fl oz) ²
<p align="center"><u>Vegetables and/or Fruits</u></p> <ul style="list-style-type: none"> Vegetable(s) and/or fruit(s) OR Full-strength vegetable or fruit juice OR An equivalent quantity of any combination of vegetables(s), fruit(s), and juice 	<ul style="list-style-type: none"> ½ cup OR ½ cup (4 fl oz) OR ½ cup 	<ul style="list-style-type: none"> ¾ cup total⁴ (of at least 2 different vegetables and/or fruits) 	<ul style="list-style-type: none"> ¾ cup OR ¾ cup (6 fl oz) OR ¾ cup
<p align="center"><u>Grains and Breads</u>⁵</p> <ul style="list-style-type: none"> Bread OR Cornbread, biscuits, rolls, muffins, etc. OR Cold dry cereal OR Cooked pasta or noodle product OR Cooked cereal or cereal grains OR An equivalent quantity of any combination of grains/breads 	<ul style="list-style-type: none"> 1 slice OR 1 serving OR ¾ cup or 1 o⁶ OR_Z ½ cup OR ½ cup OR See Grains/Breads Instruction 	<ul style="list-style-type: none"> 1 slice OR 1 serving OR ¾ cup or 1 o⁶ OR_{oz} ½ cup OR ½ cup OR See Grains/Breads Instruction 	<ul style="list-style-type: none"> 1 slice OR 1 serving OR ¾ cup or 1 o⁶ OR_Z ½ cup OR ½ cup OR See Grains/Breads Instruction
<p align="center"><u>Meat and Meat Alternates</u></p> <ul style="list-style-type: none"> Lean meat or poultry or fish OR Cheese OR Eggs OR Alternate Protein Product⁷ OR Cooked dry beans or peas OR Peanut butter or soy nut butter or other nut or seed butters OR Peanuts or soy nuts or tree nuts or seeds OR Yogurt, plain or sweetened/flavored OR An equivalent quantity of any combination of the above meat/meat alternates 	<p align="center">(Optional at Breakfast)</p> <ul style="list-style-type: none"> 1 oz OR 1 oz OR 1/2 large egg OR 1 oz OR ¼ cup OR 2 tbsp OR 1 oz OR 4 oz or ½ cup OR_{1 oz} 	<ul style="list-style-type: none"> 2 oz OR 2 oz OR 1 large egg OR 2 oz OR ½ cup OR 4 tbsp OR 1 oz = 50%⁸ OR 8 oz or 1 cup OR_{2 oz} 	<ul style="list-style-type: none"> 1 oz OR 1 oz OR 1/2 large egg OR 1 oz OR ¼ cup OR 2 tbsp OR 1 oz OR 4 oz or ½ cup OR_{1 oz}

FOOTNOTES

- Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
- Shall be served as a beverage, or on cereal, or use part of it for each purpose.
- Shall be served as a beverage.
- Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.
- Either volume (cup) or weight (ounce), whichever is less.
- Must meet the requirements in Appendix A of the SFSP regulations.
- No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry, or fish.

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

	Breakfast Meal Pattern			Lunch Meal Pattern		
	<i>Grades K-5</i>	<i>Grades 6-8</i>	<i>Grades 9-12</i>	<i>Grades K-5</i>	<i>Grades 6-8</i>	<i>Grades 9-12</i>
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) ^h	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) ^{h,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 fat</u> 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.

EXHIBIT D

School District of DeSoto
School Board Action
February 13, 2024
APPROVED

The School District of DeSoto County

2024-2025
School Calendar

July 2024

4	Independence Day (No School)
29-31	New Teacher Orientation

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

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

January 2025

1-5	Christmas Break (No School)
6	Records Day
20	Martin Luther King Jr. Day (No School)

August 2024

1	New Teacher Orientation
5-7	Professional Learning & Teacher Workdays
8	Open House
9	Teacher Workdays
12	First Day of School

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

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

February 2025

14	Early Release Teacher Workday
	Presidents Day (No School)
17	Potential Inclement Weather Make-up Day

September 2024

2	Labor Day (No School)
18	Professional Learning & Teacher Workday

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

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

March 2025

8-10	Spring Break (No School)
21	Last Day of Quarter 3
24	Professional Learning & Records Day

October 2024

14	Last Day of Quarter 1
15	Professional Learning & Records Day

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

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

April 2025

18	Good Friday (No School)
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November 2024

22	Early Release for Students
23-30	Thanksgiving Break (No School)
25-26	Potential Inclement Weather Make-Up Days

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

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

May 2025

26	Memorial Day (No School)
29	Last Day of School
30	Records Day/Graduation

December 2024

20	Last Day of Quarter 2 Early Release for Students
21-31	Christmas Break (No School)

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

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

June 2025

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COUNT

Total Student Days	180
Total Teacher Days	190

Q1 44 days; Q2 43 days
Q3 47 days; Q4 46 days



Professional Development, Teacher Workdays, and Records Day Hours are 8:00 AM - 3:30 PM.

EXHIBIT E

Current Employee Allocation & Hours

Site	Total Number of Employees
Food Service Office	
Director (7.5 Hours)	1
Secretary/Bookkeeper (7.5 Hours)	1
Field Manager (7.5 Hours)	1
Nocatee Elementary School	
Manager (7.5 Hours)	1
Assistant Manager (6.5 Hours)	1
Food Service Worker (6.5 Hours)	3
Memorial Elementary School	
Manager (7.5 Hours)	1
Food Service Worker (6.5 Hours)	6
West Elementary School	
Manager (7.5 Hours)	1
Assistant Manager (6.5 Hours)	1
Food Service Worker (6.5 Hours)	4
DeSoto Secondary School	
Food Service Worker (6.5 Hours)	1
DeSoto Middle School	
Manager (7.5 Hours)	1
Food Service Worker (6.5 Hours)	7
DeSoto County High School	
Manager (8 Hours)	1
Assistant Manager (8 Hours)	1
Food Service Worker (6.5 Hours)	4

*number of employees are based on daily meals served.

EXHIBIT F

AD-1049

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

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

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

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

(Read instructions on page three before completing certification.)

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction;
5. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

<p>7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.</p> <p>B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:</p>	
<p>PLACE OF PERFORMANCE <i>(Street Address, City, County, State, Zip Code)</i></p>	
<p>Check <input type="checkbox"/> if there are workplaces on file that are not identified here.</p>	
<p>ORGANIZATION NAME</p>	<p>PR/AWARD NUMBER OR PROJECT NAME</p>
<p>NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)</p>	
<p>SIGNATURE</p>	<p>DATE</p>

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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.

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

Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2 in accordance with these instructions.
- (2) The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee must inform the agency of the change(s). If it previously identified the workplaces in question, see instruction (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. §812, and as further defined by 21 CFR §§ 1308.11-1308.15.
 - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
 - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

EXHIBIT G

AD-1048

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



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

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

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

(Read instructions on page two before completing certification.)

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

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

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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.

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

EXHIBIT G (Continued)**Instructions for Certification**

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

EXHIBIT H

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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

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

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

By _____
Signature of Vendor Official (Executive Director)

Date: _____

By _____
Signature of Vendor Official (Chief Financial Officer)

Date: _____

For _____
Name of Grantee (SFA)

National School Lunch Program
Title of Grant Program

EXHIBIT I

Disclosure of Lobbying Activities

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

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

EXHIBIT I (Continued)**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

EXHIBIT J

SFA Name: DeSoto County School District Sponsor Number 14

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 07/01/2026 [Mo/Day/Year], and ending 06/30/2027 [Mo/Day/Year] and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the FSMC and the SFA. The FSMC shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the contract.

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

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

\$ _____

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

3. The total cost includes direct pay items that must be funded from Food Service Program revenues but are included in the Fixed Meal Price paid per meal to FSMC, such as SFA's salary and benefits, indirect cost, and other SFA costs.
4. A meal or meal equivalent shall be calculated as follows:

A reimbursable student lunch and paid adult lunches are counted as one meal equivalent for each lunch served. A reimbursable student breakfast and paid adult breakfast are counted as one-half (.50) of a meal equivalent for each breakfast served. A reimbursable student afterschool snack is counted as one quarter (.25) of a meal equivalent. A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte sales by five dollars (\$5.00). Meal service during emergency shelter operations upon request. Dinner meal service at selected locations upon request.

Name of FSMC

FSMC Address

EXHIBIT J (Continued)

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 (1) year and may be renewed by mutual agreement for four (4) additional one (1) 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

EXHIBIT K

DISTRICT SCHOOL BOARD OF DESOTO COUNTY
 STATEMENT OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - SPECIAL REVENUE
 FUNDS - FOOD SERVICES

Exhibit K-2
 FDOE Page 4
 Fund 410

For the Fiscal Year Ended June 30, 2023

REVENUES	Account Number	
<i>Federal :</i>		
Miscellaneous Federal Direct	3199	
<i>Federal Through State and Local:</i>		
School Lunch Reimbursement	3261	2,408,934.28
School Breakfast Reimbursement	3262	413,187.84
Afterschool Snack Reimbursement	3263	
Child Care Food Program	3264	
USDA-Donated Commodities	3265	389,531.94
Cash in Lieu of Donated Foods	3266	
Summer Food Service Program	3267	48,365.00
Fresh Fruit and Vegetable Program	3268	
Other Food Services	3269	
Federal Through Local	3280	
Miscellaneous Federal Through State	3299	
Total Federal Through State and Local	3200	3,260,019.06
<i>State:</i>		
School Breakfast Supplement	3337	13,162.00
School Lunch Supplement	3338	23,196.00
State Through Local	3380	
Other Miscellaneous State Revenues	3399	
Total State	3300	36,358.00
<i>Local:</i>		
Interest on Investments	3431	6,363.11
Gain on Sale of Investments	3432	
Net Increase (Decrease) in Fair Value of Investments	3433	
Gifts, Grants and Bequests	3440	
Student Lunches	3451	
Student Breakfasts	3452	
Adult Breakfasts/Lunches	3453	11,328.85
Student and Adult à la Carte Fees	3454	13,184.87
Student Snacks	3455	
Other Food Sales	3456	
Other Miscellaneous Local Sources	3495	6,543.17
Refunds of Prior Year's Expenditures	3497	
Total Local	3400	37,420.00
Total Revenues	3000	3,333,797.06

ESE 348

EXHIBIT K (Continued)

DISTRICT SCHOOL BOARD OF DESOTO COUNTY
 STATEMENT OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - SPECIAL REVENUE
 FUNDS - FOOD SERVICES (Continued)
 For the Fiscal Year Ended June 30, 2023

Exhibit K-2
 FDOE Page 5
Fund 410

EXPENDITURES (Functions 7600/9300)	Account Number	
Salaries	100	1,032,192.37
Employee Benefits	200	527,604.67
Purchased Services	300	98,885.97
Energy Services	400	120,144.09
Materials and Supplies	500	1,650,482.86
Capital Outlay	600	5,297.81
Other	700	93,998.91
Other Capital Outlay (Function 9300)	600	119,358.46
Total Expenditures		3,647,965.14
Excess (Deficiency) of Revenues Over Expenditures		(314,168.08)
OTHER FINANCING SOURCES (USES) and CHANGES IN FUND BALANCES		
Loans	3720	
Sale of Capital Assets	3730	
Loss Recoveries	3740	
<i>Transfers In:</i>		
From General Fund	3610	
From Debt Service Funds	3620	
From Capital Projects Funds	3630	
Interfund	3650	
From Permanent Funds	3660	
From Internal Service Funds	3670	
From Enterprise Funds	3690	
Total Transfers In	3600	0.00
<i>Transfers Out: (Function 9700)</i>		
To General Fund	910	
To Debt Service Funds	920	
To Capital Projects Funds	930	
Interfund	950	
To Permanent Funds	960	
To Internal Service Funds	970	
To Enterprise Funds	990	
Total Transfers Out	9700	0.00
Total Other Financing Sources (Uses)		0.00
Net Change in Fund Balance		(314,168.08)
Fund Balance, July 1, 2022	2800	1,365,718.62
Adjustments to Fund Balance	2891	
<i>Ending Fund Balance:</i>		
Nonspendable Fund Balance	2710	101,499.52
Restricted Fund Balance	2720	950,051.02
Committed Fund Balance	2730	
Assigned Fund Balance	2740	
Unassigned Fund Balance	2750	
Total Fund Balances, June 30, 2023	2700	1,051,550.54

EXHIBIT K (Continued)

Under this RFP all current District employees that are fully vested in FRS will have the opportunity to remain a District employee or apply for a position with the FSMC. If the employee is not fully vested, they shall need to apply for a position with the FSMC and be interviewed for employment, the District's expectation is that all existing employees will have employment offers. There will be no employee positions cut, no pay or hours decreased.

FRS Vesting:

Pension option:

Fully vested after 8 years if hired after 7/1/2011

Fully vested after 5 years if hired before 7/1/2011

Investment option:

Fully vested after 1 calendar year of employment

The following figure represents FY 2024-2025 which can be utilized to approximate a total cost for salaries and benefits should all current District employees make their own choice to change employment to the FSMC:

\$3,067,842.18

EXHIBIT L
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

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

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

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

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

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

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

By _____

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

Notary Public (Signature)

My Commission Expires:

EXHIBIT M
(Sample Invoice)

To: DeSoto County School Board

Terms	Due	Customer No.	Invoice		
No. Description:					
<hr/>					
		Number of Meals	x	multiplier	= Total
					<u>Meal Equivalents</u>
Category:					
Student full paid Adult Lunches		2223	x	1.00	\$2,223.00
Student and full paid Adult Breakfasts		528	x	.50	264.00
Student after school snack		750	x	.25	187.50
A' la carte Food Sales:		\$4,080.61	/	\$3.00	1,360.20 (rounded)
(includes vending machine sales)					
Total Meals and Meal Equivalents					\$4030.70
November meals and equivalents		4034.70	x	Fixed price	= Total (rounded)
Less Credit for Commodities Received					() subtract
Less Credit for District Labor & Benefits					() subtract
Less Credit for District Indirect Cost					() subtract
Less Credit for District Other Cost					() subtract
<hr/>					
Total Amount due:					\$0.00

Invoices submitted by the FSMC shall follow this format or agreed upon format, submitted on the schedule as outlined in the RFP

**EXHIBIT N
A' La Carte and Adult Meals**

Fund	Fund	Source	Revenue Source	2024-2025 FYTD Activity
4100	FOOD SERVICES	3453	ADULT BREAKFASTS/LUNCHES	\$11,909.3
4100	FOOD SERVICES	3454	STUDENT & ADULT A LA CARTE	\$21,664.07
				\$33,573.37

EXHIBIT O
Proof of Completion of FNW Vendor Training
(Attach Certificate)

Food Service Management Company (FSMC) Monitoring Tool

As required in 7 CFR 210.16(a)(3), sponsors must monitor the food service operation through periodic on-site visits. At a minimum of twice a year, a sponsor official must conduct a monitoring visit of *each* school food service site. Complete a copy of this form for each site monitored and **keep it with the FSMC records**.

Sponsor Name: DeSoto County School Board Site Name _____

FSMC Name: _____ Date of Review: _____

Original Year of Contract: _____ Renewal Year (1,2,3,4): _____

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

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

15. Is FSMC complying with Buy American Requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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Financial Accountability Procedures	Yes	No	N/A	Comments
1. Do the school food service daily income records accurately reflect the revenue received by meal type? (Student meals, adult meals, a la carte, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Do the school food service daily meal count record forms accurately reflect the counts of student and adult meals by meal type and eligibility category?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are all records being maintained that are needed to support the Claim for Reimbursement, reports with claim information (promptly at the end of each month), and meal count records for meals not covered by the Claim, such as adult meals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are all invoices monitored to assure the FSMC invoices per the current pricing agreement indicated in the contract or addendum and have not double-invoiced or included costs which are not allowed by the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Do the records show a la carte, adult, and other food sales are being invoiced at the meal equivalency rate or accurately per the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Are all discounts, rebates, and credits for food and supplies received, where applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Sanitation and Safety Procedures	Yes	No		Comments
1. Are facilities and equipment adequately maintained for safety and sanitation?	<input type="checkbox"/>	<input type="checkbox"/>		
2. Do employees practice safe food handling procedures?	<input type="checkbox"/>	<input type="checkbox"/>		
3. Is a Food Safety (HACCP) plan available at the serving site?	<input type="checkbox"/>	<input type="checkbox"/>		
4. If yes, is the plan being implemented?	<input type="checkbox"/>	<input type="checkbox"/>		
5. Has the plan been reviewed annually and revised as needed?	<input type="checkbox"/>	<input type="checkbox"/>		
6. Are health licenses maintained as required by the contract?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Sponsor responsibility <input type="checkbox"/> FSMC responsibility
7. Are food safety training requirements for FSMC employees being met?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Sponsor responsibility <input type="checkbox"/> FSMC responsibility

Other Contractual Requirements	Yes	No	N/A	Comments
1. Has the advisory committee of parents, students and teachers met to assist in menu planning? (Attach documentation - Agendas, Surveys, Taste Testing Results, etc.)	<input type="checkbox"/>	<input type="checkbox"/>		
2. If recommendations or concerns were provided at the meetings, has the FSMC implemented recommendations or addressed the concerns brought forth by the advisory committee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. If the Sponsor has requested that the FSMC representative participate in the advisory committee meetings has the FSMC complied with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

4. Have all corrections been made as required if problems were noted during a sponsor review, the administrative review, or a program audit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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Other Contractual Requirements Cont.	Yes	No	N/A	Comments
5. Is the FSMC performing any school special functions or catering outside the nonprofit school food service operations? List functions in the additional comments section.	<input type="checkbox"/>	<input type="checkbox"/>		
6. If yes to the above, is there a method to identify which account will be charged for the Sponsor's special functions or catering conducted, that is not the nonprofit school food account?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the FSMC performing any special functions or catering for any other businesses or organizations? (Any external catering- not for the benefit of the sponsor requires a separate contract.)	<input type="checkbox"/>	<input type="checkbox"/>		
8. Is the FSMC adhering to the Sponsor's free and reduced priced policy statement?	<input type="checkbox"/>	<input type="checkbox"/>		

Staffing and Professional Development	Yes	No		Comments
9. Is FSMC complying with Professional Standards requirements for its employees?	<input type="checkbox"/>	<input type="checkbox"/>		
10. Is FSMC providing appropriate and timely training for FSMC staff? List training in comments section at end of monitoring form.	<input type="checkbox"/>	<input type="checkbox"/>		

Renewal Contracts	Yes	No	N/A	Comments
11. Do all the invoices match the prices with the current renewal addendum prices?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Did the renewal adhere to the meal rate increases as permitted in the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

USDA Foods	Yes	No	N/A	Comments
13. Did the FSMC credit the full value of all donated foods received for use in the meal service as required by contract requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. Is the FSMC complying with contract requirements that the procurement of processed end products on behalf of the recipient agency, as applicable, complies with the requirements in subpart C of 7 CFR 250 and with the provisions of the distributing or recipient agency processing agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comments:

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

Name of Sponsor's Monitoring Official

Title

Signature of Sponsor's Monitoring Official

Date

Name of FSMC Official

Title

Signature of FSMC Official

Date