

THE SCHOOL BOARD OF HENDRY COUNTY, FLORIDA  
Purchasing Department  
P.O. Box 1980  
LaBelle, Florida 33975

REQUEST FOR PROPOSAL (RFP)  
SCHOOL FOOD SERVICE MANAGEMENT OPERATIONS  
RFP NO: 26-00004

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-0508-0002508-11-28-17Fax2Mail.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](mailto: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 Hendry County School District (HCSD), 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), 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. Hendry County School District

(SFA/sponsor) is a public, school located in Labelle, Florida. The Hendry County School District (HCSD) 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 HCSD of Hendry County, 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. Hendry County School Board is a public school district located in Hendry County, Florida. The Hendry 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 have 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 participation at all levels:
  - 1. Improve the level of food quality at each service point,
  - 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 routinely and continuously gather input 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 \$500,000 fund balance, including the annually approved indirect cost rate, for the SFA food service operation for school year 2025- 2026 and beyond. The food service management program is presently monitored by the HCSD. The program encompasses all aspects of food service operations for all schools within the HCSD. For the purposes of this Request for Proposal (RFP), HCSD will be synonymous with the SFA.

## 1.2 About the District

- The Hendry County School District Administrative office is located in Labelle, Florida.
- There are 12 schools located throughout the District.
- The current K-12 student population is approximately 7,594 in Hendry County Schools. There are approximately 1,115 employees currently employed by the school district.

## 1.3 Pre-Proposal Conference

A mandatory pre-proposal conference for all potential Proposers will be held on January 12, 2026, at 8:00 a.m., at Upthegrove Elementary School, 280 N. Main Street, Labelle, FL. Attendance at the mandatory pre-proposal conference will be evidenced by the potential Proposer's representative's signature on the attendance roster. FSMCs will have the opportunity to ask questions relating to the food service program;

therefore, potential Proposer’s representatives are urged to attend to ask any questions and seek any clarification needed to assist with preparation and submission of any potential proposal. Questions not addressed at the mandatory pre-proposal conference must be submitted in writing via email to Jason Adams, Chief Financial Officer, [adamsj@hendry-schools.net](mailto:adamsj@hendry-schools.net), Jose Manuel Soto, Food Service Director, [sotoma@hendry-schools.net](mailto:sotoma@hendry-schools.net), and Brandynn Arrieta, Procurement Specialist, [arrietab@hendry-schools.net](mailto:arrietab@hendry-schools.net) by January 26, 2026 at 3:00 p.m. Written responses to all questions will be on the District website and available to all potential vendors by January 30, 2026.

1.4 Anticipated Time Schedule: Subject to change

Activity	Date
Release/Posting of RFP	January 8, 2026
Mandatory Pre-Proposal Conference	January 12, 2026 @ 8:00 a.m. EST
Deadline for Questions/Requests for Information: 3:00 p.m. EST	January 26, 2026 @ 3:00 p.m. EST
Release of Official Response to Questions	January 30, 2026
Proposals Due: 3:00 p.m. EST	February 5, 2026 @ 3:00 p.m. EST
Public Bid Opening: 10:00 a.m. EST 111 Curry Street, LaBelle, FL 33935	February 6, 2026 @ 10:00 a.m. EST
Evaluation Committee Meeting(s) time & location TBD	February 25, 2026
Interviews/Presentations (If requested by the Evaluation Committee)	March 11, 2026
Committee’s Recommendation/Rankings submitted to School Superintendent	March 23, 2026
FDACS Review and Approval	March 30, 2026-April 10, 2026
Contract Submitted to School Board for Final Board Action	May 19, 2026
FSMC Contracts Begins	July 1, 2026
Food Service Will Begin On	August 2026 (start of school year)

1.5 Receipt of Proposals

Proposals must include a \$50,000 proposal Bond.

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for School Food Service Management Operations, RFP 26-00004. Sealed proposals will be received until 3:00 p.m. EST on February 5, 2026 in the District's Purchasing Department located at 111 Curry Street, Labelle, FL 33935. The

mailing address is: P.O. Box 1980, Labelle, FL 33975, Attn: Brandynn Arrieta. The official clock for the purpose of receiving proposals is located in the District's Purchasing Department. All proposals must be date and time stamped by the official clock. Proposals will be opened in the District's Purchasing Department after the deadline for receiving proposals. Any proposal received in the District's Purchasing Department after the deadline indicated above will be date and time stamped and will not be opened. It is the Proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline. RFPs will be publicly opened. Only names of timely respondents will be read at this time. All RFPs submitted shall become public record upon an announcement of a recommended award.

1.6 Submission of Proposal

Provide one original with manual signatures and five (5) copies of the proposal (for a total of 6 hard copies), plus one USB of the entire document suitable for sharing unredacted. The word "ORIGINAL" shall be plainly stated on the original proposal documents. All proposals may be submitted in one package. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the Districts deems appropriate. The cost of preparing and submitting proposal is the sole responsibility of the Proposer. Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the proposal. Responsibility for errors or omissions on the part of the respondents will not be assumed by the District. The required Proposal Acknowledgement Form (page 1) must be signed by an officer or agent of the proposing firm who is empowered to contractually bind the firm. Proposals not conforming to the instructions provided herein may be subject to disqualification.

1.7 District Contact/Inquiries

This RFP is issued by the District. The District is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP and requests for site visits must be addressed by email only to:

Jason Adams, Chief Financial Officer  
Email: [adamsj@hendry-schools.net](mailto:adamsj@hendry-schools.net)

Jose Manuel Soto, Food Service Director  
Email: [sotoma@hendry-schools.net](mailto:sotoma@hendry-schools.net)

Brandynn Arrieta, Procurement Specialist  
Email: [arrietaa@hendry-schools.net](mailto:arrietaa@hendry-schools.net)

Responses to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation. No phone calls may be accepted.

1.8 Questions/Request for Information

The deadline for submission of written questions is January 26, 2026 by 3:00 p.m. EST. After this date and time, no additional questions will be accepted. Written questions from potential Proposers will be accepted by email only and posted online as an addendum at [www.hendry-schools.org](http://www.hendry-schools.org) and [www.Demandstar.com](http://www.Demandstar.com). Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the vendor at its own risk to ensure that written questions will be submitted by the deadline indicated above. Prospective Proposers shall not contact any member of the Hendry County School Board, Superintendent, or District staff regarding this RFP prior to award except as specifically authorized and enumerated herein. Any such contact shall be cause for rejection of your proposal.

SECTION 2

## GENERAL TERMS AND CONDITIONS

NOTE: The following general instructions may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all Proposers are urged to review these instructions in detail before submitting their proposals. These are general instructions for RFP procedures only for the School Board of Hendry County, Florida, and can be superseded by Special Conditions and Specifications attached hereto or by Addendums.

1. **General:** Upon award of this Request for Proposals (RFP), the resulting agreement may, by mutual written consent of both parties, be renewed or extended for additional terms or quantities. All original terms and conditions shall remain in effect for any renewal or extension period.

This agreement applies solely between the School Board of Hendry County, Florida ("District") and the awarded Food Service Management Company ("FSMC"). It may not be used, adopted, referenced, or relied upon by any other entity, governmental agency, or school district. The District shall not enter into, nor allow, any "piggyback," cooperative use, shared procurement, or similar arrangement under this contract. Any such use is unauthorized and void.

All renewals, extensions, or amendments to this contract must be executed in writing and approved by both parties prior to the expiration of the current term.

2. **PROPOSER'S RESPONSIBILITY:** Before submitting their proposal, each Proposer is required to carefully examine the RFP specifications and to completely familiarize themselves with all the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve them of any of the obligations and responsibilities which are part of the RFP. It is the Proposer's responsibility to monitor the District website to view current solicitation opportunities and supporting RFP documents such as addenda(s), tabulation sheets, notice of action, and notice to award.
3. **RFP OPENING AND FORM:** RFP openings will be public on the date and time specified on Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the proposals only, details concerning pricing or the offering will not be announced.
4. **PUBLIC RECORDS LAW:** Pursuant to Section 119.071(1) F.S. proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until documents or other materials submitted by all Proposers in response to this RFP will in accordance with Chapter 119, F.S., be open for inspection by any person except as may otherwise be provided by law.
5. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL: THE DISTRICT TAKES ITS PUBLIC RECORDS RESPONSIBILITIES, AS PROVIDED UNDER CHAPTER 119, F.S. AND ARTICLE 1, SECTION 24 OF THE FLORIDA CONSTITUTION, VERY SERIOUSLY. IF RESPONDENT CONSIDERS A PORTION OF THE DOCUMENTS, DATA OR RECORDS SUBMITTED IN RESPONSE TO THIS SOLITATION TO BE CONFIDENTIAL, TRADE SECRETS OR OTHERWISE NOT SUBJECT TO DISCLOSURE PURSUANT TO CHAPTER 119, F.S., THE FLORIDA CONSTITUTION OR OTHER AUTHORITY, THEN IT IS THE RESPONDENT'S RESPONSIBILITY TO MARK EACH PAGE CONTAINING CONFIDENTIAL INFORMATION AS CONFIDENTIAL AND TO ENSURE SUCH CONFIDENTIALITY PROTECTIONS ARE TIMELY AND PROPERLY TAKEN IN THE SUBMISSION IN FULL ACCORDANCE WITH FLORIDA LAW. RESPONDENT MUST ALSO**

**SIMULTANEOUSLY PROVIDE THE DISTRICT WITH A SEPARATE REDACTED COPY OF ITS RESPONSE. THIS REDACTED COPY SHALL CONTAIN THE DISTRICT'S SOLICITATION NAME NUMBER, AND THE NAME OF THE RESPONDENT ON THE COVER, AND SHALL BE CLEARLY TITLED "REDACTED COPY". THE REDACTED COPY SHALL BE PROVIDED TO THE DISTRICT AT THE SAME TIME RESPONDENT SUBMITS ITS RESPONSE TO THE SOLICITATION AND MUST ONLY EXCLUDE OR OBLITERATE THOSE EXACT PORTIONS WHICH ARE CLAIMED CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET. RESPONDENT SHALL BE RESPONSIBLE FOR DEFENDING ITS DETERMINATION THAT THE REDACTED PORTIONS OF ITS RESPONSE ARE CONFIDENTIAL, TRADE SECRET OR OTHERWISE NOT SUBJECT TO DISCLOSURE. FURTHER, RESPONDENT SHALL PROTECT, DEFEND, AND INDEMNIFY THE DISTRICT FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO RESPONDENTS DETERMINATION THAT THE REDACTED PROTIONS OF ITS RESPONSE ARE CONFIDENTIAL, PROPRIETARY, TRADE SECRET OR OTHERWISE NOT SUBJECT TO DISCLOSURE. IF RESPONDENT FAILS TO SUBMIT A REDACTED COPY WITH ITS RESPONSE, THE DISTRICT IS AUTHORIZED TO PRODUCE THE ENTIRE DOCUMENTS, DATA OR RECORDS SUBMITTED BY RESPONDENT IN ANSWER TO A PUBLIC RECORDS REQUEST FOR THESE RECORDS.**

- 6. LAWS AND REGULATIONS:** Proposers will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Proposers agree not to discriminate against any employee or applicant for employment in accordance with state and federal laws. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance, or enforcement shall be governed and construed in conformance to the laws of State of Florida.
- 7. LICENSES AND PERMITS:** The Proposer shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the RFP specifications. The Proposer shall save and hold harmless the District as a result of any infraction of the aforementioned.
- 8. ACCESS TO RECORDS AND RECORDS RETENTION:** The Proposer agrees that the District, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Proposer, Contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.
- 9. WARRANTY:** In all cases, Proposer must submit a sample of actual factory written warranty guarantee; unless otherwise specified or in the absence of same guarantee the Board will assume product is guaranteed for a minimum period of one year from date of installation and/or delivery. Maintenance and/or service agreements that take effect upon expiration of the warranty period and for which there will be separate charges, must be outlined in the quote and approved by the Board or its authorized agent in advance. Payment cannot be in advance; all payments will be in arrears. All products, equipment, merchandise, and miscellaneous material bid and/or ordered must be the latest manufacturer's model and design. Immediate service and parts be availability must be guaranteed for a minimum of five (5) years. Products not manufactured in the U.S.A. must be noted as foreign and state the country of origin. Failure to do so may subject the RFP to disqualification. Maintenance, repair service, and local parts availability are also essential; therefore, Proposers on machinery, equipment and/or

tools should furnish parts catalog and price list, as well as applicable repair manual. The Board reserves the right to delve into availability, efficiency, and quality of service before making final evaluation a decision. All plumbing components, i.e., fixtures, fittings, storage tanks, and other related appurtenance shall be certified lead-free as defined in the Lead Contamination Control Act of 1988, Publication #L100-572. All furniture, machinery, equipment, and/or tools must comply with 0.5.1-1A., U.L., all safety regulations and other standards for educational use in public schools as required by the U.S. regulations and other standards for educational use in public schools as required by the U.S. Government, State of Florida, Hendry County, and/or local municipality. This includes various safety accessories and it is the Vendor's responsibility to meet the necessary requirements. All plastic, laminates, etc., must meet minimum N.E.M.A specifications. All products containing asbestos are prohibited.

- 10. MATERIAL SAFETY DATA SHEETS:** The District requires that Material Safety Data Sheet (MSDS) be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. The MSDS shall accompany the product shipment. MSDS sheets must also be submitted to the District's Purchasing Department for any chemical or toxic substance or equipment which uses same prior to a recommendation for award. Failure to submit the required MSDS sheet(s) within forty-eight (48) hours or request may render the proposal non-responsive. This information must be provided in compliance with Florida's Right-To-Know Law.
- 11. BRAND NAMES & SAMPLES:** Where a definite product is specified, it is not the intention of the School Board to discriminate against any approved equal product of another manufacturer, but is intended that a definite standard be established. The determination as to whether any alternate product or service is or is not equal shall be made by the School Board or its representative and such determination shall be final and binding on all Proposers. Alternates will be considered. Any deviations from the attached specifications must be explained in detail; otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful Proposer will be held responsible therefore. This does not countermand any requests for submittals. When requested, samples, specification sheets, brochures, etc., will be furnished at the Proposer's expense, tagged and labeled with Proposer's name, item number and RFP number.
- 12. ALTERNATIVE PROPOSALS:** Only one alternate per item number as close to specifications as possible will be allowed. If more than one alternate on an item is submitted, the RFP for that entire item number will not be considered.
- 13. ITEM SUBSTITUTIONS:** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the Vendor's or manufacturer's inventory then the successful Proposer must provide written notification from the manufacturer that the item has been discontinued. The Vendor must file a written request with the District's Purchasing Department and be granted approval to substitute, in writing, before any substitute can be made. Request to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.
- 14. PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Hendry County, Florida to a secure area or inside delivery. All prices, including total, must include any and all discounts. In the event of any discrepancy, unit price will prevail.

- 15. TAX EXEMPT:** For contracts relating solely to the purchase of equipment, materials or supplies no taxes shall be included in the proposal price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption #858013927977C-8 appears on the purchase order. For contracts relating to the purchase of construction services which include the Contractor providing equipment, materials or supplies, sales tax will be payable by the Contractor on all such products purchased. The School Board sales tax exemption does not apply to construction contractors who are required to provide equipment, materials or supplies as part of their contract with the School Board. If the Contractor intends to recover sales tax from the School Board under the contract, all such amounts must be included in the proposal price.
- 16. INVOICING:** The selected Proposer approved by the School Board will have five (5) business days from the Board's approval date to furnish the Hendry County School District with the successful Proposer's current W-9 and a completed vendor application. Such documents must be received by the District prior to any purchase order being issued to the awarded Vendor. The awarded Vendor will also be required to submit invoices that reference valid purchase order numbers on all requests for payment. Unless other arrangements are approved, invoices, in duplicate, shall be mailed directly to The School Board of Hendry County, c/o Accounts Payable, P.O. Box 1980, Labelle, FL 33975. A separate invoice must be received for each purchase order number. It is the sole responsibility of the awarded Vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this RFP shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders.
- 17. PAYMENT:** The School Board will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the Vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists, and correspondence.
- 18. ASSIGNMENTS:** Any contract or purchase order issued pursuant to this RFP, and any monies which may become due there under, are not assignable except with the written consent of the School Board or its agent. Any requests for assignment must be directed to the District's Chief Financial Officer in writing, stating the reason for the request and any other particulars germane to the proposition.
- 19. TRANSPORTATION AND TITLE:** (A) Title to goods will pass to the District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Proposer retains the sole insurable interest in the goods. (B) The shipper will prepay all transportation charges. The District will not accept or collect freight charges. (C) No premium carriers will be used for the District's account without prior written consent of the District's Chief Financial Officer.
- 20. CLAIMS RESPONSIBILITY:** It shall be the responsibility of the Proposer to file claims for damaged or defective merchandise. In the event of receipt of merchandise with concealed damage, the Proposer will be immediately notified by phone with a follow-up letter within 24 hours of notification.

- 21. PACKING:** All shipments will include an itemized list of each package's content, and reference the District's purchase order number. No charges will be allowed for cartage or packing unless agreed upon by the District prior to shipment.
- 22. RISK OF LOSS:** The Proposer assumes the following risks: (A) all risks of loss or damage to all goods, works in process, materials and equipment until delivery thereof as herein provided; (B) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (C) all risks of loss or damage to any property received by the Proposer or held by the Proposer or its suppliers for the account of the School District, until such property has been delivered to the School District; (D) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Proposer until redelivery thereof to the School District.
- 23. CONFLICT OF INTEREST:** Any award under this RFP is subject to the provisions of Chapter 112, F.S. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all Proposers must disclose the name of any School Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.
- 24. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Pursuant to the provisions of Section 287.133(2)(a) F.S., 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public of a public building or public work, may not submit bids on leases of real property to a public entity, 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 F.S. for Category 2 for a period of 36 months from the date of being placed on the "Convicted Vendor List".
- 25. PATENTS AND COPYRIGHTS:** Proposer agrees to indemnify and save harmless the District, its officers, employees, agents, or representatives using the goods specified herein for any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copyright by reason of the buying, selling or using the goods supplied under this proposal, and will assume the defense of any and all suits and will pay all costs and expenses related thereto including, but not limited to, attorney fees, court costs and expert fees.
- 26. PREFERENCE FOR A DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program in accordance with Section 287.087 F.S. In order to receive preference, a signed certification of compliance must be submitted with the RFP response.
- 27. NOTICE TO PROPOSER:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 247A (E) of the Immigration and Nationalization Act. If the Proposer knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
- 28. INSURANCE AND INDEMNIFICATION:** Proposer shall protect, defend, indemnify and hold the School Board, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, an

expert fees), of any nature whatsoever arising out of or incident to any awarded contract or Proposer's officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death, or damage is caused by the sole negligence of the School Board. The School Board shall give Proposer reasonable notice of any such claims or actions. Proposer, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School Board. The provisions of this section shall survive the expiration or earlier termination of any awarded contract. The Proposer will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board, and will, at the request of the School Board, supply certificates evidencing such coverage and listing the School Board as "Additional Insured" on said policies.

**29. LEVEL 2 SCREENING REQUIREMENTS:** The following provisions which implement the requirements of Sections 1012.465, 1012.467 and 1012.468 F.S. shall be added as additional terms and conditions of any awarded contract. In accordance with Section 1012.465 F.S., all contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present: who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32 F.S., unless otherwise exempted from such requirements by Section 1012.467 or 1012.468 F.S. A level 2 screening includes conducting a background check and filing with the Hendry County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized School District agent trained to take fingerprints. The Proposer shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Proposer and its employees. Any personnel of the Proposer discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, F.S. (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or School sponsored activities when students are present, or to have access to School District funds. It is the responsibility of the Proposer to assure compliance with this requirement. Proposer agrees that in the event the Proposer or any employee is convicted of or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04 F.S., the Proposer will notify the School Board within 48 hours of such. The parties agree that the Proposer's failure to perform any of the duties described in this addendum will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Proposer agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Proposer's failure to comply with the requirements of this addendum or Sections 1012.32, 1012.465, 1012.467 and 1012.468 F.S. All contractors, vendors, individuals, and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Hendry County School District Fingerprinting office for clearance onto school property. Contact the Hendry County School District Fingerprinting Office at (863) 674-4550 for additional information on screening and clearance procedures.

**30. PROPOSER CONDUCT WHILE ON SCHOOL BOARD PROPERTY:** Proposer and Proposer's employees shall abide by School Board Policies, "Drug Free Workplace Act of 1988", "Tobacco-Free School District," and "School Board Dress Code".

**31. TERMINATION OF CONTRACT:** The School Board, by written notice to the Proposer, may terminate the Contract or proposal, with or without cause, in whole or in part when the School Board determines in its sole discretion that it

is in the School Board's interest to do so. The District will notify the Proposer of the intent to terminate, in writing, at least sixty (60) days prior to the effective date of termination, and the contract will officially terminate at the end of the sixty (60) day grace period. The Proposer shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Proposer shall not be entitled to recover any cancellation charges or lost profits.

**32. FAILURE TO PERFORMANCE/DELIVERY:** In case of default by the Proposer after award of RFP, the District after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Proposer responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the Proposer from the District's bid list for the period of one (1) year, at the option of District Officials.

**33. RFP RESULTS:** The School Board holds regular meetings on the second and fourth Tuesday of each month. In accordance with the Florida Administrative Procedure Act, all RFP recommendations are posted on the District's website for a minimum of 72 hours preceding the Board meeting at which official action will be taken. Interested parties may obtain actual posting dates of RFP recommendations from the District's Finance Department; however, individual recommendations will not be given over the telephone due to the length of time involved.

**34. PROTESTS:** All Proposers are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of the Board policy is posted in the District's Finance Department for review. Copies may also be obtained upon request. Failure to file a protest within the time prescribed in Section 120.57(3) F.S., failure to post the bond or other security required by law within the time allowed for filing a bond, or failure to follow any other bid protest requirements in the District's Policy Manual shall constitute a waiver of all protest rights, including a waiver of proceedings under Chapter 120, F.S.

**35. PROPOSAL PREPARATION COSTS:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP.

**36. TERMS OF AGREEMENT:** All subsequent agreements as a result of an award hereunder shall incorporate all terms, conditions, and specifications contained herein, and in response hereto, unless mutually amended in writing.

**37. Extension of Contract (If Applicable):** In addition to any extension options contained herein, the Hendry County School Board is granted the right to extend any award resulting from this solicitation for the period of time necessary for the School Board to release, award, and implement a replacement solicitation for the goods, products, and/or services provided under this contract.

Such extension shall be upon the same prices, terms, and conditions as existing at the time of the School Board's exercise of this extension right. The period of any extension under this provision shall not exceed six (6) months from:

- (a) the termination date of an agreement entered into as a result of this solicitation, or
- (b) the termination date under any applicable period of extension.

When a subsequent contract award process for the same goods or services is delayed due to the filing of a formal written protest, the School Board reserves the right to extend any contract awarded under this solicitation for the goods

or services contained in the subsequent solicitation that is being protested. Such extension shall remain in effect until such time as the new award under protest is approved by the School Board.

**38. REJECTION OF PROPOSAL:** Proposals that do not conform to the requirements of this RFP shall be rejected.

Proposals may be rejected for reasons stated herein, including those that include, but are not limited to the following:

The Proposal was received after the submission deadline;

The Proposal was not signed by an authorized representative of the FSMC;

The Proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP;

The Proposal was incomplete or contained significant inconsistencies or inaccuracies.

**38. 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.

**39. DEVIATIONS OR EXCEPTIONS:** Deviations or exceptions to the specifications provided in the RFP may not be considered.

**40. 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.

**41. 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.

**42. 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.

**43. PROHIBITION OF GRATUITIES**

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

**44. FSMC RESEARCH:**

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

**45. CONDITIONS FOR ACCEPTANCE:**

FSMCs must submit a proposal meeting the requirements of the RFP to include the required attachments and certifications signed by the authorized official. As a condition of acceptance and prior to contract award, the selected FSMC shall:

1. Participate in training covering food-service operations, reporting standards, food safety and sanitation procedures, USDA meal pattern compliance, and recordkeeping expectations.
2. Ensure that all management and on-site personnel assigned to the District complete mandatory training in Hazard Analysis Critical Control Point (HACCP) procedures, civil rights compliance, and USDA Child Nutrition Program regulations before assuming operational duties.
3. Provide documentation of training completion and maintain records for audit and review by the District and State Agency.
4. Acknowledge in writing that failure to complete required training or to maintain qualified staff may result in contract termination for cause.

All proposals must demonstrate the FSMC's ability and intent to comply with these requirements. Acceptance of a proposal shall not occur until verification of training readiness and certification compliance has been completed by the District.

**46. PROPOSAL COMPUTATION METHOD:**

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

**47. 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 are 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.

**SECTION 3**  
**SCOPE OF WORK**

**Hendry County School District is requesting proposals for the management of its Nonprofit School Food Service Programs for the National School Lunch and Breakfast Programs, including the Summer Feeding Program.**

The Hendry County School District (SFA) seeks to contract with a Food Service Management Company (FSMC) to operate the following food services: National School Lunch Program, School Breakfast Program, and After school snack and Supper Program, Summer Feeding, catering, and vending to other schools. This Request for Proposal (RFP) is intended to provide a basis for selection for a FSMC. The selected FSMC will be responsible for the management of the food services staff, quality control, inventory management, commodity inventory receiving and tracking, training and development of staff, operational and technical support as well as any other related professional services that deals with the non-profit School Food Service Programs for the National School Lunch and Breakfast Programs. In submitting a proposal, the Proposer agrees that it will perform the work described in their RFP proposal and agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or government agency. The interested Proposer acknowledges that the Hendry County School District has no obligation to contract, unless, in its sole opinion, it is in its best interest to do so.

**The goal of the Food Service Program is to provide nutritionally balanced meals of high quality and variety to students at an economical price in an attractive, appealing and friendly environment. Primary District objectives are:**

- To increase student meal participation at breakfast and lunch through enhanced food offerings and food presentation;
- To provide high quality food at each service point;
- To upgrade equipment and facilities, as required;
- To provide a variety of menu choices to meet dietary requirements arising from medical and/or religious restrictions;
- To provide marketing strategies in the dining facility to promote healthier eating habits;
- To provide student and parent meal surveys to determine overall level of customer satisfaction.

- 3.1 The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- 3.2 The food service operation shall be managed to promote maximum participation in the Child Nutrition Programs.
- 3.3 The FSMC shall have the exclusive right to manage the Child Nutrition Programs (to include NSLP, SMP SBP, FFVP and/or SFSP) at the sites specified on Attachment 1 and 2.
- 3.4 The FSMC will provide food services to each site as specified in Attachment 1 and 2.
- 3.5 The SFA may add or remove sites and/or meal periods for existing programs to Attachment 1 and 2 at any time during each Contract Term unless the addition or removal sites and/or meal periods creates a material or substantive Contract change. Changes will primarily be to summer feed sites.
- 3.6 The SFA reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.

- 3.7 The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the SFA in any fashion.
- 3.8 The FSMC shall conduct the food service operation to ensure compliance with the rules and regulations of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs.
- 3.9 The SFA shall be legally and financially responsible for the conduct of the food service operation and shall supervise the food service to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs.
- 3.10 The FSMC shall, to the maximum extent possible, purchase and utilize in the food service program fresh, high quality, seasonal, and local Florida produce and support the SFA in Farm-to-School efforts.

**SECTION 4**  
**SCHOOL FOOD AUTHORITY RESPONSIBILITIES**

- 4.1 The SFA shall have all powers reasonably to 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.

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.

- 4.6 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 and 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 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 distribute and collect the letter and household applications for free and reduced-price meals or milk and determine eligibility of students for meal benefits.
- 4.11 The SFA shall verify applications for free and reduced-price meals and conduct any appeals or hearings for eligibility determinations.
- 4.12 The SFA shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.
- 4.13 The SFA shall be responsible for resolution of program reviews and audit findings.
- 4.14 The SFA will form a student/parent advisory board for menu planning; FSMC must participate.

## **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, 180 school days and at such times as requested by the SFA:
- 5.2.1 Breakfasts, priced per unit, which meet USDA requirements
  - 5.2.2 Lunches, priced per unit, which meet USDA requirements
  - 5.2.3 Summer Feed - The District participates in the Summer Feeding Program. The FSMC agrees that this program is part of this proposal.
  - 5.2.4 Snacks and meals and After-School Snack Program/After-Schools Meals Program (CACFP).
  - 5.2.5 Summer meals, priced per unit, which meet USDA requirements
  - 5.2.6 Milk, served to all children pursuant to the Special Milk Program
  - 5.2.7 Fresh fruit and vegetables, served to all children pursuant to the USDA Fresh Fruit and Vegetable Program

- 5.2.8 Other foods as agreed upon by the FSMC and SFA, pursuant to applicable Regulatory requirements
- 5.3 The FSMC shall serve free, reduced-price, and paid meals and/or free milk to those children
- 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 Attachment 1.
- 5.6 The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes 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.
- 5.7 The serving sizes, if applicable, provided by the SFA on the 21-day cycle menu(s) are, in most cases based on the required minimum serving sizes. If the serving sizes for the food items indicated on the menu(s) do not meet the required weekly calorie and nutrient standards, 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/or any Contract awarded.
- 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 cooperate with the SFA in promoting nutrition education and assist in the coordination of the SFA's food service with classroom instruction.
- 5.10 The FSMC shall use SFA facilities for preparation of food to be served as specified on Attachment 1 and 2.
- 5.11 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.
- 5.12 The FSMC shall deposit daily all monies in the SFA's nonprofit food service account.
- 5.13 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.
- 5.14 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 receive free or reduced-price meals and to provide the required quality and extent of goods and services hereunder.

- 5.15 The FSMC shall comply with the USDA "Smart Snacks in School" rule effective July 1, 2014 and the sodium targets required for school meals by grade, lunch and breakfast effective July 1, 2014.
- 5.16 The FSMC shall implement recycling and waste reduction program and provide annual metrics.
- 5.17 The FSMC employees shall receive a minimum \$15.75/hour wage and annual training (civil rights development).
- 5.18 The FSMC shall grantee a minimum \$500,000 fund balance and reimburse any shortfall.

## **SECTION 6**

### **USDA FOODS**

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 The FSMC shall credit the SFA for the full value of all USDA Foods received for use in the SFA's meal service during the school year (including both entitlement and bonus foods) regardless of whether the USDA Foods have actually been used. If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the SFA, The FSMC will issue all such credit in full prior to the expiration of each Contract Term.
- 6.7 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.
- 6.8 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.

- 6.9 The SFA shall ensure the method and timing of crediting so it does not cause the cash resources to exceed limits established in 7 C.F.R. subparagraph 210.9(b) (2).
- 6.10 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.
- 6.11 The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting FDACS or the processor, as applicable.
- 6.12 The FSMC must keep separated inventories (both physical and accounting) of USDA Foods and regular purchased food.
- 6.13 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.
- 6.14 The 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.
- 6.15 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.
- 6.16 SFA and FDACS have and preserve a right to assert claims against other persons to whom USDA Foods are delivered for care, handling, or distribution, and will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, USDA Foods.
- 6.17 The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during each contract Term. If the SFA and FSMC cannot agree on end products, the FSMC shall utilize the USDA Foods in the form furnished by the USDA.
- 6.18 At this time, HCSD ("SFA") has not entered into any USDA Recipient Agency Processing Agreement for the further processing of USDA Foods. Accordingly, the Food Service Management Company ("FSMC") shall not enter into, or act under, any separate or independent processing agreement with a commercial processor for USDA Foods.

If, during the term of this contract, the SFA elects to participate in USDA Foods processing, any such agreement shall be initiated and executed by the SFA directly with an approved commercial processor and in accordance with all requirements in 7 C.F.R. Part 250, Subpart C and any applicable Florida Department of Agriculture and Consumer Services (FDACS) guidance.

The FSMC may assist the SFA in administrative or logistical coordination of processed end products only after

the SFA receives formal issuance or approval of a processing agreement from FDACS. The FSMC shall have no independent authority to negotiate, execute, or amend a processing agreement on behalf of the SFA.

Until an authorized processing agreement is issued, the FSMC must:

1. Utilize USDA Foods in the form provided by the SFA or USDA;
2. Ensure that all USDA Foods are used solely for the SFA's nonprofit school food service; and
3. Credit the SFA for the full USDA Foods value as required by 7 C.F.R. § 250.51.

- 6.19 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(€)
- 6.20 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.
- 6.21 The FSMC shall return all unused USDA ground beef products, ground pork products, and processed end products to the SFA upon termination, expirations, or non-renewal of the Contract.
- 6.22 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.
- 6.23 The SFA shall retain title to all USDA Foods provided to the FSMC for use in the SFA's Foods to the SFA upon termination, expiration, or non-renewal of the Contract.
- 6.24 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 7**

### **PURCHASES/BUY AMERICAN**

- 7.1 The FSMC shall retain title to all purchased food and nonfood items.
- 7.2 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.
- 7.3 The FSMC shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.

- 7.4 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.
- 7.5 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.
- 7.6 The FSMC may be required to certify the percentage of United States content in the products supplied to the SFA.
- 7.7 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.
- 7.8 The FSMA shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with United States content requirements.

**SECTION 8**  
**USE OF FACILITIES AND EQUIPMENT**

- 8.1 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. Additionally, the SFA will make available to the FSMC, Food Service equipment in the performance of contractual obligations with the cost of operations and maintenance being an expense of FSMC.
- 8.2 The SFA shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations, in the performance of its duties with the cost of vehicle operations and maintenance being charged to the FSMC.
- 8.3 The FSMC shall not use the SFA's facilities to produce food, meal, 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.
- 8.4 The FSMC and SFA shall inventory the equipment and supplies owned by the SFA at the beginning of the school year and the end of the school year, including but not limited to flatware, trays, china ware, 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.
- 8.5 The SFA shall repair and service equipment except when damages result from the use of less- than-reasonable care by the FSMC employees or agents as determined by the SFA. When damage results from less-than-reasonable care on the part of any FSMC employees or agents, it will be the FSMCs responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.
- 8.6 The SFA reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the Child Nutrition Programs.

- 8.7 The SFA shall return facilities and equipment to the FSMC in the same condition as received when the SFA uses the facilities for extra-curricular activities.
- 8.8 The FSMC shall maintain the inventory of expendable equipment necessary for the food service operation and at the inventory level as specified by the SFA.
- 8.9 The SFA shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 8.10 The FSMC and/or its employees or agents shall not remove equipment or property of the SFA from the SFA's premises including, but not limited to, food preparation and/or serving equipment.
- 8.11 The FSMC shall provide written notification to the SFA of any equipment belonging to the FSMC within ten (10) days of its placement on SFA premises.
- 8.12 The SFA shall not be legally responsible for loss or damage to equipment and/or vehicles owned by the FSMC and located on SFA premises.
- 8.13 The SFA shall provide sanitary toilet facilities for the FSMC employees.
- 8.14 The SFA shall have access, with or without notice to the FSMC, to all SFA facilities used by the FSMC for inspection and audit purposes.
- 8.15 The FSMC shall surrender all equipment, vehicles, and furnishings in good repair and condition to the SFA upon termination of the Contract, reasonable wear and tear accepted.
- 8.16 The SFA must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, serving, or delivery of school meals.
- 8.17 The SFA retains title to all property, vehicles, 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.
- 8.18 The FSMC is responsible for minor repairs up to \$500.00; SFA covers major repairs.

**SECTION 9**  
**SANITATION**

All costs to be incurred by FSMC to deliver the service outlined below shall be included in the fixed meal price.

- 9.1 The FSMC shall place garbage and trash from the dining/cafeteria area in trash containers as specified by the SFA during and at the end of meal service.
- 9.2 The SFA shall remove all garbage and trash from the designated outside trash containers/dumpsters.

- 9.3 The FSMC shall clean the kitchen area including, but not limited to, floors, sinks, counters, tables, chairs, flatware, and utensils.
- 9.4 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.
- 9.5 The SFA shall clean walls, light fixtures, window coverings, and ducts and hoods above the filter line.
- 9.6 The SFA shall provide extermination services as needed.
- 9.7 The SFA shall clean the dining/cafeteria area, including tables, chairs, and floors after the meal service.
- 9.8 The FSMC must follow SFA's written food safety program and participate in health inspections.

**SECTION 10**  
**EMPLOYEES**

- 10.1 The FSMC shall comply with all wage and hours of employment regulations of federal and state law.
- 10.2 The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 10.3 The FSMC and SFA recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. The FSMC shall be responsible for the employment of all staff, not including those employed by the SFA, necessary for the safe, timely, courteous, and efficient distribution of meals to students and members of the SFA staff.
- 10.4 The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of SFA premises, as established by the SFA and furnished in writing to the FSMC.
- 10.5 The FSMC shall provide the SFA with a list of its personnel policies and employee handbook.
- 10.6 The FSMC shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all FSMC employees assigned to the SFA and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32, F.S.
- 10.7 The FSMC shall submit to the SFA a current schedule of employees, positions, assigned locations, and hours of work, wages, and benefits.
- 10.8 In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
- 10.9 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.

10.10 The use of student workers or students enrolled in vocational classes in the food service operation shall be mutually agreed upon.

10.11 The FSMC shall provide daily, on-site supervisory personnel, for the overall food service operation.

10.12 The FSMC shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. Civil rights training must include:

- Collection and use of data,
- Effective public notification systems,
- Complaint procedures,
- Compliance review techniques,
- Resolution of noncompliance,
- Requirements for reasonable accommodation of persons with disabilities,
- Requirements for language assistance, conflict resolution, and customer service.

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

10.14 The FSMC shall conduct level 2 background checks, issue ID badges, and develop staff retention plans.

10.15 FSMC employees shall be paid no less than \$15.75/hour.

**SECTION 11**  
**DESIGNATION OF PROGRAM EXPENSE**

11.1 The FSMC guarantees to the SFA that the proposal meal rates and fees for each reimbursable school meal and a la carte equivalent shall include the expenses designated under Column 1. The FSMC shall be responsible for paying all employees' benefits, employee expenses and accrued vacation and sick pay for FSMC staff.

11.2 The SFA shall pay those expenses designated under Column 2.

	<u>Column 1</u>	<u>Column 2</u>
LABOR		
Payroll, Managers, and/or Supervisors	-----X-----	_____
Payroll, Full and Part-Time Workers	-----X-----	_____
Payroll,		
Ticket Sellers	----N/A-----	----N/A-----

Cashiers	<u>-----X-----</u>	_____
Drivers	<u>-----X-----</u>	_____

BENEFITS MAY INCLUDE, BUT NOT LIMITED TO:

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

FOOD

Food Products	<u>-----X-----</u>	_____
Commodity Delivery	<u>-----X-----</u>	_____
Commodity Freight/Handling Costs	<u>-----X-----</u>	_____
Food Storage/Warehouse	<u>-----X-----</u>	_____

OTHER EXPENSES

Accounting		
Bank Charges	<u>-----X-----</u>	_____
Data Processing	<u>-----X-----</u>	_____
Record Keeping	<u>-----X-----</u>	_____
Processing and Payments of Payroll	<u>-----X-----</u>	_____
Equipment-Major		
Original Purchases \$499.99 or Less	<u>-----X-----</u>	_____
Original Purchases \$500 or greater	_____	<u>-----X-----</u>

Routine Maintenance	<u>-----X-----</u>	<u>                    </u>
Major Repairs (up to \$50,000.00 annually)	<u>-----X-----</u>	<u>                    </u>
Replacement	<u>                    </u>	<u>-----X-----</u>
Equipment-Expendable (Trays, tableware, glassware, utensils)		
Original Purchase	<u>-----X-----</u>	<u>                    </u>
Replacement	<u>-----X-----</u>	<u>                    </u>
Cleaning/Janitorial Supplies	<u>-----X-----</u>	<u>                    </u>
INSURANCE		
Liability Insurance	<u>-----X-----</u>	<u>                    </u>
Insurance on Supplies/Inventory	<u>-----X-----</u>	<u>                    </u>
Laundry and Linen	<u>-----X-----</u>	<u>                    </u>
Office Materials	<u>-----X-----</u>	<u>                    </u>
Paper/Disposable Supplies	<u>-----X-----</u>	<u>                    </u>
Pest Control	<u>                    </u>	<u>-----X-----</u>
Postage	<u>-----X-----</u>	<u>                    </u>
Printing	<u>-----X-----</u>	<u>                    </u>
Product Testing	<u>-----X-----</u>	<u>                    </u>
Promotional Materials	<u>-----X-----</u>	<u>                    </u>
Taxes and License	<u>-----X-----</u>	<u>                    </u>
TELEPHONE		
Local	<u>-----X-----</u>	<u>                    </u>
Long Distance	<u>-----X-----</u>	<u>                    </u>
Training	<u>-----X-----</u>	<u>                    </u>
Transportation	<u>-----X-----</u>	<u>                    </u>
Trash Removal	<u>-----X-----</u>	<u>                    </u>
From Kitchen & Dining Area	<u>-----X-----</u>	<u>                    </u>
From School Premises	<u>                    </u>	<u>-----X-----</u>

TRAVEL

Required	<u>-----X-----</u>	_____
Requested	<u>-----X-----</u>	_____
Vehicles (operating & maintenance)	<u>-----X-----</u>	_____

**SECTION 12**  
**FEES**

12.1 All proposals shall be submitted using the Proposal Summary form attached herein. The proposal price(s) must not include the use of commodities or any alternate pricing structure. All rates must be written in ink or typed in the bank space(s) provided and the estimated totals must be carried out to the third decimal place and must not be rounded.

12.2 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.

12.3 A meal or meal equivalent shall be calculated as follows:

A student lunch includes: student reimbursable lunches and full-paid adult lunches are counted as one meal equivalent for each lunch served. A reimbursable student breakfast and full-paid adult breakfast are counted as (.66) for each breakfast served. A reimbursable student after school snack is counted as (.33) meal equivalents. A la carte food sales are converted by dividing Total A la Carte Revenue by the Per-Meal Conversion Rate, defined as:

Per-Meal Conversion Rate = (Federal Free Lunch Reimbursement per meal in effect for the period) + (Per-meal value of USDA entitlement foods) + (Per-meal value of USDA bonus foods).

Total A la Carte Revenue includes all sales to students, including a la carte items, meals, and non-program foods sold to students that are recorded outside of reimbursable meal counts.

The conversion factor must be recalculated whenever reimbursement rates or USDA foods values change. A fixed dollar divisor shall not be used.

Formula:

A la Carte Meal Equivalents = (Total A la Carte Revenue for the period) ÷ (Free Lunch Reimbursement + Entitlement Value/meal + Bonus Value/meal). The Equivalency rates are subject to annual adjustment.

12.4 The FSMC shall invoice the SFA at the end of each monthly period. 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.

- 12.5 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.
- 12.6 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.
- 12.7 The FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
- 12.8 The fixed meal rate for meals must be calculated as if no USDA Foods were available.

**SECTION 13**  
**REVENUE**

- 13.1 The SFA shall receive all revenue from the food service operation.
- 13.2 The food service revenue shall be used only for the SFA's nonprofit food service.
- 13.3 The food service revenue shall flow through the SFA's chart of accounts.
- 13.4 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.
- 13.5 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 14**  
**LICENSES, CERTIFICATIONS, AND TAXES**

- 14.1 Throughout the Term of the Contract and each renewal Term, FSMC shall obtain and maintain all applicable licenses, permits, and health certifications required by federal, state, and local law.
- 14.2 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.
- 14.3 The FSMC and all affiliates shall collect and remit Florida Use Tax on all sales of tangible personal property in the State of Florida in accordance with applicable state statutes.

**SECTION 15**  
**RECORD KEEPING**

- 15.1 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.
- 15.2 The FSMC shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following:
  - 15.2.1 The receipt, use, storage, and inventory of USDA Foods;
  - 15.2.2 Monthly inventory reports showing all transactions for processed and non- processed USDA Foods; and
  - 15.2.3 Documentation of credits issued to the SFA for USDA Foods received;
  - 15.2.4 Documentation of credits issued to the SFA for USDA Foods owned by the SFA prior to the contract execution date.
  - 15.2.5 FSMC must submit monthly reports on participation, training, and waste reduction.
- 15.3 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
- 15.4 All records must be maintained for the longer of the retention periods specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.
- 15.5 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 16**  
**TERMS AND TERMINATION**

- 16.1 This Contract is effective for a one (1) twelve-month period, commencing July 1, 2026, or upon written acceptance of the Contract, whichever occurs last, and ending June 30, 2027. This contract will be renewable on an annual basis thereafter, upon mutual agreement of the SFA and FSMC, for up to four (4) additional twelve (12) month periods (each year a "renewal term"). Either party may terminate this agreement, with or without cause, by providing written notice to the other party. The termination date shall be sixty (60) days after notice is provided.
- 16.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods.
- 16.3 Either the SFA or FSMC may terminate this Contract with or without cause 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.

- 16.4 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 service 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.
- 16.5 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 of a federal funding source, or such funds are otherwise not made available to the SFA for payment in accordance with this Contract.
- 16.6 Notwithstanding the notice period in paragraph 16.3, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the FSMC if the SFA determines that the actions, or failure to act, of the FSMC, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the SFA determines that the FSMC lacks the financial resources to perform under the Contract.
- 16.7 If the FSMC fails to perform to the SFA's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the FSMC requesting that the breach of noncompliance be remedied within sixty-(60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any FSMC default shall be borne by the FSMC at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the FSMC upon demand.
- 16.8 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 exercise of due diligence ("Act of God"). The SFA may cancel the Contract without penalty if the FSMC's performance does not resume within thirty (30) days of the FSMC's interruption of service due to Act of God.
- 16.9 The only rates and fees that may be renegotiated in subsequent years of this contract is the fixed meal rate contained herein. Before any fixed rate 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 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 previous calendar year. 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 17**

## GENERAL CONTRACT TERMS

The following terms & conditions shall be incorporated into any Contract awarded under this RFP:

- 17.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA.
- 17.2 This solicitation/Contract and attachment constitute the entire agreement between the SFA and FSMC and may not be changed, extended orally, or altered by course of conduct.
- 17.3 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.
- 17.4 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 service rendered shall be of a quality that would normally be specified by the SFA.
- 17.5 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.
- 17.6 No course of dealing of 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.
- 17.7 It is further agreed between the SFA and FSMC that the attachments and clauses attached and designated are hereby in all respects made a part of this Contract.
- 17.8 The FSMC shall comply with the Title VI of the Civil Rights Act of 1964; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7C.F.R. Parts 15, 15a, and 15b; FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities; and any additions or amendments to such laws and regulations. Minority-Owned Business Enterprise.

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

Include qualified small businesses, minority-owned businesses, and women's business enterprises on solicitation lists;

Assuring that small businesses, minority-owned businesses, and women's businesses are solicited whenever they are potential sources;

When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small businesses, minority-owned businesses, and women's business participation;

Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women's businesses;

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.

17.9 If this Contract is in excess of \$100,000, and involves the employment of mechanics or laborers, the SFA and FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to: Contract Work Hours and Standards Act (40 U.S.C. 3701-3708) If the estimated contract value is more than \$100,000, the SFA and FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to: Byrd Anti-Lobbying Amendment (31-U.S.C. 1352) the SFA and FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:

- The Clean Air Act (42 Y.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(Appendix A: 7 C.F.R. 3018); and
- Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. 3018).

17.10 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 1 1375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
- Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR § 401);
- Debarment and Suspension (Executive Orders 12549 and 12689);
- Procurement of Recovered Materials. (§ 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6962, and Executive Order 12873);
- Prohibition on certain telecommunications and video surveillance services or equipment (Public Law 115-232);
- Domestic preferences for procurements (2 CFR § 200.322).

17.11 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.

- 17.12 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.
- 17.13 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 (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 Service; (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 18**

### **FOOD SPECIFICATIONS**

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

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

18.2 All breads, bread alternates, and grains must be whole grain-rich. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving. If applicable, product should be in moisture-proof wrapping and pack-code date provided.

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

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

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

18.3.3 For breaded and battered items, all foods must be enriched for breads/grains credit and breading/batter must not exceed 30 percent of the weight of the finished product.

18.3.4 For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.

- 18.4 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No Variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- 18.5 All cheese should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced-or low-fat. All cheese should also have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory melt ability; and contain proper moisture and salt content.
- 18.6 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC.
- 18.7 All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA Food Buying Guide. At a minimum, fruits must meet the food distributors' second-quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- 18.8 All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA Food Buying Guide. At a minimum, vegetables must meet the food distributors' second-quality level. Vegetables should have characteristic color and good flavor, be or greater than the attached 21-day cycle menu requirements.
- 18.9 All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and should be low-sodium or no added salt.
- 18.10 All canned fruits must meet the food distributors' second quality level (standard). 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).
- 18.11 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.
- 18.12 Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- 18.13 If applicable, the food production facility, manufacturing plant, a product must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- 18.14 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

- 18.15 All fruit juices must be 100 percent fruit juice.
- 18.16 When the specification calls for "Brand Name or Equivalent", the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.
- 18.17 Food items must meet the sodium target level prescribed in 7 C.F.R. section 210.10 for the applicable school year.
- 18.18 Nutrition labels or manufacturer specifications must indicate zero grams of trans fats (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.
- 18.19 Fluid milk must be low-fat (1 percent milk fat or less, unflavored only) or fat-free (unflavored or flavored). Two choices must be offered daily as required by the SFA.

**SECTION 19**  
**SUBMISSIONS, EVALUATION AND AWARD**

**SUBMISSIONS:**

The original and five (5) copies (for a total of six) hard copies, plus one USB flash drive copy of the entire submission (as a PDF suitable for sharing with the Committee and Board members) of each proposal must be received at the Hendry County School District, Purchasing Department, 111 Curry Street, Labelle, FL, prior to 3:00 p.m. EST., February 5, 2026. Proposals are to be submitted bound in a three-ring binder with tabs corresponding to the paragraph numbering system below. Proposal must include a \$50,000-proposal bond.

1. Proposal Acknowledgment Form, Proposal Summary Form, and signed addenda form (if any) for any addendum issued for this RFP.
2. Company Information —Each interested company shall furnish as part of this proposal a complete general description of experience in the field of school food service management. Included shall be the following:
  - A: Name and address of the company.
  - B: The duration and extent of experience in providing management services for food service programs. Only companies with a minimum of five years of experience with the National School Lunch and Breakfast Program will be accepted.
  - C: References: Provide a list of locations where school food service programs of similar scope and size are presently managed. Give name and address, length of service number of students enrolled and average daily participation and name and telephone number of a contact person for each program. Provide a written reference from the supervisor of each program listed.
  - D: A list of school locations where services have been discontinued or terminated for any reason within the past two years and the reason why. Include contact name and telephone number.

E: A complete certified balance sheet or annual report of the last five consecutive years of operation. Certification of this report by a certified public accountant is required.

F: A company organization chart and a plan for the proposed management and staffing under the specifications of this contract.

3. On-Site Staff Experience. Include the profile of all FSMC's personnel to be assigned to this account. The specific responsibilities of duties of each individual shall be outlined in the response.
4. The FSMC shall provide a written staffing schedule by school for the SFA review. Staffing shall be mutually agreed upon by SFA and FSMC.
5. Twenty-one-day cycle menus (as provided by SFA) for all programs operated by District. A cycle menu planned by FSMC, to include reimbursement for specialty and promotional serving lines as well, for the period following the first 21 days. The FSMC shall include product identifications and nutritional analyses with the response to this RFP, a 21-day menu, detailed cycle with portion sizes indicated, which conforms to the menu system description outlined in this RFP. A current 21-day menu is included as part of the RFP. All menus must be in compliance with the Healthy Hunger Free Kids Act (HHFKA) implemented in fiscal year 2012-2013.
6. The FSMC shall include with the response to the RFP detailed product identifications with nutrient analysis data of all food items necessary to prepare the menu cycles. The product identifications shall be in sufficient detail for the SFA to determine the quality and portion size (if applicable) and nutritional value of all food to be purchased under the contract. Nutritional analyses of each cycle menu will be included for all programs operated.
7. The FSMC shall describe the efforts that will be undertaken to maximize the efforts to include in the food service program foods that are locally grown or raised.
8. Specific Marketing Strategies and Plans — The FSMC shall describe a SFA marketing plan to be implemented and evaluated to increase the student, parent, and community understanding of the benefits of healthy eating habits and the contribution the school nutrition programs make to the nutrient needs of children. At a minimum, include in your response the answer to the following questions:
  - How will this plan be evaluated?
  - How will this plan benefit the nutritional needs of the students?
9. List of Adequate Supplies of Expendable and Nonexpendable Equipment — The FSMC shall include with the response to this RFP a discussion of what the FSMC considers adequate supplies of expendable and non-expendable equipment.
10. Training Plans (to include first year transition schedule) — The FSMC shall include a detailed training plan that explains how often training sessions will be conducted during school year and for whom (managers, operators, cashiers, etc.), and what program areas the training will cover and how evaluations will be used. A detailed

transition plan will be provided for the FSMC's first year. A minimum of ten hours training must be provided and documented for all school food service employees on yearly basis.

11. USDA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
12. Certification Regarding Drug-Free Workplace
13. USDA Certification Regarding Lobbying
14. USDA Certificate of Independent Price Determination
15. Public Entity Crime Form/Anti Collusion Statement
16. Insurance Certificate & Indemnification & Hold Harmless Form
17. References. Proposer shall have three similarly situated references. Submit completed references prior to the bid submission date. Have these forms submitted via mail or email as follows:

Purchasing/Finance Department,

Hendry County School District

PO Box 1980

LaBelle, FL 33975

OR

via email to the Chief Financial Officer at: [adamsj@hendry-schools.net](mailto:adamsj@hendry-schools.net)

18. Other such information as the interested FSMC deems pertinent.

### **EVALUATION COMMITTEE**

Prior to the receipt of proposals, an Evaluation Committee shall be established to review and evaluate all timely and responsive proposals. District personnel may serve in an advisory, non-voting capacity only (per 7 C.F.R. § 210.21(c)(1) and FDACS FSMC Pre-Approval Checklist – “Evaluation and Award Process”).

The Evaluation Committee shall evaluate proposals in accordance with the established scoring criteria and shall prepare a written recommendation ranking the proposers in order of preference for contract negotiation (consistent with § 287.057(1)(b), Florida Statutes, and FDACS FSMC RFP Review Manual, Section V).

Following completion of the evaluation process, the Committee’s recommendation shall be submitted to the School Board for consideration. The School Board shall not serve as part of the Evaluation Committee, but shall retain final

approval authority to award the Food Service Management Contract (7 C.F.R. § 210.21(c)(1); FDACS FSMC Pre-Approval Checklist, “Award Determination”).

The Committee’s recommendation will be posted for public review at [www.hendry-schools.org](http://www.hendry-schools.org) for at least seventy-two (72) hours prior to final Board action (§ 287.057(1)(b), F.S.; FDACS FSMC Procurement Review Checklist – “Public Posting Requirement”).

### **PROPOSAL EVALUATION PROCESS**

All proposals will be evaluated for completeness and the Proposer's ability to meet or exceed RFP specifications. The Evaluation Committee will evaluate the proposals in accordance with the evaluation criteria listed in the RFP. The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation of some or all Proposers with the key people who would administer and be assigned to work on this project before recommendation of award. The interview and/or presentation will be based on the written proposal received. Further, the Evaluation Committee reserves the right to make site visits to current food service operations of the proposers. At the Evaluation Committee Meeting, each member will list the three (3) highest ranked firms that meet the submittal requirements based on the points received for each Proposer. The Proposer ranked as number one will receive three (3) points. The Proposer ranked number two will receive two (2) points. The Proposer ranked number three will receive one (1) point. The individual ranking points of each of the Evaluation Committee members will be added together to produce a final score for each Proposer. The Proposer with the highest final score will be ranked number one.

In the event of a tied score between Proposers, the Evaluation Committee shall apply the pre-established tie-breaking procedure as stated in the RFP. If a tie remains after applying the procedure, preference shall be given to the proposer receiving the higher total score in the following order of weighted evaluation criteria:

1. Experience and Past Performance
2. Financial Stability and Capacity
3. Management Approach and Staffing Plan

If the tie persists after these comparative reviews, the Evaluation Committee shall document its justification for final ranking based on qualitative factors directly related to the Scope of Services.

(Ref: 2 C.F.R. § 200.319; 7 C.F.R. § 210.21(c)(3); FDACS FSMC Pre-Approval Checklist – “Evaluation and Scoring Criteria.”)

The School Board reserves the right to negotiate further terms and conditions, including price, with the highest ranked Proposer. If an agreement cannot be reached with the highest ranked Proposer, the School Board shall begin negotiations with the next highest ranked Proposer and continue the process until an agreement is reached or all proposals are rejected.

Following completion of negotiations, the Superintendent shall present the Evaluation Committee’s recommendation and the negotiated results to the School Board for review and final action.

The School Board shall make the final award decision or reject any or all proposals in the best interest of the District.

Any modification to this evaluation or negotiation process must be documented and approved by the Board prior to implementation.

(Ref: 7 C.F.R. § 210.21(c)(1); 2 C.F.R. § 200.318–.319; FDACS FSMC Pre-Approval Checklist – “Award and Negotiation Procedures.”)

1. The School Board reserves the right to accept or reject any or all proposals.
2. The School Board shall be the sole judge of Proposers' qualifications and may request clarifications or additional information to evaluate any Proposal, provided that all Proposers are treated equitably and in accordance with federal and state procurement requirements (2 C.F.R. § 200.319; 7 C.F.R. § 210.21(c)(1)).
3. The School Board reserves the right to waive irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
4. The School Board reserves the right, before awarding the contract, to require Proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.
5. The School Board reserves the right, prior to approval, to cancel the RFP or portions thereof without penalty, provided such action is documented and retained for audit purposes (FDACS FSMC Pre-Approval Checklist – Award & Cancellation Procedures).
6. The School Board may accept the proposal, or any portion thereof, that it determines to be in the best interest of the District, consistent with the Evaluation Committee's recommendation and applicable procurement regulations.

#### EVALUATION CRITERIA

The criteria for evaluation of Proposals shall be as follows:

1. **Total Fixed Meal Charge: (25 Points)** - The lowest cost proposal minimum cost.

The proposal offering the lowest total fixed meal charge per reimbursable meal shall receive the maximum 25 points. All other proposals shall receive points based on how closely their total meal charge compares to the lowest responsive proposal, as shown below:

% Above Lowest Price	Points Awarded
Equal to lowest price	25 points
Up to 2% higher	20 points
> 2% – 4% higher	15 points
> 4% – 6% higher	10 points
> 6% – 8% higher	5 points
More than 8% higher	0 points

Alternatively, if numerical proportional scoring is used, points may be calculated using the formula:

$$(\text{Lowest Total Meal Charge} \div \text{Proposer's Total Meal Charge}) \times 25 = \text{Points Awarded}$$

The fixed meal charge shall be evaluated exclusive of the value of USDA entitlement and bonus foods, as required under 7 C.F.R. § 250.51.

Cost-plus-percentage-of-cost or cost-reimbursable proposals are not permitted. Only fixed-price proposals that include all management, administrative, and operational expenses will be considered responsive.

(Refs: 7 C.F.R. § 210.16(c); 7 C.F.R. § 250.51; 2 C.F.R. § 200.323; FDACS FSMC Pre-Approval Checklist – Price and Fixed-Meal Charge Evaluation.)

2. **Menus/Product Identifications/Nutrition Analyses (20 points)** - as submitted in response to the menu system.

Evaluation will be on the basis of 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 (15 points)** - Marketing strategies for increased breakfast and lunch meal participation and other in school marketing to students and staff. Evaluation will be on the basis of plan adequacy, ability to provide smooth transition between school years, innovation, and progress monitoring/assessment methodology.

**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 (15 points)** - Only companies with a minimum of five years of experience in the State of Florida serving a public K-12 school district with the National School Lunch/Breakfast Programs will be accepted.

**Scoring Guidelines for Company Experience**

0 = Does not meet 5-year requirement. A score of 0 in this category will result in rejection of the submitted Proposal.

1-15 = Minimum of five years' experience. One point will be earned for every year of experience over the five-year minimum for a maximum of 15 points.

5. **Experience of On-Site FSMC support staff (i.e., chefs, dieticians, etc.) (10 points)** - FSMC's top local manager (General Manager) must have a minimum of five years' experience in the State of Florida with a public K-12 school district with National School Lunch/Breakfast Programs to be accepted. One point will be earned for every year of experience over the five-year minimum for a maximum of ten points.

**Scoring Guidelines of On-Site Management Company Staff**

0 = Does not meet 5-year minimum requirement. A score of 0 in this category will result in rejection of the submitted Proposal.

5 = Meets 5-year minimum requirement.

6-10 = Meets 5-year minimum requirement plus one point will be earned for each year over the minimum for a maximum of ten points.

6. **Taste Test (10 points)** - Specifically the quality of food to be purchased.

**Scoring Guidelines for Procurement**

0 = **No Value:** Menus, food selection criteria, and references indicate Proposer clearly would be ineffective or Proposer has not responded to this topic.

1-3 = **Poor:** Menus, food selection criteria, and references indicate Proposer would be marginally effective is selected.

4-5 = **Acceptable:** Menus, food selection criteria, and references indicate Proposer would meet the minimum level of capability needed if selected, but could be improved.

6-9 = **Good:** Menus, food selection criteria, and references indicate Proposer would have above average capability if selected.

10 = **Superior:** Menus, food selection criteria, and references Proposer would have excellent capability if selected.

7. **References (5 points)** - Vendor expertise, experience, and references from clients served.

**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 is 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.

The Evaluation Committee will evaluate the Proposals based on the above criteria and select for recommendation the FSMC that the Committee feels that is most advantageous to the program, with price and other factors considered.

Scoring Sheet

Criteria	Scale	Multiplier	Notes	Points Assigned
<b>Total Fixed Meal Charge</b>				
<b>Menus</b>				
<b>Marketing Plan</b>				
<b>Company Experience</b>				
<b>On-Site SMC Staff Experience</b>				
<b>Taste Test</b>				
<b>References</b>				
<b>TOTAL</b>				

Request for Proposal and Contract  
Nonprofit School Food Service

PROPOSAL SUMMARY FORM

This document contains a proposal solicitation for the furnishing of management services for the operation of the nonprofit food service programs for the period beginning July 1, 2026, and ending June 30, 2027, and sets forth the terms and conditions applicable to the procurement. The Fixed Meal Price to be quoted by FSMC shall be based upon an annual period. The Fixed Meal Price quoted will be paid by the SFA during the initial twelve (12) month term of the Contract. Upon acceptance, this document shall constitute the Contract between the FSMC and the SFA. The FSMC shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the proposal solicitation/contract.

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

1. Proposals shall be submitted using this Proposal Summary form. The proposed price(s) must not include the use of USDA Foods or any alternate pricing structure. Proposals must be written in ink or typed in the space(s) provided.
2. Fixed Meal Prices for Reimbursable Meals and Meal Equivalents. FSMC shall be paid a fixed meal price (Fixed Meal Price) for each Reimbursable Meal and Meal Equivalent provided by the FSMC under this Agreement as follows:

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

Increase in years after the first year will be based upon the following formula:

$\% \text{ increase in lunch reimbursement} \times 0.66$

$\% \text{ increase in breakfast reimbursement} \times 0.33$

3. The total cost includes direct pay items that must be funded from Food Service Program revenues, but are included in the Fixed Meal Price paid per meal to FSMC, such as SFA's salary and benefits, indirect cost, commodity and other SFA costs.
4. A meal or meal equivalent shall be calculated as follows:
  - Lunch Equivalent:  
All reimbursable student lunches and full-paid adult lunches shall each count as one (1.00) meal equivalent.
  - Breakfast Equivalent:  
A reimbursable student breakfast and paid adult breakfast are counted as one half (.50) of a meal equivalent for each breakfast served.

- Afterschool Snack Equivalent:

A reimbursable student afterschool snack is counted as one quarter (.25) of a meal equivalent.

- A la Carte Meal Equivalent:

All a la carte food sales and non-program foods sold to students shall be converted to meal equivalents by dividing the total a la carte revenue by the current per-meal sum of:

- the Federal Free Lunch Reimbursement Rate, plus
- the per-meal value of USDA entitlement foods, plus
- the per-meal value of USDA bonus foods.

A fixed dollar divisor shall not be used. The conversion factor shall be recalculated annually to reflect current reimbursement and USDA Foods values.

Formula:

A la Carte Meal Equivalents = (Total A la Carte Revenue) ÷ (Free Lunch Reimbursement + Entitlement Value/meal + Bonus Value/meal)

All totals shall be carried to the second decimal place and not rounded.

(Refs: 7 C.F.R. § 210.16(c); 7 C.F.R. § 250.51; FDACS FSMC Pre-Approval Checklist – “Meal Equivalent and USDA Foods Credit Calculation.”)

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Name of FSMC

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Street Address

---

City

State

Zip Code

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

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Signature of Food Service Management Company (FSMC) Title Date

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ACCEPTANCE OF CONTRACT

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Agreement Number

School Fund Authority (SFA)

---

Signature of Authorized SFA Representative

Title/ Date

Attachment 1  
HENDRY COUNTY SCHOOLS & PRINCIPALS

LaBelle High School  
Tammy Bass, Principal  
Email:basst@hendry-schools.net  
4050 Cowboy Way  
LaBelle, FL 33935  
(863) 674-4120 / FAX - (863) 674-4571

Labelle Elementary School  
Amanda Howard, Principal  
Email:howarda@hendry-schools.net  
150 W. Cowboy Way  
LaBelle, FL 33935  
(863) 674-4150 /FAX (863) 674-4155

Clewiston High School  
Phillip Summers, Principal  
Email:summersp@hendry-schools.net  
1501 S. Francisco Street  
Clewiston, FL 33440  
(863) 983-1520 / FAX - (863) 983-2168

Upthegrove Elementary School  
Heather Cassidy, Principal  
Email:cassidyh@hendry-schools.net  
280 N. Main Street  
LaBelle, FL 33935  
(863) 612-0750 / FAX (863) 612-0753

LaBelle Middle School  
Ryan Harris, Principal  
Email:harrisr@hendry-schools.net  
8000 E. Cowboy Way  
LaBelle, FL 33935  
(863) 674-4646 / FAX - (863) 674-4645

Eastside Elementary School  
Denise Gibson, Principal  
Email:gibsond@hendry-schools.net  
201 W. Arroyo Avenue  
Clewiston, FL 33440  
(863)983-1560/FAX (863)983-1564

Clewiston Middle School  
Tina Kelley, Principal  
Email:kelleyt@hendry-schools.net  
601 W. Pasadena Avenue  
Clewiston, FL 33440  
(863) 983-1530 / FAX - (863) 983-1541

Westside Elementary School  
Sarah Sanchez, Principal  
Email:sanchezs@hendry-schools.net  
205 W. Arroyo Avenue  
Clewiston, FL 33440  
(863)983-1570/FAX (863) 902-4232

Country Oaks Elementary School  
Frederick Parantha, Principal  
Email:paranhar@hendry-schools.net  
2052 Eucalyptus Drive NW  
LaBelle, FL 33935  
(863) 674-4140 / FAX - (863) 674-4129

Montura Early Learning Center  
Rosa Perez, Federal Programs Asst. Director  
Email:perezr@hendry-schools.net  
225 N Hacienda Street  
Clewiston, FL 33440  
(863) 983-1417

Central Elementary School  
Melissa Carter, Principal  
Email:carterm@hendry-schools.net  
1000 S. Deane Duff Avenue  
Clewiston, FL 33440  
(863) 983-1550 / FAX - (863) 983-1558

Clewiston Early Learning Center  
Sebrina Rimes, Principal  
Email:rimesse@hendry-schools.net  
475 E. Osceola Avenue  
Clewiston, FL 33440  
(863)902-4216/FAX (863) 902-4216

Attachment 2

SUMMER FEED SITES

Montura Recreation Center

225 S. Hacienda St  
Clewiston, FL 33440  
(863) 983-5797

LaBelle Middle School

8000 E. Cowboy Way  
LaBelle, FL 33935  
(863) 674-0714

Clewiston Youth Center

110 W. Osceola Ave.  
Clewiston, FL 33440  
(863) 983-1484

Carlson Memorial United M.C.

310 Campbell St.  
LaBelle, FL 33935  
(863) 675-0656

Pioneer Community Center

990 Panama Ave  
Clewiston, FL 33440  
(863) 675-5252

Clewiston Middle School

601 W. Pasadena Ave.  
Clewiston, FL 3340  
(863) 983-1542

Harvest Academy

370 Holiday Isles Dr.  
Clewiston, FL 33440  
(863) 983-7181

Kid City Day Care & Learning Ctr.

21 N. Riverview St.  
LaBelle, FL 33935  
(863) 675-7529

Hendry County Extension Office

1085 Pratt Blvd.  
LaBelle, FL 33935  
(863) 674-4092

Felda Community Center

55 N. Willis Ranch Road  
Felda, FL 33935  
(863) 675-5252

Harlem Pool/YMCA Recreation Center

2001 10<sup>th</sup> Street  
Clewiston, FL 33440  
(239) 275- 9622

Eastside Elementary School

201 Arroyo Ave.  
Clewiston, FL 33440  
(863) 983-1565

Central Elementary School

1000 S Deane Duff Ave.  
Clewiston, FL 3340  
(863) 983-1553

LaBelle High School

4050 E Cowboy Way  
LaBelle, FL 33935  
(863) 674-4120

Country Oaks Elementary School

2052 NW Eucalyptus Blvd.  
LaBelle, FL 33935  
(863) 674-4623

Clewiston High School

1501 S. Francisco St.  
Clewiston, FL 33440  
(863) 983-1525

**Mira Verde Apts. – Mobile Bus Stops**

6760 Santa Fe N.  
LaBelle, FL 33935  
(863) 674-4125

**North LaBelle Mobile Bus Stops**

1275 Apache Ave  
LaBelle, FL 33935  
(863) 674-4125

**Clewiston Bus #2 Mobile Stops**

514 Redish Cir.  
Clewiston, FL 33440  
(863) 983-1525

**In-City LaBelle Mobile Bus Stops**

375 N. Main Street  
LaBelle, FL 33935  
(863) 674-4125

**Clewiston Bus #1 Mobile Stops**

700 Harlem Tenants Cir.  
Clewiston, FL 33440  
(863) 983-1525

**Montura Early Learning Center**

455 N. Hacienda St.  
Clewiston, FL 33440  
(863) 983-1525

**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

**Disclosure of Lobbying Activities**

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

(See next page)

<p><b>1. Type of Federal Action:</b> <i>(circle one)</i></p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b> <i>(circle one)</i></p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p><b>3. Report Type:</b> <i>(circle one)</i></p> <p>a. initial filing b. material change</p> <p><b>For material change only:</b> Year _____ quarter _____ Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>_____ Prime _____ Sub awardee</p> <p>Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p><b>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</b></p>	<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b> _____</p>	

<b>penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	
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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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 subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.



# Hendry County Breakfast

# JAN

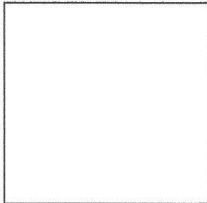
**MONDAY**

**TUESDAY**

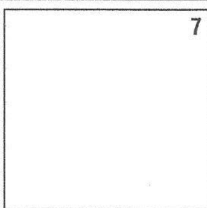
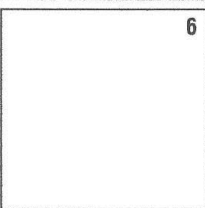
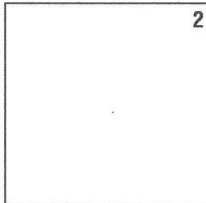
**WEDNESDAY**

**THURSDAY**

**FRIDAY**



**MEAL REQUIREMENTS**  
 Must select at least 3 of the 5 offered components:  
 Meat/Meat Alternative, Grain, Veggie, Fruit, Milk  
**ONE SELECTION MUST BE A 1/2 CUP OF FRUIT OR VEGGIE!**



**8**

Warm Donut  
 Pop-tart w/ Graham Cracker  
 Raisins  
 Mixed Fruit  
 Milk Choice

**9**

Sausage Biscuit  
 Assorted Cereal w/ graham cracker  
 Applesauce  
 Oranges  
 Milk Choice

**10**

Chicken Biscuit  
 Assorted Cereal  
 Raisins  
 Applesauce  
 Milk Choice

**13**

French Toast with Syrup  
 Blueberry Muffin with String Cheese  
 Sides  
 Oranges  
 Diced Peach

**14**

Dutch Waffle  
 Blueberry Parfait  
 Mixed Fruit  
 Apples  
 Milk Choice

**15**

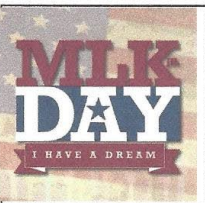
Cinnamon Roll  
 Pop-tart w/graham cracker  
 Diced Peaches  
 Apples  
 Milk Choice

**16**

Cheese Omelet w/toast  
 Pop-tart w/graham cracker  
 Diced Peaches  
 Apples  
 Milk Choice

**17**

Mini filled Bagels  
 Assorted Cereal w/graham crackers  
 Applesauce  
 Raisins  
 Milk Choice



**21**

Donut  
 Pop-tart with String Cheese  
 Apple Sauce  
 Mixed Fruit  
 Milk Choice

**22**

Dutch Waffle  
 Blueberry Parfait  
 Mixed Fruit  
 Apples  
 Milk Choice

**23**

Cheese Omelet w/toast  
 Pop-tart w/graham cracker  
 Diced Peaches  
 Apples  
 Milk Choice

**24**

Bacon, Egg, Cheese Biscuit  
 Blueberry Muffin w/Cheese stick  
 Apple Juice  
 Oranges  
 Milk Choice

**27**

French Toast with Syrup  
 Blueberry Muffin with String Cheese  
 Sides  
 Oranges  
 Diced Peach

**28**

Warm Sausage Biscuit  
 Blueberry Patch Parfait  
 SIDES  
 Apple Sauce  
 Dried Cranberries  
 Milk Choice

**29**

Cheese Omelet w/toast  
 Pop-tart w/graham cracker  
 Diced Peaches  
 Apples  
 Milk Choice

**30**

Pancakes & Syrup  
 Strawberry Parfait  
 Diced Pears  
 Raisins  
 Milk Choice

**31**

Mini filled Bagels  
 Assorted Cereal w/graham crackers  
 Applesauce  
 Raisins  
 Milk Choice

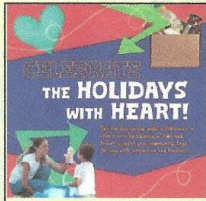
This institution is an equal opportunity provider.

### MONDAY

A student's meal includes entrée choice, made with protein and grain offerings, vegetables, fruit, and a milk choice.

Garden bar available daily, including variety of fresh or canned fruit, fruit juice, fresh vegetables, and milk choice (1% unflavored or non-fat flavored)

### TUESDAY



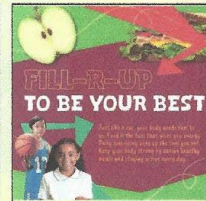
### WEDNESDAY



### THURSDAY



### FRIDAY



**MEAL REQUIREMENTS**  
Must select at least 3 of the 5 offered components:  
Meat/Meat Alternative, Grain, Veggie, Fruit, Milk  
**ONE SELECTION MUST BE A 1/2 CUP OF FRUIT OR VEGGIE!**

**8**  
Taco Quesadilla  
Hot Diggety Dog  
Sides: Tatar Tots  
Garden Bar Specials: Baby Carrots, Fresh Fruit, Diced Peaches, Milk Choice

**9**  
Beefy Nachos  
Crispy Chicken Wrap  
Sides: Roasted Broccoli  
Garden Bar Specials: Chilled Corn, Fresh Fruit, Mixed Fruit, Milk Choice

**10**  
Cheese or Pepperoni Pizza  
Crispy Chicken Tenders w/ Breadstick  
Sides: Roasted Green Beans  
Garden Bar Specials: Celery Sticks, Fresh Fruit, Diced Peaches, Milk Choice

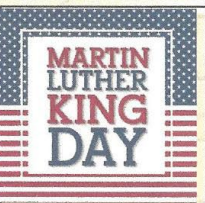
**13**  
Savory Cheeseburger  
Hot Ham & Cheese Sandwich  
Side: Aztec Corn  
Garden Bar Specials: Cucumbers Slice  
Fresh Fruit, Diced Peaches, Milk

**14**  
\*Meatballs in Brown Gravy Served w/ Mashed Potatoes & \*Breadstick  
Fruit & Yo-To-Go Box  
Hot Side: Green Beans  
Baby Carrots, Fresh Apple Slices, Pears, Milk Choice

**15**  
Baked Penne Pasta w/ Breadstick  
Turkey & Cheese Sandwich  
Sides: Potato Wedges  
Garden Bar Specials: Baby Carrots, Fresh Fruit, Diced Peaches, Milk Choice

**16**  
County Fair Corn Dog  
American-Style Deli Sandwich  
Sides: Baked Beans  
Garden Bar Specials: Chilled Corn, Fresh Fruit, Mixed Fruit, Milk Choice

**17**  
Cheese or Pepperoni Pizza  
Hot Turkey & Cheese Sandwich  
Sides: Roasted Broccoli & Carrots  
Garden Bar Specials: Celery Sticks, Fresh Fruit, Diced Peaches, Milk Choice



**21**  
Beef Soft Taco's  
Classic Chef Salad w/ Breadstick  
Sides: Seasoned Rice  
Garden Bar Specials: Fresh Broccoli Florets, Fresh Fruit, Applesauce, Milk

**22**  
Popcorn Chicken Bowl w/ Breadstick  
Hot Diggety Dog  
Sides: Potato Wedge  
Garden Bar Specials: Baby Carrots, Fresh Fruit, Diced Peaches, Milk Ch

**23**  
Spaghetti w/ Meat Sauce  
Blueberry Patch Parfait  
Sides: Roasted Broccoli & Carrots  
Garden Bar Specials: Chilled Corn, Fresh Fruit, Mixed Fruit, Milk

**24**  
Cheese or Pepperoni Pizza  
Sloppy Joe Sandwich  
Sides: Low Country Green Beans  
Garden Bar Specials: Celery Sticks, Fresh Fruit, Diced Peaches, Milk

**27**  
Sweet & Sour Chicken Bowl  
Grilled Cheese Sandwich  
Side: Roasted Broccoli & Carrots  
Garden Bar Specials: Cucumber Slices  
Fresh Fruit, Diced Peaches, Milk

**28**  
Breakfast for Lunch  
Pancakes w/ Sausage Patties  
Fruit & Yo-To-Go Box  
Sides: Tater Tots  
Garden Bar Specials: Fresh Broccoli Florets, Fresh Fruit, Applesauce, Milk

**29**  
Macaroni and Cheese with Breadstick  
Chicken Caesar Salad w/ Breadstick  
Sides: Southwest Black Beans  
Garden Bar Specials: Baby Carrots, Fresh Fruit, Diced Peaches, Milk Choice

**30**  
Chicken Tenders w/ Breadstick  
American-Style Deli Sandwich  
Sides: Roasted Green Beans  
Garden Bar Specials: Chilled Corn, Fresh Fruit, Mixed Fruit, Milk Choice

**31**  
Cheese or Pepperoni Pizza  
Hot Ham and Cheese Sandwich  
Sides: Mixed Vegetables  
Garden Bar Specials: Celery Sticks, Fresh Fruit, Diced Peaches, Milk



# Hendry County High School

January 8 thru January 10

## ADVENTURE



### DAILY SPECIALS

- M:** Pasta with Chicken, Meatballs, or Tuscan Vegetables, Sauce, Roasted Broccoli
- T:** Pasta with Alfredo Sauce, Spicy Italian Sausage, Bread Stick, Caesar Salad
- W:** Pasta with Chicken, Meatballs, or Tuscan Vegetables, Sauce, Roasted Broccoli
- TH:** Pasta with Alfredo Sauce, Spicy Italian Sausage, Bread Stick, Caesar Salad
- F:** Pasta with Chicken, Meatballs, or Tuscan Vegetables, Sauce, Roasted Broccoli



### DAILY SPECIALS

- M:** Turkey & Cheese Sub, Crispy Chicken Wrap, Chef Salad, Blueberry Parfait
- T:** American-Style Sub, Chicken Caesar Salad, Garden Hearty Salad, Strawberry Banana Parfait
- W:** Italian Deli Sub, Buffalo Chicken Wrap, Crispy Chicken Salad, Peach Parfait
- TH:** Turkey & Cheese Sub, Crispy Chicken Wrap, Chicken Caesar Salad, Strawberry Parfait
- F:** Ham & Cheese Sub, Chicken Caesar Wrap, Garden Fiesta Salad, Double Berry Parfait

## GRILL



### DAILY SPECIALS

Cheeseburgers, Hamburger, Spicy Chicken Sandwich, Crispy Chicken Sandwich, Veggie Burger. Side: Fries, Salad

- M:** Grilled Cheese Sandwich
- T:** Hot Dog
- W:** BBQ Pulled Pork Sandwich
- TH:** Mushroom Swiss Burger
- F:** Fish Sandwich, Bacon Cheeseburger

## PIZZA



### DAILY SPECIALS

Cheese Pizza, Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Sauce

- M:** Sausage Pizza, Sides: Garden Salad
- T:** Buffalo Chicken Pizza, Sides; Caesar Salad
- W:** Supreme Pizza, Sides; Garden Salad
- TH:** Hawaiian Pizza, Sides; Caesar Salad
- F:** Meatlover's Pizza Sides; Garden Salad

## DELI



### DAILY SPECIALS

Custom Subs, Wraps & Flatbreads with a Variety of Meats, Cheeses, Fresh assorted toppings and Sauces

- M:** Premade Sandwich available at the Pizza Station for Grab & Go
- T:** Variety of Meats and Cheese
- W:** Made To Order Daily
- TH:** Assorted Toppings
- F:**

## EXTRAS



A hearty garden bar, fresh fruits and a variety of vegetables and sides are offered daily. We hope to inspire and encourage all students to make healthy choices regularly.



This institution is an equal opportunity provider. Additional nutrition information available upon request.



# Hendry County High School

January 13 to January 17

## ADVENTURE



### DAILY SPECIALS

Sides and topping available in Mexican Style beans

- M:** Taqueria Bowl with Beef Taco or Tinga Chicken
- T:** Beef or Tinga Chicken Wrap
- W:** Enchilada Suiza or Beans & Cheese Enchilada
- TH:** Street Taco with Refried Beans, Pavo Al Pastor, or Pulled pork Carnitas
- F:** Tinga Chicken or Beef Tacos

## FAST TAKES



### DAILY SPECIALS

- M:** Turkey & Cheese Sub, Crispy Chicken Wrap, Chef Salad, Blueberry Parfait
- T:** American-Style Sub, Chicken Caesar Salad, Garden Hearty Salad, Strawberry Banana Parfait
- W:** Italian Deli Sub, Buffalo Chicken Wrap, Crispy Chicken Salad, Peach Parfait
- TH:** Turkey & Cheese Sub, Crispy Chicken Wrap, Chicken Caesar Salad, Strawberry Parfait
- F:** Ham & Cheese Sub, Chicken Caesar Wrap, Garden Fiesta Salad, Double Berry Parfait

## GRILL



### DAILY SPECIALS

Cheeseburgers, Hamburger, Spicy Chicken Sandwich, Crispy Chicken Sandwich, Veggie Burger. Side: Fries, Salad

- M:** Grilled Cheese Sandwich
- T:** Hot Dog
- W:** BBQ Pulled Pork Sandwich
- TH:** Mushroom Swiss Burger
- F:** Fish Sandwich, Bacon Cheeseburger

## PIZZA



### DAILY SPECIALS

Cheese Pizza, Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Sauce

- M:** Sausage Pizza, Sides: Garden Salad
- T:** Buffalo Chicken Pizza, Sides; Caesar Salad
- W:** Supreme Pizza, Sides; Garden Salad
- TH:** Hawaiian Pizza, Sides; Caesar Salad
- F:** Meatlover's Pizza Sides; Garden Salad

## DELI



### DAILY SPECIALS

Custom Subs, Wraps & Flatbreads with a Variety of Meats, Cheeses, Fresh assorted toppings and Sauces

- M:** Premade Sandwich available at the Pizza Station for Grab & Go
- T:** Variety of Meats and Cheese
- W:** Made To Order Daily
- TH:** Assorted Toppings
- F:**

## EXTRAS



A hearty garden bar, fresh fruits and a variety of vegetables and sides are offered daily. We hope to inspire and encourage all students to make healthy choices regularly.



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# Hendry County High School

January 21 to January 24

## ADVENTURE



### DAILY SPECIALS

Made to Order BBQ Sandwich, Totchos or Nachos with Beans and assorted toppings

- M:** BBQ Pulled Pork Sanswich with Variety of sides
- T:** Pulled Pork and Queso Nachos with BBQ Options
- W:** BBQ Pork Sandwich with Variety of toppings
- TH:** Pulled Pork Tatchos with Cheese sauce and Variety of Sides
- F:** Pullled Pork Sandwich with toppings

## FAST TAKES



### DAILY SPECIALS

- M:** Turkey & Cheese Sub, Crispy Chicken Wrap, Chef Salad, Blueberry Parfait
- T:** American-Style Sub, Chicken Caesar Salad, Garden Hearty Salad, Strawberry Banana Parfait
- W:** Italian Deli Sub, Buffalo Chicken Wrap, Crispy Chicken Salad, Peach Parfait
- TH:** Turkey & Cheese Sub, Crispy Chicken Wrap, Chicken Caesar Salad, Strawberry Parfait
- F:** Ham & Cheese Sub, Chicken Caesar Wrap, Garden Fiesta Salad, Double Berry Parfait

## GRILL



### DAILY SPECIALS

Cheeseburgers, Hamburger, Spicy Chicken Sandwich, Crispy Chicken Sandwich, Veggie Burger. Side: Fries, Salad

- M:** Grilled Cheese Sandwich
- T:** Hot Dog
- W:** BBQ Pulled Pork Sandwich
- TH:** Mushroom Swiss Burger
- F:** Fish Sandwich, Bacon Cheeseburger

## PIZZA



### DAILY SPECIALS

Cheese Pizza, Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Sauce

- M:** Sausage Pizza, Sides: Garden Salad
- T:** Buffalo Chicken Pizza, Sides; Caesar Salad
- W:** Supreme Pizza, Sides; Garden Salad
- TH:** Hawaiian Pizza, Sides; Caesar Salad
- F:** Meatlover's Pizza Sides; Garden Salad

## DELI



### DAILY SPECIALS

Custom Subs, Wraps & Flatbreads with a Variety of Meats, Cheeses, Fresh assorted toppings and Sauces

- M:** Premade Sandwich available at the Pizza Station for Grab & Go
- T:** Variety of Meats and Cheese
- W:** Made To Order Daily
- TH:** Assorted Toppings
- F:**

## EXTRAS



A hearty garden bar, fresh fruits and a variety of vegetables and sides are offered daily. We hope to inspire and encourage all students to make healthy choices regularly.



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# Hendry County High School

January 27 to January 31

## ADVENTURE



### DAILY SPECIALS

Breakfast for Lunch

- M:** Breakfast Tacos, Sides: Tater Tot Hash, Baked Cinnamon Apples
- T:** Biscuits and Gravy with Scrambled Eggs, Sides: Tater Tot Hash, Baked Cinnamon Apple
- W:** Pancakes and Scrambled Eggs, Sides: Tater Tot Hash, Warm Berries
- TH:** Chicken and Waffles, Sides: Tater Tot Hash, Baked Cinnamon Apples
- F:** Breakfast Tacos, Sides: Tater Tot Hash, Baked Cinnamon Apples

## FAST TAKES



### DAILY SPECIALS

- M:** Turkey & Cheese Sub, Crispy Chicken Wrap, Chef Salad, Blueberry Parfait
- T:** American-Style Sub, Chicken Caesar Salad, Garden Hearty Salad, Strawberry Banana Parfait
- W:** Italian Deli Sub, Buffalo Chicken Wrap, Crispy Chicken Salad, Peach Parfait
- TH:** Turkey & Cheese Sub, Crispy Chicken Wrap, Chicken Caesar Salad, Strawberry Parfait
- F:** Ham & Cheese Sub, Chicken Caesar Wrap, Garden Fiesta Salad, Double Berry Parfait

## GRILL



### DAILY SPECIALS

Cheeseburgers, Hamburger, Spicy Chicken Sandwich, Crispy Chicken Sandwich, Veggie Burger. Side: Fries, Salad

- M:** Grilled Cheese Sandwich
- T:** Hot Dog
- W:** BBQ Pulled Pork Sandwich
- TH:** Mushroom Swiss Burger
- F:** Fish Sandwich, Bacon Cheeseburger

## PIZZA



### DAILY SPECIALS

Cheese Pizza, Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Sauce

- M:** Sausage Pizza, Sides: Garden Salad
- T:** Buffalo Chicken Pizza, Sides; Caesar Salad
- W:** Supreme Pizza, Sides; Garden Salad
- TH:** Hawaiian Pizza, Sides; Caesar Salad
- F:** Meatlover's Pizza Sides; Garden Salad

## DELI



### DAILY SPECIALS

Custom Subs, Wraps & Flatbreads with a Variety of Meats, Cheeses, Fresh assorted toppings and Sauces

- M:** Premade Sandwich available at the Pizza Station for Grab & Go
- T:** Variety of Meats and Cheese
- W:** Made To Order Daily
- TH:** Assorted Toppings
- F:**

## EXTRAS



A hearty garden bar, fresh fruits and a variety of vegetables and sides are offered daily. We hope to inspire and encourage all students to make healthy choices regularly.



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# Hendry County Middle School

January 8 to January 10 2024



## GLOBAL FLAVORS

M	Chicken Tenders or Nuggets with Garlic Knot, Fries
T	Bean & Cheese Enchilada, Rice, Black Beans
W	Loaded Baked Potato with Breadstick, Broccoli
TH	Pasta Bowl with Meat Sauce, Parmesan Green Beans
F	Orange Chicken with Rice, Spicy Asian Veggie Blend

### DAILY SPECIALS



**PLANT-BASED, VEGETARIAN, NATURAL & MORE... ALL THE INGREDIENTS YOU LOVE!**

## FAST TAKES

M	Turkey & Cheese Sub, Crispy Chicken Wrap, Chef Salad, Blueberry Parfait
T	American-Style Sub, Chicken Caesar Salad, Garden Hearty Salad, Strawberry Banana Parfait
W	Italian Deli Sub, Buffalo Chicken Wrap, Crispy Chicken Salad, Peach Parfait
TH	Turkey & Cheese Sub, Crispy Chicken Wrap, Chicken Caesar Salad, Strawberry Parfait
F	Ham & Cheese Sub, Chicken Caesar Wrap, Garden Fiesta Salad, Double Berry Parfait

### DAILY SPECIALS

#### MON

Kidney Beans  
Salad Mix  
Assorted Fresh Fruits  
Variety of canned Fruits

#### TUES

Basil Corn Salad  
Fresh Broccoli  
Salad Mix  
Fresh Fruit  
Canned Fruits

## EVERYDAY PIZZA

M	Sausage Pizza, Garden Salad
T	Buffalo Chicken Pizza, Caesar Salad
W	Supreme Pizza, Garden Salad
TH	Hawaiian Pizza, Caesar Salad
F	Meatlover's Pizza, Garden Salad

### DAILY SPECIALS

Cheese Pizza, Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Sauce

#### WED

Baby Carrots  
Salad Mix  
Fresh Fruits  
Canned Fruits

#### THURS

Chilled Corn  
Baby Carrots  
Salad Mix  
Fresh Fruit

## EVERYDAY GRILL

M	Deluxe Grilled Cheese Sandwich
T	Hot Dog on a Bun
W	BBQ Pulled Pork Sandwich
TH	Mushroom Swiss Burger
F	Fish Sandwich, Bacon Cheeseburger

### DAILY SPECIALS

Cheese Pizza, Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Sauce

#### FRI

Celery Sticks  
Salad Mix  
Fresh Fruits  
Fresh Toppings

## EVERYDAY NACHOS

M	Make every day a Fiesta of Flavors and Fun!
T	Choose your Filling, then build your Mexican Favorite just the way you like it.
W	Choose up to two proteins: Beef filling, Fajita Chicken, Pulled Pork, Refried Beans
TH	Cheddar Cheese Sauce, Queso Blanco
F	Finish your Nacho creation with a variety of fresh topping

### DAILY SPECIALS

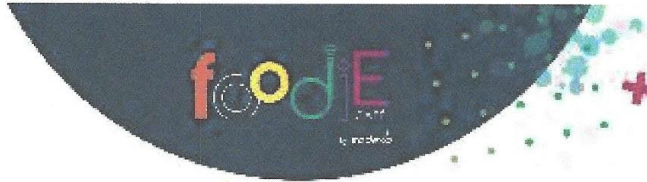
Made Order Nacho's Made Daily

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# Hendry County Middle School

January 13 to January 17



## GLOBAL FLAVORS

- M Pulled Pork Nachos with Cheese, Tater Tots
- T Teriyaki Meatball, Spicy Asian Veggies
- W Refried Beans Tacos, Black Beans
- TH Street Ramen with Chicken, Fresh Vegetables
- F Chicken & Waffles, Blue Ribbon Slaw

### DAILY SPECIALS



**PLANT-BASED, VEGETARIAN, NATURAL & MORE... ALL THE INGREDIENTS YOU LOVE!**

## FAST TAKES

- M Turkey & Cheese Sub, Crispy Chicken Wrap, Chef Salad, Blueberry Parfait
- T American-Style Sub, Chicken Caesar Salad, Garden Hearty Salad, Strawberry Banana Parfait
- W Italian Deli Sub, Buffalo Chicken Wrap, Crispy Chicken Salad, Peach Parfait
- TH Turkey & Cheese Sub, Crispy Chicken Wrap, Chicken Caesar Salad, Strawberry Parfait
- F Ham & Cheese Sub, Chicken Caesar Wrap, Garden Fiesta Salad, Double Berry Parfait

### DAILY SPECIALS

#### MON

- Kidney Beans
- Salad Mix
- Assorted Fresh Fruits
- Variety of canned Fruits

#### TUES

- Basil Corn Salad
- Fresh Broccoli
- Salad Mix
- Fresh Fruit
- Canned Fruits

## EVERYDAY PIZZA

- M Sausage Pizza, Garden Salad
- T Buffalo Chicken Pizza, Caesar Salad
- W Supreme Pizza, Garden Salad
- TH Hawaiian Pizza, Caesar Salad
- F Meatlover's Pizza, Garden Salad

### DAILY SPECIALS

Cheese Pizza, Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Sauce

#### WED

- Baby Carrots
- Salad Mix
- Fresh Fruits
- Canned Fruits

#### THURS

- Chilled Corn
- Baby Carrots
- Salad Mix
- Fresh Fruit

## EVERYDAY GRILL

- M Deluxe Grilled Cheese Sandwich
- T Hot Dog on a Bun
- W BBQ Pulled Pork Sandwich
- TH Mushroom Swiss Burger
- F Fish Sandwich, Bacon Cheeseburger

### DAILY SPECIALS

Cheese Pizza, Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Sauce

#### FRI

- Celery Sticks
- Salad Mix
- Fresh Fruits
- Fresh Toppings

## EVERYDAY NACHOS

- M Make every day a Fiesta of Flavors and Fun!
- T Choose your Filling, then build your Mexican Favorite just the way you like it.
- W Choose up to two proteins: Beef filling, Fajita Chicken, Pulled Pork, Refried Beans
- TH Cheddar Cheese Sauce, Queso Blanco
- F Finish your Nacho creation with a variety of fresh topping

### DAILY SPECIALS

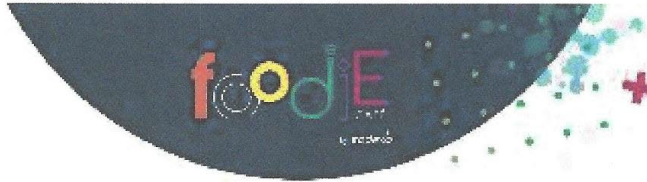
Made Order Nacho's Made Daily

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# Hendry County Middle School

January 21 to January 24



## GLOBAL FLAVORS

M	Home-Style Breakfast Plate, Fruit Topped Waffles, Tater Tots
T	Teriyaki Chicken Burrito, Spicy Asian Blend Veggies
W	Chicken Parmesan Pasta Bowl, Parmesan Green Beans
TH	Tex Mex Beef Burrito, Black Beans
F	Three Cheese Flatbread, Oven Roasted Broccoli

### DAILY SPECIALS



**PLANT-BASED, VEGETARIAN, NATURAL & MORE... ALL THE INGREDIENTS YOU LOVE!**

## FAST TAKES

M	Turkey & Cheese Sub, Crispy Chicken Wrap, Chef Salad, Blueberry Parfait
T	American-Style Sub, Chicken Caesar Salad, Garden Hearty Salad, Strawberry Banana Parfait
W	Italian Deli Sub, Buffalo Chicken Wrap, Crispy Chicken Salad, Peach Parfait
TH	Turkey & Cheese Sub, Crispy Chicken Wrap, Chicken Caesar Salad, Strawberry Parfait
F	Ham & Cheese Sub, Chicken Caesar Wrap, Garden Fiesta Salad, Double Berry Parfait

### DAILY SPECIALS

#### MON

Kidney Beans  
Salad Mix  
Assorted Fresh Fruits  
Variety of canned Fruits

#### TUES

Basil Corn Salad  
Fresh Broccoli  
Salad Mix  
Fresh Fruit  
Canned Fruits

## EVERYDAY PIZZA

M	Sausage Pizza, Garden Salad
T	Buffalo Chicken Pizza, Caesar Salad
W	Supreme Pizza, Garden Salad
TH	Hawaiian Pizza, Caesar Salad
F	Meatlover's Pizza, Garden Salad

### DAILY SPECIALS

Cheese Pizza, Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Sauce

#### WED

Baby Carrots  
Salad Mix  
Fresh Fruits  
Canned Fruits

#### THURS

Chilled Corn  
Baby Carrots  
Salad Mix  
Fresh Fruit

## EVERYDAY GRILL

M	Deluxe Grilled Cheese Sandwich
T	Hot Dog on a Bun
W	BBQ Pulled Pork Sandwich
TH	Mushroom Swiss Burger
F	Fish Sandwich, Bacon Cheeseburger

### DAILY SPECIALS

Cheese Pizza, Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Sauce

#### FRI

Celery Sticks  
Salad Mix  
Fresh Fruits  
Fresh Toppings

## EVERYDAY NACHOS

M	Make every day a Fiesta of Flavors and Fun!
T	Choose your Filling, then build your Mexican Favorite just the way you like it.
W	Choose up to two proteins: Beef filling, Fajita Chicken, Pulled Pork, Refried Beans
TH	Cheddar Cheese Sauce, Queso Blanco
F	Finish your Nacho creation with a variety of fresh topping

### DAILY SPECIALS

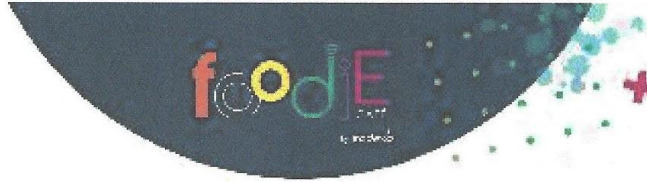
Made Order Nacho's Made Daily

This institution is an equal opportunity provider. Additional nutrition information available upon request.



# Hendry County Middle School

January 27 to January 31



## GLOBAL FLAVORS

M	Italian Meatball Sub, Parmesan Green Beans
T	BBQ or Buffalo pork Sandwich with Toppings
W	Beef tacos and Black Beans with Toppings and Sides
TH	Greek Meatball Sub with Sides
F	Teriyaki Chicken Tacos, Spicy Asian Vegetable assorted topping

### DAILY SPECIALS



**PLANT-BASED, VEGETARIAN, NATURAL & MORE... ALL THE INGREDIENTS YOU LOVE!**

## FAST TAKES

M	Turkey & Cheese Sub, Crispy Chicken Wrap, Chef Salad, Blueberry Parfait
T	American-Style Sub, Chicken Caesar Salad, Garden Hearty Salad, Strawberry Banana Parfait
W	Italian Deli Sub, Buffalo Chicken Wrap, Crispy Chicken Salad, Peach Parfait
TH	Turkey & Cheese Sub, Crispy Chicken Wrap, Chicken Caesar Salad, Strawberry Parfait
F	Ham & Cheese Sub, Chicken Caesar Wrap, Garden Fiesta Salad, Double Berry Parfait

### DAILY SPECIALS

#### MON

Kidney Beans  
Salad Mix  
Assorted Fresh Fruits  
Variety of canned Fruits

#### TUES

Basil Corn Salad  
Fresh Broccoli  
Salad Mix  
Fresh Fruit  
Canned Fruits

## EVERYDAY PIZZA

M	Sausage Pizza, Garden Salad
T	Buffalo Chicken Pizza, Caesar Salad
W	Supreme Pizza, Garden Salad
TH	Hawaiian Pizza, Caesar Salad
F	Meatlover's Pizza, Garden Salad

### DAILY SPECIALS

Cheese Pizza, Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Sauce

#### WED

Baby Carrots  
Salad Mix  
Fresh Fruits  
Canned Fruits

## EVERYDAY GRILL

M	Deluxe Grilled Cheese Sandwich
T	Hot Dog on a Bun
W	BBQ Pulled Pork Sandwich
TH	Mushroom Swiss Burger
F	Fish Sandwich, Bacon Cheeseburger

### DAILY SPECIALS

Cheese Pizza, Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Sauce

#### THURS

Chilled Corn  
Baby Carrots  
Salad Mix  
Fresh Fruit

## EVERYDAY NACHOS

M	Make every day a Fiesta of Flavors and Fun!
T	Choose your Filling, then build your Mexican Favorite just the way you like it.
W	Choose up to two proteins: Beef filling, Fajita Chicken, Pulled Pork, Refried Beans
TH	Cheddar Cheese Sauce, Queso Blanco
F	Finish your Nacho creation with a variety of fresh topping

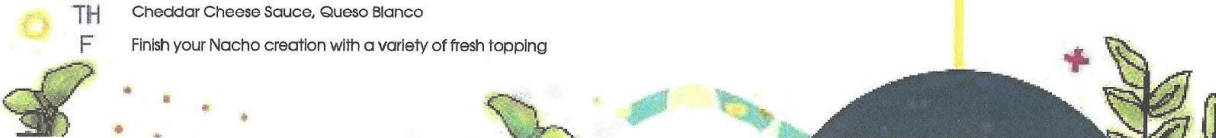
### DAILY SPECIALS

Made Order Nacho's Made Daily

#### FRI

Celery Sticks  
Salad Mix  
Fresh Fruits  
Fresh Toppings

This institution is an equal opportunity provider. Additional nutrition information available upon request.





# Snack Menu

# JAN

**MONDAY**

**TUESDAY**

**WEDNESDAY**

**THURSDAY**

**FRIDAY**



**MEAL REQUIREMENTS**  
 Must select at least 3 of the 5 offered components:  
 Meat/Meat Alternative, Grain, Veggie, Fruit, Milk  
 ONE SELECTION MUST BE A 1/2 CUP OF FRUIT OR VEGGIE!

6

7

8  
Honey Graham Crackers  
Milk Choice

9  
Harvest Cheddar Sun Chips  
100% Juice

10  
Assorted Muffins  
Milk Choice

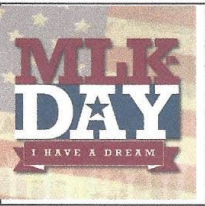
13  
Harvest Sun Chips  
100% Juice

14  
Fresh Whole Apple  
String Cheese

15  
Honey Graham Crackers  
Milk Choice

16  
Harvest Cheddar Sun Chips  
100% Juice

17  
Granma's Mini Chocolate Chip  
Cookies  
100% Juice



21  
Fresh Whole Apple  
String Cheese

22  
Assorted Muffins  
Milk Choice

23  
Harvest Cheddar Sun Chips  
100% Juice

24  
Granma's Mini Chocolate Chip  
Cookies  
100% Juice

27  
Harvest Cheddar Sun Chips  
100% Juice

28  
Granma's Mini Chocolate Chip  
Cookies  
100% Juice

29  
Goldfish Pretzels  
String Cheese

30  
Fresh Whole Apple  
String Cheese

31  
Muffin  
Milk Choice

This institution is an equal opportunity provider.



# Supper Menu

# JAN

**MONDAY**

**TUESDAY**

**WEDNESDAY**

**THURSDAY**

**FRIDAY**



**MEAL REQUIREMENTS**  
 Must select at least 3 of the 5 offered components:  
 Meat/Meat Alternative;  
 Grain; Veggie; Fruit; Milk  
 ONE SELECTION MUST BE A 1/2 CUP OF FRUIT OR VEGGIE!

**6**

Crispy Chicken Wrap  
 Fresh Orange  
 Baby Carrots  
 Milk Choice

**7**

Oven Roasted Turkey & Cheese Sandwich  
 Whole Crisp Apple  
 Celery Sticks  
 Milk Choice

**8**

American Style Sandwich  
 Fresh Orange Slices  
 Baby Carrots  
 Milk Choice

**9**

Hickory Ham & Cheese Sandwich  
 Fresh Orange  
 Broccoli Florets  
 Milk Choice

**10**

Oven Roasted Turkey & Cheese Wrap  
 Fresh Fruit  
 Celery sticks  
 Milk Choice

**13**

Turkey and Cheese Sandwich  
 Cucumber Coins  
 Fresh Fruit  
 Milk

**14**

Italian-Style Sandwich  
 Fresh Whole Apple  
 Chilled Corn  
 Milk Choice

**15**

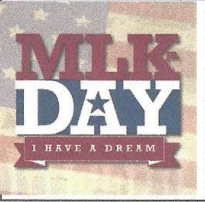
Crispy Chicken Wrap  
 Fresh Orange  
 Baby Carrots  
 Milk Choice

**16**

Oven Roasted Turkey & Cheese Sandwich  
 Whole Crisp Apple  
 Celery Sticks  
 Milk Choice

**17**

Hickory Ham & Cheese Sandwich  
 Fresh Whole Apple  
 Baby Carrots  
 Milk Choice



**21**

Hickory Ham & Cheese Sandwich  
 Apple  
 Chilled Corn  
 Milk Choice

**22**

American-Style Wrap  
 Fresh Orange  
 Broccoli Florets  
 Milk Choice

**23**

Crispy Chicken Wrap  
 Fresh Orange  
 Cucumber Coins  
 Milk Choice

**24**

Hickory Ham & Cheese Sandwich  
 Fresh Whole Apple  
 Baby Carrots  
 Milk Choice

**27**

Oven Roasted Turkey & Cheese Sandwich  
 Fresh Whole Apple  
 Cucumber Coins  
 Milk Choice

**28**

American-Style Wrap  
 Fresh Orange  
 Broccoli Florets  
 Milk Choice

**29**

Crispy Chicken Wrap  
 Fresh Apple  
 Baby Carrots  
 Milk Choice

**30**

Hickory Ham & Cheese Sandwich  
 Fresh Orange  
 Chilled Corn  
 Milk Choice

**31**

Chicken Ranch Wrap  
 Fresh Fruit  
 Carrots  
 Milk

This institution is an equal opportunity provider.

**Attachment 3  
FOOD BASED NUTRITION STANDARDS  
FOR MENU PLANNING  
NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM**

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

<sup>a</sup>Food items included in each food group and subgroup and amount Minimum creditable serving is ¼ cup.

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

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

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

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

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

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

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

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

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



**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, 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 State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). 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](mailto:program.intake@usda.gov).

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### **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).



**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.)***

- 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;
- 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, 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](mailto:program.intake@usda.gov).

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### **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.

## Certificate of Independent Price Determination

*Both the Sponsor and the Vendor shall execute this Certificate of Independent Price Determination.*

---

Sponsor Name

---

Vendor Name

A. By submission of this offer, the vendor certifies as to its own organization, that in connection with this solicitation:

- 1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or competitor;
- 2) Unless otherwise required by law, the prices provided in this offer have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to the award either directly or indirectly to any other vendor or competitor; and
- 3) No attempt has been made or will be made by the vendor to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. The person signing this offer on behalf of the vendor certifies that:

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

To the best of my knowledge, this vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

---

**Signature of Authorized Vendor Representative**

Title

Date

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

---

**Signature of Authorized Sponsor Representative**

Title

Date

## 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:

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"/>	

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"/>	

<b>Other Contractual Requirements Cont.</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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"/>		

<b>Staffing and Professional Development</b>	<b>Yes</b>	<b>No</b>		<b>Comments</b>
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"/>		

<b>Renewal Contracts</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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"/>	

<b>USDA Foods</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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:**

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**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