Request for Proposal and Contract

Food Service Management Company

Treasure Coast Classical Academy
#1489

School Food Authority (SFA)

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

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

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

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

This institution is an equal opportunity provider.

SECTION 1
INSTRUCTIONS

1.1 Notice of Solicitation

This Request for Proposal (RFP) is for the purpose of obtaining responses from vendors to provide meal services for Treasure Coast Classical Academy (SPONSOR/SFA). Child Nutrition Programs operated will include the United States Department of Agriculture's (USDA) National School Lunch Program (NSLP) and the programs checked below:

- ☒ School Breakfast Program (SBP)
- ☐ Afterschool Snack Program (ASP)
- ☐ Seamless Summer Option (SSO)
- ☐ Summer Food Service Program (SFSP)

Treasure Coast Classical Academy is a Public school located in Stuart, Florida. The goal of the Food Service Program is to provide healthy and nutritious food options for students.

1.2 Proposal Submission

Responses should address each of the requirements set forth in this RFP. Please provide the requested information no later than 5pm EST on 7/10/2026 to the address below. Responses will be publicly opened at 8am EST on June 22, 2026 to be evaluated per the criteria specified in subsection 1.4, below.

Please submit all proposals electronically to crystal.vanduyne@thetcca.net

1.3 Timeline

June 23, 2026 - Solicitation available to public

July 3, 2026 - Proposal questions due

July 7, 2026 - Proposal questions answered by publishing Addendum 1, if applicable

July 10, 2026 - Proposal submissions due by 5pm (time) EST

July 17, 2026 - July SFA review of Proposals

July 21, 2026 - SFA recommendation to FDACS for Review and Approval

July 28, 2026 - Contract Awarded

August 1, 2026 Contract Start Date

August 10, 2026, Vendor begins onsite service

1.4 Evaluation Criteria

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

Weight		FSMC Score	Criteria
30	Points		Cost (FSMC with the lowest price receives 30 points. The other vendors receive points equal to the lowest price divided by their meal price X 30. Do not round)
15	Points		Promotion of the Child Nutrition Program (FSMCs should be very specific as to their plans for promoting the Child Nutrition Programs. The SFA will rate the FSMC based on their specific plan proposed.) Specific examples of proven strategies implemented by FSMC to continually improve meal participation rates, especially for Breakfast and Lunch. • "Poor" shall mean the proposal does not meet RFP requirements. 0 points. • "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 4 points • "Good" shall mean that the proposal meets the RFP requirements. 12 points • "Exceptional" shall mean that the proposal exceeds the RFP requirements. 20 points
10	Points		Service Capability Plan - (FSMC needs to provide examples of providing service to similar type schools and their ability to supply healthy food options and locally sourced items); Ability to follow the Buy American Provision with a 10% cap on food not part of the BAP. • "Poor" shall mean the proposal does not meet RFP requirements. 0 points. • "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 2 points • "Good" shall mean that the proposal meets the RFP requirements. 6 points • "Exceptional" shall mean that the proposal exceeds the RFP requirements. 10 points
10	Points		Financial Conditions/Stability, Business Practices • "Poor" shall mean the proposal does not meet RFP requirements. 0 points. • "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 2 points • "Good" shall mean that the proposal meets the RFP requirements. 6 points • "Exceptional" shall mean that the proposal exceeds the RFP requirements. 10 points
10	Points		Accounting and Reporting Systems - (FSMC needs to provide examples of their records keeping and POS management); FSMC ability to Keep Accurate Meal Production Records and any other records that need to be completed and kept to stay in compliance with NSLP. • "Poor" shall mean the proposal does not meet RFP requirements. 0 points. • "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 2 points • "Good" shall mean that the proposal meets the RFP requirements. 6 points • "Exceptional" shall mean that the proposal exceeds the RFP requirements. 10 points
10	Points		Strategies for assuring compliance with USDA / FDACS regulations. Show Ability to complete Meal Planning/Menu's that are in NSLP compliance. Assurance in variety of fruits and vegetables that will be served throughout the meal planning. • "Poor" shall mean the proposal does not meet RFP requirements. 0 points. • "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 2 points • "Good" shall mean that the proposal meets the RFP requirements. 6 points • "Exceptional" shall mean that the proposal exceeds the RFP requirements. 10 points
10	Points		Food Tasting – Provide taste test of a variety of items from both breakfast and lunch service. Ensuring all food is in compliance with NSLP & SBA. • "Poor" shall mean the proposal does not meet RFP requirements. 0 points. • "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 2 points • "Good" shall mean that the proposal meets the RFP requirements. 6 points • "Exceptional" shall mean that the proposal exceeds the RFP requirements. 10 points
5	Points		References. Ability to provide three references for experience with NSLP. • "Poor" shall mean the proposal does not meet RFP requirements. 0 points. • "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 1 point • "Good" shall mean that the proposal meets the RFP requirements. 2 points • "Exceptional" shall mean that the proposal exceeds the RFP requirements. 5 points
100	Points		Total Points

1.5 Proposal Attachments

1. Proposal Summary
2. Certification Regarding Lobbying
3. Disclosure of Lobbying Activities
4. Exhibit A – Location of school(s)
5. Exhibit B – 21-day cycle menu
6. Exhibit C – Menu Planning Approach Guidelines
7. Exhibit D – Current Year School Calendar
8. Certification Regarding Drug-Free Workplace Requirements
9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
10. Certificate of Independent Price Determination
11. Food Service Management Company Monitoring Tool

1.6 Questions and Site Visits

Questions concerning this RFP and requests for a site visit can be submitted in writing via email to crystal.vanduyne@thetcca.net or via phone at 772-419-7680 ext. 107 by July 3, 2026. All responses to questions received will be made in writing on July 7, 2026 and sent to all potential vendors.

1.7 Addenda

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

SECTION 2
GENERAL CONDITIONS

2.1 Rejection of Proposal

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

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

2.2 Errors or Omissions

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

2.3 Deviations or Exceptions

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

2.5 Specifications and Conditions

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

2.6 Withdrawal of Proposal

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

2.7 Proposal Modifications

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

2.8 Bid Bonds *Required for SFSP*

Bids over $250,000 shall include a bid bond in the amount of 5% of the estimated contract value. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

Bid bonds will be returned (a) to unsuccessful proposers as soon as practicable after the opening of bids and (b) to the successful proposer upon execution of such further contractual documents and bonds as may be required by the proposal as accepted.

2.9 Performance Bonds *Required for SFSP*

The successful proposer shall provide the SFA with a performance bond in the amount of 10% of the contract price. The bond shall be executed by the FSMC and a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

The performance bond shall be furnished not later than ten days following award of the contract, but in all cases prior to commencement of performance.

2.10 Prohibition of Gratuities

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

2.11 Competition

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

2.12 FSMC Research

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

2.13 Conditions for Acceptance

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

2.14 Proposal computation method

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

2.15 Protest of the RFP

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

2.16 Copyrights

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

2.17 Patents

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

2.18 Federal Debarment Certification

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

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

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

2.19 Public Entity Crimes Certification

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

SECTION 3
SCOPE

3.1 The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.

3.2 The food service operation shall be managed to promote maximum participation in the Child Nutrition Programs.

3.3 The FSMC shall have the exclusive right to manage the Child Nutrition Programs at the sites specified on Exhibit A.

3.4 The FSMC will provide food services to each site as specified in Exhibit A.

3.5 The SFA may add or remove sites and/or meal periods for existing programs to Exhibit A at any time during each Contract Term unless the addition or removal of sites and/or meal periods creates a material or substantive Contract change.

3.6 The SFA reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.

3.7 The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the SFA in any fashion.

3.8 The FSMC shall conduct the food service operation to ensure compliance with the rules and regulations of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs.

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

SECTION 4
SCHOOL FOOD AUTHORITY RESPONSIBILITIES

4.1 The SFA shall ensure that the food service operation is in conformance with its *National School Lunch and Breakfast Program Sponsor Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*.

4.2 The SFA shall retain control of the quality, extent, and general nature of its food service operation and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.

4.3 The SFA shall monitor the food service operation through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals provided that nothing in this paragraph shall be construed as to relieve the FSMC of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations.

4.4 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA.

4.5 The SFA shall approve all a la carte items and the prices charged for those items in advance of sale by the FSMC.

4.6 The SFA shall retain signatory authority on the FDACS *Annual School Application for Participation in Child Nutrition Programs and Food Distribution Programs*; the *Policy Statement for Free Meals, Free Milk, and Reduced -Price Meals*; the *National School Lunch and Breakfast Program Sponsor Agreement*; and the *Child Nutrition Program Monthly Claim for Reimbursement*.

4.7 The SFA will establish internal controls that ensure the accuracy of meal counts before submittal of the *Monthly Claim for Reimbursement*. At a minimum, these controls will include:

- An on-site review of the meal counting and claiming system employed by each school,
- Reviews of meal count data for each site, and
- Edit checks of meal count data against the product of the eligibility data times an attendance factor.

4.8 The SFA shall ensure USDA Foods received for use by the SFA and made available to the FSMC are used within the Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. 250.

4.9 The SFA shall maintain and visibly post applicable health certification and assure all state and local regulations are met by the FSMC preparing or serving meals at SFA facilities.

4.10 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.

4.11 The SFA shall distribute and collect the letter and household applications for free and reduced-price meals or milk and determine eligibility of students for meal benefits.

4.12 SFA retains signature authority of Child Nutrition Program Agreement, free and reduced-price policy statement, and all claims input into the Florida Automated Nutrition System (7 CFR 210.16 (a)(5)). SFA is the approving official for the free/reduced eligibility applications, direct certification process, benefits issuance list, submission of claims for reimbursement, and verification requirements.

4.13 The SFA shall verify applications for free and reduced-price meals and conduct any appeals or hearings for eligibility determinations.

4.14 The SFA shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.

4.15 The SFA shall be responsible for resolution of program reviews and audit findings.

SECTION 5
FOOD SERVICE MANAGEMENT COMPANY RESPONSIBILITIES

5.1 The FSMC will conduct the school food service operation in conformance with the Program Sponsor Agreement between SFA and FDACS and in accordance with generally accepted standards of care and best practices in the industry.

5.2 The FSMC shall serve on such days and at such times as requested by the SFA:

- 5.2.1 Breakfasts, priced as a unit, which meet USDA requirements
- 5.2.2 Lunches, priced as a unit, which meet USDA requirements
- 5.2.3 After-school snacks, priced as a unit, pursuant to the After-School Care Program
- 5.2.4 Summer meals, priced as a unit, which meet USDA requirements
- 5.2.5 Milk, served to all children pursuant to the Special Milk Program
- 5.2.6 Fresh fruit and vegetables, served to all children pursuant to the USDA Fresh Fruit and Vegetable Program
- 5.2.7 Other foods as agreed upon by the FSMC and SFA, pursuant to applicable regulatory requirements

5.3 The FSMC shall serve free, reduced-price, and paid meals and/or free milk to those children designated by the SFA.

5.4 The FSMC shall implement collection procedures as specified by the SFA and approved by the FDACS.

5.5 The FSMC shall implement the *Offer versus Serve* provision at the food service sites specified by the SFA on Exhibit A.

5.6 The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes agreed to by the SFA and that follows the meal pattern requirements in Exhibits B and C for the first 21 days of meal service. After the first 21 days of meal service, menu changes may be made with SFA approval. After that time, meals must meet the nutrient standards for each program prescribed in 7 CFR §§ 210.10, 220.8, 225.16 as applicable.

5.7 The serving sizes, if applicable, provided by the SFA on the 21-day cycle menu(s) in Exhibit B are, in most cases based on the required minimum serving sizes stated in Exhibit C. If the serving sizes for the food items indicated on the menu(s) do not meet the required weekly calorie and nutrient standards as stated in Exhibit C, the FSMC must increase serving sizes and/or provide additional food items as necessary to meet the calorie and nutrient standards without altering the 21-day cycle menu(s). Serving sizes may not be decreased unless otherwise stated in this *Request for Proposal and Contract*.

5.8 The FSMC shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced through production records, minimum food waste and sustained or increasing participation levels in all Child Nutrition Programs operated by the SFA.

5.9 The FSMC shall participate in the parent, teacher, and student advisory board.

5.10 The FSMC shall cooperate with the SFA in promoting nutrition education and assist in the coordination of the SFA's food service with classroom instruction.

5.11 The FSMC shall use SFA facilities for preparation of food to be served as specified on Exhibit A.

5.12 The FSMC shall not directly or indirectly prevent the sale or marketing of fluid milk at any time, in any place on school premises or at any school-sponsored event.

5.13 The FSMC is required to substitute food components of the meal pattern for students who are considered to have a disability under 7 C.F.R. 15b and the disability restricts their diet. Substitutions must be made on a case-by-case basis only when supported by a written statement of the need for substitution(s) that includes recommended alternate foods, unless otherwise exempted by FNS. Such statement must be signed by a licensed physician.

The FSMC may make substitutions for students without disabilities who cannot consume the regular lunch or afterschool snack because of medical or other special dietary needs. These substitutions must be made on a case-by-case basis and only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Except with respect to substitutions for fluid milk, such a statement must be signed by a recognized medical authority.

5.14 The FSMC must provide the information on product cost and revenues generated from the sale of non-program foods for the State agency to confirm the SFA is compliant with this requirement. The information must include food cost of reimbursable meals, food cost from non-program foods, revenue from non-program foods and total revenue. This information is used to determine compliance with non-program foods in 7 CFR 210.14(f).

Non-program food includes a la carte, catering, vending, and student-operated stores, or any other sales generated through the non-profit school food service account not already described.

5.15 The FSMC shall deposit daily all monies in the SFA's nonprofit food service account.

5.16 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.

5.17 It will be the joint responsibility of the SFA and the FSMC to protect the anonymity of all children receiving free or reduced-price meals, and methods for ensuring anonymity shall be jointly agreed upon; provided that nothing in this paragraph shall be construed to relieve the FSMC of its independent obligation to protect the anonymity of all children receiving free or reduced-price meals and to provide the required quality and extent of goods and services hereunder.

SECTION 6
INVOICING AND PAYMENT

6.1 The FSMC shall submit itemized invoices to the SFA on a monthly basis. Invoices shall specify the number of meals provided to the SFA and the unit price for each meal type.

6.2 The SFA shall pay the FSMC the unit price specified in the Bid Summary times meals provided as specified in the invoice. The SFA shall pay:

6.2.1 According to the time frame as stated on the FSMC's invoice; or

6.2.2 Five (5) business days after receiving Meal Claim Reimbursement; whichever occurs sooner.

6.2.3 No later than forty-one days (41) calendar days of its receipt of the invoice from the FSMC.

6.3 The FSMC shall use the following delinquent payment notification procedures to exercise its right to demand payment from the SFA:

6.3.1 For invoices not paid within forty-two (42) calendar days after the SFA received the invoice, the Vendor shall send the SFA a notice letter with a copy of the original invoice attached. The Vendor shall also provide a copy of the notice letter to the FDACS.

6.3.2 When an invoice previously noticed when delinquent forty-two (42) calendar days is still delinquent and not paid in full within sixty-three (63) calendar days after the SFA received the invoice, the Vendor must provide a second letter to the SFA with a copy of the original invoice attached and provide a copy to the FDACS.

6.3.3 The Vendor may suspend service or terminate its contract with the SFA if the SFA has failed to make full and complete payment for any invoice sixty-three (63) or more calendar days after the invoice was received. The Vendor's failure to terminate its contract shall not waive its right to seek payment under appropriate Florida Law and procedures.

SECTION 7
USDA FOODS

7.1 Any USDA Foods received for use by the SFA and made available to the FSMC shall be used within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with 7 C.F.R. 250.

7.2 The FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently used in the nonprofit food service operation, subject to approval of the SFA.

7.3 The FSMC shall manage all USDA Foods to ensure the foods are used in the SFA's food service. USDA Foods shall not be sold, exchanged, or otherwise disposed of without the approval of the USDA.

7.4 The FSMC shall use all USDA ground beef, ground pork, and processed end products received in the SFA's food service operation. Commercially purchased foods shall not be substituted for these foods.

7.5 The FSMC shall use all other USDA Foods, or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, in the SFA's food service operation.

7.6 The SFA and FSMC shall adhere to provisions in 7 CFR 250, Subpart D to ensure the value of USDA Foods are fully used in the nonprofit food service and credited to the nonprofit school food service account.

7.6.1 The FSMC shall credit the SFA for the full value of all USDA Foods received for use in the SFA's meal service during the school year (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used.

7.6.2 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.

7.6.3 The FSMC will issue all such credit in full prior to the expiration of each Contract Term.

7.7 The FSMC will clearly identify USDA Foods credits on the SFA's 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 Foods items.

7.8 The current value of USDA Foods is based on the information listed on the SFA's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the FDACS.

7.9 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. subparagraph 210.9(b)(2).

7.10 At the end of each Contract Term and upon expiration or termination of the Contract, a year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC during each Contract Term for use in the SFA's food service operation.

7.11 The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting FDACS or the processor, as applicable.

7.12 The FSMC must keep separated inventories (both physical and accounting) of USDA Foods and regular purchased food.

7.13 The SFA and FSMC must maintain records of receipt of USDA Foods and processed end products, of crediting for the value of USDA Foods, and other records relating to USDA Foods in accordance with 7 C.F.R. section 250.54. All records pertaining to USDA Foods shall be maintained and made available for inspection by the SFA, FDACS and the USDA for a period of five (5) years plus the current year.

7.14 FSMC will comply with the storage and inventory management requirements for USDA Foods in 7 C.F.R. paragraph 250.14(b). USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the SFA's food service operation.

7.15 The FSMC must accept liability for any fault or negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA.

7.16 SFA and FDACS have and preserve a right to assert claims against other persons to whom USDA Foods are delivered for care, handling, or distribution, and will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, USDA Foods.

7.17 The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and FSMC cannot agree on end products, the FSMC shall use the USDA Foods in the form furnished by the USDA.

7.18 The SFA shall be responsible for contracting with any commercial facility for the processing or repackaging USDA Foods. The FSMC shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods. Although the FSMC may procure processed end products on behalf of the SFA, the FSMC itself may not itself enter into an In-State Processing Agreement, as described in 7 CFR § 250.30(e) with a processor, nor shall the FSMC enter into any subcontracts for further processing of USDA Foods. If the FSMC procures processed end products on behalf of the SFA, the FSMC will comply with the provisions of the SFA processing agreement(s) and the requirements in subpart C of 7 C.F.R. 250.

7.19 The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the FSMC to maintain records as required 7 C.F.R. section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the FSMC shall be subject to the provisions of § 250.13(e).

7.20 The SFA, FDACS, Comptroller General of the United States, Florida Auditor General, USDA, or any of their duly authorized representatives may perform on-site reviews of the FSMC's food service operation at any reasonable time. This includes the inspection and inventory of USDA Foods in storage, or the facilities used in the handling or storage of such USDA Foods, and inspection and audit all records, including financial records, and reports pertaining to the distribution of USDA Foods and may review or

audit the procedures and methods used in carrying out the requirements of this contract and 7 C.F.R. 250 and 210.

7.21 The FSMC shall return all unused USDA ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.

7.22 At the discretion of the SFA, the FSMC may be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.

7.23 The SFA shall retain title to all USDA Foods provided to the FSMC for use in the SFA's food service operation.

7.24 USDA Foods or processed end products containing USDA Foods shall not be used for catering or special functions conducted outside of the nonprofit school food service operation.

SECTION 8
PURCHASES/BUY AMERICAN

8.1 The FSMC shall retain title to all purchased food and nonfood items.

8.2 The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products that are either agricultural commodities produced in the United States or food product processed in the United States substantially using agricultural commodities produced in the United States.

8.3 The FSMC shall inform the SFA if a domestic food is unavailable. Documentation must be shown that consideration was given on the use of a domestic alternative food before approving an exception.

8.4 The FSMC shall not substitute commercially purchased foods for USDA ground beef, ground pork, and processed end products received.

8.5 The FSMC may substitute commercially purchased foods for all other USDA Food received. All commercially purchased food substitutes must be of the same generic identity as the USDA food received, of United States origin, and of equal or better quality than the USDA Foods as determined by the SFA.

8.6 The SFA shall ensure commercially purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin, and of equal or better quality than the USDA Foods as determined by the SFA.

8.7 The FSMC may be required to certify the percentage of United States content in the products supplied to the SFA.

8.8 The SFA reserves the right to review FSMC purchase records to ensure compliance with the *Buy American* provision in 7 CFR §§ 210.21 and 250.23.

8.9 The FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with United States content requirements.

8.10 The FSMC shall provide documentation on the use of non-domestic food when competition reveals the cost of domestic food is significantly high than non-domestic food.

8.11 The FSMC shall provide documentation for the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

SECTION 9
USE OF FACILITIES AND EQUIPMENT

9.1 The SFA shall make available without any cost or charge to the FSMC, the areas and premises agreeable to both parties in which the FSMC shall render its services.

9.2 The SFA shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.

9.3 The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations or otherwise use the facilities of the SFA for any reason other than those specifically provided for in this Contract without the express written consent of the SFA.

9.4 The FSMC and SFA shall inventory the equipment and supplies owned by the SFA at the beginning of the school year and the end of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen serving utensils. The FSMC will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory.

9.5 The SFA shall repair and service equipment except when damages result from the use of less-than-reasonable care by the FSMC employees or agents as determined by the SFA. When damage results from less-than-reasonable care on the part of any FSMC employees or agents, it will be the FSMCs responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.

9.6 The SFA reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the Child Nutrition Programs.

9.7 The SFA shall return facilities and equipment to the FSMC in the same condition as received when the SFA uses the facilities for extra-curricular activities.

9.8 The FSMC shall maintain the inventory of expendable equipment necessary for the food service operation and at the inventory level as specified by the SFA.

9.9 The SFA shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.

9.10 The FSMC and/or its employees or agents shall not remove equipment or property of the SFA from the SFA's premises including, but not limited to, food preparation and/or serving equipment.

9.11 The FSMC shall provide written notification to the SFA of any equipment belonging to the FSMC within ten days of its placement on SFA premises.

9.12 The SFA shall not be legally responsible for loss or damage to equipment and/or vehicles owned by the FSMC and located on SFA premises.

9.13 The SFA shall provide sanitary toilet facilities for the FSMC employees.

9.14 The SFA shall have access, with or without notice to the FSMC, to all SFA facilities used by the FSMC for inspection and audit purposes.

9.15 The FSMC shall surrender all equipment and furnishings in good repair and condition to the SFA upon termination of the Contract, reasonable wear and tear excepted.

9.16 The SFA must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, serving, or delivery of school meals.

9.17 The SFA retains title to all property and equipment when placed in service. If the property and/or equipment is amortized through the FSMC and the Contract expires or is terminated, the SFA can return the property to the FSMC for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

SECTION 10
SANITATION

10.1 The FSMC shall place garbage and trash in containers as specified by the SFA and place them in designated areas.

10.2 The SFA shall remove all garbage and trash from the designated areas.

10.3 The FSMC shall clean the kitchen area including, but not limited to, sinks, counters, tables, chairs, flatware, and serving utensils.

10.4 The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.

10.5 The SFA shall clean grease traps, walls, floors, light fixtures, window coverings, and ducts and hoods above the filter line.

10.6 The SFA shall provide extermination services as needed.

10.7 The SFA shall clean the dining/cafeteria area, including tables, chairs, and floors after the meal service.

SECTION 11
EMPLOYEES

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

11.2 The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.

11.3 The FSMC and SFA recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. The FSMC shall be responsible for the employment of all staff necessary for the safe, timely, and efficient distribution of meals to students and members of the SFA staff.

11.4 The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of SFA premises, as established by the SFA and furnished in writing to the FSMC.

11.5 The FSMC shall provide the SFA with a list of its personnel policies and employee handbook.

11.6 The FSMC shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all FSMC employees assigned to the SFA and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32, Florida Statutes.

11.7 The SFA shall submit to the FSMC a current schedule of employees, positions, assigned locations, hours of work, wages, and benefits (as applicable) on Exhibit F which must be used for proposal calculation purposes.

11.8 The FSMC shall maintain the same minimum level of employee positions, hours, wages, and benefits as stipulated on Exhibit F throughout the entire Contract Term, and each subsequent Contract Term, as applicable, unless a reduction in the required levels is authorized by the SFA. The FSMC shall provide the SFA with written notice of any increases in employee positions, hours, wages, and benefits.

11.9 In the event a reduction in employee positions, hours, wages, and/or benefits occurs, and such reduction is authorized by the SFA, the FSMC shall credit the SFA's monthly bill/invoice for the exact dollar amount related to the cost of the labor reduction as indicated on Exhibit F for the remainder of the Contract Term, including the value of any subsequent and future increases in employee wages and benefits. Such credits shall be termed a Labor Reduction Fee.

11.10 The FSMC must ensure that the employees' hours listed on Exhibit F are not used for catering or special functions.

11.11 Upon written request of the SFA, the FSMC will remove any FSMC employee who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental, or moral well-being of students or staff, or otherwise violates SFA policies, procedures, and practices.

11.12 In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.

11.13 All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

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

11.15 The FSMC shall provide daily, on-site supervisory personnel dedicated solely to the SFA, for the overall food service operation.

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

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

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

SECTION 12
DESIGNATION OF PROGRAM EXPENSE

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

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

	Column I	Column II
LABOR		
Payroll, Managers, and/or Supervisors	X	
Payroll, Full-, and Part-Time Workers	X	
Payroll,		
Ticket Sellers	X	
Cashiers	X	
Drivers	X	
EMPLOYEE BENEFITS/COSTS—TO BE PAID BY PARTY DESIGNATED AS EMPLOYER. MAY INCLUDE, BUT NOT LIMITED TO:		
Life Insurance, Medical/Dental Insurance	X	
Retirement Plans, Social Security	X	
Vacation, Sick Leave, Holiday Pay	X	
Uniforms, Tuition Reimbursement	X	
Labor Relations	X	
Unemployment Compensation, Workers Compensation	X	
Processing and Payment of Payroll	X	
FOOD		
Food Products	X	
Commodity Delivery	X	
Commodity Freight/Handling Costs	X	
Food Storage/Warehouse	X	
OTHER EXPENSES		
Accounting		
Bank Charges	X	
Data Processing	X	
Record Keeping	X	
Processing and Payment of Invoices	X	
Equipment—Major		
Original Purchase		X
Routine Maintenance		X
Major Repairs		X
Replacement		X
Equipment—Expendable (Trays, tableware, glassware, serving utensils)		
Original Purchase	X	
Replacement	X	
Cleaning/Janitorial Supplies	X	

	Column I	Column II
Insurance		
Liability Insurance	X	
Insurance on Supplies/Inventory	X	
Laundry and Linen	X	
Office Materials	X	
Paper/Disposable Supplies		X
Pest Control		X
Postage	X	
Printing	X	
Product Testing	X	
Promotional Materials	X	
Taxes and License	X	
Telephone		
Local		X
Long Distance	X	
Tickets/Tokens	X	
Training	X	
Transportation	X	
Trash Removal		
From Kitchen	X	
From School Premises		X
Travel		
Required	X	
Requested	X	
Vehicles	X	

SECTION 13
FEES

13.1 All proposals must be calculated based on the menu(s) in Exhibit B. All proposals shall be submitted using the *Proposal Summary* form attached herein. The proposal price(s) must not include the use of commodities or any alternate pricing structure. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.

13.2 Gross Sales shall be remitted to SFA or deposited in the nonprofit food service account on a daily basis. FSMC shall be paid a fixed meal price for each Reimbursable Meal and Meal Equivalent provided by the FSMC under this Agreement.

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

13.3.1

- A reimbursable student lunch and paid adult lunches are counted as one meal equivalent for each lunch served.
- A reimbursable student breakfast and paid adult breakfast are counted as one half (.50) of a meal equivalent for each breakfast served.
- A reimbursable student afterschool snack is counted as one quarter (.25) of a meal equivalent.

- A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte revenue by the per meal sum of the Federal free reimbursement plus the value of USDA entitlement and bonus USDA Foods. A la carte revenue should include all sales, meals, and non-program foods to adults and a la carte sales and all non-program foods sold to students.

13.4 Reconciliation shall be made for any over-payment or under-payment for an invoice on the subsequent invoice. Invoices to the SFA must include a statement that documentation is available at the SFA Food Service office or reasonably accessible to support the invoice and any auditing process. All clerical/recordkeeping requirements of the Food Service operation shall be completed by the staff, both SFA and FSMC, assigned to the SFA Food Service office. Upon termination of the Agreement all outstanding amounts shall be paid within thirty (30) days. In addition, FSMC and SFA shall perform a final reconciliation of the records and FSMC shall either invoice SFA for amounts due or refund SFA for any overpayment resulting from such reconciliation.

13.5 The FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, that do not meet the detailed specifications for each food component or menu item in accordance with 7 CFR § 210, or that do not otherwise meet the requirements of the contract.

13.6 The FSMC must subtract from the SFA's invoice the value of all USDA Foods received. Credit issued by the FSMC to the SFA for USDA Foods received shall be recorded on the invoice as a separate line-item entry and shall be clearly identified and labeled.

13.7 The FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.

13.8 The fixed meal rate for meals must be calculated as if no USDA Foods were available.

SECTION 14
REVENUE

14.1 The SFA shall receive all revenue from the food service operation.

14.2 The food service revenue shall be used only for the SFA's nonprofit food service.

14.3 The food service revenue shall flow through the SFA's chart of accounts.

14.4 All goods, services, or monies received as the result of any equipment or government commodity rebate shall be credited to the SFA's nonprofit food service account.

14.5 If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this Contract, the FSMC shall assume responsibility for the amount denied.

SECTION 15
LICENSES, CERTIFICATIONS, AND TAXES

15.1 Throughout the Term of the Contract and each renewal Term, the FSMC shall obtain and maintain all applicable licenses, permits, and health certifications required by federal, state, and local law.

15.2 The FSMC shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals, if applicable, and must maintain this health certification for each Contract Term.

15.3 The FSMC and all affiliates shall collect and remit Florida Use Tax on all sales of tangible personal property in the State of Florida in accordance with applicable state statutes.

SECTION 16
RECORD KEEPING

16.1 The FSMC shall maintain such records as the SFA will need to meet monthly reporting responsibilities and will report claim information, including daily meal counts, to the SFA promptly at the end of each month.

16.2 The FSMC shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following

16.2.1 The receipt, use, storage, and inventory of USDA Foods;

16.2.2 Monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and

16.2.3 Documentation of credits issued to the SFA for USDA Foods received; and

16.2.4 Documentation of credits issued to the SFA for USDA Foods owned by the SFA prior to the contract execution date.

16.3 The FSMC shall retain all records relating to the initial contract and all subsequent renewals for a minimum of five (5) years or the longer of the retention periods required by federal, state or local laws and regulations that govern the SFA regarding recordkeeping and records retention.

16.4 All records must be maintained for the longer of the retention periods specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

16.5 The FSMC accepts liability for any over-claims due to FSMC negligence or noncompliance with regulations, including those over-claims based on review or audit findings.

SECTION 17
TERMS AND TERMINATION

17.1 This Contract is effective for a one-year period, commencing 08/01/2026 and ending June 30, 2027. This contract will be renewable on an annual basis, upon mutual agreement of the SFA and FSMC, for up to four (4) additional years (each year a “renewal term”).

17.2 Renewal of this Contract is contingent upon the fulfillment of all contract provisions.

17.3 Either the SFA or FSMC can terminate this Contract for cause or for convenience with a sixty- (60) day written notification. Following sixty- (60) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the FSMC.

17.4 Following any termination for convenience, the FSMC shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the effective date of termination. The SFA shall have the right to receive services from the Contractor through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.

17.5 Notwithstanding any provision to the contrary in this Contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for this Agreement are

not appropriated by the Florida Legislature or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with this Contract.

17.6 Notwithstanding the notice period in paragraph 17.3, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the FSMC if the SFA determines that the actions, or failure to act, of the FSMC, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the SFA determines that the FSMC lacks the financial resources to perform under the Contract.

17.7 If the FSMC fails to perform to the SFA's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the FSMC requesting that the breach or noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any FSMC default shall be borne by the FSMC at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the FSMC upon demand.

17.8 Neither the FSMC nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). The SFA may cancel the Contract without penalty if the FSMC's performance does not resume within thirty (30) days of the FSMC's interruption of services due to an Act of God.

17.9 The only rates and fees that may be renegotiated in subsequent years of this contract 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 18
GENERAL CONTRACT TERMS

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

18.2 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and FSMC and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.

18.3 Each party to this Contract represents and warrants to the other that: (a) it has the right, power, and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

18.4 Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.

18.5 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.

18.6 Payments on any claim shall not prevent the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.

18.7 It is further agreed between the SFA and FSMC that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this Contract.

18.8 Minority-Owned Business Enterprise

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

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

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

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

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

18.8.5 Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses, and women's business enterprises.

18.9 The FSMC hereby agrees that it will comply with:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);

ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);

iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);

vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);

vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);

viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

18.10 If 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).

18.11 If the estimated contract value is more than $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 Safety Standards Act (40 U.S.C. 3701–3708).

18.12 If the estimated contract value is more than $150,000, the SFA and FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:

- Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.

18.13 The FSMC will comply with:

- 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)

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

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

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

SECTION 19
FOOD SPECIFICATIONS

19.1 All USDA Foods offered to the SFA and made available to the FSMC are acceptable and must be used prior to using other commercially purchased foods.

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

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

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

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

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

19.3.3 For breaded and battered meat/meat alternate items, all flours must be whole grain or whole grain-rich and breading/batter must not make up more than 30 percent of the weight of the finished product. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.

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

19.4 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork and/or poultry. No meat by-products, fillers, extenders, non-fat milk solids, or cereal will be allowed except to include those products containing Alternate Protein Products (APP) within the limits specified in 9 CFR § 319.180(e) and meeting the requirements of Appendix A of 7 CFR §§ 210, 220, 225, and 226. No other binders and extenders may be used in conjunction with the APP to receive the ounce per ounce crediting. Meats must not show evidence of greening, streaking, or other discoloration.

19.5 All cheese should be free of mold and undesirable flavor and odors; pasteurized when applicable; and preferably reduced- or low-fat. Hard cheese should have a bright, uniform, attractive appearance, and demonstrate satisfactory meltability. Soft (e.g., cottage cheese) and hard cheese should have a pleasing flavor; and contain proper moisture and salt content. Cream cheese, if offered, maybe offered as a extra food or condiment. Any item labeled as "imitation" cheese or cheese "product" does not meet the requirements for use in food-based menu planning approaches and are not creditable toward meal pattern requirements.

19.6 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.

19.7 All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fruits must meet the food distributors' second-quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

19.8 All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fresh vegetables must meet the food distributors' second-quality level. Fresh vegetables should have characteristic color and good flavor, be well shaped, and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements

19.9 All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and should be reduced-sodium, low-sodium, or no added salt.

19.10 All canned fruits must meet the food distributors' second quality level (standard). Canned fruit must be packed in juice, water, or light syrup, and all frozen or dried fruit must have no added sweetener (nutritive or non-nutritive).

19.11 All fruit juices must be 100 percent, full strength juice.

19.12 Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.

19.13 Sauces, (i.e., spaghetti, pizza) and gravy must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.

19.14 If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.

19.15 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

19.16 When the specification calls for "Brand Name or Equivalent", the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.

19.17 Breakfast and lunch program meals must meet the sodium target level prescribed in 7 C.F.R. section 210.10 for the applicable school year.

19.18 Nutrition labels or manufacturer specifications must indicate zero grams of added trans-fat (less than 0.5 grams) per serving. Meats that contain a minimal amount of naturally occurring trans fats are allowed in the school meal programs.

19.19 USDA requires SFA's to offer two fluid milk choices daily. Fluid milk choices must be from unflavored low-fat (1 percent milk fat) or fat-free, flavored, or unflavored.

SFA Name: Treasure Coast Classical Academy Sponsor Number 1489

PROPOSAL SUMMARY

Request for Proposal and Contract
Nonprofit School Food Service

This document contains a proposal solicitation for the furnishing of management services for the operation of the nonprofit food service programs for the period beginning August 1, 2026 and ending June 30, 2026 and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the FSMC and the SFA. The FSMC shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the contract.

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

1. All proposals must be calculated based on the menu(s) in Exhibit B. All proposals shall be submitted using the Proposal Summary form attached herein. The proposed price must not include the use of USDA Foods or any alternate pricing structure. Proposals must be written in ink or typed in the blank space provided.

2. FSMC shall be paid a fixed meal price for each reimbursable meal and meal equivalent provided by the FSMC under this Agreement. The fixed meal price is:

   $_____

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

   Based on the fixed meal price and the information in Exhibit A, the estimated contract value is:

   $_____

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

4. A meal or meal equivalent shall be calculated as follows:
   - A reimbursable student lunch and paid adult lunches are counted as one meal equivalent for each lunch served.
   - A reimbursable student breakfast and paid adult breakfast are counted as one half (.50) of a meal equivalent for each breakfast served.
   - A reimbursable student afterschool snack is counted as one quarter (.25) of a meal equivalent.
   - A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte revenue by the per meal sum of the Federal free reimbursement plus the value of USDA entitlement and bonus USDA Foods. A la carte revenue should include all sales, meals, and non-program foods to adults and a la carte sales and all non-program foods sold to students.

_____
Name of FSMC

_____
FSMC Address

Summary Continued

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

Authorized FSMC Name	Title
Authorized FSMC Signature	Date

ACCEPTANCE OF CONTRACT

Sponsor Number	School Food Authority (SFA) Name
Authorized SFA Name	Title
Authorized SFA Signature	Date

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 _____ Date: _____
Signature of Vendor Official (Executive Director)

By _____ Date: _____
Signature of Vendor Official (Chief Financial Officer)

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 reverse for public burden disclosure)

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

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.

EXHIBIT A
SITE INFORMATION LIST

Sponsor Name: Treasure Coast Classical Academy Sponsor Number 1489

Site Name & Address	Enrollment	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
					Begin	End
Treasure Coast Classical Academy *1400 SE Cove Rd* *Stuart, FL 34997*	*1080*	*180*	*60* *375*	*Breakfast* *Lunch*	*6:30am* *10:00am*	*7:50am* *1:10pm*

EXHIBIT B, PART 1

Food-Based Meal Pattern

21-Day Cycle Menu for K – 8th Grade

Lunch

	1		2		3		4		5			VEG Weekly cup portions
M/MA	3-4 oz.	Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz.	Cheese Sauce (2 oz. eq. M/MA)	4.5 oz.	Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese= 2.5 oz. eq. M/MA)	3 oz.	Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	4.5 oz. slice	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup Dark Green
G/B	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	½ c.	WGR Pasta Macaroni (1 oz. eq. grain)	1.5 oz.	8"WGR Tortilla (1.5 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	x	3/4 cup Red/Orange
	½ c.	Seasoned WGR Brown Rice			1 oz.	WGR Tortilla Chips					x	1/2 cup Beans/Peas
Fruit	½ c.	1/2 cup Peaches	½ c.	1/2 cup Fresh Apple Slices	½ c.	1/2 cup Pineapple Chunks	½ c.	1/2 cup Cinnamon Applesauce	½ c.	1/2 cup Fresh Orange Wedges	x	1/2 cup Starchy
											x	1/2 cup Other
Veg	¾ c.	1 cup Baked Beans = 3/4 cup credit (USDA I-06)	¾ c.	1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	3/4 cup	1 Cup (1/2 Cup credit) Iceberg Lettuce	1 cup	3/4 cup Baked Potato Wedges	¾ c.	3/4 cup Baby Carrots	x	1 cup Add'l
						1/4 cup Salsa		1/4 cup lettuce (1/8 cup credit) & 1/8 cup onion, pickles (garnish)		FF Ranch		
											x	Grains (9.5 oz.)

	6		7		8		9		10			VEG Weekly cup portions
M/ MA	4 pieces (4 oz.)	Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	1 Cup	Spaghetti (1/2 cup meat sauce = 2 oz. eq. M/MA)	2 oz.	BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	3 oz.	Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz.	Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	x	1/2 cup Dark Green
G/B	1 oz.-1.25 oz.	WGR Nugget Breading (1-1.25 oz. eq. grain)	½ c.	WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	1 oz.	6" WGR Tortilla (1 oz. eq. grain)	2 oz.	WGR Bread (2 oz. eq. grain)	x	3/4 cup Red/Orange
	1 oz.	WGR Dinner Roll (1 oz. eq. grain)									x	1/2 cup Beans/Peas
Fruit	½ c.	1/2 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	½ c.	1/2 cup Fresh Banana	½ c.	1/2 cup Fruit Cocktail	½ c.	1/2 cup Cantaloupe Wedges	½ c.	1/2 cup Pears	x	1/2 cup Starchy
											x	1/2 cup Other
Veg	¾ c.	3/4 Black-eyed peas	1 cup	1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	¾ c.	3/4 cup Baked Sweet Potato Fries	¾ c.	3/4 cup Sweet Peas	¾ c.	3/4 Cup Green Beans	x	1 cup Add'l
				1/4 cup Tomato Sauce								
											x	Grains (8-8.25 oz.)

	11		12		13		14		15			VEG Weekly cup portions
M/ MA	1/2 Cup	Chili (2 oz. cooked beef = 2 oz. eq. M/MA)	1 Each	Turkey Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/MA)	2 oz.	Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/MA)	1 Each	Chicken Fajita (USDA D-40- 1 fajita = 2 oz. eq. M/MA)	4.5 oz. slice	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup Dark Green
G/B	1 oz.	WGR Oyster Crackers (1 oz. eq. grain)	1 oz.	WGR Croutons (1 oz. eq. grain)	1.5 oz.	WGR Hot Dog Bun (1.5 oz. eq. grain)	1 oz.	6"WGR Tortilla (1 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	x	3/4 cup Red/Orange
	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1 oz.	WGR Soft Breadstick (1oz. eq. grain)			1 oz.	WGR Tortilla Chips (1 oz. eq. grain)			x	1/2 cup Beans/Peas
Fruit	½ c.	1/2 cup Mixed Fruit	½ c.	1/2 cup Watermelon	½ c.	1/2 cup Fresh Apple Slices	½ c.	1/2 cup Fresh Orange Wedges	½ c.	1/2 cup Peaches	x	1/2 cup Starchy
											x	1/2 cup Other
Veg	¾ c.	3/4 cup Variety Beans (Chili)	1 cup	1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	¾ c.	3/4 Cup Cucumber Sticks	1 cup	3/4 cup Mexicali Corn	¾ c.	3/4 cup Baby Carrots	x	1 cup Add'l
						FF Ranch		1/4 cup salsa		FF Ranch		
											x	Grains (9.5 oz.)

	16		17		18		19		20			VEG Weekly cup portions
M/MA	5 pieces (3 oz.)	Baked Breaded Chicken Tenders (5 pieces = 2 oz. eq. M/MA)	2 oz.	Pork Stir Fry (2oz. cooked porked = 2 oz. eq. M/MA)	1 Cup	Ziti- (1/2 Cup turkey meat sauce = 2 oz. eq. M/MA)	4.66 oz.	Hot Deli Turkey and Cheese Sub (1.66 oz. Turkey & 1 oz. Cheese = 2 oz. eq. M/MA)	1 Each	Beef Burrito (2 oz. cooked beef = 2 oz. eq. M/MA)	x	1/2 cup Dark Green
G/B	1 oz.	WGR Biscuit (1 oz. eq. grain)	½ c.	WGR Brown Rice (1 oz. eq. grain)	½ c.	WGR Pasta- Ziti (1/2 Cup pasta = 1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	1.5 oz.	8"WGR Tortilla (1.5 oz. eq. grain)	x	¾ cup Red/Orange
	1 oz.	Tenders WGR Breading (1 oz. eq. grain)							1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	x	1/2 cup Beans/Peas
Fruit	½ c.	1/2 cup Baked Cinnamon Apples	½ c.	1/2 cup Fresh Pineapple Chunks	½ c.	1/2 cup Fresh Banana	½ c.	1/4 cup Sliced Kiwi with	½ c.	1/2 cup Fresh Melon(s)	x	1/2 cup Starchy
								1/4 cup Red Grapes			x	1/2 cup Other
Veg	¾ c.	3/4 Cup Black Beans	¾ c.	1/2 cup Broccoli, Steamed	1 cup	3/4 cup Carrot Sticks	¾ c.	3/4 Cup Tater Tots	¾ c.	1 Cup (1/2 Cup credit) Iceberg Lettuce	x	1 cup Add'l
				1/4 cup Oriental Veg (Stir Fry)		1/4 cup Tomato Sauce				1/4 cup Tomatoes, Onion (Salsa)		
											x	Grains (8.5 oz.)

	21		It is recommended to utilize USDA recipe to prepare menu items when applicable.
M/MA	1 Each	Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)	WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate
G/B	1 oz.	Whole Grain Rich Bun (1 oz. eq. grain)	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.
			The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.
Fruit	1/2 c.	1/2 cup Fresh Apple Slices	Products may be brand name or equivalent as stipulated in this contract.
			The contractor is encouraged to incorporate low sodium products.
Veg	1-3/4 cup	1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	Required average daily calorie range per 5-day week = 600-650
		1/4 cup Tomatoes	*Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, Mesclun, and green and red leaf lettuce.
			Grains must meet the designated ounce equivalents per the menu guidelines.
		3/4 cup Crinkle Cut Fries	Light, low-fat, non-fat, and low- sugar products/food items are to be used as necessary to meet the average daily calorie range.
			Condiments to be included,

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

	1		2		3		4		5			VEG Weekly cup portions
M/MA	3-4 oz.	Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz.	Cheese Sauce (2 oz. eq. M/MA)	4.5 oz.	Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese= 2.5 oz. eq. M/MA)	3 oz.	Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	4.5 oz. slice	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	½ cup	WGR Pasta—Macaroni (1 oz. eq. grain)	1.5 oz.	8"WGR Tortilla (1.5 oz. eq. grain)	2 oz.	WGRHamburger Bun (2 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	x	1-1/4 cup Red/Orange
	½ cup	Seasoned WGR Brown Rice (1 oz. eq. grain)	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)					x	1/2 cup Beans/Peas
Fruit	1 cup	1 cup Peaches	1 cup	1/2 cup 100% Fruit Blend Juice 1/2 cup Fresh Apple Slices	1 cup	1 cup Pineapple Chunks	1 cup	1 cup Cinnamon Applesauce	1 cup	1 cup Grapes	x	1/2 cup Starchy
											x	3/4 cup Other
Veg	1 cup	1 -1/3 Cup Baked Beans = 1 Cup credit (USDA I-06)	1 cup	2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup	1-1/2 Cup (3/4 Cup credit) Iceberg Lettuce	1 cup	1 Cup Baked Potato Wedges	1 cup	1 Cup Baby Carrots	x	1-1/2 cup Add'l
						1/4 Cup Salsa				FF Ranch		
											x	Grains (10.5 oz)

	6		7		8		9		10			VEG Weekly cup portions
M/MA	4 pieces (4 oz.)	Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	1 Cup	Spaghetti (1/2 Cup meat sauce = 2 oz. eq. M/MA)	2 oz.	BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	3 oz.	Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	2 oz.	Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1 oz.-1.25 oz.	WGR Nugget Breading (1-1.25 oz. eq. grain)	1 cup	WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	2 oz.	10" WGR Tortilla (2 oz. eq. grain)	2 oz.	WGR Bread (2 oz. eq. grain)	x	1-1/4 cup Red/Orange
	1 oz.	WGR Dinner Roll (1oz. eq. grain)	1 oz.	Garlic Bread (1 oz. eq. grain)							x	1/2 cup Beans/Peas
Fruit	1 cup	1 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	1 cup	1/2 cup Fresh Banana 1/2 cup 100% Apple Juice	1 cup	1 cup Fruit Cocktail	1 cup	1 cup Cantaloupe Wedges	1 cup	1 cup Pears	x x	1/2 cup Starchy 3/4 cup Other
Veg	1 cup	1 cup Black Beans	1-1/4 cup	2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings 1/4 Cup Tomato Sauce	1 cup	1 Cup Baked Sweet Potato Fries	1 cup	1 Cup Sweet Peas	1 cup	1 Cup Green Beans	x	1-1/2 cup Add'l
											x	Grains (10-10.25 oz)

	11		12		13		14		15			VEG Weekly cup portions
M/MA	1/2 Cup	Chili (2 oz. cooked beef = 2 oz. eq. M/MA)	2 oz.	Turkey and Cheese Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/MA)	2 oz.	Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/MA)	1 Each	Chicken Fajita (USDA D-40- 1 fajita = 2 oz. eq. M/MA)	4.5 oz. slice	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1 oz.	WGR Oyster Crackers (1 oz. eq. grain)	1 oz.	WGR Croutons (1 oz. eq. grain)	1.5 oz.	WGR Hot Dog Bun (1.5 oz. eq. grain)	1 oz.	6" WGR Tortilla (1 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	x	1-1/4 cup Red/Orange
	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1 oz.	WGR Soft Breadstick (1 oz. eq. grain)	1 oz.	Hard Pretzels (1 oz. eq. grain)	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)			x	1/2 cup Beans/Peas
						1/2 cup Fresh Apple					x	1/2 cup Starchy
Fruit	1 cup	1 cup Mixed Fruit	1 cup	1 cup Watermelon	1 cup	1/2 cup 100% Fruit Punch Juice	1 cup	1 cup pineapple chunks	1 cup	1 cup Grapes	x	3/4 cup Other
Veg	1 cup	1 cup Variety Beans (Chili)	1 cup	2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup	1 Cup Cucumber Sticks	1-1/4 cup	3/4 cup Mexicali Corn	1 cup	1 Cup Baby Carrots	x	1-1/2 cup Add'l
								1/4 cup Salsa				
										FF Ranch	x	Grains (10.5 oz)

	16		17		18		19		20			VEG Weekly cup portions
M/MA	5 pieces (3 oz.)	Baked Breaded Chicken Tenders (5 pieces = 2 oz. eq. M/MA)	2 oz.	Pork Stir Fry (2 oz. cooked pork = 2 oz. eq. M/MA)	1 Cup	Ziti- (1/2 Cup turkey meat sauce = 2 oz. eq. M/MA)	4.66 oz.	Hot Turkey and Cheese (Sub) 1.66 oz. Turkey & 1 oz. Cheese = 2 oz. eq. M/MA)	1 Each	Beef Burrito (2 oz. cooked beef = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1 oz.	WGR Biscuit (1 oz. eq. grain)	1 c.	WGR Brown Rice (2 oz. eq. grain)	½ c.	WGR Pasta- Ziti (1/2 Cup pasta = 1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	1.5 oz.	8"WGR Tortilla (1.5 oz. eq. grain)	x	1-1/4 cup Red/Orange
	1 oz.	WG Tenders Breading (1 oz. eq. grain)			1 oz.	Garlic Bread (1 oz. eq. grain)			1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	x	1/2 cup Beans/Peas
Fruit	1 cup	1 cup Baked Cinnamon Apples	1 cup	1 cup Pears	1 cup	1/2 cup Fresh Banana 1/2 cup 100% Apple Juice	1 cup	1/2 cup Sliced Kiwi with 1/2 cup Red Grapes	1 cup	1 cup Fresh Melon(s)	x	1/2 cup Starchy
											x	3/4 cup Other
Veg	1 cup	1 -1/3 Cup Baked Beans = 1 Cup credit (USDA I-06)	1 cup	3/4 cup Broccoli 1/4 cup Oriental Veg (Stir Fry)	1-1/4 cup	1 cup Carrot Sticks 1/4 cup Tomato Sauce	1 cup	1 cup Tater Tos	1-1/4 cup	2 Cups (1 Cup credit) Iceberg Lettuce 1/4 cup Tomatoes, Onion (Salsa)	x	1-1/2 cup Add'l
											x	Grains (10.5 oz)

	21		WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate
M/MA	2 oz.	Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.
G/B	2 oz.	Whole Grain Rich Bun (2 oz. eq. grain)	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.
			Products may be brand name or equivalent as stipulated in this contract.
			The contractor is encouraged to incorporate low sodium products.
Fruit	1 cup	1 cup Fresh Apple Slices	Required average daily calorie range per 5-day week = 750–850
			*Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, Mesclun, and green and red leaf lettuce.
			Grains must meet the designated ounce equivalents per the menu guidelines.
Veg	1-3/4 cup	1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	Light, low-fat, non-fat, and low- sugar products/food items are to be used as necessary to meet the average daily calorie range.
		1/4 cup Tomatoes	Condiments to be included,
			It is recommended to utilize USDA recipe to prepare menu items when applicable.
		3/4 cup Crinkle Cut Fries	

EXHIBIT B, PART 2

Food-Based Meal Pattern

21-Day Cycle Menu for K – 12th Grade

Breakfast

1			2		3		4		5	
G/B	1.2 oz.	WGR Pancakes (1 o.z eq. grain)	1 oz.	WGR Toast (1 oz. eq. grain)	1 oz.	WGR English Muffin (1 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	2 oz.	WGR Bagel (2 oz. eq. grain) w/ Low-Fat cream cheese
G/B or M/MA	1 oz.	Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)	1/2 egg	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies	1 oz.	1/2 Egg (1 oz. eq. M/MA)	4 oz.	Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)		
					1/2 oz.	Low-fat Cheese (.5 oz. eq. M/MA)				
F/V	1/2 c.	Fresh Blueberries	1/2 c.	Orange Wedges	1/2 c.	Fresh Strawberries	1/2 c.	Fresh Banana	1/2 c.	Fresh Apple Slices
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Fruit Punch Juice
		Syrup	1/4 c.	Mushrooms, Red/Green Peppers, and Onions						

6			7		8		9		10	
G/B	½ c.	WGR Oatmeal (1 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	2.4 oz.	WGR Waffles (2.4 oz. = 2 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	1 oz.	WGR English Muffin
G/B or M/MA	2 oz.	WGR Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)	2 oz.	WGR Apple Muffin (2 oz. =1 oz. eq. grain)			1 oz.	WGR Animal Crackers (1 oz. = 1 oz. eq. grain)	2 Tbsp.	Peanut Butter (2 Tbsp. = 1 oz. eq. M/MA)
F/V	1/2 c.	Cinnamon Apples	1/4 c.	Raisins (1/4 c. credits 1/2 c.)	1/2 c.	Pineapple	1/2 c.	Pears	1/2 c.	Peaches
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Fruit Punch Juice
						Syrup				

11			12		13		14		15	
G/B	4.8 oz.	WGR French Toast (4.8 oz. = 2 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	1 oz.	WGR Biscuit (1 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	1 oz.	WGR Toast (1 oz. eq. grain)
G/B or M/MA			1/2 c.	Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)	1 oz	Egg (1/2 egg = 1 oz. eq. M/MA)	2 oz.	Hard Boiled Egg (1 egg = 2 oz. eq. M/MA)	1/2 egg	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies
					1/2 oz	Low-fat Cheese (.5 oz. eq. M/MA)				
F/V	1/2 c.	Applesauce	1/2 c.	Fresh Banana	1/2 c.	Orange Wedges	1/2 c.	Mixed Fruit	1/2 c.	Fresh Blueberries
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Orange Juice
		Syrup							1/4 c.	Mushrooms, Red/Green Peppers, and Onions
16			**17**		**18**		**19**		**20**	
G/B	½ c.	WGR Oatmeal (1 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	2.4 oz.	WGR Waffles (2.4 oz. = 2 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	2 oz.	WGR Breakfast Muffin (2 oz. = 1 oz. eq. grain)
G/B or	2 oz.	Whole Grain Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)	2 oz.	WGR Blueberry Muffin (2 oz. = 1 oz. eq. grain)			1 oz.	WGR Graham Crackers (1 oz. = 1 oz. eq. grain)		
M/MA									1 oz.	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA)
F/V	1/2 c.	Cinnamon Apples	1/2 c.	Pineapple	1/2 c.	Peaches	1/2 c.	Fresh Strawberries	1/2 c.	Fresh Apple Slices
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Fruit Punch Juice
						Syrup				

21			**WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate** **A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.**
G/B	**1.2 oz.**	**Whole Grain Rich Pancakes (1.2 oz. = 1 oz. eq. grains)**	**The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.** **Grains and meat/meat alternates must meet the designated ounce equivalents per the menu guidelines.**
G/B or			**The breakfast menu must meet the 2014-2015 meal pattern requirements for all components, including the whole grains and daily one-cup fruit requirements, and Sodium Target 1 (≤540 mg sodium at breakfast).**
M/MA	**1 oz.**	**Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)**	**Condiments to be included.**
F/V	**1/2 c.**	**Mixed Fruit**	**The contractor is encouraged to incorporate low sodium products.**
	1/2 c.	**100% Orange Juice**	

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

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

[a]Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.
[b]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.
[c]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).
[d]Larger amounts of these vegetables may be served.
[e] 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).
[f]Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
[g] 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.
[h] 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).
[i] 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.
[j] 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.

EXHIBIT D
CURRENT SCHOOL YEAR CALENDAR

Treasure Coast Classical Academy | 2026-2027 CALENDAR

(Board Approved January 21, 2026)



JULY/AUGUST '26

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

July 30 Optional Teacher Work Day
July 31 Teacher PD (no students)
3,5&7 Teacher PD (no students)
4&6 Teacher Work Day (scholars off)
10 Scholar's First Day of School

FEBRUARY '27

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

10 Midpoint of Quarter 3
15 Presidents' Day (teachers & scholars off)
22 Teacher PD (scholars off)

SEPTEMBER '26

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

7 Labor Day (teachers & scholars off)
9 Midpoint of Quarter 1
16 Early Release/Teacher PD Day
21 Non-School Day (teachers & students off)

MARCH '27

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

19 End of Quarter 3
20-28 Spring Break (teachers & scholars off)
29 Non-School Day (teachers & scholars off)
29 Emergency Make-Up Day

OCTOBER '26

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

9 End of Quarter 1
14 Early Release/Teacher PD Day
21 Progress Reports Posted

APRIL '27

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

7 Progress Reports Posted
21 Early Release/Teacher PD Day (scholars off)
28 Midpoint of Quarter 3

NOVEMBER '26

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

11 Veterans Day (Teachers & scholars off)
12 Midpoint of Quarter 2
21-29 Thanksgiving Break (teachers & scholars off)
23-24 Emergency Make-up Days*

MAY '27

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

18 TCCA Graduation
26 Scholar's Last Day/End of Quarter 4
26 Early Release/Teacher PD Day
27 Teacher Work Day
31 Memorial's Day

DECEMBER '26

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

18 End of Quarter 2
21-31 Winter Break (teachers & scholars off)

JUNE '27

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

1 Summer School Pre-Planning
2 Summer School Begins
9 Report Cards Posted
30 Summer School Ends

JANUARY '27

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

01 New Year's Day (teachers and scholars off)
4 Teacher Work Day (scholars off)
5 Classes Resume
13 Quarter 2 Report Cards Posted
18 Martin Luter King Jr. Day (teachers & scholars off)

JULY '27

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

Upper School Report Cards will be updated with EOC course grades when received from the Florida Department of Education

School Calendar © calendarlabs.com

This form is available electronically.

OMB Control No. 0505-0027
Expiration Date: 04/30/2022

Certification Regarding Drug-Free Workplace Requirements (Grants) AD-1049
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 C.F.R. 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, 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 five calendar days after such conviction;

5. Notifying the agency in writing, within ten 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;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

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:

PLACE OF PERFORMANCE *(Street Address, City, County, State, Zip Code)*	
Check ☐ if there are workplaces on file that are not identified here.	
ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

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

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

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

Instructions for Certification

(1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.

(2) The certification set out on pages one and two 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 shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (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 C.F.R. §§ 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).

AD-1048

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

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

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

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

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE	DATE

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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

Instructions for Certification

(1) By signing and submitting this form, the 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)	☐	☐	☐	
2. If changes were made to menus following the first 21 days of the contract, did the sponsor approve them?	☐	☐	☐	
3. Do cycle menus meet requirements for all grade groups?	☐	☐	☐	
4. Are production records completed each day for all meals claimed for reimbursement and component contributions available for each menu item?	☐	☐	☐	
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)?	☐	☐	☐	
6. Are meal modifications provided to students?	☐	☐	☐	
7. Is appropriate meal modification documentation on file at the serving site?	☐	☐	☐	
8. Does the FSMC provide fluid milk substitutions as permitted in the contract?	☐	☐	☐	
9. Are fluid milk substitutions compliant with USDA substitution criteria?	☐	☐	☐	
10. Are the Smart Snacks in Schools regulations being followed by the FSMC?	☐	☐	☐	
11. Is the FSMC complying with Vending as stated in the Contract?	☐	☐	☐	
12. Does the FSMC comply with the Sponsor’s Local Wellness Policy?	☐	☐	☐	
13. Are meals monitored after the last food or menu item is served/selected to ensure only reimbursable meals are claimed?	☐	☐	☐	
14. Do the foods purchased meet the quality specification standards indicated in the contract?	☐	☐	☐	
15. Is FSMC complying with Buy American Requirements?	☐	☐	☐	

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.)	☐	☐	☐	
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?	☐	☐	☐	
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?	☐	☐	☐	
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?	☐	☐	☐	
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?	☐	☐	☐	
6. Are all discounts, rebates, and credits for food and supplies received, where applicable?	☐	☐	☐	

Sanitation and Safety Procedures	Yes	No		Comments
1. Are facilities and equipment adequately maintained for safety and sanitation?	☐	☐		
2. Do employees practice safe food handling procedures?	☐	☐		
3. Is a Food Safety (HACCP) plan available at the serving site?	☐	☐		
4. If yes, is the plan being implemented?	☐	☐		
5. Has the plan been reviewed annually and revised as needed?	☐	☐		
6. Are health licenses maintained as required by the contract?	☐	☐		☐Sponsor responsibility ☐FSMC responsibility
7. Are food safety training requirements for FSMC employees being met?	☐	☐		☐Sponsor responsibility ☐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.)	☐	☐		
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?	☐	☐	☐	
3. If the Sponsor has requested that the FSMC representative participate in the advisory committee meetings has the FSMC complied with this requirement?	☐	☐	☐	
4. Have all corrections been made as required if problems were noted during a sponsor review, the administrative review, or a program audit?	☐	☐	☐	

Other Contractual Requirements Cont.	Yes	No	N/A	Comments
5. Is the FSMC performing any school special functions or catering outside the nonprofit school food service operations? List functions in the additional comments section.	☐	☐		
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?	☐	☐	☐	
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.)	☐	☐		
8. Is the FSMC adhering to the Sponsor's free and reduced priced policy statement?	☐	☐		

Staffing and Professional Development	Yes	No		Comments
9. Is FSMC complying with Professional Standards requirements for its employees?	☐	☐		
10. Is FSMC providing appropriate and timely training for FSMC staff? List training in comments section at end of monitoring form.	☐	☐		

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

USDA Foods	Yes	No	N/A	Comments
13. Did the FSMC credit the full value of all donated foods received for use in the meal service as required by contract requirements?	☐	☐	☐	
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?	☐	☐	☐	

Additional Comments:

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

_____ _____
Name of Sponsor’s Monitoring Official Title

_____ _____
Signature of Sponsor's Monitoring Official Date

_____ _____
Name of FSMC Official Title

_____ _____
Signature of FSMC Official Date