



Invitation to Negotiate (ITN)

Leon County Schools
Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303
purchasing@leonschools.net

Non-Profit School Food Service Management Company ITN 108-2026

ITN Released: November 5, 2025
Deadline for Questions*: December 2, 2025
Replies Due*: 2:00 p.m. on January 14, 2026

Niki Sparks
Procurement Officer

**Timeline subject to change. Changes will be communicated through an addendum to this ITN (see Section 1.8)*

ITN Timeline

ITN Process Steps	Date and Time	Location (if applicable)
Release of ITN	November 5, 2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com
Non-Mandatory Pre-Bid Site Visits and Pre-Bid Conference	November 19, 2025	Site #1: 8:30 a.m. – Fairview Middle School 3415 Zillah Street Site #2: 10:00 a.m. – Gilchrist Elementary School 1301 Timberlane Road Site #3: 11:30 a.m. – Chiles High School 7200 Lawton Chiles Lane <i>Meet in the front office of each site. A non-mandatory pre-bid conference will be held immediately following site visit #3 at that location. Verbal questions may be answered, however, only written questions submitted by the deadline will be officially answered and binding to the District.</i>
Written Questions Due	December 2, 2025	Submit to: Niki Sparks, Procurement Officer Subject: ITN 108-2026 Non-Profit School Food Service – Food Service Management Company Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	December 16, 2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com
Sealed Replies Due and Opened	January 14, 2026	Submit to: Leon County Schools Purchasing Department Attn: Niki Sparks, Procurement Officer Subject: ITN 108-2026 Non-Profit School Food Service – Food Service Management Company 3397 W. Tharpe Street Tallahassee, FL 32303* <i>*Also the location for the Reply Opening</i>
Evaluation Team Meeting	January 21, 2026	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303

Anticipated Negotiations	February 23, 2026	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Negotiation Team Meeting	April 7, 2026	The meeting date and time will be posted at least seven (7) days prior to the meeting on the District's website at https://www.leonschools.net/Page/4411 .
Anticipated Date the District will Advertise its Notice of Recommendation to the Board	April 7, 2026	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com

Table of Contents

ITN Timeline	2
SECTION 1: Key Information	7
1.1 Quick Facts.....	7
1.2 Respondent Qualifications.....	7
1.3 How to Contact Us (Procurement Rules and Information)	7
1.4 Developing Your Reply.....	8
1.5 Non-Mandatory Pre-Bid Site Visits and Pre-Bid Conference.....	9
1.6 Bonds	9
1.7 Submitting Your Reply	10
1.8 Reply Opening.....	11
1.9 Disposition of Replies	11
1.10 Changes to the ITN	11
1.11 Protest Procedures	11
SECTION 2: Scope of Work.....	13
2.1 Background.....	13
2.2 Procurement Overview.....	13
2.3 Contract Term.....	14
2.4 Compensation.....	15
2.5 Goals and Objectives	15
2.6 Scope of Work.....	16
2.7 Familiarity with District and Additional Information.....	43
2.8 Negotiated Items	44
2.9 Performance Guarantees.....	44
2.10 Performance Monitoring	44
SECTION 3: Procurement Rules and Information	46
3.1 Contents and Format of Reply Submittals.....	46
3.2 Contents and Format of Cost Reply Submittals.....	49
3.3 Reply Evaluation and Negotiation Process	50
3.4 Advertising Notice of Board Decision	54
3.5 No Prior Involvement and Conflicts of Interest	54
3.6 Confidentiality, Proprietary, or Trade Secret Material.....	54
SECTION 4: Contract Terms and Conditions.....	56
4.1 Contract Modifications	56

4.2	Use by Other Public Agencies	56
4.3	Travel Expenses	56
4.4	E-Verify	56
4.5	Subcontracts	56
4.6	Background Screening Requirements/Jessica Lunsford Act.....	57
4.7	Insurance Requirements.....	57
4.8	Copyrights, Right to Data, Patents, and Royalties	59
4.9	Independent Contractor Status	60
4.10	Contact with Students	60
4.11	Assignment	60
4.12	Force Majeure.....	61
4.13	Severability	61
4.14	Reservation of Rights	61
4.15	Americans with Disabilities Act	61
4.16	Employment of District Personnel.....	61
4.17	Legal Requirements	61
4.18	Conflict of Law and Controlling Provisions	62
4.19	Default	62
4.20	Termination	62
4.21	Public Records.....	63
4.22	Indemnification.....	64
4.23	No Waiver of Sovereign Immunity	64
4.24	Disputes	64
4.25	Federal Terms and Conditions	64
4.26	Anti-Discrimination	67
4.27	Discriminatory Vendor List	67
4.28	Public Entity Crime & Convicted Vendor List.....	67
4.29	Scrutinized Companies Certification.....	68
4.30	Contracting with Entities of Foreign Countries	68
4.31	Vendor Interests	68
SECTION 5: Definitions		69
Attachment I.....		74
Attachment II.....		75
Attachment III.....		77

Attachment IV	78
Attachment V	79
Attachment VI	83
Attachment VII	84
Attachment VIII	85
Attachment IX.....	87
Attachment X.....	90
EXHIBITS.....	91

[The remainder of this page is purposefully blank]

SECTION 1: Key Information

1.1 Quick Facts

The School Board of Leon County, Florida (hereinafter referred to as the “District”) is requesting sealed Replies from interested, available, and qualified firms for the provision of complete management and operations of the nonprofit school food service in all food service facilities for Leon County Schools (LCS, the District, or School Board). In this document, the District will also be referred to as the School Food Authority (SFA). Meal programs may include the United States Department of Agriculture (“USDA”) National School Lunch Program, School Breakfast Program, Fresh Fruit and Vegetable Program, Special Milk Program, Child and Adult Care Food Program and/or Summer Food Service Program.

- a. The use of capitalization (such as Respondent) denotes words and phrases with special meaning as defined in Section 5, Definitions.
- b. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- c. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.

1.2 Respondent Qualifications

Respondents shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract.

- a. The Respondent shall demonstrate experience operating school lunch programs in Districts of 25,000 students or larger.
- b. The Respondent shall demonstrate a minimum of five (5) years’ experience providing services specified in this ITN.
- c. The Respondent shall demonstrate experience operating a central kitchen and warehouse facility.

1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITN must be made in writing via email to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District’s website at <https://www.leonschools.net/Page/4411> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.
- c. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Respondents to this ITN or persons acting on their behalf may not contact any employee or officer of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Reply.

- d. Any person requiring special accommodations responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).
- e. **The District's Procurement Officer**
Name: Niki Sparks, Procurement Officer
Purchasing Department
Leon County Schools
397 W. Tharpe Street
Tallahassee, FL 32303
Telephone: (850) 488-1206
Email: purchasing@leonschools.net
- f. The Respondent shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITN. Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Respondent are recognized as duly authorized expressions on behalf of the Respondent.

1.4 Developing Your Reply

- a. This ITN is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Respondents should take the time to read and understand the ITN. In particular, they should:
 - 1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
 - 2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
 - 3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Respondents should prepare a clear and concise Reply, avoiding complicated jargon and thoroughly describing their ability to meet the expectations of the District.
- d. Respondents must follow the format and instructions included in this ITN for their Reply submittal.
- e. Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Including alternate provisions or conditions may result in the Reply being deemed non-responsive to the solicitation.
- f. Respondents must use Attachment I (Cost Reply Form) to submit pricing. Respondents shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITN.
- g. **Respondents should thoroughly review their Reply before submission to ensure the Reply is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.**

- h. The District is not liable for any costs incurred by a Respondent while responding to this ITN, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Respondents are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
- j. The District may reject any and all Replies that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Reply rejected for failure to meet these requirements will not be evaluated further:
 - 1. The Respondent shall demonstrate experience operating school lunch programs in Districts of 25,000 students or larger.
 - 2. The Respondent shall have a minimum of five (5) years' experience providing services specified in this ITN.
 - 3. The Respondent shall demonstrate experience operating a central kitchen and warehouse facility.
 - 4. The Respondent shall complete and submit Attachment I, Cost Reply Form, Attachment II, Required Provisions Certification, Attachment III, Notice of Conflict of Interest, Attachment IV, Respondent Contact Information, and Attachment V, Respondents' References, Attachment VII, Drug-Free Workplace Certification, Attachment VIII, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Attachment IX, Certification Regarding Lobbying, Attachment X, Vendor Affidavit Regarding the Use of Coercion for Labor and Services
 - 5. Bonds - Provide a Proposal Bond with submission as specified in Section 1.6 of the ITN.
 - 6. Provide audited financial statements for the company (in U.S Dollars) for the last two (2) fiscal years of operation.

1.5 Non-Mandatory Pre-Bid Site Visits and Pre-Bid Conference

The District will provide an opportunity for prospective respondents to attend site reviews at selected "typical" cafeterias for the purpose of observing their physical layout and general operational processes. A list of review sites and their addresses is provided in the ITN Timeline. The District encourages attendance at all three site visits.

Companies electing to participate in the site visits are advised that they are responsible for their own transportation. Visitors should arrive a few minutes early for security clearance at each site. District employees will be assigned to each site to serve as escorts for the site visits.

Company representatives are not to permitted to visit the sites outside of the scheduled times specified in this ITN. Company representatives are to report to the main office at each site upon their arrival.

Company representatives are not to converse with or ask questions of any food service worker or other site-based employees. Upon conclusion of the final site visit, an informal pre-bid conference will be held during which verbal questions may be asked and answered. Please note that these verbal answers are not binding to the District, and all requests for official answers must be posed in writing per the guidelines outlined in this ITN. Only official written answers to timely questions received will be binding to the District.

1.6 Bonds

Proposal Bond: As a guarantee that a Respondent will enter into the Contract under the terms and conditions set forth in this ITN, all Respondents shall submit a proposal bond in the amount of \$750,000 made payable to the Leon County School Board, and such proposal bond shall accompany the proposal when submitted.

The bond shall be issued by a surety company in full compliance with Section 287.0935, Florida Statutes and approved by the United States Treasury Department. Cash and/or checks of any kind are not acceptable. Surety companies may use the Standard AIA Form A310 for this purpose.

PROPOSALS RECEIVED WITHOUT THE REQUIRED BOND WILL BE CONSIDERED NON-RESPONSIVE.

Performance and Payment Bond: The successful Respondent shall execute and furnish to the Leon County School Board a bond, and only one bond, issued by the same surety company that issued the proposal bond. The performance bond shall be for an amount of \$1,500,000; and it is required that the bond remain continuously in effect and renewal bonds be provided at least thirty (30) days prior to the expiration of the existing bond. Such bond shall be submitted within five (5) business days after execution of the Contract with the successful Respondent. The Standard AIA Form A312-2010 may be used for this purpose.

Return of Proposal Bond: Proposal bonds will be NOT be returned to Respondents until after the Contract award has been made. The proposal bond of the successful Respondent shall remain in full force and effect until receipt of the performance bond and execution of the Contract.

1.7 Submitting Your Reply

- a. Respondents shall submit their Replies in a sealed envelope or package with the ITN number and the date and time of the Reply opening clearly marked on the sealed envelope or packaging. Respondents may submit their Replies by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Replies submitted via email or fax.**

- b. Respondents must mail or otherwise deliver their Replies to the following address:

Leon County Schools

Purchasing Department

ITN 108-2026 Non-Profit School Food Service – Food Service Management Company

Attn: Niki Sparks, Procurement Officer

3397 W. Tharpe Street

Tallahassee, FL 32303

- c. It is the Respondent's responsibility to ensure their Reply is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Replies received and shall provide the official time for the Reply opening. **Late Replies will not be accepted.**
- d. Submit a Technical Reply and a Cost Reply in separately sealed and clearly labeled packages. The Cost Reply may be shipped along with the Technical Reply as long as it is sealed separately (such as in a sealed envelope) within the same shipping container and clearly marked.
- e. Submit one (1) signed, original Technical Reply, five (5) additional hardcopies, and five (5) electronic copies of the Technical Reply in searchable PDF format on individual electronic storage devices or flash drives (not password protected). The original Technical Reply will take precedence in the event there is a discrepancy between the original and the hard copies or electronic copies.
- f. Submit one (1) signed, original Cost Reply (Attachment I), three (3) additional hard copies, and one (1) electronic copy of the Cost Reply in searchable PDF format on an electronic storage device or flash drive (not password-protected). The original Cost Reply will take precedence in the event there is a discrepancy between the original and the hard copies or electronic copies.
- g. The signed original Replies shall be clearly marked as "Original," and the hardcopies shall be numbered one (1) through five (5).

- h. If the Respondent includes information in their Reply that they believe is and have marked as confidential or trade secret, the Respondent should submit one (1) redacted hard copy and one (1) redacted electronic copy in searchable PDF format (in addition to the non-redacted version) as outlined in Section 3.6.
- i. Respondents are encouraged to print Reply documents double-sided and minimize the use of non-recyclable materials.

1.8 Reply Opening

- a. Replies are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff are not responsible for the inadvertent opening of a Reply that is improperly sealed, addressed, or not correctly identified with the ITN number.
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Respondents.

1.9 Disposition of Replies

- a. The District reserves the right to withdraw this ITN at any time, and by doing so, it assumes no liability to any Respondent.
- b. The District reserves the right to reject any Replies received in Reply to this ITN.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
- d. All documentation produced as part of this Reply shall become the exclusive property of the District, may not be returned to or removed by the Respondent or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the District reject all Replies and re-solicit, information submitted in Reply to this ITN will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Reply. The award or rejection of a Reply shall not affect this right.

1.10 Changes to the ITN

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. Respondents are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.

1.11 Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to bidprotests@leonschools.net. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

[The remainder of this page is purposefully blank]

SECTION 2: Scope of Work

2.1 Background

The District and the School Board are created under Article IX, Section 4, of the Constitution of the State of Florida. The School Board is an independent taxing and reporting authority responsible for the operation, control, and supervision of all free public schools within the school district, subject to the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for, among other things, the adoption of policies that govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 31,000 students ranging from pre-kindergarten through the 12th grade. The District also provides adult education at several facilities during regular and non-school hours. In addition to the standard curriculum, the District offers a variety of specialized technical training programs for the higher grade levels.

2.2 Procurement Overview

The District is currently operating its Nutrition Services Programs. The program encompasses all aspects of food service operations for all schools within the District, as well as the Nutrition Service Central Kitchen facility.

The PrimeroEdge software is utilized at all sites for both front of the house and back of the house operations, as well as the School Café on-line payment and management system. The program provides analysis of school breakfasts and/or lunches designed to meet the daily nutritional and caloric requirements of children from pre-Kindergarten to high school age.

The SFA participates in the National School Breakfast and Lunch Program, the Child Care Food Program, and the Summer Food Service Program. Therefore, USDA Foods are available for use in the program and are to be included in menus to the greatest extent possible. All USDA Foods are, and shall be retained and used in strict compliance with federal regulations. Free and reduced-price meals are provided to students who qualify, in accordance with criteria established by the District and USDA regulations.

The District utilizes PrimeroEdge to market the food service menus and programs.

There are presently two collective bargaining agreements that set out the wages, terms and conditions of employment for non-exempt employees in food service. Additional information regarding the agreements may be obtained by visiting the LCS web site at www.leonschools.net. For a listing of District food service employee information, see Exhibit O. The agreements are:

- a. Agreement between the District and the Local 1010 Union - This includes district Cafeteria Managers, Assistant Managers, Baker/Cooks, Food Service Assistants, Food Service Drivers, Central Kitchen Assistant Manager. As of the beginning of the school year approximately 156 employees were covered.
- b. Agreement between the District and Leon Educational Staff Professional Association (LESPA) - This includes District office staff such as area supervisors, executive assistant, Central Kitchen Manager, and dietician. As of the beginning of the school year approximately 6 employees were covered.

The firm selected for the Contract shall recognize and comply with all applicable terms and conditions of the LCS/Local 1010 union contract and the LCS LESPA contract.

At this time, the plan for conversion for district employees to the contracted management company is through voluntary employment and attrition of staff who have been employed longer than one year at the time of Contract execution. Employees with less than one year at the time of Contract execution shall become employees of the awarded Contractor. The SFA's work force will continue to be reduced through attrition over the term of the contract. The attrition and employee credit procedure is as described in Exhibit N, Employee Attrition.

2.3 Contract Term

The SFA will select a FSMC to provide the Services for the SFA commencing July 1, 2026 through June 30, 2027 (subject, however, to availability of lawfully appropriated funds for each SFA fiscal year). The Contract may thereafter be renewed for up to four (4) additional one (1) year periods, on the same terms and conditions, upon mutual agreement between the SFA and the FSMC. The SFA will send written notice to the FSMC regarding the SFA's election to renew/not renew this Agreement for another Agreement Year on or before January of the then current Agreement Year. The FMSC shall reply with an acceptance or denial of offer to renew within 14 calendar days.

Escalation Provision

The total fixed price per meal rate for agreement year one shall be the rate submitted by the FSMC as a part of its proposal. Thereafter, at each renewal of the contract, LCS will provide an increase based upon the following: (i) as to food service hourly labor costs within the fixed price per meal, adjustment shall be made to match the District's negotiated union wage rate adjustment for its food service employees; and, (ii) the balance of the fixed price per meal shall be according to the rate of inflation as determined by the Consumer Price Index (CPI) for All Urban Consumers: Food away from Home (Index 1982-84=100), published by the U.S. Bureau of Labor Statistics, or any successor or substitute index appropriately adjusted from the commencement of the first renewal of the contract to commencement of each extension period. The index to be used for this calculation shall be that which is published the month prior to the month in which the contract is renewed. For purposes of the summation for the fixed price per meal renewal calculation herein, forty percent (40%) of the fixed price per meal rate (FSMC portion ONLY) shall be deemed to comprise the FSMC labor costs and sixty percent (60%) of the fixed price per meal (FSMC portion ONLY) shall be adjusted by the CPI calculation as described herein. The FSMC agrees to provide such payroll records as may be reasonably requested by the District to verify and/or adjust such labor costs to effectuate this Section.

This 40/60 split may be adjusted through bi-lateral agreement between the District and the FSMC. The FSMC must request the increase in writing prior to the renewal of the contract. If an agreement cannot be reached regarding CPI upon renewal, LCS may terminate the agreement. If and when all LCS food service workers retire, resign, or otherwise stop working for the LCS food service program, then the food service union wage rate adjustment would naturally cease to be calculated (i.e., no employees to apply it to) and the District would discontinue using the union wage rate adjustment to determine renewal pricing on any remaining contract renewals. The union wage rate adjustment would be replaced at that time with the above mentioned "CPI for All Urban Consumers, Food Away from Home" as the basis for future adjustments for labor costs on the FSMC contract.

The expected Contract terms and options to renew are:

Description	Time Period
The initial term of the Contract	One (1) Year
Optional Contract Renewal Term(s)	Up to Four (4) Years, or portions thereof
Maximum term of the Contract	Five (5) Years
Contract Extension (if needed)	6 Months, or portions thereof

2.4 Compensation

The District is seeking a solution that will provide the best value to the District. As part of the best value determination, interested Vendors must submit a Cost Reply, utilizing Attachment I, Cost Reply, along with their Technical Reply. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most competitive and innovative solution for services and resources, as this will be a consideration in determining the best value. Vendors must provide the Cost Reply per the instructions in Section 3.2.

To ensure the District obtains services at the best value, the Board reserves the right to consider alternate pricing models or service offerings during the negotiation phase of the ITN process.

2.5 Goals and Objectives

- a. To increase student participation at all levels; (ii) To maintain or improve the level of food quality at each service point; (iii) To upgrade equipment and facilities, as required; (iv) To actively solicit school and community input; (v) To provide a variety of menu choices to meet dietary requirements arising from medical and/or religious restrictions; (vi) To practice successful marketing outreach with a strong emphasis on public relations; (vii) To establish and maintain a stringent cleanliness/sanitation program (viii) To partner with other local public agencies in providing nutritious meals in evening and after school programs for those in need in the community.
- b. To establish a formal structure to routinely and continuously gather input from school food service employees to ensure effective and efficient operations.
- c. To establish and conduct management and operational staff training programs that will ensure appropriate staff development, proper supervision, consistent quality control and the exercise of appropriate safety procedures.
- d. To develop and maintain model management/operations staffing patterns at all schools, based upon their individual needs, which will assure quality service and retention of qualified employees.
- e. To develop a viable method of accurately determining the level of customer satisfaction, as well as remedial steps to be taken, as necessary.
- f. To maximize recycling efforts and minimize contributions to the solid waste stream.
- g. To develop and implement an effective and efficient operation for the District's Central Kitchen facility for the District's food service operations. The operation of the District's Central Kitchen should reduce costs in the Food Service Program while increasing or at least maintaining food quality and food safety.
- h. To continue the current breakfast program which includes traditional breakfast, breakfast in the classroom (BIC), breakfast carts, and breakfast after the bell as approved by the SFA.

- i. To research and implement additional and alternative methods of serving meals to students, to increase participation in both breakfast and lunch.
- j. To introduce students to a variety of produce that they otherwise might not have the opportunity to sample through the Fresh Fruit and Vegetable Program Grant. The grant may be awarded each year based on school applications and available funding.
- k. To expand the program to serve students in non-traditional locations using equipment to serve both hot and cold food.
- l. To support our community by sourcing products grown or raised locally. To educate students and parents on the importance of the agricultural community in Florida by creating an awareness of available agricultural products, nutritional value of food grown in the state, and potential career paths in agricultural sciences.

2.6 Scope of Work

The services will include, but are not limited to the following:

- a. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- b. The food service shall be managed to promote maximum participation in the Child Nutrition (CN) Programs.
- c. The FSMC shall have the exclusive right to manage the CN Programs that may include NSLP, SMP, SBP, FFVP, ASSP, AMP and SFSP at the sites specified on Exhibit A.
- d. The FSMC shall provide food service to each site as specified on Exhibit A.
- e. The SFA reserves the right to add or remove sites, meal periods, and serving locations, both on and off of SFA-owned property for existing programs 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.
- f. The SFA reserves the right to maintain, add and/or remove food and beverage vending machines in its facilities.
- g. The FSMC shall at all times remain an independent Contractor and not an employee or agent of the SFA. Similarly, employees of the FSMC shall be considered solely employees of the FSMC and not employees or agents of the SFA.
- h. The FSMC shall conduct the food service operation to ensure compliance with the rules and regulations of FDACS and USDA regarding CN Programs.
- i. All FSMC administrative supervisory personnel shall be ServSafe Certified prior to employment with the FSMC.
- j. The FSMC shall ensure that all production records are completed daily by trained personnel and shall supply substitute personnel to perform this function when required.
- k. The SFA is legally and financially responsible for the conduct of the food service operation and will supervise the food service operation to ensure compliance with all applicable rules and regulations of FDACS and USDA regarding CN Programs.

2.6.1 Food Service Management Company Responsibilities

- a. 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.
- b. The FSMC shall serve, on days and at times as requested by the SFA:
 - 1. Breakfasts, priced as a unit, which meet USDA requirements
 - 2. Lunches, priced as a unit, which meet USDA requirements
 - 3. After-school snacks, priced as a unit, pursuant to the After-School Care Program
 - 4. After-School Meal Program (Supper Program) which meets Child Care Feeding Program requirements
 - 5. Summer meals, priced as a unit, which meet USDA requirements
 - 6. Milk, served to all children pursuant to the Special Milk Program
 - 7. Fresh fruit and vegetables, served to all children pursuant to the USDA Fresh Fruit and Vegetable Program
 - 8. Meals provided under additional programs such as CCFP, Head Start and VPK
 - 9. Other foods as agreed upon by the FSMC and SFA, pursuant to applicable regulatory requirements
- c. The FSMC shall serve free, reduced-price, and paid meals to those children designated by the SFA.
- d. The FSMC shall maintain employee adequate staffing levels to ensure provision of all services outlined in this ITN.
- e. The FSMC shall implement alternate methods of serving, such as carts in non-cafeteria locations, to increase the availability of reimbursable meals to students based on SFA requirements.
- f. The FSMC shall implement the collection procedures for student account deficit balances as specified by the SFA.
- g. The collection of daily cash sales shall be in accordance with the cash collection procedures of the SFA as described in the approved End of Day Deposit Procedures and other related documents.
- h. The FSMC shall deposit, on a daily basis, all monies into the SFA's nonprofit food service bank account. Cash shortages and/or missing funds should be promptly communicated to the SFA and repayment of such shortages and/or missing funds shall be the responsibility of the FSMC. Cash shortages and/or missing funds are defined as: the amount deposited into the SFA's bank account is less than the expected deposit amount calculated by the point-of-sale system. The FSMC shall pay the SFA for all cash shortages and/or missing funds as calculated by the SFA's Business Services Department.
- i. The daily collecting and counting of all meals served by category in accordance with the Meal Counting and Claiming Procedures approved by FDACS.
- j. Make all changes approved for the counting mechanism, required by a change in student eligibility status a minimum of one day from the receipt of notice of change from the SFA-designated determining official. An increase in eligibility status shall be made within three operating days. A

decrease in eligibility shall be made after a ten operating day notification period. NOTE: The SFA will monitor the benefits issuance document on a regular basis to ensure the document used at the school level is accurate and provides a correct daily count of reimbursable meals served to eligible students.

- k. The maintenance of the daily meal count report and documents to support the claim for the SFA's reimbursement.
- l. Prepare the monthly consolidation of the school meal counts and certify it to the District not later than ten working days after the last service day of each month.
- m. The FSMC shall implement the Offer versus Serve provision at the food service sites specified by the SFA on Exhibit A.
- n. The FSMC must provide a 21-day cycle menu as the basis for the proposed cost estimate. The menu is to include portion sizes for each age/grade grouping served. The meals must meet the requirements of the Healthy, Hunger-Free Kids Act of 2010 for each term of the contract as applicable. (See Exhibit C for menu description.)
 - 1. The menu plan must include use of local fresh fruit and vegetables and, when applicable, participate in the Farm to Schools Programs.

The menu will be evaluated on the following:

- Menu Concept
- Meal Pattern Requirements
- Nutrition Standards
- Healthy Choices
- Food Variety/Selection

The FMSC shall provide in detail the overall plan the company proposes to implement and describe in detail how the students, parents, and community stakeholders will be informed of the menu and nutrition information.

The Contractor must adhere to this 4-week cycle menu and portion sizes specified in the proposed menus for the first four (4) weeks of meal service. Thereafter, changes in the menu(s) must be made with prior approval of the SFA. The meals must meet the requirements of the Healthy, Hunger-Free Kids Act of 2010 as designated herein by the SFA for each term of the contract as applicable.

- o. The FSMC company will be responsible for the relocation of existing equipment and temporary walk-in cooler/freezer trailers from school to school with SFA approved Transfer Request Form.
- p. All meals shall meet the nutritional requirements for National School Lunch, Summer Food Service Program and School Breakfast Programs for the age/grade groups of schoolchildren. All calculations and compliance support information shall be available to the SFA immediately upon request.
- q. Supper meals shall meet the nutritional requirements for the After School Meal Program. All calculations and compliance support information shall be available to the SFA immediately upon request.

- r. Serving sizes, menu items, and the number of components shall not be changed unless agreed upon by the SFA. Menus shall be submitted for review at least 45 days prior to the serving date for SFA approval. The FSMC shall utilize the SFA-provided computer system for menu analyses.
- s. The FSMC shall establish a menu/recipe review committee to meet a minimum of once per month to review recipes and menus; the SFA shall be part of this committee.
- t. 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, showing a minimum of plate waste and increased participation levels in the National School Lunch, School Breakfast and/or Summer Food Service Programs, as applicable.
- u. The FSMC shall ensure that any product made and/or distributed by the Central Kitchen facility is handled in accordance with proper food safety and HACCP protocols.
- v. Taste testing of all proposed menu items shall occur with participation of the SFA; student participation in taste testing shall occur as is practicable.
- w. An annual USDA Foods taste testing shall occur in December or at the discretion of the SFA to review new USDA Foods product options. The SFA shall actively participate in this event.
- x. All menu substitutions shall be presented to the SFA in writing for approval prior to being served.
- y. The FSMC shall participate in the parent, teacher, and student advisory boards.
- z. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- aa. The FSMC shall use SFA facilities for preparation of food to be served as specified on Exhibit A.
- bb. The FSMC will utilize its own management and inventory system for food and non-food products, USDA Foods, and/or meals in the Central Kitchen facility and school site locations.
- cc. The FSMC will provide a detailed plan on use of the equipment in the LCS Central Kitchen.
- dd. The FSMC is required to substitute food components of the meal pattern for students who are considered to have disabilities in accordance with 7 CFR Part 15(b) when the disability restricts their diet. Substitutions shall be made on a case-by-case basis and shall be supported by a statement of the need for substitutes that includes recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, USDA. Such statement shall 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.
- ee. The SFA shall be provided with a weekly tracking of USDA Foods sent to schools from the LCS Central Kitchen and directly from distributors.
- ff. The SFA shall be compensated by the FSMC for the value of USDA Foods allocation reduction or for processed USDA Foods that have been recovered by USDA/FDACS due to lack of use. For a list of USDA Foods in inventory as of June 30, 2025. (See Exhibit H)

- gg.** All communications by the FSMC to school sites shall be reviewed by the SFA prior to dissemination.
- hh.** The FSMC shall comply with all local and state sanitation requirements.
- ii.** The FSMC shall comply with District guidelines and respond to SFA requests within a reasonable time period as determined by the District. As a part of these requests the FSMC shall provide the SFA with a monthly report of the following:
 - 1.** Employee names and work site locations provided directly to Human Resources.
 - 2.** Summary of any comments, complaints, food safety issues, and the plan for resolution with current status of each issue provided to the Food Service Director.
 - 3.** Summary of goal accomplishment for the previous month and plans for the next month provided to the Food Service Director.

This information will be provided no later than the tenth working day of the month following the report period.

- jj.** The FSMC shall comply with all specific requirements of this Request for Proposals within the time requirements as stated by the SFA or reimburse the SFA for the total cost to District for completion of the tasks or be charged in accordance with the Performance Guarantee, Exhibit Q. The SFA reserves the right to provide any portion of the responsibility that the FSMC does not provide.
- kk.** The FSMC shall provide trained personnel with proper technical expertise to support the Information Technology function of the food service operation in cooperation with the District's Information Technology Department. Such personnel shall have certification(s) consistent with the industry standard. All proposed personnel shall be prior approved in writing by the SFA.
- ll.** Minimum staffing levels at each facility should be maintained as designated by the SFA. A minimum of a 10% replacement labor pool shall be maintained to cover absences, as required.
- mm.** The FSMC shall credit the SFA for all physical inventory, both USDA Foods and purchased food as of July 1, 2026. The credit for all foods shall be at the items Fair Market Value.
- nn.** The FSMC shall provide all paper products and other consumable supplies used in the food service operation. All paper products used shall be adequate to contain serving sizes listed for menu items. Closed-lid containers or film wrap shall be made available for meals transported for consumption out of the cafeterias. NOTE: The SFA reserves the right to acquire food service equipment that may require the FSMC to purchase specific sized packaging materials.
- oo.** The FSMC shall provide to the SFA a monthly report showing rebates received for the previous month generated from processed USDA Foods in accordance with 7 CFR Part 250. All USDA Foods rebates shall accrue to the SFA.
- pp.** 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.
- qq.** 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.

- rr. The FSMC shall provide uniforms for all LCS Food Service employees in compliance with the Collective Bargaining Agreements between LCS and Local 1010 and LCS and LESPA and as required to provide food services per this contract.
- ss. The FSMC will be responsible for the washing of dishes, trays, flatware, pots, pans, utensils, the cleaning and sanitation of food equipment, counters, serving lines, routine cleaning, grease filters and traps, light fixtures, window coverings, sanitation and housekeeping in the kitchen and storage areas used by the FSMC, including the cleaning of floors, walls and diffusers in these areas.
- tt. The FSMC will be responsible for maintaining daily temperature logs and records as required by program regulations for all refrigerated equipment in each school, including holidays. The FSMC shall inform the SFA in writing of normal maintenance schedules and problems encountered with refrigeration equipment. Liability for foods lost due to equipment breakdown or lack of maintenance shall be determined on a case-by-case basis.
- uu. Maintain a Menu and Reporting System as highlighted below:
 - 1. The Menu System for Reimbursable School Breakfast shall follow the requirements of the HHFKA as approved by the USDA.
 - 2. Menus planned and served shall be planned to meet student preferences as determined by student surveys and/or the advisory board.
 - 3. The Menu Format System for Reimbursable School Lunch shall follow the requirements of the HHFKA planning as approved by the USDA. The menu shall meet USDA requirements.
 - 4. The Meal System for Reimbursable After-School Snack Program shall follow the requirements of the HHFKA, as approved by the USDA.
 - 5. The quantities of food served shall be in accordance with the Federal meal pattern requirements and the recommendations for the specific age groups as found in 7 CFR Part 210 and 7 CFR Part 220.
 - 6. Detailed product identifications and the current USDA Food Buying Guide shall be the basis for determining the quality and adequacy of yield for all food items.
 - 7. All breaded meat/meat alternate products served shall meet meal requirements as served and have a CN Label in order to protect the District against audit criticism or overclaims.
 - 8. Written product identifications shall be provided for all food purchased without CN Label to ensure quantity and quality.
 - 9. If reimbursement for a meal is denied, or a claim for loss of USDA foods is denied the SFA as a result of an audit, review or for any other reason, the amount of the denied reimbursement (food loss, overclaim or questioned cost) shall be subtracted from the funds due the FSMC. In the event the reimbursement is denied after the termination of the contract, the FSMC shall refund the amount of the denied reimbursement to the District.
 - 10. Each planned menu for all programs operated shall be planned to follow the requirements of the HHFKA. Hot breakfasts consisting of protein and/or grain components approved by the

SFA and consistent with the HHFKA shall be served during the annual Standardized testing.

11. The SFA will determine a la carte items to be sold and the pricing of such items sold during the school day, if any, prior to commencement of the contract. A list of food items will be provided by the SFA.
12. Adult Meal Charges are subject to change each year.
13. If the SFA requires food service for Special Food Service Functions such as banquets, etc., a firm price per meal shall be negotiated and confirmed in writing with the District official requesting the service. No food, labor, supplies and/or USDA Foods appropriated for the daily food service program will be used for these functions. School Food Service employees may only be used if time is prorated to the appropriate cost category.
14. The FSMC shall plan and provide written documentation to the SFA for review to confirm that all menus are reimbursable; including all planned promotional specialty menus. Nutrition analyses shall be provided by the FSMC to document that all program meals were planned and served to meet the Healthy Hunger Free Kids Act of 2010 and the Dietary Guidelines for Americans. The FSMC shall document that individual school advisory council recommendations are used in menu planning.

2.6.2 Staffing Plan

- 2.6.2.1 The Respondent shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this ITN. The Respondent shall provide the resume(s) and background information of the staff that will be assigned to this account. Identify the proposed project manager who will be responsible for the day-to-day execution of the engagement and his or her relevant experience.
- 2.6.2.2 The FSMC represents and warrants that its performance of the Services shall be rendered with promptness and diligence and shall be executed in a workman-like manner, in accordance with the practices and high professional standards used in a well-managed operation performing services similar to the Services. The FSMC represents and warrants it will use an adequate number of qualified individuals with suitable training, education, experience, and skill necessary to perform the Services and the FSMC represents and warrants it will perform the Services in an efficient and cost-effective manner.
- 2.6.2.3 The FSMC agrees and represents that all of the Services required hereunder shall be performed by the FSMC as identified in the Proposal.
- 2.6.2.4 All the personnel assigned by the FSMC and any sub-FSMC shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification or other authorization as may be applicable.
- 2.6.2.5 All management personnel to be assigned to the District Contract will require prior written approval by the District. Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes' of replacement management personnel may be required to be submitted to the District for review. The District reserves the right to interview replacement management personnel prior to approval. The successful Administrator shall provide any and all necessary training for management and staff employed under the terms of the Contract with the District.

- 2.6.2.6** Additionally, the FSMC agrees that it shall remove (within a mutually agreed upon period of time) from assignment under the Contract any individual in its employ, if, after the matter has been reviewed jointly by the District and the FSMC, the District requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the FSMC as an independent FSMC solely responsible for the method, manner and means chosen by it to perform hereunder.
- 2.6.2.7** The FSMC agrees and represents that all of the Services required hereunder shall be performed by the FSMC as identified in the Proposal. Notwithstanding the foregoing, as to this first Agreement year, the FSMC agrees to use its best efforts to provide interviews, and to the extent feasible, offer employment to qualified former hourly employees who previously provided services to the District.
- 2.6.2.8** And further notwithstanding the foregoing, the FSMC agrees to use commercially reasonable efforts to maintain salaries and benefits for its employees that are at least commensurate with the prior salaries and benefits afforded to the employees of the district.

2.6.3 USDA Foods

- a. All USDA Foods received for use by the SFA and made available to the FSMC are acceptable and shall be utilized in the SFA's food service operation for the preparation and service of meals within the term of the contract in as large a quantity as is practicable. Use of and credit for the value for USDA Foods shall be in accordance with 7 CFR Part 250.
- b. The FSMC shall use all existing inventory on site within twelve (12) months of initiation of the contract, or prior to the product expiration date, if applicable. This includes, but is not limited to all FSMC and SFA inventory.
- c. 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.
- d. The FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the SFA. The FSMC shall ensure all USDA Foods are used only in the SFA's food service. USDA Foods shall not be sold, exchanged or otherwise disposed of without approval of the SFA.
- e. The FSMC shall utilize all USDA ground beef, ground pork and processed end products received in the SFA's food service operation. Commercially purchased foods shall not be substituted for these products.
- f. The FSMC may utilize other USDA Foods, or may substitute commercially purchased foods of the same generic identity, of U. S. origin, and of equal or better quality than the USDA Foods, with the prior approval of the SFA.
- g. The FSMC shall credit the SFA for the full value of all USDA Foods received for use in the SFA's meal service during the school year (including both entitlement and bonus foods) regardless of whether the USDA Foods have actually been used. If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the SFA. The FSMC will issue all such credit in full prior to the expiration of each Contract Term.

- h. The value of USDA Foods is based on the information listed on the SFA's Web Based Supply Chain Management system (WBSCM), the Requisition Status Report, Florida POINT system, K-12 web site and Processor Link web site. If not listed, the current market value of USDA foods will be based on the prices issued by the FDACS.
- i. Credit issued by the FSMC to the SFA for USDA Foods shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Credit will be determined based on the value of USDA Foods received during the month. The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 CFR Part 210.9(b)(2).
- j. A reconciliation shall be conducted by the SFA at the end of each contract term and upon expiration or termination of the contract to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received during the contract term. The SFA will verify receipt of USDA food shipments through its electronic records or by contacting FDACS or the processor, as is applicable.
- k. The FSMC shall comply with the storage and inventory management requirements for USDA Foods in accordance with 7 CFR Part 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.

The FSMC shall accept liability for any loss of USDA Foods not yet credited to the SFA due to circumstances which are under the control of the FSMC (i.e. – failure to operate equipment in accordance with the manufacturer's recommendations; lack of proper equipment maintenance; failure to promptly repair equipment; failure to adhere to proper procedures, such as monitoring temperatures of food while in storage or in service and preparation; etc.), and shall credit the SFA monthly and through the year-end reconciliation for any such loss.
- l. Maintain a monthly listing by school of the ending inventory for purchased food, supplies and USDA Foods. Also, a listing by school of the total value of USDA Foods received.
- m. The 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.
- n. The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during the term of the contract. If an agreement cannot be reached, the FSMC shall utilize the USDA Foods in the form furnished by the USDA through FDACS.
- o. The SFA shall be responsible to have processing contracts in place when a commercial facility processes or repackages USDA Foods. The FSMC shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods.

Although the FSMC may procure processed end products on behalf of the SFA, the FSMC itself shall not enter into any processing agreements with a processor, nor shall the FSMC enter into any subcontracts for further processing of USDA Foods. If the FSMC procures processed end products on behalf of the SFA, the FSMC will comply with the provisions of the SFA processing agreement(s) and the requirements in 7 CFR Part 250.
- p. The FSMC and SFA shall maintain records to substantiate the receipt, processing, use, storage, and inventory of USDA Foods and other records relating to USDA Foods in accordance with 7

CFR Part 250.54. The FSMC shall submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Quarterly physical inventories of all USDA Foods must be conducted by the FSMC and supervised by the SFA. FSMC shall keep separate inventories (both physical and accounting) of USDA Foods and regular purchased food.

All records pertaining to USDA Foods shall be maintained by the FSMC and made available for inspection by the SFA, FDACS and USDA for a period of five (5) years plus the current year.

- q. The FSMC shall be responsible for all delivery, transportation, storage, and warehousing costs associated with USDA Foods and must follow all instructions as presented in the Florida Recipient Agency Procedures Manual. The FSMC shall return all unused USDA ground beef products, ground pork products and processed end products to the SFA upon termination, expiration or nonrenewal of the Contract.
- r. The SFA shall retain control and title to all USDA Foods.
- s. 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 donated 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, 7 CFR Part 250 and 7 CFR Part 210.

2.6.4 Other Food Specifications

- a. Breads, bread alternates, and grains shall be made from whole-grain rich flour. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per current USDA meal pattern guidelines. If applicable, product should be in moisture-proof wrapping with nutrient information and pack code date provided.
- b. All meat and poultry shall have been USDA inspected and shall be free from off-color or odor.
 - 1. Beef and ground meat shall be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - 2. Poultry shall be U.S. Grade A when applicable and shall meet the recommendations outlined in Specifications for Poultry Products, A Guide for Food Service Operators from the USDA. LCS requires hormone-free and reduced antibiotics.
 - 3. For breaded and battered items, all flours shall be whole-grain rich for breads/grains credit and breading/batter shall not exceed 30% of the weight of the finished product.
 - 4. For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
 - 5. All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, isolated soy protein, or cereal will be allowed. Meats shall not show evidence of greening, streaking, or other discoloration.
 - 6. All cheese shall be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese shall have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.

7. All fish shall have been USDA inspected and meet minimum flesh and batter/breading required for USDA Grade A product or a product Packed Under Federal Inspection (PUFI) by the USDA.
8. All fresh fruits shall be ripe and in good condition when delivered and shall be ready for consumption per the USDA Food Buying Guide. Fruits shall, at a minimum, meet the food distributors' second quality level. Fruits shall have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size shall produce a yield equal to or greater than the portion size to meal the meal pattern requirement for each menu type.
9. All fresh vegetables shall be ripe and in good condition when delivered and shall be ready for consumption per the USDA Food Buying Guide. Vegetables shall, at a minimum, meet the food distributors' second quality level. Vegetables shall have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size shall produce a yield equal to or greater than the portion size to meal the meal pattern requirement for each menu type.
10. All vegetables should be of the frozen variety and shall meet the food distributors' first quality level (extra fancy and fancy) and shall be packed with low-sodium or no salt added. Vegetables shall have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
11. All canned fruits shall meet the second quality level (standard). Fruit shall be packed in juice, water or light syrup and all frozen or dried fruit shall have no added sweetener (nutritive or non-nutritive).
12. Fresh, cage-free eggs shall be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs shall be Grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors. Liquid eggs to be used within seven days of defrosted state.
13. Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., shall be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
14. If applicable, the food production facility, manufacturing plant, and products shall meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and any other regulations that support the wholesomeness of products.
15. Meals and food items shall be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
16. All fruit juices shall be 100% fruit juice.
17. Nutrition labels or manufacturer specifications shall indicate zero grams of 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.
18. Fluid milk shall be low-fat (1 percent milk fat or less, unflavored only) or fat-free (unflavored or flavored). Two choices shall be offered daily as required by the SFA. LCS requires fluid milk and yogurt to be RGBH-free.

19. A school food authority participating in the Program, or a person approved by a school participating in the Program, must not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event.
20. Food items shall meet the sodium target level prescribed in 7 CFR Part 210.10 for the applicable school year.

2.6.5 Purchases/Buy American

- a. The FSMC shall retain title to all purchased food and nonfood items.
- b. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products that are either agricultural commodities produced in the United States (U.S.) or a food products processed in the U.S. substantially using agricultural commodities produced in the U.S.
- c. 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.
- d. The FSMC shall not substitute commercially purchased foods for USDA ground beef, ground pork, and processed end products received.
- e. Upon request, the FSMC shall certify the percentage of U.S. content in the products supplied to the SFA. The FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with United States content requirements
- f. The SFA reserves the right to review FSMC purchase records to ensure compliance with the Buy American provision in 7 CFR Part 210.21 and Part 50.23.
 1. The use of domestic alternative foods before approving an exception.
 2. The use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than a non-domestic food.
 3. 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.

2.6.6 Use of Facilities and Equipment

The SFA will make available to the FSMC a central office site located at 3397 W. Tharpe Street, Tallahassee, FL 32304. Additional office space is available at the LCS Central Kitchen in support of Central Kitchen operations.

Administrative offices will include all standard office furniture (desks, chairs, filing cabinets) and equipment (computers, printers, copiers). The SFA may make structural changes, if necessary, to comply with federal, state and local laws, rules, ordinances and regulations.

The SFA reserves the right, in 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. The SFA will return facilities and equipment to the FSMC in the same condition as received when the SFA uses the facilities for extra-curricular activities.

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 as specifically provided for in the Contract without the SFA's express written consent.

The FSMC, together with the SFA, shall conduct an inventory of expendable equipment (smallwares) and supplies owned by the SFA at the end of each school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils.

The FSMC shall provide to the SFA a report of the inventory, by school, within ten (10) business days of conducting the inventory. The FSMC shall correct any discrepancies within 30 days of the end-of-the-school-year inventory. The inventory level of the smallwares and supplies as specified by the SFA shall be maintained by the FSMC during the entire school year.

The FSMC shall maintain the inventory of SFA computer and IT equipment and all related software programs. The FSMC shall ensure the operation of point of sale, inventory control, time keeping and any other programs necessary for the operation of the IT functions of the Food Service Department.

The FSMC shall correct any discrepancies or deficiencies that are not the result of non-performance of the computer systems of the SFA.

The FSMC shall repair and service all SFA foodservice equipment including all required preventative maintenance as recommended by the equipment manufacturer for all equipment in all SFA facilities.

The FSMC shall provide adequately trained professionals to provide full maintenance and repair support with on-site personnel.

On-site FSMC personnel shall provide daily monitoring of building systems and report any non-performance issues to the SFA personnel assigned to repair the building and repair systems. The scope and responsibility for the building, refrigeration systems and foodservice equipment is defined and allocated below:

- a. Building systems – the SFA will be responsible for the repair of all building systems including but not limited to the building structure, HVAC, electrical, plumbing, security and other related building systems. Refrigeration systems – the SFA will provide contracted service to adequately support the preventative maintenance and repair service for the central refrigeration systems.
- b. Food service and refrigeration equipment at schools and other production and service sites - the FSMC shall provide self-performed or contracted service to adequately support the preventative maintenance and repair service for the foodservice equipment installed at the schools and other facilities utilized by the FSMC.
 1. The SFA will replace equipment that is deemed non-repairable by the SFA except when replacement is due to damages beyond normal wear and tear.
 2. 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.
- c. The FSMC shall provide the SFA a monthly report as to the Compliance and Progress of the food service program as listed below and further described reports -

- d. Preventative Maintenance requirements - the FSMC shall provide the preventative maintenance requirements as determined by the equipment manufacturer and shall provide written reports on all equipment preventative maintenance, routine maintenance, and repair at each school site in a dedicated file for ongoing review and inspection by SFA personnel.
- e. Equipment training – the FSMC shall provide all required training to ensure the equipment is operated safely and at in manner that allow for the equipment to fully support the intended use as determined by the SFA.
- f. Emergency vs routine – Repairs deemed emergency by the SFA shall be completed within 24 to 48 hours of the reported equipment problem. Emergency repairs are items such as hot or cold holding equipment failing to properly operate or maintain temperatures. In addition, any equipment failure that directly affects meal service will be deemed emergency in nature. Routine repairs must be completed within 7 to 10 working days. Routine repairs are items that do not affect hot or cold holding temperatures or directly impact meal service.
- g. Food Service Director notification and control – the Food Service Director shall be immediately notified of all equipment repairs that prevent the FSMC from completing the FSMC responsibilities.
 - 1. The SFA will furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.
 - 2. The FSMC shall be responsible to insure for any losses of federally donated food that may arise due to equipment malfunction not within the control of the FSMC (i.e. - loss of electrical power, refrigeration malfunction and destruction of building or facilities containing the products).
 - 3. FSMC shall be required to monitor Central Kitchen and school refrigeration alarms (where installed) and take action as necessary to prevent the loss of any food product within these areas.
 - 4. The FSMC, its employees or its agents shall not remove food preparation or serving equipment owned by the SFA from the SFA's premises.
 - 5. The FSMC shall provide a written notification to the SFA of any equipment belonging to the FSMC within ten days of its placement on SFA premises.
 - 6. The SFA shall not be legally responsible for loss or damage to equipment owned by the FSMC and located on SFA premises.
 - 7. The SFA shall provide sanitary toilet facilities for the FSMC employees.
 - 8. 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. The FSMC shall surrender all equipment and furnishings in good repair and condition to the SFA upon expiration or termination of the contract, reasonable wear and tear excepted.
 - 10. The SFA will have final authority for the purchase or placement by the FSMC of any equipment used for storage, preparation, or delivery of school meals.
 - 11. The FSMC shall provide transport vehicles that match the loading and unloading condition at the Central Kitchen facility and the individual school sites. The FSMC shall provide and

maintain a sufficient number of delivery vehicles to supply the school sites with sufficient food and supplies to meet the needs of the District's Food Service Program.

12. The FSMC shall follow the District Key Procedure, specifically as it relates to kitchen facilities. This procedure will be provided to the apparent awardee following contract award.
13. The FSMC shall re-light kitchen appliances and water heater pilot lights at schools if the pilot lights extinguish. The SFA will be responsible for re-lighting boilers. This procedure will be provided to the apparent awardee following contract award to include fire alarm events and drills.
14. The FSMC shall be responsible for meeting the requirements of the Department of Health inspections and associated cost thereof, including equipment condition, operation, and/or appropriate removal.

2.6.7 Sanitation

2.6.7.1 General Cleaning

- a. The FSMC shall furnish all necessary management and resources (including but not limited to personnel, training programs, support, equipment, materials, program and supplies) to implement a program to maintain and improve the overall cleanliness and sanitation of the kitchens. The FSMC shall present to the SFA for approval within 30 days of contract award a detailed Sanitation Plan which will outline how the kitchens and equipment shall be kept clean and sanitized throughout the year. The FSMC shall provide a daily, weekly, monthly, quarterly and yearly cleaning schedule to meet the minimum standards.
 1. The FSMC shall clean all kitchen areas including the areas in the Central Kitchen and Warehouse. Cleaning shall include, but not be limited to, sinks, counters, grease traps, tables, chairs, flatware, utensils, walls, ceilings, floors, light fixtures, food transport devices/carts, window coverings, all production equipment, and associated infrastructure.
 2. All cleaning above the eight-foot level above finish floor shall be completed by qualified FSMC employees or contracted service personnel utilizing appropriate equipment to allow for the processes to be completed safely following OSHA guidelines (except as noted in the Integrated Pest Control). No areas in the school dining/cafe/teria areas are included in this requirement.
 3. The FSMC shall be responsible for cleaning of the kitchen, storage rooms and restrooms located within the kitchen area in order to maintain compliance with Hazard Analysis and Critical Control Points (HACCP) requirements. Kitchens floors must be cleaned at a minimum of three days per week with an enzyme-based floor cleaner.
 4. Thoroughly clean areas around and under appliances and furnishings that are rarely moved (i.e. refrigerators, freezers, shelving units) to remove accumulated grease, dust, dirt, debris etc. at least monthly. Pressure steam cleaning is acceptable.
 5. Floor drain traps shall be kept full of clean water. On a quarterly basis, FSMC shall degrease all floor drains.

6. All surfaces and used utensils, trays, and dishes are cleaned and dry by the end of the day.
 7. All surfaces in food preparation and serving areas are regularly cleaned of grease deposits. This includes but is not limited to the surface tops, sides, underneath, legs and shelves.
 8. Wiping cloths are disposed or laundered daily. Mop heads should be disposed or laundered weekly.
 9. Mops and mop buckets are properly dried and stored (i.e. mops hung upside down, buckets emptied).
 10. Overflow water trays in refrigeration units are cleaned and emptied as often as necessary to prevent water leaks.
 11. Out-of-date charts or paper notices are removed from walls monthly.
 12. Vending machines maintained in clean condition inside and out if present.
 13. Reusable containers shall be kept clean and free of food debris.
 14. Food waste from preparation and serving areas is collected and sealed in a leak proof plastic bag before removal from the kitchen.
 15. Waste with liquid food residues (i.e. milk cartons, juice boxes) are drained of excess liquid before discarding.
 16. Garbage containers and garbage storage are placed away from building entrances.
- b. 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 in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
 - c. The FSMC will be responsible for the cleaning of hoods and related ducts above the filter line with the cooperation of the SFA. Cleaning will be provided a minimum of two (2) times per year or as needed to comply with National Fire Protection Association (NFPA 96) as determined by the SFA.
 - d. The SFA will be responsible for the cleaning of the dining/cafeteria areas, including tables, chairs, and floors after the meal service. In cases where the food serving line is located in the cafeteria, the FSMC shall be responsible for cleaning the food serving line equipment and underneath the equipment.
 - e. The FSMC shall provide custodial services for all areas in the Central Kitchen and Warehouse, and all school-based kitchens and their associated administrative offices and restrooms. The District will provide custodial services for District provided central Food Service administrative offices.

6.6.7.2 Solid Waste and Recycling

It is the goal of the SFA to maintain an effective and efficient Solid Waste and Recycling collection program which promotes recycling at LCS facilities. The underlying goal of the program is to increase the volume of materials recycled and reduce the volume of solid waste generated by LCS and its operations.

- a. FSMC shall work closely with school designee and custodial service to maintain or increase recycling at each location. FSMC shall report when scheduled pickups are not keeping up with demand, solid waste or recycling.
- b. The FSMC shall place garbage and trash in containers as specified by the SFA and place them in solid waste or recycling dumpsters as appropriate.
- c. The SFA will remove or contract for the removal of all solid waste and recycled materials from the appropriate dumpsters or designated areas.
- d. Packing and shipping trash (bags, boxes, pallets) is promptly and properly disposed of or recycled.
- e. Monitor dumpsters for close-fitting lids and keep the lids closed. FSMC shall report any broken or missing dumpster lids.
- f. Breakdown cardboard boxes before placing them in the recycle dumpster.
- g. Report dumpster discrepancies to the SFA.

6.6.7.3 Integrated Pest Management (IPM):

LCS employs IPM for the control of pests as presented guidelines issued by the United States Environmental Protection Agency. IPM involves controlling pests by the most practical mechanical, physical, cultural or biological methods first. It includes, if necessary, the judicious use of chemical control with the least harm to people and the environment.

- a. The FSMC through sanitation duties and physical control help keep pests out of the kitchen and hinder their establishment, thereby reducing the need for chemical control.
- b. Timely documentation of pest sightings in the school's Integrated Pest Management (IPM) Log located at each school's front office. Contractor shall maintain a proactive approach to LCS pest policy. In the event there is a pest infestation identified by Department of Health, LCS Food Service Supervisor, and or LCS IPM Coordinator within the kitchen without multiple documented entries.
- c. In cases where the chemical control of fumigation becomes necessary, the FSMC shall properly secure all foods, utensils, pots/pans and do a walk through with the IPM contractor before fumigation begins.
- d. In cases where the chemical control warrants the use of a mopping agent the FSMC will apply the agent as directed by the SFA.
- e. Submit work orders to LCS Maintenance Dispatch Office via the school's front office for facility discrepancies that can contribute to pest activity. This would include, but is not limited to, the absence of weather stripping, the absence of door sweeps, and missing or broken ceiling tile.
- f. Purchases of new kitchen appliances and fixtures are of pest-resistant design (i.e. open design, few or no hiding places for roaches, freestanding and on casters for easy thorough cleaning).
- g. The FSMC shall assist the SFA, as required, in providing access to the kitchen facilities for pest treatment or other SFA-required action.

6.6.7.4 Storage Areas:

- a. Incoming shipments of food products, paper supplies, etc. are inspected for pests and rejected if infested
- b. Food products delivered in non-pest-proof containers (e.g., paper, cardboard boxes) and not used immediately are stored refrigerated or transferred to pest-proof containers.
- c. Stored products are rotated on a "first in, first out" basis to reduce potential for pest harborage and reproduction.
- d. Bulk stored products are not permitted direct contact with walls or floors, allowing access for inspection and reducing pest harborages.
- e. Food that has come in direct contact with pests (such as ants, mice, cockroaches, mealworms or other stored product pests) is considered contaminated and is discarded promptly.
- f. In cases where baits or traps of any kind are used:
 - 1. Each bait station or trap is assigned an identification number and should not be disturbed.
 - 2. Report suspected bait or trap activity immediately to Facilities Maintenance Office: (850) 617-1777.

6.6.7.5 Employees

- a. The FSMC shall comply with all employment wage and hour regulations of federal and state law.
- b. The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable laws.
- c. The FSMC shall comply with the provisions of the Affordable Care Act.
- d. 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. FSMC shall follow all District negotiated labor agreements for District employees.
- e. The FSMC shall provide the SFA with a list of its personnel policies and employee handbook.
- f. The FSMC shall provide, at its own expense, the required fingerprint based criminal history record checks of all FSMC employees and contracted personnel assigned to the SFA per the requirements of the Jessica Lunsford Act, F.S. 1012.32. A background log listing badge issuance/expiration date must be provided on a monthly basis. All FSMC employees must have a current contractor's badge to work in any LCS school/facility.
- g. The SFA will submit to the FSMC a schedule of LCS employees, positions, assigned locations, hours of work, and wages (if applicable), which must be used for bid calculation purposes. (See Exhibit O)
- h. The FSMC shall maintain a similar level of employee positions, hours, wages, and benefits as stipulated in Exhibit R 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.

- i. The FSMC shall ensure the employees' hours are not used for catering or special functions.
- j. Upon written request of the SFA, the FSMC shall 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.
- k. The FSMC shall abide by the SFA's personnel/termination policies, relative to District employees. Additional information regarding the District may be obtained by visiting the LCS web site at www.leonschools.net.
- l. In the event of the removal or suspension of any school-based employee, the FSMC shall immediately restructure its staff to preclude any disruption in service by following the minimum staffing plan.
- m. 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.
- n. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon by the SFA and the FSMC.
- o. The FSMC shall provide daily, on-site supervisory personnel dedicated solely to the SFA, for the overall food service operation. The FSMC shall also provide administrative personnel at the District's provided FSMC office during all school days, during the hours of 7 am-4pm, or as otherwise directed by the SFA.
- p. The FSMC shall conduct trainings for all food service employees as required as part of the Healthy, Hunger-Free Kids Act of 2010.
- q. The FSMC shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. At a minimum civil rights training shall include:
 - 1. Collection and use of data,
 - 2. Effective public notification systems,
 - 3. Complaint procedures,
 - 4. Compliance review techniques,
 - 5. Resolution of noncompliance,
 - 6. Requirements for reasonable accommodation of persons with disabilities,
 - 7. Requirements for language assistance,
 - 8. Conflict resolution, and
 - 9. Customer service.
- r. In the event of the removal or suspension of any local administrative or office employees, the FSMC shall provide an immediate replacement or a corresponding credit to the SFA on the monthly invoice until such time as the position has been filled.

- s. The SFA reserves the right of prior approval for the FSMC's placement of proposed administrative employees.

6.6.7.6 Reports and Record Keeping

- a. The FSMC shall prepare a monthly Food Service Review report.
- b. 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.
- c. 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.
- d. All records shall be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, FDACS, USDA, and the Auditor General 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.
- e. The FSMC shall have records maintained and available to demonstrate compliance with the requirements relating to USDA foods. Such records shall include the following:
 - 1. The receipt, use, storage, and inventory of USDA foods;
 - 2. Monthly inventory reports showing all transactions for processed and non-processed USDA foods; and
 - 3. Documentation of credits issued to the SFA for USDA foods received; and
 - 4. Documentation of credits issued to the SFA for USDA foods owned by the SFA prior to the contract execution date
- f. The FSMC shall accept liability for any over-claims due to FSMC negligence or noncompliance with regulations, including those over-claims based on review or audit findings. Payments for any claim shall not prevent the SFA from making an adjustment on any item found not to have been in accordance with the provisions of the contract.

6.6.7.7 Beverage Sales

In 2024, the District entered into an exclusive agreement with Coca Cola United for the sale of products in all District food service areas. The current agreement period is effective through July 1, 2026. The contract is thereafter renewable for three (3) additional one (1) year periods, pending Board approval. The Exclusive Healthier Beverage Contract is provided in Exhibit K.

The selected FSMC shall not offer any products marketed in direct competition with the District's exclusive beverage Contractor, with the exception of lemonade, punch and tea from mixes/concentrates; fresh-brewed unbranded hot coffee and hot tea products; milk and hot chocolate; water drawn from the public water supply or water coolers, juice and juice drinks.

In 2024, the District entered into an exclusive agreement with Coca Cola United for the sale of products in all District food service areas. The current agreement period is effective through

July 1, 2026. The contract is thereafter renewable for three (3) additional one (1) year periods, pending Board approval. The Exclusive Healthier Beverage Contract is provided in Exhibit K.

The selected FSMC shall not offer any products marketed in direct competition with the District's exclusive beverage Contractor, with the exception of lemonade, punch and tea from mixes/concentrates; fresh-brewed unbranded hot coffee and hot tea products; milk and hot chocolate; water drawn from the public water supply or water coolers, juice and juice drinks

6.6.7.8 Implied Services

If any services, functions or responsibilities not specifically described in this ITNITN are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

2.6.8 Additional Expenses

This section includes, but is not limited to, any additional expenses to be incurred by the FSMC in relation to the Services (an example includes expenses incurred by the FSMC if any state or federal agency requires any external review – such as quality control – of the FSMC's Services conducted for the District).

2.6.8.1 School Food Authority (SFA) Responsibilities

- a. The SFA will ensure the food service operation is in conformance with National School Lunch and Breakfast Program Sponsor Agreement and the Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals.
- b. The SFA will retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- c. The SFA will monitor the food service through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals. 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.
- d. The SFA will 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.
- e. The SFA will approve all a la carte items and the prices charged for those items in advance of sale by the FSMC.
- f. The SFA will 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; the Summer Food Service Program Agreement; and the Child Nutrition Program Monthly Claim for Reimbursement.
- g. The SFA will retain signatory authority on the Department of Health Annual application for participation in the Child Care Feeding Program.

- h. 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:
 - 1. An on-site review of the meal counting and claiming system employed by each school,
 - 2. Reviews of meal count data for each site, and
 - 3. Edit checks of meal count data against the product of the eligibility data times an attendance factor.
- i. The SFA will ensure USDA foods received for use by the SFA and made available to the FSMC shall accrue only to the full benefit of the SFA's food service program and are utilized in accordance with the terms and conditions 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 CFR Part 250.
- j. The SFA will maintain and visibly post applicable health certificates and assure all state and local regulations are met by the FSMC in preparing or serving meals at SFA facilities.
- k. The SFA will establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.
- l. The SFA will distribute and collect the letter and household applications for free and reduced-price meals or milk and determine eligibility of students for meal benefits.
- m. The SFA will verify applications for free and reduced-price meals and conduct any appeals or hearings for eligibility determinations.
- n. The SFA will inform the FSMC of any adjustments to menus and monitor implementation of adjustments.
- o. The SFA will be responsible for resolution of program reviews and audit findings.

2.6.9 Designation of Program Expense

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

The following FSMC expenses may include, but are not limited to:

- a. LABOR
 - 1. Salaries for managers, and/or supervisors, full, and part time workers, monitors, cashiers, drivers
 - 2. Fringe Benefits for FSMC personnel
- b. FOOD
 - 1. Food Products
 - 2. USDA Foods Delivery
 - 3. USDA Foods Freight Costs

4. Temporary/Emergency Food Storage/Warehouse

c. OTHER EXPENSES

1. Accounting
2. Bank Charges
3. Data Processing
4. Processing and Payment of Invoices
5. Expendable equipment replacement (less than \$750 per item).
6. Sanitation
7. Insurance
8. Curing of Audit Findings
9. Laundry and Linen
10. Uniforms per CBA for all personnel
11. Office related office expenses
12. Paper/Disposable Supplies
13. Printing
14. Product Testing
15. Promotional Materials
16. Equipment repair and maintenance
17. Staff Meals
18. Taxes and Licensing (i.e. – taxes and health department fees on retail dining)
19. Communication - Phones services other than basic local at the cafeterias and FSMC administrative offices. (Long Distance, Cellular and Wireless)
20. Transportation Costs - vehicles/trucks (repair/maintenance and fuel)
21. Trash Removal for the Central Kitchen
22. Travel
23. Training
24. Utility charges for the Central Kitchen

The following expenses are the only expenses that are the responsibility of the SFA: (Except as expressly notified otherwise in the contract)

a. LABOR

1. Salaries of personnel who remain District employees
2. Fringe benefits of personnel who remain District employees

b. CAPITAL OUTLAY - OTHER EXPENSES

1. Equipment—Major

2. New Purchase

- i. Major Building / Kitchen Repairs
- ii. Major Building / Kitchen System Replacement
- iii. Initial inventory of expendable equipment, (less than \$750 per item).
- iv. Replacement of non-expendable (capital) equipment

c. OTHER EXPENSES

- 1. Facilities repairs and maintenance
- 2. Supplies, cleaning and sanitation of floors located in the dining area
- 3. Removal of all trash and garbage from the school site cafeteria/kitchen area
- 4. Service charges for items purchased through the District
- 5. Accounts Payable services for items purchased through the District
- 6. Bank charges and fees
- 7. Basic local phone service for school cafeterias and SFA administrative offices
- 8. Electricity, Water, Garbage, Recycling, Natural Gas and Diesel
- 9. Utilities at Central Kitchen and Warehouse, other related expenses
 - i. Postage, copier usage and other office expenses
 - ii. Any other elements as may be agreed upon by both parties
 - iii. Property and Equipment Insurance
 - iv. Health Department Certificates for all schools
 - v. District Vehicle repair/maintenance and fuel
 - vi. FSRP Bonuses (if applicable)
 - vii. District Travel

2.6.10 Fees

- a. The fixed price per meal shall be calculated based on the menu(s) proposed. The fixed price per meal shall be submitted using the Required Response Cost Reply Form provided (Attachment I). The rate per meal that is offered by respondents shall be calculated as if no USDA Foods were available. The fixed price per meal shall be written in ink or typed in the blank space(s) provided and the estimated total shall be carried out to the fourth decimal place and shall not be rounded.
- b. The FSMC shall provide the fixed meal price for reimbursable meals and meal equivalents. Gross Sales shall be remitted to the SFA or deposited in the SFA's Food Service account on a daily basis. The FSMC shall be paid a fixed meal price for each reimbursable meal and meal equivalent provided by the FSMC under the contract. See Exhibit G, Annual Meal Claims and Exhibit J, Meal and A La Carte Sales.
- c. A meal or meal equivalent shall be calculated as follows:

A student lunch includes:

- student reimbursable lunches and full-paid adult lunches are counted as one meal equivalent for each lunch served.
 - A reimbursable student breakfast and full-paid adult breakfast are counted as (.50) meal equivalents for each breakfast served.
 - A reimbursable student after school snack is counted as (.25) meal equivalents
 - A la carte food sales are converted to meal equivalents by dividing the total dollars of a la carte sales by the federal free reimbursement rate, plus the value of USDA Foods.
- d. 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 Part 210, or that do not otherwise meet the requirements of the contract.
- e. The FSMC shall invoice the SFA at the end of each accounting period, as determined by the SFA. (See Exhibit P) Invoiced amounts shall be paid within forty-five (45) days after receipt of the correct and approved invoice. Reconciliation shall be made for any over-payment or under-payment on the invoice for the next accounting period. Each invoice to the SFA shall include a statement that documentation is available at the SFA Food Service office or reasonably accessible to support the invoice and any auditing process.
- f. 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 expiration or termination of the Agreement all outstanding amounts shall be paid within thirty (30) days. In addition, the FSMC and the SFA shall perform a final joint reconciliation of the records and the FSMC shall either invoice the SFA for amount due or refund the SFA for any overpayment resulting from such reconciliation.
- g. The FSMC shall subtract from the SFA's monthly bill/invoice the value of all USDA foods received. Credit issued by the FSMC to the SFA for USDA food receipts shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- h. The FSMC shall submit separate billings for special functions conducted outside of the non-profit school food service account.
- i. The fixed meal rate for meals shall be calculated as if no USDA foods were available.

2.6.11 Revenue

- a. The SFA shall receive all revenue from the food service operation.
- b. The food service revenue shall be used only for the SFA's non-profit food service.
- c. The food service revenue shall flow through the SFA's chart of accounts.
- d. All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's non-profit food service account.
- e. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of the Contract, the FSMC shall assume responsibility for the amount denied.

2.6.12 General Terms and Conditions

- a. An itemized inventory of all items (food, supplies, and USDA Foods) will be furnished by the FSMC within the first 14 days of the base year performance period; including miscellaneous kitchen items that will be made a part of the contract. The inventory shall be certified as correct by an authorized representative of both parties. Non-USDA Items deemed unsafe or unusable, by mutual consent of both parties, shall not be added to the contract. Values on existing inventories shall be used where available, otherwise, values shall be set per industry standards for such items or by mutual agreement when necessary.
- b. The FSMC shall agree to utilize the SFA owned equipment and facilities in good and proper manner and shall keep the same in a state of cleanliness to assure strict compliance with Health Regulations of the State. Records of equipment depreciation will be maintained, if applicable.
- c. Repairs to expendable and non-expendable equipment or physical facilities due to the negligence of the FSMC, its employees or agents shall be the sole responsibility and expense of the FSMC. The FSMC shall be responsible for the actions of both SFA and FSMC employees regarding the treatment and care taking of equipment.
- d. Upon termination or expiration of the contract the FSMC shall surrender all SFA owned expendable and non-expendable equipment, all purchased food and USDA foods. All fixtures added by the FSMC during the term of the contract shall also become the property of the SFA.
- e. The SFA will ensure that the foodservice is in conformance with the District's approved Free and Reduced Price Policy. The SFA will have unlimited access with or without notice to the FSMC, to all areas used by the FSMC. The SFA will conduct performance, accountability, and other reviews as required by State and Federal regulations and guidelines as well as periodic on-site visits to include: inspection of meals, food preparation, storage and service areas, and sanitation and safety practices. Principals or district officials will advise the FSMC prior to use of cafeteria during any serving times
- f. The FSMC shall abide by all applicable local, state and federal laws, including but not limited to those cited herein, when providing services under the contract.
- g. The FSMC shall provide food service in accord with all Federal regulations found in 7 CFR Parts 210, 220, 245, 250 and 3015, 3016, 3019, Guidance, Instructions and Policy Memoranda issued by the United States Department of Agriculture (USDA) - Food and Nutrition Service, United States Office of Management and Budget Circulars for federal grants and policies of the FDACS.
- h. Federal regulations 7 CFR Part 250, FSMC Final Rule. The USDA, Food Distribution National Policy Memorandum, dated November 17, 2008. FSMC Final Rule clarifications shall be incorporated into all policies, procedures and pricing for this contract
- i. The FSMC shall not assign or subcontract in whole or in part its rights or obligations under any contract resulting from response to this ITN without prior written consent of the SFA. Any attempted assignment without said consent shall be considered a breach of contract.
- j. The contract shall remain in force for one (1) year unless sooner terminated as herein provided. Options for yearly renewals may not exceed four (4) additional one-year terms.
- k. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

- l. Any act or omission on the part of the FSMC that would constitute criminal behavior or an act of moral turpitude shall not be considered a curable violation and shall result in immediate notice of contract termination.
- m. In the event that the FSMC is unable to perform under the contract due to events beyond the reasonable control of the company (i.e. - material shortage, fire, flood, or other casualty or Acts of God) the SFA may, at its' option, terminate the contract and assume control of the facilities, equipment, food, supplies, expendables, etc., necessary for the continued operation of the SFA's food service operation.
- n. The SFA may terminate the contract for breach/neglect as determined by the SFA when considering such items as: failure to maintain and enforce required standards of sanitation; failure to maintain proper insurance coverage as outlined by contract; failure to provide required information statements; or failure to maintain quality of service at a level satisfactory to the SFA.
- o. The SFA is the responsible authority without recourse to FNS and the SA for the settlement and satisfaction of all contractual and administrative issues arising for the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violations of the law will be referred to the local, State, or Federal authority that has proper jurisdiction
- p. Upon the termination or expiration of the contract (unless transition assistance is required), the FSMC shall, as soon thereafter as is feasible, vacate all parts of the premises occupied by the FSMC and return the premises to the SFA, together with all the equipment furnished by the SFA, pursuant to this contract, in the same condition as when originally made available to the management company, excepting reasonable wear and tear, or fire and other casualty loss.
- q. Fiscal Funding: If the effective dates of any contract which should be entered into as a result of this ITN extend beyond the current state or federal fiscal year, contract continuation will be conditional upon the receipt of federal and/or state funds.
- r. In the event of a change in the funding from state/federal sources, the SFA reserves the right to cancel the contract in total or take any other action as necessary to effectuate the best interests of the SFA.
- s. The FSMC shall comply with all applicable standards, orders, regulations or requirements, including but not limited to:
 - The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. 1532);
 - Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. 3018); and
 - Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. 3018). Energy Policy and Conservation Act (42 U.S.C. section 6201 et seq.);
 - Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. 5);

- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
 - Title VI of the Civil Rights Act of 1964; USDA regulations implementing Title IX of the Education Amendments of 1972;
 - Section 504 of the Rehabilitation Act of 1973;
 - the Age Discrimination Act of 1975; 7C.F.R. Parts 15, 15a, and 15b; FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities; the provisions of 7 U.S.C. section 2209d; and any additions or amendments to such laws and regulations.
- t. The FSMC shall not offer any inducement or incentive for consideration to any SFA employee or official. Any employee or any official of the SFA, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the SFA shall be deemed guilty of a felony and upon conviction, such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.
- u. The FSMC shall comply with the provisions of the Consumer Product Safety Act.
- v. 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 with the exception of those specifically authorized by this solicitation.

2.6.13 Licenses, Certifications and Taxes

- a. The FSMC shall obtain and maintain throughout the entire contract period and all subsequent renewals, all applicable licenses, permits, and health certifications required by federal, state, and local law.
- b. 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 shall maintain this health certification for the duration of the contract, including any and all renewals.
- c. 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 Florida Statutes and Board of Education rules.

2.7 Familiarity with District and Additional Information

- a. Respondents should become familiar with any local conditions that may, in any manner, affect the Services required. The Respondent(s) is/are required to carefully examine the ITN terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the Services to be performed under the Contract. No additional allowance will be made due to lack of knowledge of these conditions.
- b. Submission of a proposal shall constitute acknowledgement by the Respondent that he or she is familiar with all specifications and conditions provided in this ITN and that the proposal is made in accordance with the provisions of such specifications and conditions. The Respondent's failure to

familiarize itself with the sites shall in no way relieve it from any obligations with respect to the proposal.

- c. The respondent further agrees to deliver services that meet or exceed these provisions and specifications if awarded the contract.

2.8 Negotiated Items

- a. Any item not outlined in the Scope of Services may be subject to negotiations between the District and the successful Respondent.
- b. After award of this Reply the District reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- c. At contract renewal time(s) or in the event of significant industry wide market changes, the District may negotiate justified adjustments such as price, terms, etc., to this contract if the District, in its sole judgment, considers such adjustments to be in the best interest of the District.

2.9 Performance Guarantees

FSMC shall comply with the Performance Guarantees as specified in Exhibit Q.

2.10 Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Successful Respondent(s) performance under the Contract and in determining compliance with Contract terms and conditions.

- a. On-site reviews of work performed;
- b. Documentation/review of timely Reply to work requests;
- c. Documentation/review of timely completion of work as assigned; and
- d. Documentation/review of invoices

The Contract Manager will provide a written monitoring report to the Successful Respondent within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Successful Respondent(s) the opportunity for correction, where feasible.

Within ten calendar days of receipt of the District's written monitoring report, the Successful Respondent shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in Reply to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Successful Respondent. CAPs that do not contain all the information required shall be rejected by the Contract Manager in writing. The Successful Respondent shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$100 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based on the submitted CAP.

Any Contractor that has documented non-compliance issues without resolution one or more times may have their contract cancelled due to non-performance. Contract cancellation will be at the sole discretion of the District.

[The remainder of this page is purposefully blank]

SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Reply Submittals

Replies are to be organized in TABs as directed below. Respondents shall include all the requested information in each TAB, or their Reply may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the District's Evaluation Team.

a. TAB A: Respondents Profile and Submittal Letter – (50 Points Available)

1. Submittal Letter

A cover letter on the Respondent's letterhead with contact information and the name and signature of the representative of the responding organization authorized to legally obligate the Respondent to provide the services requested. If the Respondent is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Respondent agrees to provide the services as described in their Reply and the ITN.

2. Executive Summary

Submit a brief executive summary stating the Respondent's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the ITN including:

- a. A brief history of the business;
- b. Organizational structure of the business;
- c. Designation of the legal entity by which the business operates, i.e. sole proprietorship, LLC, corporation;
- d. Ownership interests;
- e. Active business venues (counties, states, etc.);
- f. Present status and projected direction of business;
- g. Provide a copy of the appropriate Business Tax Receipt for the jurisdiction in which the permanent business location resides. If the jurisdiction in which the business resides does not issue a Business Tax Receipt indicate such.
- h. Provide evidence of required insurance coverage as specified in Section 4.7, and
- i. Federal Employer Identification Number (FEIN) of the firm.

3. Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Reply Opening.

b. TAB B: Prior Work Experience (75 Points Available)

1. Narrative/Record of Past Experience

2. Evaluation will be on the basis of the firm's contractual experience with the National School Lunch/Breakfast Program with emphasis on districts of 25,000 students or larger. However, only experience within the last ten years will be considered for the purpose of evaluation. Additionally, respondents should list any contracts that have terminated early or not renewed in the last five (5) years and the reason for early termination or non-renewal.
 - a. Evaluation will be on the basis of the firm's contractual experience with the National School Lunch/Breakfast Program with emphasis on districts of 25,000 students or larger. However, only experience within the last ten years will be considered for the purpose of evaluation. Additionally, respondents should list any contracts that have terminated early or not renewed in the last five (5) years and the reason for early termination or non-renewal.
 - b. Evaluation will be based on past and current company and/or employee experience in the operation of a central warehouse and kitchen facility serving multiple locations similar to LCS. The proposal must demonstrate the past success and current experience with staff positions. This portion of the criteria should clearly identify successes with process development, product logistics, development and management of a relevant Hazard Analysis and Critical Control Points (HACCP), product consistency and quality, productivity and work force efficiency.
 - (i) A description of experience providing services similar in nature to the services sought in this ITN;
 - (ii) The specific length of time the Respondent has provided similar services, and where services were provided;
 - (iii) A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
 - (iv) A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and
 - (v) A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.
 - (vi) Respondents shall identify any suspension, revocation, or review of the Respondent's licensure in the last five (5) years. Respondents shall also disclose any bankruptcies, judgments, or liens within the last five (5) years.
 - (vii) Respondents shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract

customer that the Respondent was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

c. TAB C Product Identifications and Nutrition Analysis (50 Points Available)

Evaluation will be on the basis of conformance to the Financials as proposed in this ITN, the appropriateness for the school meal program and the level of comprehensiveness of the analysis. At a minimum, the following information shall be included – serving size, serving per container, calories per serving, total fat with saturated fat breakdown, sodium, total carbohydrate including a breakdown for dietary fiber and sugars and protein. A copy of the Nutrition Facts label would be an adequate response for each product. These may be provided on separate USB flash drives, if necessary.

d. TAB D Financial Information (50 Points Available)

Provide audited financial statements for the company (in U.S. Dollars) for the last two (2) fiscal years of operation. Audited financial statements shall include for each year: a balance sheet; a statement of cash flow; financial statement; the independent auditor's opinion letter; the notes to the income statement.

The financial information provided will be reviewed to determine the RESPONDENT's overall financial health. An assessment of working capital will also be performed to determine the RESPONDENT's ability to finance the necessary capital purchases for performance of the contract.

e. TAB E Marketing Plan / Training / Transition Plan (75 Points Available)

Evaluation will be on the basis of plan adequacy, ability to provide smooth transition between school years, innovation and progress monitoring/assessment methodology. Respondents should include as a part of their narrative for this section the plan for providing improved nutritional quality in meals served to students and the discouragement or limitation of access to unhealthy options. Additionally, respondents should describe the efforts that will be undertaken to maximize the efforts to include in the food service program foods that are locally grown or raised. Finally, respondents should describe the planned efforts to work with local LCS sponsored childhood health experts in efforts to improve the nutritional quality of school-based meals. Respondents provide an organizational chart for local administrative and office employees as part of their proposals. The staffing proposed and submitted as part of the proposal shall be maintained during the duration of the contract.

f. TAB F Experience of Proposed On-Site Staff and Quality of School Staffing Plan (75 Points Available)

Evaluation will be on the basis of personnel experience with the National School Lunch/Breakfast Program. Only experience within the last ten years will be considered for the purpose of evaluation.

g. TAB G Start-up, Mobilization and Ongoing Plan (75 Points Available)

Evaluation will be on the strength of the FSMC's workforce, plan feasibility and addressing of issues presented to the FSMC.

h. Tab H: References (50 Points Available)

Respondents shall provide at least three (3), but not more than five (5), references from commercial or governmental agencies for whom the Respondent has provided services of the same nature as those sought by the District. References should reflect current or recent experience and must support the experience requirements of this ITN. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this ITN.

The District reserves the right to contact reference sources listed or previous clients not listed in the Respondent's Reply.

i. TAB I: Required Forms

Respondents shall complete the following forms:

1. The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
2. Completed Application for Vendor Status*, and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
3. Attachment III, Notice of Conflict of Interest
4. Attachment IV, Respondent's Contact Information
5. Attachment V, Respondent's Reference Form
6. Attachment VI, Subcontracting Form (if applicable)
7. Attachment VII, Drug-Free Workplace Certification (if applicable)
8. Attachment VIII, Certification Regarding Debarment
9. Attachment IX, Certification Regarding Lobbying
10. Attachment X, Vendor Affidavit Regarding the Use of Coercion for Labor and Services

***Please note if the Vendor is already registered with the District, it does not need to submit another application.**

3.2 Contents and Format of Cost Reply Submittals

Each Respondent shall complete and submit Attachment I, Cost Reply, indicating pricing for the Contract's initial and renewal terms. The Cost Reply shall NOT be included in the Respondent's Technical Reply. The Cost Replies shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Respondent's Technical Replies; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent's Reply, actual pricing shall only be included in the Cost Reply. The inclusion of price information in the Technical Reply may result in finding the Reply non-responsive. Cost points will be awarded based on Attachment I, as

described in Section 3.3 of this ITN. The District may request that Respondents submit alternate pricing models during the Negotiation Phase of the ITN process.

- a. **Fixed Price Allowable Charge Per Meal (Ninety (90) Points Available)** - The firm submitting the lowest fixed price per meal will receive all available points for this category. All other respondents will receive points proportionate to the lowest price response. **The Fixed Price Allowable Charge Per Meal shall be based on 3,215,507 meal equivalents served, for bid purposes only.**
- b. **Guaranteed Return (Ten (10) Points Available)** - FSMC agrees to pay the difference if the actual financial return falls short of the guaranteed amount.

3.3 Reply Evaluation and Negotiation Process

The ITN process is used to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Respondents with which the District may negotiate to receive the best value.

This process involves two (2) phases; the Evaluation Phase and the Negotiation Phase. After Replies are received, responsive Replies will be reviewed using the Evaluation Criteria by an Evaluation Team designated by the District. Cost Replies will be evaluated by the LCS Procurement Officer. Scores will be combined, establishing the Respondent's overall score (including the Technical and Cost Score). The overall scores will be reviewed to establish a competitive range of Replies reasonably susceptible of an award. The District, at its sole discretion, will determine which of those Respondents, if any, with which to proceed to the Negotiation Phase. After negotiations are conducted, the Board will award the contract to the Responsible Respondent who it determines will provide the best value to the Board, based on the Selection Criteria in this ITN.

a. Evaluation Phase Methodology

The designated Evaluation Team members will individually and independently review each Reply and evaluate each Reply on each of the following Technical Evaluation sections per the established criteria.

Technical Evaluation Section	Available Points (scored by Evaluators)	Weight	Weighted Available Points
Tab A	1-5	10%	50
Tab B	1-5	15%	75
Tab C	1-5	10%	50
Tab D	1-5	10%	50
Tab E	1-5	15%	75
Tab F	1-5	15%	75
Tab G	1-5	15%	75
Tab H	1-5	10%	50
TOTAL		100%	500
Scored by Procurement Officer			
Cost Reply			100

Evaluation Team members will assign a score of 1–5 (using **no fractions or decimals**) to each Technical Evaluation Section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate). The table below provides scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
Poor	Reply fails to address the component or it does not describe any experience related to the component; OR Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1
Marginal	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Respondent's response or proposed offering; OR Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential respects for the specific criteria.	2
Adequate	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the District's needs for specific criteria.	3
Good	Reply more than adequately meets the minimum requirements, specification, or provision of the specific criteria, and exceeds those requirements in some respects for the specific criteria.	4
Excellent	Reply fully meets all requirements and exceeds several requirements, and exceeds the minimum requirements.	5

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Respondent's Reply, their Technical Reply scores from all Evaluation Team members will be averaged to obtain the Respondent's weighted Final Technical Evaluation Score. The District will combine the Respondent's Final Technical Reply Score and the Respondent's Final Cost Reply Score to determine the Respondent's Final Evaluation Score.

The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second-highest = 2, etc.). The ranking of Replies will be used to establish a competitive range to determine which Respondents may be invited to participate in the Negotiation Phase. At the District's determination, Responsive Respondent(s) will be invited to the Negotiation Phase based on their Final Evaluation Scores. Respondents are cautioned to propose the best possible offers in their initial Replies, as failing to do so may result in the Respondent not being selected to proceed to the Negotiation Phase.

b. Negotiation Phase Methodology

The District reserves the right to negotiate with any or all responsive and responsible Respondents, consecutively or concurrently, to determine the best value for a recommendation of award. During the Negotiation Phase, the District reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiation sessions with any or all Responsive Respondents.
2. Require any or all Responsive Respondents to provide additional revised or final written Replies addressing specified topics.
3. Require any or all Responsive Respondents to provide a written Best and Final Offer (BAFO).
4. Require any or all Responsive Respondents to address services, prices, or conditions offered by any other vendor.
5. Pursue a Contract with one or more Responsive Respondents for the services sought in this ITN and any addenda thereto, and request additional, revised, or final BAFOs.
6. Pursue the division of Contracts between Responsive Respondents by service type.
7. Arrive at an agreement with any Responsive Respondent, finalize principal Contract terms with such Respondent, and terminate negotiations with any or all other Respondents.
8. Decline to conduct further negotiations with any Respondent.
9. Re-open negotiations with any Respondent.
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation when necessary and consistent with the terms of this solicitation.
11. Review and rely on relevant information contained in the Replies received from any Respondent.
12. Review and rely on relevant portions of the evaluations conducted.
13. Reject any and all Replies if the District determines such action is in the best interest of the District.
14. Negotiate simultaneously or separately with competing Respondents.
15. Accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the interested entities offering such portions.
16. Utilize subject matter experts, subject matter advisors, and multi-governmental entities advisors to assist the Negotiation Team.
17. Visit a site where the Respondent is currently providing goods or services, with or without inviting the Respondent to participate.

The District has sole discretion in deciding whether and when to take any of the foregoing actions, the scope, and manner of such actions, the Responsive Respondent(s) affected, and whether to provide concurrent public notice of such decision(s).

Before award, the District reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for proper evaluation of Replies. Respondents that proceed to negotiations will be required to make a presentation/demonstration and may be required to provide additional references, an opportunity for a site visit, etc. The District reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, and copies of all visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

As part of the negotiation process, the District will review references as described, and assess the extent of success of the projects associated with those references. The District also reserves the right to contact references provided, or not provided by the Respondent. Respondents may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Respondent.

In the Negotiation Phase, the Respondent's negotiators will meet with the District's designated Negotiation Team to negotiate rates/pricing/costs and Contract terms and conditions, as applicable to the services being procured through this ITN. The focus of the negotiations will be on achieving the solution that provides the best value to the District, based upon the Selection Criteria listed below, and satisfies the District's primary goals as identified in Section 2.5 of this ITN.

By submitting a Reply, a Respondent agrees to be bound to the terms of Section 4 – Contract Terms and Conditions. Respondents should assume these terms will apply during the Contract term, but the District reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the District determines that it provides the best value to the District or its Members.

c. Selection Criteria:

1. The Respondent's articulation of its overall approach to providing the requested services;
2. The innovation of the Respondent's approach to providing the services;
3. The Respondent's articulation of its innovative solution and its ability to implement and execute that solution to meet the goals and objectives of this ITN;
4. The Respondent's demonstrated ability to provide comprehensive quality services cost-effectively and affordably;
5. The Respondent's experience in providing the services being procured and the maturity of its solution and offering;
6. How the Respondent's approach satisfies the goals identified herein; and
7. The value of the Respondent's proposed rates/pricing and any offered Value-Added Services.

d. Final Selection and Notice of Intent to Award

After the Negotiation Phase, the District will issue a written Request for Best and Final Offer(s) (RBAFO) to one or more of the Respondents with which negotiations were held.

At a minimum, based upon the negotiation process, BAFOs must contain:

1. A revised Description of Solution;
2. All negotiated terms and conditions; and
3. A final Cost Reply.

Each BAFO will be submitted to the District for review by the Negotiation Team. Thereafter, the Negotiation Team will meet in a public forum to determine which Offer constitutes the best value to the District, based upon the Selection Criteria. The District's Negotiation Team will then develop a recommendation of an award that will provide the best value. In so doing, the Negotiation Team is not required to score any Respondent's BAFO but will base their recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation phase,

and the Negotiation Team will not be bound by any Evaluation Phase Scores. The Procurement Officer will prepare a report to the Leon County School Board regarding the recommendation of the Negotiation Team.

The District does not anticipate re-opening negotiations after receiving BAFOs but reserves the right to do so if it is in the best interest of the District.

The Notice of Recommended Award shall be publicly posted and the Negotiation Team will send its recommendation to the Board. The Board will make the final award decision based on the Selection Criteria, taking into consideration the award recommended by the Negotiation Team.

3.4 Advertising Notice of Board Decision

A Contract may be awarded to the Responsive and Responsible Vendor(s) who receive the highest Final Score, considering price and other requirements as set forth in Section 3.3. The District reserves the right to award one (1) or more Contracts, in whole or in part, for the services sought in this ITN. The District reserves the right to accept or reject any and all offers or separable portions and to waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the best interest of the Board.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Replies, or to cancel/withdraw the ITN.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

3.5 No Prior Involvement and Conflicts of Interest

Any Respondent who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity is ineligible to participate in this solicitation.

Additionally, no Respondent shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do or perform for, or on behalf of, any officer, agent, or employee of the Respondent. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Board. The Respondent shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

3.6 Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution very seriously. If the Respondent considers any portion of the documents, data, or records submitted in Reply to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Respondent must also simultaneously provide the District with a separate redacted copy of its Reply and briefly describe

in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Respondent on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Respondent submits its Reply to the solicitation and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its Reply, the District is authorized to produce the entire documents, data, or records submitted by the Respondent in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in Reply to this solicitation.

[The remainder of this page is purposefully blank]

SECTION 4: Contract Terms and Conditions

4.1 Contract Modifications

During the term of the Contract, the District may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation. The Contractor may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require a formal contract amendment. The District shall provide written notice to the Bidder 30 days before any Department-required changes to the technical specifications and/or scope of service that affect the Bidder's ability to provide the service as specified herein. Other than purely administrative changes, any changes will require a written change order or formal Contract amendment.

The District will authorize additional services on an individual basis. The District would jointly determine a "not to exceed" price for each additional project using the contractually established hourly rates with the Contractor.

4.2 Use by Other Public Agencies

Pursuant to their own governing laws and subject to the Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined conducting our own solicitation is in our best interest.

4.3 Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Bidders due to this ITB or Contract.

4.4 E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

4.5 Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITB. Anticipated subcontract agreements known

at the time of Bid submission must be identified in the submitted Bid using Attachment VI, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to the subcontractor shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.6 Background Screening Requirements/Jessica Lunsford Act

Florida Statutes contain certain fingerprinting and screening requirements pertaining to all persons or entities entering into contracts with Schools, School Boards, School Districts, and Charter Schools who may have personnel who will be on school grounds when students may be present. All contractor staff must successfully pass a Level 2 background screening. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract.

The Contractor shall bear all costs associated with background screening.

District Contact

Donald Kimbler

Safety & Security

Phone: (850) 487-7293

Email: kimblerd@leonschools.net

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

4.7 Insurance Requirements

Each respondent will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability (b) professional (c) automobile (d) workers' compensation and (e) cyber liability in the below amounts required by the Risk Management Department and Purchasing Department of the School District of Leon County, Florida. The bidder will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage and annually upon renewal thereafter.

The Bidder agrees that the School Board will make no payments pursuant to the terms of this Contract Agreement until all required proof of evidence of insurance have been provided to the School Board. The bidder agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. The

School Board shall be named as an additional insured on the General and Automobile Liability Insurance as evidenced by the endorsement. The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Bidder and/or subcontractor providing such insurance. The School Board must be notified at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

4.7.1 Commercial General Liability: Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.

4.7.2 Professional Liability Insurance: The professional liability insurance shall provide protection from negligent act, errors, and omissions of the Contractor from and in connection with the performance of work under the Contract Agreement. The policy shall provide coverage for the negligent acts or omissions of the Contractor in a minimum amount of \$1,000,000.00 per claim. The policy shall contain a maximum deductible of \$25,000.00 per claim.

4.7.3 Automobile Liability Insurance: The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.

4.7.4 Workers' Compensation Insurance: The workers' compensation insurance will be maintained as required by applicable Florida law, to include Employer's Liability of \$1,000,000.00 per accident bodily injury, \$1,000,000.00 bodily injury (disease) per employee and \$1,000,000.00 bodily injury (disease) policy limit. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board.

4.7.4.1 Requirements for the Contractor that qualifies for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

- i. Incorporated or unincorporated firms with fewer than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.
- ii. Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.
- iii. The Bidder shall carry Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. In addition, the bidder shall either cover any and all subconsultants, separate consultants, and subcontractors on its policies or make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors shall maintain the insurance coverages outlined

above and must incorporate all of the provisions of this Section, Insurance Requirements into all subcontracts.

4.7.5 Cyber Liability Insurance: Coverage must be afforded in an amount not less than \$5,000,000 per claim for negligent retention of data as well as notification and related costs for actual Information Security Incidents.

4.7.5.1 Information Security Incident Response. In the event that Contractor becomes aware of an Information Security Incident, Contractor shall:

- i. Promptly notify School District, in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;
- ii. Investigate such Information Security Incident and conduct an analysis of the cause(s) of such Information Security Incident;
- iii. Provide periodic updates of any ongoing investigation to School District;
- iv. Develop and implement an appropriate plan to remediate the cause of such Information Security Incident, to the extent that such cause is within Contractor's or any of its affiliates or subcontractor's control;
- v. Provide:
 - a. Notification to potentially affected persons;
 - b. Credit monitoring services;
 - c. Identification protection services;
 - d. Establish and operate a call center;
 - e. Notification to any and all regulatory authorities; and
 - f. Other functions, services, or penalties as may be required by law.
- vi. Should it be determined that such Information Security Incident was the responsibility of School District, School District shall reimburse Contractor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident.

4.7.5.2 Both Contractor and School District shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all School District Data in Contractor or any of its affiliates or subcontractor's control.

4.7.5.3 Contractor will defend, indemnify, and hold harmless School District and School District's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.

4.8 Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate,

and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Bidder. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District and may not be copied or removed by any employee of the Contractor without express written permission of the District.

The Contractor, without exception, shall indemnify and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.9 Independent Contractor Status

The Awarded contractor shall be considered an independent Contractor in the performance of its duties and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

4.10 Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

4.11 Assignment

The Contractor shall not assign its responsibilities or interests to another party without the District's prior written approval. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida upon giving written notice to the Contractor.

4.12 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.13 Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.14 Reservation of Rights

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees and of the general public which is served by the Board, either directly or indirectly, through these services.

The District reserves the right, subsequent to contract award, to negotiate a firm price per meal for all Special Food Service Functions, such as banquets, luncheons, breakfasts, kindergarten snacks, USDA summer programs and after-school program snacks not sponsored by the SFA, etc., and will not be used in computing meal equivalents. Written estimates must substantiate the food, labor and costs associated with special functions provided by the FSMC.

4.15 Americans with Disabilities Act

The Bidder shall comply with the Americans with Disabilities Act (ADA). In the event of the Bidder's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further contracts.

4.16 Employment of District Personnel

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

4.17 Legal Requirements

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in Reply to this ITB and shall govern any and all claims and disputes which may arise between a person(s) submitting a Bid hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the awarded Contract on account of race, color, sex, religion, age, handicap, marital

status, national origin, citizenship status, creed, religious affiliation, sexual orientation, gender, gender identity, disability, veteran status, or any other protected status under applicable law. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of the awarded Contract.

Respondents affirm by submitting their respective proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4.18 Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida.

4.19 Default

If the awarded Bidder should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law or in equity.

4.20 Termination

The Director of Purchasing, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Solicitation when such action is in the best interest of the Board. If Contract/Purchase Order(s) is so canceled, the Board shall be liable only for payment for services rendered or commodities received prior to the effective date of cancellation. The Board is not liable for Contractor's anticipated profits.

4.20.1 Termination for Convenience

The Contract may be terminated by the District upon no less than 30 calendar days' notice. The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Contract; it being understood that the District's payments to the Contractor forms the consideration for the District's termination for convenience not being available to Contractor. In the event of the District's termination of the Contract, the District (in its sole election) may also require the Contractor to provide the transition assistance.

4.20.2 Termination for Cause

Performance issues will be handled per Section 2.10 of the ITB. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor.

4.20.3 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

4.20.4 Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. The District shall be the final authority as to the availability of funds.

4.20.5 Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

4.21 Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Board's custodian of public records at:
Records Management Liaison Officer: Julie Jernigan**

Telephone: (850) 487-7363 / **Email:** julie.jernigan@leonschools.net

Physical/Mailing Address: 520 South Appleyard Drive, Tallahassee, FL 32304

4.22 Indemnification

The Contractor, and any Subcontractors, shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.23 No Waiver of Sovereign Immunity

Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

4.24 Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Divisional Director of Business Services or designee. The District's Divisional Director of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

4.25 Federal Terms and Conditions

For any solicitation that involves, receives, or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract, and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, Contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This applies to all construction contracts that meet the "federally assisted construction contract" definition in 41 CFR Part 60-1.3.
- b. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, Contractors, and sub-contractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR

part 5). This applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.

- e. Access to Records (2 CFR Part 200.336): All vendors, Contractors, and subcontractors shall give access to the District, the appropriate Federal agency, the Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.
- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This applies to Federal awards meeting the “funding agreement” definition under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, Contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts, and subgrants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, Contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
 - 1. The prospective lower tier participant certifies, by submission and signature of this Bid, that neither it nor its principals, its agents, or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to vary at or above \$100,000.
 - 1. The Contractor certifies, by submission and signature of their Bid, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - 2. Where funds other than Federally appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.

- k. Procurement of Recovered Materials (2 CFR §200.322): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. Domestic Preferences for Procurements (§ 200.322):
 - 1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
 - 2. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminium; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- m. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (§ 200.216)
 - 1. Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or;
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services are provided by such entities or using such equipment.

- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- n. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient.

4.26 Anti-Discrimination

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

4.27 Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S., “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.” The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal Vendor, agent, or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

4.28 Public Entity Crime & Convicted Vendor List

Per the provisions of 287.133 (2)(a), F.S., “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, Bid or reply on a contract to provide any goods or services to a public entity, may not submit a Bid, Bid or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids, Bids or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from

participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

4.29 Scrutinized Companies Certification

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Bidder certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Bidder agrees the Board may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Bid for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

4.30 Contracting with Entities of Foreign Countries

By signing this Contract, the Contractor certifies they are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern Per Section 287.138, F.S.

4.31 Vendor Interests

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Respondent be expected to provide documentation of its social, political, or ideological interests or those of its employees.

(The Remainder of the Page is Purposefully Blank)

SECTION 5: Definitions

In this ITN, the following words and expressions have the definitions below unless the context otherwise clearly leads to a different interpretation.

Addenda	Written documents issued by the SFA prior to the opening of proposals, which modify the ITN document by additions, deletions, clarifications or corrections.
After School Meal Program (AMP)	The After School Meal Program is a sub-component of the Child Care Feeding Program (CCFP). The AMP provides reimbursement for nutritious snacks and/or suppers served to children participating in eligible afterschool programs located in low-income areas.
Bid Award	The awarding of a contract to a successful respondent signifying the acceptance of the proposal.
Board	The elected governing body of the School Food Authority (SFA). The Board will provide final approval or disapproval to the Superintendent's recommendation for award of contract.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and District-observed holidays.
Capitalized Equipment	Any item with a per-unit purchase price of \$1,000 or more.
CFR	Code of Federal Regulations
Child Care Food Program (CCFP)	Provides snacks or meals to eligible students in after school feeding programs. CCFP is authorized at section 17 of the National School Lunch Act (42 U.S.C. 1766). Program regulations are issued by the U.S. Department of Agriculture (USDA) under 7 CFR Part 226.
Child Nutrition (CN) Label	The indicator that the product conforms to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal requirements.
Commodities (now called "USDA Foods")	Predominantly bulk foods donated or made available for donation to eligible recipient agencies by USDA.
Community Eligibility Provision (CEP)	An alternative to the traditional National School Lunch Program (NSLP) in that it allows schools with high numbers of low-income children to serve free breakfast and free lunch to all students without collecting school meal applications. Instead of processing school meal applications to determine individual student eligibility, the eligibility of the school is calculated by the number of students directly certified receiving Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) or other outside agency benefits in comparison to the enrollment. The CEP program is designed to feed more kids at high need schools by allowing universal free meals for all kids at any school that qualifies. At the start of SY 25-26, 36 school sites were approved for this program, however, annual review of this program and adjustments may need to be made to ensure the fiscal integrity of the district's meal programs.
Contract	The formal agreement between the SFA and the successful respondent to this ITN. The ITN and the FSMC's proposal in response to the ITN are part of the contract documents. The contract term shall be limited to no more than one year, with the effective beginning

	and ending dates stated in the contract. The beginning date shall not be prior to the date the contract is signed. Additionally, if renewals will be permitted, the contract must also state the date by which the renewal must be executed by both the SFA and FSMC. No more than four one-year renewals are allowable and the contract cannot contain automatic renewal provisions. The renewal date must occur on or prior to the expiration date of the current contract. Any provisions, including adjustments to payments that will be used for renewing contracts shall be stated in the contract. These provisions cannot result in substantive changes to the original contract. If the SFA determines that significant substantive changes are necessary, the SFA must resolicit the contract. The following provisions would normally not substantially change the contract: a. Changes in Number of Schools - new schools added or existing schools closed; b. Changes in Enrollment - decreases or increases in student enrollment and the corresponding change expected in participation; c. Changes in Price - meal price changes (determined by the SFA); d. Cost Increases - cost increases limited to a measurable index in accordance with the escalation procedure; and e. Meal Equivalency - minor adjustments to the per meal equivalency.
Contract Manager	The District representative, or their designee, whose responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
Department	Florida Department of Agriculture and Consumer Services (FDACS).
District/Board (LCSB)	Leon County School District, with the Leon County School Board serving as the Governing Board and contracting entity.
Expendable Equipment	Any item with a useful life of more than one meal service and with a purchase value per unit of less than \$1,000.
Fixtures	Goods which have become so related to the real estate that an interest in them arises under real estate law (examples: include but are not limited to: counters, islands, stoves, ovens, sinks, service stations which cannot be removed without damaging the floor, etc).
FNS	Food and Nutrition Service of the United States Department of Agriculture (USDA).
Food Service Director	The point of contact and approval for all parts of the agreement between the District and the Food Service Management Company.
Food Service Management Company (FSMC)	The company to whom the contract is awarded as a result of this ITN.
Fresh Fruit and Vegetable Program (FFVP)	USDA program that provides funding for the distribution of free fresh fruits and vegetables to students in selected elementary schools with high rates of free- and reduced-price meal enrollment. It is intended to increase fruit and vegetable consumption among students in the nation's poorest elementary schools by providing free fresh fruits and vegetables to students outside of regular school meals.
FSMC's Responsibility	The full measure of products and/or services required of the FSMC under the contract. The FSMC shall be fully acquainted with conditions, facilities and expectations of the SFA relating to the scope and restrictions attendant to the successful execution of the contract. Failure of the FSMC to fully research all aspects of the contract, or any acts of omission, or failure to fully inspect all facilities, or failure to perform due diligence with

	respect to any aspects of the contract shall in no way relieve the FSMC from financial obligations or contractual performance.
HAACP	Hazard Analysis and Critical Control Points.
HHFKA	Healthy Hunger-Free Kids Act of 2010.
In-Kind Meals	Meals provided without charge. In-kind meals will NOT be provided to teachers, aides, maintenance workers, secretaries, principals, custodians and/or visitors.
Mandatory Responsiveness Requirements	Terms, conditions, and requirements that must be met by the Respondent to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Respondent over other Respondents, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
Meal Equivalent	The meal equivalent formula shall be as follows: - One student or 1 paid adult lunch/supper = 1 meal equivalent - Two student or 2 paid adult breakfasts = 1 meal equivalent - Four student snacks = 1 meal equivalent - A la carte food sales are converted to meal equivalents by dividing the total dollars of a la carte sales by the federal free reimbursement rate, plus the value of USDA Foods.
Meal Pattern	Will conform to the requirement of the Healthy, Hunger Free Kids Act of 2010.
Minor Irregularity	A variation from the requirements herein that does not give the Respondent a substantial competitive advantage or benefit not enjoyed by other Respondents and does not adversely impact the interests of the District.
National School Lunch Program (NSLP)	The program under which participating schools operate a nonprofit lunch program in accordance with 7 CFR Part 210.
NFPA 96	The Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations. NFPA 96 provides preventive and operative fire safety requirements intended to reduce the potential fire hazard of both public and private commercial cooking operations.
No Cost Replacement Meal	A lower cost entree and a juice mutually agreed between the district and the FSMC that is provided to a student who has no lunch money. The FSMC will be compensated \$1.50 for each no cost replacement meal served. This replacement amount shall remain the same for the life of the contract.
Nutritional Analysis	An analysis of proposed menus to assure compliance with the meal pattern and nutritional standard requirements as eligible to receive performance-based cash assistance for each reimbursable lunch served. NOTICE TO RESPONDENTS: Proposals shall include a nutritional analysis for each menu planned for all programs operated. Nutritional analyses must be available for all program meals planned and served daily during the contract period(s).
Nutrition Service Central Kitchen (CK)	District owned central kitchen facility and offices located at 3397 W. Tharpe Street, Tallahassee, FL 32304.

OMB Circular A-102	Was the official Federal regulation governing procurement activities of state and local grantees of Federal funds, including local food service operators receiving Federal funds issued by the USDA, Food and Nutrition Service. NOTE: This Circular has generally been replaced by 7 CFR Part 3016 (For Public Sponsors) and 7 CFR Part 3019 (For Private Sponsors) as of April 1, 2001 in Florida.
On-site	The physical location of food preparation facilities of the District and the Administration Building of the District.
Product Identification	A product description and not a product specification. Product identifications are limited to requirements that can be verified on delivery or to information essential for communication between the FSMC and the SFA. Product identifications must be supplied with proposals for all items without CN labels to ensure quantity and quality.
Property Transfer Form	Form used to track the movement of all District equipment from one location or cost center to another. Movement of equipment is initiated when the requesting school principal or department head identifies the equipment or supplies to be removed from their location or transferred to another school or department.
Respondent	A legally qualified corporation, partnership, or other business entity that submits a Reply to the District in Reply to this ITN. This term differs from suppliers, which refers to the marketplace at large.
Responsible Respondent	A Respondent who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Reply	A Reply submitted by a Responsible Respondent, which conforms to all material aspects of this ITN.
School Breakfast Program (SBP)	The program authorized by Section 4 of the Child Nutrition Act of 1966.
School Food Authority (SFA)	The District.
Special Food Service Functions	Events whereby food services are requested by the SFA and are provided at a firm price mutually agreeable to the FSMC and SFA. The FSMC and the SFA shall agree as to what portion of this cost is to be reimbursed to the FSMC and what portion will be paid directly by the SFA. All costs related to Special Food Service Functions shall be clearly identifiable on a separate monthly billing and shall not be considered when determining the number of meal equivalents for which the FSMC will be paid a fixed price per meal. No USDA Foods may be used for such functions. In addition, no food, labor, or supplies appropriated for the daily food service programs may be used for such functions.
Special Milk Program (SMP)	A federally funded program that offers cash assistance to schools and non-profit child care institutions that do not participate in other federal child nutrition programs or participate in the National School Lunch Program (NSLP) or the School Breakfast Program (SBP) that have half-day pre-kindergarten and kindergarten programs where those children do not have access to school meal programs.
Subcontract	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Contractor's behalf under the Contract. The Successful Respondent is not relieved of its duties under the Contract when it enters a Subcontract.

Successful Respondent(s) or Contractor	The Respondent(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITN.
Staff Meals	Food items consumed by SFA food service staff who are directly responsible for any portion of the food service program.
State Agency (SA)	The Florida Department of Agriculture and Consumer Services (FDACS). The National School Lunch, School Breakfast, Summer Feeding Program and the After School Snack Program are administered for the state through the SA.
Summer Food Service Program (SFSP)	A federally funded program that reimburses agencies for providing nutritious meals to children 18 years of age and younger at selected school sites when school is not in session.
USDA	United States Department of Agriculture
USDA Rebates	Items produced from "Processing Contracts" using USDA Commodities, referred to hereinafter as USDA Foods. These items may cost less than purchased items and the savings shall be credited to the SFA. The FSMC must inform the SFA in advance to "further process" USDA Foods and inform the SFA of the cost estimates and benefits of this request.
USDC	United States Department of Commerce
Voluntary Pre-Kindergarten Education Program (VPK)	Provides free reading, writing and social skills education to children who turn 4 year of age by September.

Attachment I Cost Reply Form

ITN 108-2026 Non-Profit School Food Service – Food Service Management Company

Respondent shall offer all of the elements of this ITN and meet all service requirements and specifications listed within this ITN. The District requires full and total transparency in its vendor relationships. Therefore, any commission, service fee, or other form of remuneration paid to any agent, broker, lobbyist, or third party must be identified in the submission and throughout the term of the contract. The below Unit Price shall be inclusive of all costs.

The Fixed Price Allowable Charge Per Meal shall be based on 3,215,507 meal equivalents served, for bid purposes only. Renewal year pricing will be based on CPI Index for Food Away from Home as specified in Section 2.3.

Annual Guaranteed Return	\$ _____
--------------------------	----------

Term	Description	Unit Price
Initial Term (Year 1)	Unit Price Per Meal and/or Meal Equivalent (Prices shall be carried out to no more than 4 decimal places.)	\$ _____

Company Name	FEIN #
--------------	--------

Authorized Representative (Print)	Authorized Representative (Title)
-----------------------------------	-----------------------------------

Authorized Representative (Signature)	Date
---------------------------------------	------

Attachment II

Required Provisions Certifications

1. Business/Corporate Experience

This is to certify that the Respondent is:

- Duly licensed to conduct business in the State of Florida;
- The Respondent shall demonstrate experience operating school lunch programs in Districts of 25,000 students or larger.
- The Respondent shall demonstrate a minimum of five (5) years' experience providing services specified in this ITN.
- The Respondent shall demonstrate experience operating a central kitchen and warehouse facility.

2. Prime Vendor

This is to certify that the Successful Respondent will act as the Prime Contractor to the District for all services provided under the Contract(s).

3. Meets Legal Requirements

This is to certify that the Respondent's Reply and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. Financial Disclosure

This is to certify that the Respondent has disclosed in their Reply all suspensions, revocations, bankruptcies, judgments, or liens in the last five (5) years.

5. Federal Debarment

This is to certify that neither the Respondent nor its principles are currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

6. Conflict of Interest

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Respondent whatsoever.

7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or Contractor to submit or not to submit a Reply with regards to this ITN. Furthermore, this is to certify that the Reply contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other non-competitive Reply.

8. Statement of Non-Disclosure

This is to certify that none of the contents of this Reply have been disclosed before award, directly or indirectly, to any other Respondent or competitor.

9. Statement of Non-Collusion

This is to certify that the proposed costs in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Respondent or with any competitor, and not to restrict competition.

10. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Respondent certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Respondent agrees the District may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or Reply for a contract or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services of any amount must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Respondent and acknowledges and affirms the statements above.

STATE OF FLORIDA _____

COUNTY OF _____

Authorized Representative (Print)

Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (Vendor Name).

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ____ OR Produced Identification ____ Type of Identification _____

Attachment III Notice of Conflict of Interest

Respondents shall complete either Section 1 or Section 2

Solicitation Number: ITN 268-2025

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board

Section 1

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

Authorized Representative (Signature)

Authorized Representative (Print)

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Reply Opening.

Name	Title	Date of Filing

<i>Authorized Representative (Signature)</i>		<i>Authorized Representative (Print)</i>

Date

Attachment IV

Respondent Contact Information

The Respondent shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Respondent's representative shall be:	For contractual purposes, should the Respondent be awarded, the Respondent's representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip Code:		
Telephone:(Office)		
Telephone:(Cell)		
Email:		

Company Name

Authorized Representative Signature

FEIN#

Date

Authorized Representative (Printed)

Attachment V

Respondent's Reference Form

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government entities for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for the Respondent's Name.

Current or former employees of the District or current or former members of the Board may not be used for more than one reference.

References that are listed as subcontractors in the Reply will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

Additionally, the District reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.

Bidder's Reference Form

Reference #1

Bidder Name _____

Reference Company Name: _____

Address: _____

Contact Person _____

Contact Title _____

Contact Phone _____

Contact Email _____

Performance Period _____

Brief description of the services performed for this reference

Overall contract performance ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

Primary Reference Contact Signature

Date

Bidder's Reference Form

Reference #2

Bidder Name _____

Reference Company Name: _____

Address: _____

Contact Person _____

Contact Title _____

Contact Phone _____

Contact Email _____

Performance Period _____

Brief description of the services performed for this reference

Overall contract performance ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

Primary Reference Contact Signature

Date

Bidder's Reference Form

Reference #3

Bidder Name _____

Reference Company Name: _____

Address: _____

Contact Person _____

Contact Title _____

Contact Phone _____

Contact Email _____

Performance Period _____

Brief description of the services performed for this reference

Overall contract performance ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

Primary Reference Contact Signature

Date

Attachment VI Subcontracting Form

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the Contract, should the Respondent be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Respondent Name:

Type/Description of Goods or Service Subcontractor will provide:

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email address: _____

Currently Registered as a Small Business Enterprise (SBE) with Leon County Schools? Yes _____ No _____

Local Respondent per Board Policy 6450? Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

Attachment VII

Drug-Free Workplace Certification

The undersigned Respondent, in accordance with Section 287.087, F.S., hereby certifies that.

Company Name

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

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

Authorized Officer (Printed Name) _____

Authorized Officer (Signature) _____

Date _____

Attachment VIII

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

Lower Tier Covered Transactions

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

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

(Read instructions on page two before completing certification.)

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

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

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

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

Instructions for Certification

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

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

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

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

For: _____
Name of Grantee

Title of Grant Program

Disclosure of Lobbying Activities

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

1. Type of Federal Action

- ☐ a. Contract
☐ b. Grant
☐ c. Cooperative Agreements
☐ d. Loan
☐ e. Loan Agreement
☐ 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 changes

For a material change only:

Year: _____ Quarter: _____

Date of last report: _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee ☐ Tier (if known)

Name: _____

Street: _____

City/State/ Zip _____

Congressional District (if known) _____

**5. If Reporting Entity in No. 4 is a Subawardee,
Enter Name, and Address of the Prime**

Name: _____

Street: _____

City/State/ Zip _____

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

10. (b.) Individuals Performing Services

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 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 the Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award 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 the 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 the 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 Reply (ITN) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Reply control number assigned by the Federal agency). Included prefixes, e.g., "ITN-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 items 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 and print his/her name, title, and telephone number.

Attachment X**Vendor Affidavit Regarding the Use of Coercion for Labor and Services**

Vendor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Bay County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

EXHIBITS

Exhibit List

1. Exhibit A – Site List
2. Exhibit B – Sample 21-day Cycle Menu
3. Exhibit C – NSLP and SBP Meal Pattern
4. Exhibit D – 2025-2026 LCS School Calendar
5. Exhibit E – 2025-2026 LCS Meal Prices
6. Exhibit F – Student Eligibility Report
7. Exhibit G – NSLP Meal Claims by Site
8. Exhibit H – USDA Foods Report 2025-2026
9. Exhibit I – Index of Regulatory Citations Applicable to FSMC Contracts
10. Exhibit J – Sales Report By Item 2024-2025
11. Exhibit K – Coca Cola United Beverage
12. Exhibit L – USDA SmartSnacks in Schools
13. Exhibit M – FSMC Monitoring Tool
14. Exhibit N – Attrition Procedure
15. Exhibit O – LCS Staffing
16. Exhibit P – FSMC Sample Invoice
17. Exhibit Q – Performance Guarantee
18. Exhibit R – Current/Minimum Staffing
19. Exhibit S – Required Menu Types
20. Exhibit T – School Site Food Service Equipment

Exhibit A Site List

Site Number	Site Name	Site Street Address1	Site Zip	Grades Ages	Severe Needs	Lunch Collection Procedure 25/26	Breakfast Collection Procedure 25/26	Lunch 2025/2026	ASSP 2025/2026	FFVP 2025/2026	CCFP Supper	# Points of Sale	2024-2025 Free and Breakfast Reduce %	2024-2025 Breakfast Participation	2024-2025 Lunch Participation
0441	Apalachee Elementary School	650 TROJAN TRL	32311	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	No	Yes	2	61.50%	43.06%	76.95%
0401	Astoria Elementary School	2465 ATLAS RD	32303	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	No	Yes	1	77.45%	43.63%	83.10%
1181	Bond Elementary School	2204 SAXON ST	32310	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	Yes	Yes	2	82.55%	51.51%	83.42%
0521	Buck Lake Road Elementary School	1600 PEDRICK RD	32317	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	No	No	2	17.22%	14.75%	55.87%
1161	Canopy Oaks Elementary School	3250 POINT VIEW DR	32303	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	No	No	1	46.40%	24.42%	58.09%
0491	Chaires Elementary School	4774 CHAIRES CROSS RD	32317	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	No	No	2	45.22%	33.06%	72.20%
0032	Cobb Middle School	915 HILLCREST ave	32308	Grades: 6, 7, 8	Yes	CEP	CEP	Yes	No	No	No	1	47.95%	17.64%	37.97%
1202	Conley Elementary School	2400 ORANGE AVE E	32311	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	No	No	2	41.23%	25.56%	60.95%
0531	Deerlake Middle School	9902 DEERLAKE W	32312	Grades: 6, 7, 8	Yes	Prepay/Post-pay/Cash in Line	Prepay/Post-pay/Cash in Line	Yes	No	No	No	2	41.83%	3.86%	15.59%
0511	DeSoto Trail Elementary School	5200 TREDINGTON PARK DR	32309	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	No	No	2	15.60%	18.56%	55.24%
0451	Fairview Middle School	3415 ZILLAH ST	32305	Grades: 6, 7, 8	Yes	CEP	CEP	Yes	No	No	Yes	2	53.78%	22.19%	64.50%
0561	Fort Braden School	15100 BLOUNTSTOWN HWY	32310	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5, 6, 7, 8	Yes	CEP	CEP	Yes	No	No	No	2	63.86%	36.82%	79.86%
0381	Gilchrist Elementary School	1301 TIMBERLANE RD	32312	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	No	No	2	21.72%	16.97%	58.05%
0161	Godby High School	1717 W THARPE ST	32303	Grades: 9, 10, 11, 12	Yes	CEP	CEP	Yes	No	No	No	3	64.37%	14.42%	28.02%
0411	Gretchen Everhart School	2750 MISSION RD	32304	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12	Yes	CEP	CEP	Yes	No	No	No	1	34.57%	68.98%	74.07%
0222	Griffin Middle School	800 ALABAMA ST	32304	Grades: 6, 7, 8	Yes	CEP	CEP	Yes	No	No	Yes	2	75.86%	44.89%	65.09%
0041	Hartsfield Elementary School	1414 CHOWKEEBIN NENE	32301	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	No	Yes	2	66.29%	46.31%	75.49%
1131	Hawks Rise Elementary School	205 MEADOW RIDGE DR	32312	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	No	No	2	15.73%	14.66%	48.66%
0031	Kate Sullivan Elementary School	927 MICCOSUKEE RD	32308	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	No	No	2	41.96%	19.22%	59.91%
0481	Killlearn Lakes Elementary School	8037 DEERLAKE E	32312	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	No	No	No	2	15.08%	13.08%	43.86%
1141	Lawton Chiles High School	7200 LAWTON CHILES LN	32312	Grades: 9, 10, 11, 12	Yes	Prepay/Post-pay/Cash in Line	Prepay/Post-pay/Cash in Line	Yes	No	No	No	3	12.56%	1.77%	6.91%
0021	Leon High School	550 E TENNESSEE ST	32308	Grades: 9, 10, 11, 12	Yes	CEP	CEP	Yes	No	No	No	3	34.74%	5.43%	11.13%
1091	Lincoln High School	3838 TROJAN TRL	32311	Grades: 9, 10, 11, 12	Yes	CEP	CEP	Yes	No	No	No	3	29.90%	7.04%	15.52%
1201	Montford Middle School	5789 PIMLICO DR	32309	Grades: 6, 7, 8	Yes	Prepay/Post-pay/Cash in Line	Prepay/Post-pay/Cash in Line	Yes	No	No	No	2	46.07%	3.72%	29.14%

0291	Nims Middle School	723 ORANGE AVE W	32310	Grades: 6, 7, 8	Yes	CEP	CEP	Yes	Yes	No	No	Yes	2	75.81%	34.87%	70.85%
0171	Oakridge Elementary School	4530 SHELTER RD	32305	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	Yes	No	Yes	Yes	1	78.39%	59.61%	82.16%
0311	Pineview Elementary School	2230 LAKE BRADFORD RD	32310	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	Yes	No	Yes	No	2	77.19%	65.06%	85.76%
9006	Pre-K Wesson/Lively	500 APPLEVARD DR	32304	Grades: Infants, Pre-Kindergarten	Yes	CEP	CEP	Yes	Yes	Yes	No	Yes	0			
0092	Raa Middle School	401 W THARPE ST	32303	Grades: 6, 7, 8	Yes	CEP	CEP	Yes	Yes	No	No	No	2	54.87%	19.00%	52.69%
0051	Rickards High School	3013 JIM LEE RD	32301	Grades: 9, 10, 11, 12	Yes	CEP	CEP	Yes	Yes	No	No	Yes	2	58.36%	10.91%	17.04%
0231	Riley Elementary School	1400 INDIANA ST	32304	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	Yes	No	Yes	Yes	1	77.88%	52.26%	83.80%
1171	Roberts Elementary School	5777 PIMLICO DR	32309	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	Yes	No	No	No	2	22.84%	10.86%	46.94%
0091	Ruediger Elementary School	526 W 10TH AVE	32303	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	Yes	No	No	Yes	1	69.60%	55.81%	79.69%
0071	Sabal Palm Elementary School	2813 RIDGEWAY ST	32310	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	Yes	No	Yes	Yes	2	76.82%	58.88%	81.18%
0204	SAIL	2006 JACKSON BLUFF RD	32304	Grades: 9, 10, 11, 12	Yes	CEP	CEP	Yes	Yes	No	No	No	2	31%	16.59%	33.35%
0431	Sealey Elementary School	2815 ALLEN RD	32312	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	Yes	Yes	No	No	1	50.56%	35.31%	72.35%
0191	Second Chance at Ghazvini Learning C	854 BLOUNTSTOWN ST	32304	Grades: 6, 7, 8, 9, 10, 11, 12	Yes	CEP	CEP	Yes	Yes	No	No	No	1	77.17%	41.32%	60.98
0501	Springwood Elementary School	3801 FRED GEORGE RD	32303	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	Yes	No	No	Yes	2	68.59%	51.46%	81.68%
1211	Success 100 Academy	854 BLOUNTSTOWN ST	32304	Grades: 6, 7, 8, 9, 10, 11, 12	Yes	CEP	CEP	Yes	Yes	No	No	No	1	77.17%	41.32%	60.98%
1151	Swift Creek Middle School	2100 PEDRICK RD	32317	Grades: 6, 7, 8	Yes	Prepay/Post-pay/Cash in Line	Prepay/Post-pay/Cash in Line	Yes	Yes	No	No	No	2	53.94%	11.80%	45.66%
0421	W.T. Moore Elementary School	1706 DEMPSEY MAYO RD	32308	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5	Yes	CEP	CEP	Yes	Yes	No	No	No	2	43.17%	36.65%	64.10%
0131	Woodville School	9373 WOODVILLE HWY	32305	Grades: Pre-Kindergarten, Kindergarten, 1, 2, 3, 4, 5, 6, 7, 8	Yes	CEP	CEP	Yes	Yes	No	No	No	2	67.38%	46.20%	79.05%

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)	Cheese Sauce (2 oz. eq. M/MA)	Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese= 2.5 oz. eq. M/MA)	Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	1/2 cup Dark Green
G/B 1 oz.	WGR Dinner Roll (1 oz. eq. grain)	WGR Pasta Macaroni (1 oz. eq. grain)	8"WGR Tortilla (1.5 oz. eq. grain)	WGR Pizza Bun (2 oz. eq. grain)	3/4 cup Red/Orange
1/2 C.	Seasoned WGR Brown Rice		WGR Tortilla Chips		1/2 cup Beans/Peas
Fruit 1/2 C.	1/2 cup Peaches	1/2 cup Fresh Apple Slices	1/2 cup Pineapple Chunks	1/2 cup Cinnamon Applesauce	1/2 cup Starchy
Veg 3/4 C.	1 cup Baked Beans = 3/4 cup credit (USDA 1-06)	1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 Cup (1/2 Cup credit) Iceberg Lettuce	3/4 cup Baked Potato Wedges	1/2 cup Other
			1/4 cup Salsa	3/4 cup Baby Carrots	1 cup Add'l
				FF Ranch	
					Grains (9.5 oz.)

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

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

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

1	2	3	4	5	VEG Weekly cup portions
M/MA 3-4 oz.	Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	Cheese Sauce (2 oz. eq. M/MA)	Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese= 2.5 oz. eq. M/MA)	Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)
G/B 1 oz.	WGR Dinner Roll (1 oz. eq. grain)	WGR Pasta—Macaroni (1 oz. eq. grain)	8"WGR Tortilla (1.5 oz. eq. grain)	WGR Hamburger Bun (2 oz. eq. grain)	WGR Pizza Crust (2 oz. eq. grain)
1/2 cup	Seasoned WGR Brown Rice (1 oz. eq. grain)	WGR Dinner Roll (1 oz. eq. grain)	WGR Tortilla Chips (1 oz. eq. grain)		
Fruit 1 cup	1 cup Peaches	1/2 cup 100% Fruit Blend Juice	1 cup Pineapple Chunks	1 cup Cinnamon Applesauce	1/2 cup Starchy
		1/2 cup Fresh Apple Slices			3/4 cup Other
Veg 1 cup	1-1/3 Cup Baked Beans = 1 Cup credit (USDA 1-06)	2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1-1/2 Cup (3/4 Cup credit) Iceberg Lettuce	1 Cup Baked Potato Wedges	1-1/2 cup Add'l
			1/4 Cup Salsa	FF Ranch	
					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)	Spaghetti (1/2 Cup meat sauce = 2 oz. eq. M/MA)	BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	1/2 cup Dk Green
G/B 1 oz.-1.25 oz.	WGR Nugget Breeding (1-1.25 oz. eq. grain)	WGR Pasta—Spaghetti (1 oz. eq. grain)	WGR Bun (2 oz. eq. grain)	10" WGR Tortilla (2 oz. eq. grain)	1-1/4 cup Red/Orange
1 oz.	WGR Dinner Roll (1oz. eq. grain)	Garlic Bread (1 oz. eq. grain)			1/2 cup Beans/Peas
Fruit 1 cup	1 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	1/2 cup Fresh Banana	1 cup Fruit Cocktail	1 cup Cantaloupe Wedges	1/2 cup Starchy
		1/2 cup 100% Apple Juice			3/4 cup Other
Veg 1 cup	1 cup Black Beans	2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 Cup Baked Sweet Potato Fries	1 Cup Green Beans	1-1/2 cup Add'l
		1/4 Cup Tomato Sauce			
					Grains
					(10-10.25 oz)

	11	12	13	14	15	VEG Weekly cup portions
M/MA	1/2 Cup	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
Fruit	1 cup 1 cup Mixed Fruit	1 cup 1 cup Watermelon	1 cup 1/2 cup Fresh Apple 1/2 cup 100% Fruit Punch Juice	1 cup 1 cup pineapple chunks	1 cup 1 cup Grapes	x 1/2 cup Starchy x 3/4 cup Other
Veg	1 cup 1 cup Variety Beans (Chili)	1 cup 2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup 1 Cup Cucumber Sticks	1-1/4 cup 3/4 cup Mexicali Corn 1/4 cup Salsa	1 cup 1 Cup Baby Carrots	x 1-1/2 cup Add'l
					FF Ranch	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)	1/2 cup Dk Green
G/B	1 oz. WGR Biscuit (1 oz. eq. grain)	1 C. WGR Brown Rice (2 oz. eq. grain)	1/2 C. WGR Pasta- Ziti (1/2 Cup pasta = 1 oz. eq. grain)	2 oz. WGR Bun (2 oz. eq. grain)	1.5 oz. 8"WGR Tortilla (1.5 oz. eq. grain)	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)	1/2 cup Beans/Peas
Fruit	1 cup 1 cup Baked Cinnamon Apples	1 cup 1 cup Pears	1 cup 1/2 cup Fresh Banana	1 cup 1/2 cup Sliced Kiwi with 1/2 cup Red Grapes	1 cup 1 cup Fresh Melon(s)	1/2 cup Starchy
			1/2 cup 100% Apple Juice			3/4 cup Other
Veg	1 cup 1 -1/3 Cup Baked Beans = 1 Cup credit (USDA I-06)	1 cup 3/4 cup Broccoli	1-1/4 cup 1 cup Carrot Sticks	1 cup 1 cup Tater Tos	1-1/4 cup 2 Cups (1 Cup credit) Iceberg Lettuce	1-1/2 cup Add'l
		1/4 cup Oriental Veg (Stir Fry)	1/4 cup Tomato Sauce		1/4 cup Tomatoes, Onion (Salsa)	
						Grains (10.5 oz)

M/MA	21	Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)	WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate
G/B	2 oz.	Whole Grain Rich Bun (2 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 cup	1 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. 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)	2 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.
G/B or M/MA	1 oz. Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)	1 oz. 1/2 Egg (1 oz. eq. M/MA)	4 oz. Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)	
F/V	1/2 c. Fresh Blueberries	1/2 oz. Low-fat Cheese (.5 oz. eq. M/MA)	1/2 c. Fresh Banana	1/2 c. Fresh Apple Slices
	1/2 c. 100% Pineapple Juice	1/2 c. 100% Apple Juice	1/2 c. 100% Grape Juice	1/2 c. 100% Fruit Punch Juice
	Syrup			
6	7	8	9	10
G/B	1 oz. WGR Oatmeal (1 oz. eq. grain)	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. Peaches
	1/2 c. 100% Pineapple Juice	1/2 c. 100% Orange Juice	1/2 c. 100% Apple Juice	1/2 c. 100% Fruit Punch Juice
			Syrup	

11	4.8 oz.	WGR French Toast (4.8 oz. = 2 oz. eq. grain)	12	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	13	1 oz.	WGR Biscuit (1 oz. eq. grain)	14	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	15	1 oz.	WGR Toast (1 oz. eq. grain)
G/B or			1/2 c.	1/2	Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)	1 oz	1 oz	Egg (1/2 egg = 1 oz. eq. M/MA)	2 oz.	2 oz.	Hard Boiled Egg (1 egg = 2 oz. eq. M/MA)	1/2 egg	1/2	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies
M/MA							1/2 oz	Low-fat Cheese (.5 oz. eq. M/MA)						
F/V	1/2 c.	Applesauce	1/2 c.	1/2	Fresh Banana	1/2 c.	1/2 c.	Orange Wedges	1/2 c.	1/2	Mixed Fruit	1/2 c.	1/2	Fresh Blueberries
	1/2 c.	100% Pineapple Juice	1/2 c.	1/2	100% Orange Juice	1/2 c.	1/2 c.	100% Apple Juice	1/2 c.	1/2	100% Grape Juice	1/2 c.	1/2	100% Orange Juice
		Syrup											1/4 c.	Mushrooms, Red/Green Peppers, and Onions
16			17	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	18	2.4 oz.	WGR Waffles (2.4 oz. = 2 oz. eq. grain)	19	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	20	2 oz.	WGR Breakfast Muffin (2 oz. = 1 oz. eq. grain)
G/B	½ c.	WGR Oatmeal (1 oz. eq. grain)	1 oz.	1		2.4 oz.	2.4 oz.		1 oz.	1	WGR Graham Crackers (1 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.	2	WGR Blueberry Muffin (2 oz. = 1 oz. eq. grain)				1 oz.	1		1 oz.	1	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA)
M/MA													1/2 c.	Fresh Apple Slices
F/V	1/2 c.	Cinnamon Apples	1/2 c.	1/2	Pineapple	1/2 c.	1/2 c.	Peaches	1/2 c.	1/2	Fresh Strawberries	1/2 c.	1/2	100% Fruit Punch Juice
	1/2 c.	100% Pineapple Juice	1/2 c.	1/2	100% Orange Juice	1/2 c.	1/2 c.	100% Apple Juice	1/2 c.	1/2	100% Grape Juice	1/2 c.	1/2	
								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. 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. 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). Condiments to be included. The contractor is encouraged to incorporate low sodium products.	
G/B	1.2 oz.	Whole Grain Rich Pancakes (1.2 oz. = 1 oz. eq. grains)
G/B or		
M/MA	1 oz.	Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)
F/V	1/2 c.	Mixed Fruit
	1/2 c.	100% Orange Juice

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

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

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

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

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

^dLarger amounts of these vegetables may be served.

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

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

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

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

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

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

LCS 2025-2026 REGULAR CALENDAR

August 2025 -- 15 Days							September 2025 – 21 Days							October 2025 –21 Days									
	M	T	W	T	F			M	T	W	T	F		M	T	W	T	F					
				July 31	T/I	2																	
3	4	T/I	5	T/I	6	T/I	7	T/I	8	T/I	9			5	6	7	8	9	10	E	11		
10	11	S	12	13	14	15	16							12	13	T/I	14	S	15	16	17	18	
17	18	19	20	21	22	23								19	20	21	22	23	24	25			
24/31	25	26	27	28	29	30								26	27	28	29	30	31				
November 2025 – 14 Days							December 2025 – 15 Days							January 2026 – 17 Days									
	M	T	W	T	F			M	T	W	T	F		M	T	W	T	F					
						1																	
2	3	4	5	6	7	8								4	5	T/I	6	T/I	7	S	8	9	10
9	10	11	H	12	13	14	15							11	12	13	14	15	16	17			
16	17	18	19	20	21	22								18	19	H	20	21	22	23	24		
23/30	24	T/S	25	T/S	26	T/S	27	H	28	H	29			25	26		27	28	29	30	31		
	A/V	A/V	A	27	A																		
February 2026 – 19 Days							March 2026 – 16 Days							April 2026 – 21 Days									
	M	T	W	T	F			M	T	W	T	F		M	T	W	T	F					
1	2	3	4	5	6	7																	
8	9	10	11	12	13	14								5	6	7	8	9	10	11			
15	16	H/V	17	18	19	20	21							12	13	14	15	16	17	18			
22	23	24	25	26	27	28								19	20	21	22	23	24	25			
														26	27	28	29	30					
May 2026 – 16 Days							June 2026							July 2026									
	M	T	W	T	F			M	T	W	T	F		M	T	W	T	F					
					1	2																	
3	4	5	6	7	8	9																	
10	11	12	13	14	15	16								7	8	9	10	11	12	13			
17	18	19	20	SE	21	SE	22	SE	23	24	25	26	27	14	15	16	17	18	19	20			
24/31	25	H	26	T/I	27	T/I	28	29	30					21	22	23	24	25	26	27			

S = student A = administrative day H = holiday for students, teachers & school/district staff T/I = teacher inservice day (Students out on H, T/I & A.) TE = ESE teacher inservice/summer services. ES = ESE summer services * = four-day work week. ** = five day work week begins SE – early release day TR – teacher inservice/reading academy R = reading academy RT = reading academy training EST = ESE training E = end of nine weeks DC = district closed V = Possible Hazardous Weather Make-Up Days to be determined as needed. Thanksgiving holiday, winter break, spring break

LCSB APPROVED: 03.25.25

Exhibit E

2025-2026 Meal Prices

Student Meal Prices

Elementary

Breakfast: \$2.00

Reduced Breakfast: \$0.30

Lunch: \$3.00

Reduced Lunch: \$0.40

Secondary (Middle and High)

Breakfast: \$2.25

Reduced Breakfast: \$0.30

Lunch: \$3.25

Reduced Lunch: \$0.40

Adult Meal Prices

Adults

(including teachers, parents, volunteers, etc.)

Breakfast: \$3.25

Lunch: \$5.00

Exhibit F

Site		Free				Reduced				Paid				Total		% Eco Dis						
DC	Direct Approvals	Income	Categorical	Foster	Other	Total	% DC	DCMA	Direct Approvals	Income	Other	Total	No App	Denied	Other	Total	% Free	% Red	% Paid			
Leon County Schools																						
00021	Leon	494	0	4	0	0	498	99.20	56	0	2	0	58	1,264	5	0	1,269	1,825	27.29	3.18	69.53	
00031	Kate Sullivan	276	0	3	2	0	281	98.22	29	0	3	0	32	398	11	0	409	722	38.92	4.43	56.65	
00032	Cobb	235	0	5	1	0	241	97.51	21	0	4	0	25	340	4	0	344	610	39.51	4.10	56.39	
00041	Hartsfield	239	0	0	0	0	239	100.00	7	0	0	0	7	129	0	0	129	375	63.73	1.87	34.40	
00051	Richards	820	0	1	0	0	822	99.76	66	0	4	0	70	766	1	0	767	1,659	49.55	4.22	46.23	
00071	Sabal Palm	441	0	1	0	0	442	99.77	20	0	0	0	20	135	0	0	135	597	74.04	3.35	22.61	
00091	Ruediger	320	0	4	0	0	324	98.77	19	0	0	0	19	171	2	0	173	516	62.79	3.68	33.53	
00092	Rae	405	0	0	3	0	408	99.26	41	0	2	0	43	471	0	0	471	922	44.25	4.66	51.08	
01011	Woodville	273	0	1	0	0	274	99.64	14	0	0	0	14	153	2	0	155	443	61.85	3.16	34.99	
010161	Godby	734	0	1	0	0	735	99.86	57	0	2	0	59	590	1	0	591	1,385	53.07	4.26	42.67	
010171	Oakridge	324	0	0	0	0	324	100.00	10	0	0	0	10	101	1	0	102	436	74.31	2.29	23.39	
0204	Sail	85	0	1	0	0	86	98.84	6	0	1	0	7	251	2	0	253	346	24.86	2.02	73.12	
02022	Griffin	330	0	2	0	0	332	99.40	21	0	1	0	22	137	1	0	138	492	67.48	4.47	28.05	
02031	Riley	420	0	0	0	0	420	100.00	6	0	0	0	6	101	1	0	102	528	79.55	1.14	19.32	
02091	Nims	412	0	0	0	0	412	100.00	16	0	0	0	16	149	0	0	149	577	71.40	2.77	25.82	
03031	Pineview	331	0	0	0	0	331	100.00	19	0	2	0	21	139	0	0	139	491	67.41	4.28	28.31	
0381	Gilchrist	154	0	7	2	0	163	94.48	5	0	6	0	11	666	6	0	672	846	19.27	1.30	79.43	
0401	Astoria Park	364	1	0	0	0	365	99.73	23	0	0	0	23	129	0	0	129	517	70.60	4.45	24.95	
0411	Gretchen	21	0	0	0	0	21	100.00	4	0	0	0	4	59	0	0	59	84	25.00	4.76	70.24	
0421	W.T. Moore	189	0	6	0	0	195	96.92	25	0	3	0	28	289	3	0	292	515	37.86	5.44	56.70	
0431	Sealey	185	0	2	0	0	187	98.93	15	0	2	0	17	183	0	0	183	387	48.32	4.39	47.29	
0441	Apalachee	268	2	0	0	0	270	99.26	19	0	0	0	19	150	0	0	150	439	61.50	4.33	34.17	
0451	Fairview	323	0	1	2	0	326	99.08	30	0	5	0	35	363	3	0	366	727	44.84	4.81	50.34	
0481	Killeam	102	0	1	1	0	104	98.08	15	0	2	0	17	635	4	0	639	760	13.68	2.24	84.08	
0491	Chaires	148	0	4	0	0	152	97.37	18	0	4	0	22	242	3	0	245	419	36.28	5.25	58.47	
0501	Springwood	275	0	0	0	0	275	100.00	14	0	0	0	14	143	1	0	144	433	63.51	3.23	33.26	
0511	DeSoto Trail	79	0	2	0	0	81	97.53	12	0	0	0	12	510	5	0	515	608	13.32	1.97	84.70	
0521	Buck Lake	104	0	1	0	0	105	99.05	12	0	4	0	16	575	5	0	580	701	14.98	2.28	82.74	
0531	Deerlake	80	0	8	1	0	89	89.89	10	0	3	0	13	720	10	0	730	832	10.70	1.56	87.74	
0561	Fort Braden	392	0	0	0	0	392	100.00	36	0	0	0	36	251	0	0	251	679	57.73	5.30	36.97	
1091	Lincoln	377	0	19	2	0	398	94.72	46	0	11	0	57	1,371	14	0	1,385	1,840	21.63	3.10	75.27	
1131	Hawks Rise	91	0	4	1	0	96	94.79	10	0	6	0	16	663	1	0	664	776	12.37	2.06	85.57	
1141	Lawton	149	0	11	3	0	163	91.41	13	0	13	0	26	1,668	7	0	1,675	1,864	8.74	1.39	89.86	
1151	Swift Creek	177	0	14	2	0	194	91.24	9	0	14	0	23	556	17	0	573	790	24.56	2.91	72.53	
1161	Canopy	287	0	0	0	0	287	100.00	20	0	0	0	20	327	3	0	330	637	45.05	3.14	51.81	
1171	Roberts	135	0	3	1	0	139	97.12	13	0	3	0	16	622	3	0	625	780	17.82	2.05	80.13	
1181	Bond	513	0	0	0	0	513	100.00	13	0	0	0	13	114	0	0	114	640	80.16	2.03	17.81	
1201	Montford	148	0	8	3	0	159	93.08	17	0	11	0	28	863	17	0	880	1,067	14.90	2.62	82.47	
1202	Conley	257	0	3	1	0	261	98.47	32	0	5	0	37	389	1	0	390	688	37.94	5.38	56.69	
1211	Ghazvini	114	0	0	0	0	114	100.00	5	0	0	0	5	41	0	0	41	160	71.25	3.13	25.63	
7004	Virtual	6	0	0	0	0	7	85.71	0	0	1	0	1	84	0	0	84	92	7.61	1.09	91.30	
9003	Adult and	0	0	0	0	0	0	0	0	0	0	0	0	59	0	0	59	0.00	0.00	100.00		
9006	Pre-K	49	0	0	0	0	49	100.00	2	0	0	0	2	23	0	0	23	74	66.22	2.70	31.08	
Total:		11,126	3	117	26	0	2	11,274	98.69	826	0	114	0	940	16,990	134	0	17,124	29,338	38.43	3.20	58.37

Exhibit G - NSLP Meal Cleams

2024-2025

2024-2025 End of Year all claims

Site Number	Site Name	Meal Type	Free Meals Served	Free Meals Amount	Reduced Meals Served	Reduced Meals Amount	Paid Meals Served	Paid Meals Amount	Total Six Cent Earnings	Total Meal Earnings	Total Meal Earnings plus Sk Cont.	Grand Total Site Earnings	School Year
0021	Leon High School	High Lunch	16,040	\$71,378.00	0	\$0.00	17,589	\$7,739.16	\$3,026.61	\$79,117.16	\$82,143.77	\$107,720.21	2024-2025
0021	Leon High School	Severe Need Breakfast	7,827	\$22,028.68	0	\$0.00	8,594	\$3,347.76	\$6,667.38	\$25,576.44	\$25,576.44	\$25,576.44	2024-2025
0031	Kate Sullivan Elementary School	High Lunch	73,045	\$325,050.25	0	\$0.00	1,037	\$458.28	\$6,667.38	\$325,506.53	\$332,173.91	\$399,245.81	2024-2025
0031	Kate Sullivan Elementary School	Severe Need Breakfast	23,571	\$66,941.64	0	\$0.00	334	\$130.26	\$67,071.90	\$67,071.90	\$67,071.90	\$67,071.90	2024-2025
0032	Cobb Middle School	High Lunch	34,479	\$153,431.55	0	\$0.00	8,792	\$3,864.08	\$3,893.49	\$157,295.63	\$161,189.12	\$208,257.24	2024-2025
0032	Cobb Middle School	Severe Need Breakfast	16,013	\$45,476.92	0	\$0.00	4,080	\$1,591.20	\$47,068.12	\$47,068.12	\$47,068.12	\$47,068.12	2024-2025
0041	Hartsfield Elementary School	High Lunch	48,914	\$217,667.30	0	\$0.00	694	\$303.36	\$4,464.72	\$217,972.66	\$222,437.38	\$307,820.56	2024-2025
0041	Hartsfield Elementary School	Severe Need Breakfast	30,006	\$85,217.04	0	\$0.00	426	\$166.14	\$65,363.18	\$85,363.18	\$85,363.18	\$85,363.18	2024-2025
0051	Richards High School	High Lunch	39,718	\$176,745.10	0	\$0.00	10,117	\$4,451.48	\$4,485.15	\$181,196.58	\$185,681.73	\$260,443.94	2024-2025
0051	Richards High School	Severe Need Breakfast	25,435	\$72,235.40	0	\$0.00	6,479	\$2,526.81	\$74,762.21	\$74,762.21	\$74,762.21	\$74,762.21	2024-2025
0071	Sabal Palm Elementary School	High Lunch	62,290	\$277,190.50	0	\$0.00	885	\$389.40	\$5,685.75	\$277,579.90	\$283,265.65	\$411,830.07	2024-2025
0071	Sabal Palm Elementary School	Severe Need Breakfast	45,181	\$128,314.04	0	\$0.00	642	\$250.38	\$6,255.00	\$128,564.42	\$128,564.42	\$128,564.42	2024-2025
0091	Ruediger Elementary School	High Lunch	68,528	\$304,949.60	0	\$0.00	972	\$427.68	\$6,255.00	\$305,377.28	\$311,632.28	\$448,183.79	2024-2025
0091	Ruediger Elementary School	Severe Need Breakfast	47,988	\$136,285.92	0	\$0.00	681	\$265.59	\$7,423.74	\$136,551.51	\$136,551.51	\$136,551.51	2024-2025
0092	Ruediger Elementary School	High Lunch	81,330	\$361,918.50	0	\$0.00	1,136	\$508.64	\$7,423.74	\$362,427.14	\$369,850.88	\$453,298.96	2024-2025
0092	Ruediger Elementary School	Severe Need Breakfast	29,326	\$83,285.84	0	\$0.00	416	\$162.24	\$83,448.08	\$83,448.08	\$83,448.08	\$83,448.08	2024-2025
0131	Woodville School	High Lunch	61,146	\$272,099.70	0	\$0.00	867	\$381.48	\$5,581.17	\$272,481.18	\$278,062.35	\$379,753.16	2024-2025
0131	Woodville School	Severe Need Breakfast	35,737	\$101,493.08	0	\$0.00	507	\$197.73	\$101,690.81	\$101,690.81	\$101,690.81	\$101,690.81	2024-2025
0161	Godby High School	High Lunch	52,685	\$234,448.25	0	\$0.00	13,419	\$5,904.36	\$5,949.36	\$240,352.61	\$246,301.97	\$325,999.46	2024-2025
0161	Godby High School	Severe Need Breakfast	27,114	\$77,003.76	0	\$0.00	6,907	\$2,693.73	\$79,697.49	\$79,697.49	\$79,697.49	\$79,697.49	2024-2025
0171	Oakridge Elementary School	High Lunch	61,321	\$272,878.45	0	\$0.00	871	\$383.24	\$5,597.28	\$273,261.69	\$278,858.97	\$405,456.27	2024-2025
0171	Oakridge Elementary School	Severe Need Breakfast	44,490	\$126,351.60	0	\$0.00	630	\$245.70	\$126,597.30	\$126,597.30	\$126,597.30	\$126,597.30	2024-2025
0204	SAIL	High Lunch	15,879	\$70,661.55	0	\$0.00	4,043	\$1,778.92	\$1,792.98	\$72,440.47	\$74,233.45	\$97,448.45	2024-2025
0204	SAIL	Severe Need Breakfast	7,998	\$22,430.32	0	\$0.00	2,012	\$784.68	\$23,215.00	\$23,215.00	\$23,215.00	\$23,215.00	2024-2025
0222	Griffin Middle School	High Lunch	41,775	\$185,898.75	0	\$0.00	10,641	\$4,682.04	\$4,711.44	\$190,580.79	\$195,298.23	\$279,977.22	2024-2025
0222	Griffin Middle School	Severe Need Breakfast	28,809	\$81,817.56	0	\$0.00	7,337	\$2,861.43	\$84,678.99	\$84,678.99	\$84,678.99	\$84,678.99	2024-2025
0231	Riley Elementary School	High Lunch	87,515	\$389,441.75	0	\$0.00	1,244	\$547.36	\$7,986.31	\$389,989.11	\$397,977.42	\$553,284.03	2024-2025
0231	Riley Elementary School	Severe Need Breakfast	54,579	\$155,004.36	0	\$0.00	1,155	\$306.61	\$155,306.61	\$155,306.61	\$155,306.61	\$155,306.61	2024-2025
0291	Nims Middle School	High Lunch	60,389	\$288,731.05	0	\$0.00	15,380	\$6,767.20	\$6,819.21	\$275,498.25	\$282,317.46	\$369,680.63	2024-2025
0291	Nims Middle School	Severe Need Breakfast	29,722	\$84,410.48	0	\$0.00	7,571	\$2,952.69	\$87,363.17	\$87,363.17	\$87,363.17	\$87,363.17	2024-2025
0311	Pinewiew Elementary School	High Lunch	54,371	\$241,950.95	0	\$0.00	13,848	\$6,093.12	\$6,139.71	\$248,044.07	\$254,183.78	\$375,420.15	2024-2025
0311	Pinewiew Elementary School	Severe Need Breakfast	41,246	\$117,138.64	0	\$0.00	10,507	\$4,097.73	\$121,236.37	\$121,236.37	\$121,236.37	\$121,236.37	2024-2025
0381	Gilchrist Elementary School	High Lunch	67,969	\$302,462.05	0	\$0.00	17,312	\$7,617.28	\$7,675.29	\$310,079.33	\$317,754.62	\$376,143.84	2024-2025
0381	Gilchrist Elementary School	Severe Need Breakfast	19,865	\$56,416.60	0	\$0.00	5,098	\$1,972.62	\$58,389.22	\$58,389.22	\$58,389.22	\$58,389.22	2024-2025
0401	Astoria Elementary School	High Lunch	67,091	\$298,554.95	0	\$0.00	954	\$419.76	\$6,124.05	\$298,974.71	\$305,098.76	\$405,349.41	2024-2025
0401	Astoria Elementary School	Severe Need Breakfast	35,231	\$100,056.04	0	\$0.00	499	\$194.61	\$100,250.65	\$100,250.65	\$100,250.65	\$100,250.65	2024-2025
0411	Greichen Everhart School	High Lunch	9,141	\$40,677.45	0	\$0.00	2,331	\$1,025.64	\$1,032.48	\$41,703.09	\$42,735.57	\$67,769.37	2024-2025
0411	Greichen Everhart School	Severe Need Breakfast	8,517	\$24,188.28	0	\$0.00	2,188	\$845.52	\$25,033.80	\$25,033.80	\$25,033.80	\$25,033.80	2024-2025
0421	W. T. Moore Elementary School	High Lunch	46,368	\$206,337.60	0	\$0.00	11,808	\$5,195.52	\$5,235.84	\$211,533.12	\$216,768.96	\$294,699.55	2024-2025
0421	W. T. Moore Elementary School	Severe Need Breakfast	26,513	\$75,296.92	0	\$0.00	6,753	\$2,633.67	\$77,930.59	\$77,930.59	\$77,930.59	\$77,930.59	2024-2025
0431	Sealey Elementary School	High Lunch	46,281	\$205,950.45	0	\$0.00	656	\$288.64	\$4,224.33	\$206,239.09	\$210,463.42	\$282,388.92	2024-2025
0431	Sealey Elementary School	Severe Need Breakfast	22,585	\$64,141.40	0	\$0.00	320	\$124.80	\$64,266.20	\$64,266.20	\$64,266.20	\$64,266.20	2024-2025
0431	Sealey Elementary School	Area Eligible Snack	6,330	\$7,659.30	0	\$0.00	0	\$0.00	\$7,659.30	\$7,659.30	\$7,659.30	\$7,659.30	2024-2025
0441	Apalachee Elementary School	High Lunch	62,916	\$279,976.20	0	\$0.00	0	\$0.00	\$5,662.44	\$279,976.20	\$285,638.64	\$385,635.04	2024-2025
0441	Apalachee Elementary School	Severe Need Breakfast	35,210	\$89,998.40	0	\$0.00	0	\$0.00	\$99,996.40	\$99,996.40	\$99,996.40	\$99,996.40	2024-2025
0451	Fairview Middle School	High Lunch	79,501	\$353,779.45	0	\$0.00	1,129	\$496.76	\$7,256.70	\$354,276.21	\$361,532.91	\$439,378.11	2024-2025
0451	Fairview Middle School	Severe Need Breakfast	27,357	\$77,693.88	0	\$0.00	388	\$151.32	\$77,845.20	\$77,845.20	\$77,845.20	\$77,845.20	2024-2025
0481	Killeam Lakes Elementary School	High Lunch	45,599	\$202,915.55	0	\$0.00	11,615	\$5,110.60	\$5,149.26	\$208,026.15	\$213,175.41	\$253,141.85	2024-2025
0481	Killeam Lakes Elementary School	Severe Need Breakfast	13,597	\$38,615.48	0	\$0.00	3,464	\$1,350.96	\$39,966.44	\$39,966.44	\$39,966.44	\$39,966.44	2024-2025
0491	Chaires Elementary School	High Lunch	46,801	\$208,264.45	0	\$0.00	11,919	\$5,244.36	\$5,284.80	\$213,508.81	\$218,793.61	\$281,763.43	2024-2025
0491	Chaires Elementary School	Severe Need Breakfast	21,430	\$60,861.20	0	\$0.00	5,438	\$2,128.62	\$62,989.82	\$62,989.82	\$62,989.82	\$62,989.82	2024-2025
0501	Springwood Elementary School	High Lunch	62,725	\$279,126.25	0	\$0.00	891	\$392.04	\$5,725.44	\$279,518.29	\$285,243.73	\$397,696.87	2024-2025
0501	Springwood Elementary School	Severe Need Breakfast	39,519	\$112,233.96	0	\$0.00	562	\$219.18	\$112,453.14	\$112,453.14	\$112,453.14	\$112,453.14	2024-2025
0511	DeSoto Trail Elementary School	High Lunch	49,592	\$220,694.40	0	\$0.00	12,629	\$5,556.76	\$5,599.89	\$226,241.16	\$231,841.05	\$280,825.20	2024-2025

Report Execution Date & Time:

Report Execution By:

Exhibit G

2024-2025 End of Year all claims												
0511	DeSoto Trail Elementary School	Severe Need Breakfast	16,665	\$47,328.60	0	\$0.00	4,245	\$1,655.55	\$48,984.15	\$48,984.15	\$301,155.16	2024-2025
0521	Buck Lake Road Elementary School	High Lunch	66,224	\$294,696.80	0	\$0.00	940	\$413.60	\$6,044.76	\$295,110.40	\$350,895.86	2024-2025
0521	Buck Lake Road Elementary School	Severe Need Breakfast	17,480	\$49,643.20	0	\$0.00	250	\$97.50	\$49,740.70	\$49,740.70		2024-2025
0531	Deerlake Middle School	High Lunch	6,979	\$31,056.55	1,200	\$4,860.00	14,763	\$6,495.72	\$2,064.78	\$42,412.27	\$53,714.11	2024-2025
0531	Deerlake Middle School	Regular Breakfast	3,157	\$7,482.09	458	\$948.06	2,089	\$806.91	\$9,237.06	\$9,237.06		2024-2025
0561	Fort Braden School	High Lunch	90,181	\$401,305.45	0	\$0.00	1,280	\$563.20	\$8,231.49	\$401,868.65	\$410,100.14	2024-2025
0561	Fort Braden School	Severe Need Breakfast	41,572	\$118,064.48	0	\$0.00	591	\$230.49	\$118,294.97	\$118,294.97		2024-2025
0561	Fort Braden School	Area Eligible Snack	344	\$416.24	0	\$0.00	0	\$0.00	\$416.24	\$416.24		2024-2025
1091	Lincoln High School	High Lunch	22,549	\$100,343.05	0	\$0.00	24,722	\$10,877.68	\$4,254.39	\$111,220.73	\$115,475.12	2024-2025
1091	Lincoln High School	Severe Need Breakfast	10,222	\$29,030.48	0	\$0.00	11,209	\$4,371.51	\$33,401.99	\$33,401.99		2024-2025
1131	Hawks Rise Elementary School	High Lunch	50,548	\$224,938.60	0	\$0.00	12,875	\$5,665.00	\$5,708.07	\$230,603.60	\$236,311.67	2024-2025
1131	Hawks Rise Elementary School	Severe Need Breakfast	15,230	\$43,253.20	0	\$0.00	3,880	\$1,513.20	\$44,766.40	\$44,766.40		2024-2025
1141	Lawton Chiles High School	High Lunch	5,722	\$25,462.90	1,061	\$4,297.05	15,316	\$6,739.04	\$1,986.91	\$36,498.99	\$38,487.90	2024-2025
1141	Lawton Chiles High School	Regular Breakfast	2,402	\$5,692.74	262	\$542.34	3,008	\$1,173.12	\$7,408.20	\$7,408.20		2024-2025
1151	Swift Creek Middle School	High Lunch	26,430	\$117,613.50	2,546	\$10,311.30	32,486	\$14,293.84	\$5,531.58	\$142,218.64	\$147,750.22	2024-2025
1151	Swift Creek Middle School	Severe Need Breakfast	9,377	\$26,630.68	584	\$1,483.36	5,920	\$2,308.80	\$30,422.84	\$30,422.84		2024-2025
1161	Canopy Oaks Elementary School	High Lunch	49,744	\$221,360.80	0	\$0.00	12,670	\$5,574.80	\$5,617.26	\$226,935.60	\$232,552.86	2024-2025
1161	Canopy Oaks Elementary School	Severe Need Breakfast	20,914	\$59,395.76	0	\$0.00	5,327	\$2,077.53	\$61,473.29	\$61,473.29		2024-2025
1171	Roberts Elementary School	High Lunch	52,549	\$233,843.05	0	\$0.00	13,394	\$5,888.96	\$5,933.97	\$239,732.01	\$245,665.98	2024-2025
1171	Roberts Elementary School	Severe Need Breakfast	12,161	\$34,537.24	0	\$0.00	3,099	\$1,208.61	\$35,745.85	\$35,745.85		2024-2025
1181	Bond Elementary School	High Lunch	73,253	\$325,975.85	0	\$0.00	18,698	\$8,209.52	\$8,271.99	\$334,185.37	\$342,457.36	2024-2025
1181	Bond Elementary School	Severe Need Breakfast	45,230	\$128,453.20	0	\$0.00	11,520	\$4,492.80	\$132,946.00	\$132,946.00		2024-2025
1201	Montford Middle School	High Lunch	16,246	\$72,294.70	3,016	\$12,214.80	31,074	\$13,672.56	\$4,530.24	\$98,182.06	\$102,712.30	2024-2025
1201	Montford Middle School	Severe Need Breakfast	3,080	\$8,747.20	388	\$985.52	2,961	\$1,154.79	\$10,887.51	\$10,887.51		2024-2025
1202	Conley Elementary School	High Lunch	58,700	\$261,215.00	0	\$0.00	14,953	\$6,579.32	\$6,628.77	\$267,794.32	\$274,423.09	2024-2025
1202	Conley Elementary School	Severe Need Breakfast	24,616	\$69,909.44	0	\$0.00	6,271	\$2,445.69	\$72,355.13	\$72,355.13		2024-2025
1211	Success 100 Academy	High Lunch	11,004	\$48,967.80	0	\$0.00	2,803	\$1,233.32	\$50,201.12	\$51,443.75	\$73,359.79	2024-2025
1211	Success 100 Academy	Severe Need Breakfast	7,456	\$21,175.04	0	\$0.00	1,900	\$741.00	\$21,916.04	\$21,916.04		2024-2025
9006	Pre-K Wesson/Lively	High Lunch	18,592	\$82,734.40	0	\$0.00	4,739	\$2,085.16	\$84,819.56	\$86,919.35	\$144,378.95	2024-2025
9006	Pre-K Wesson/Lively	Severe Need Breakfast	17,196	\$48,836.64	0	\$0.00	4,379	\$1,707.81	\$50,544.45	\$50,544.45		2024-2025
9006	Pre-K Wesson/Lively	Area Eligible Snack	5,715	\$6,915.15	0	\$0.00	0	\$0.00	\$6,915.15	\$6,915.15		2024-2025

Report Execution Date & Time:

Report Execution By:

Exhibit G

Meals 2024-2025	Free	Reduced	Paid	Total
Lunch	1,992,130	7,823	3,735	2,003,688
Brkfst SNB	985,965	972	144,110	1,131,047
Brkfst reg	5,559	720	5,077	11,356
Snack	12,389			12,389
CCFP	256,898			256,898
				3,415,378

Exhibit G

2023-2024

2023-2024 End of Year all Claims

Site Number	Site Name	Meal Type	Free Meals Served	Free Meals Amount	Reduced Meals Served	Reduced Meals Amount	Paid Meals Served	Paid Meals Amount	Total Six Cent Earnings	Total Meal Earnings	Total Meal Earnings plus Six Cent	Grand Total Site Earnings	School Year
0021	Leon High School	High Lunch	16,364	\$69,874.28	713	\$2,759.31	2,980	\$1,251.60	\$1,604.56	\$73,885.19	\$75,489.75	\$96,120.52	2023-2024
0021	Leon High School	Severe Need Breakfast	7,306	\$19,945.38	179	\$434.97	659	\$250.42	\$260.42	\$20,630.77	\$20,630.77	\$20,630.77	2023-2024
0031	Kate Sullivan Elementary School	High Lunch	74,229	\$216,957.83	0	\$0.00	1,054	\$0.00	\$6,022.64	\$317,400.51	\$323,423.15	\$405,430.83	2023-2024
0031	Kate Sullivan Elementary School	Severe Need Breakfast	24,394	\$66,595.62	0	\$0.00	347	\$131.86	\$337.48	\$66,727.48	\$66,727.48	\$66,727.48	2023-2024
0031	Kate Sullivan Elementary School	Area Eligible Snack	13,060	\$15,280.20	0	\$0.00	0	\$0.00	\$0.00	\$15,280.20	\$15,280.20	\$15,280.20	2023-2024
0032	Cobb Middle School	High Lunch	38,083	\$162,614.41	0	\$0.00	9,700	\$4,070.00	\$3,822.64	\$166,688.41	\$170,511.05	\$210,340.57	2023-2024
0032	Cobb Middle School	Severe Need Breakfast	14,090	\$38,465.70	0	\$0.00	3,589	\$1,363.82	\$39,829.52	\$39,829.52	\$39,829.52	\$39,829.52	2023-2024
0041	Hartsfield Elementary School	High Lunch	44,480	\$189,929.60	0	\$0.00	632	\$265.44	\$3,608.96	\$190,195.04	\$193,804.00	\$274,082.12	2023-2024
0041	Hartsfield Elementary School	Severe Need Breakfast	29,348	\$90,120.04	0	\$0.00	416	\$158.08	\$80,278.12	\$80,278.12	\$80,278.12	\$209,936.42	2023-2024
0051	Richards High School	High Lunch	34,041	\$145,355.07	0	\$0.00	8,670	\$3,641.40	\$3,416.88	\$148,996.47	\$152,413.35	\$209,936.42	2023-2024
0051	Richards High School	Severe Need Breakfast	20,349	\$55,552.77	0	\$0.00	5,185	\$1,970.30	\$57,523.07	\$57,523.07	\$57,523.07	\$209,936.42	2023-2024
0071	Sabal Palm Elementary School	High Lunch	66,075	\$282,140.25	0	\$0.00	937	\$393.54	\$5,360.96	\$282,533.79	\$287,894.75	\$405,949.03	2023-2024
0071	Sabal Palm Elementary School	Severe Need Breakfast	43,158	\$117,821.34	0	\$0.00	613	\$232.94	\$118,054.28	\$118,054.28	\$118,054.28	\$405,949.03	2023-2024
0091	Ruediger Elementary School	High Lunch	66,487	\$283,899.49	0	\$0.00	945	\$396.90	\$5,394.56	\$284,296.39	\$289,690.95	\$419,985.92	2023-2024
0091	Ruediger Elementary School	Severe Need Breakfast	47,633	\$130,038.09	0	\$0.00	676	\$256.88	\$130,294.97	\$130,294.97	\$130,294.97	\$419,985.92	2023-2024
0092	Raa Middle School	High Lunch	71,186	\$303,964.22	0	\$0.00	1,011	\$424.62	\$5,775.76	\$304,388.84	\$310,164.60	\$379,082.99	2023-2024
0092	Raa Middle School	Severe Need Breakfast	68,782	\$68,782.35	0	\$0.00	358	\$136.04	\$68,918.39	\$68,918.39	\$68,918.39	\$379,082.99	2023-2024
0131	Woodville School	High Lunch	63,956	\$273,092.12	0	\$0.00	908	\$381.36	\$5,189.12	\$273,473.48	\$278,662.60	\$380,000.79	2023-2024
0131	Woodville School	Severe Need Breakfast	37,047	\$101,138.31	0	\$0.00	526	\$199.88	\$101,338.19	\$101,338.19	\$101,338.19	\$380,000.79	2023-2024
0161	Godby High School	High Lunch	44,140	\$188,477.80	0	\$0.00	11,243	\$4,722.06	\$4,430.64	\$193,199.86	\$197,630.50	\$262,709.26	2023-2024
0161	Godby High School	Severe Need Breakfast	23,022	\$62,850.06	0	\$0.00	5,865	\$2,228.70	\$65,078.76	\$65,078.76	\$65,078.76	\$262,709.26	2023-2024
0171	Oakridge Elementary School	High Lunch	60,988	\$280,418.76	0	\$0.00	867	\$364.14	\$4,948.40	\$280,782.90	\$285,731.30	\$382,091.91	2023-2024
0171	Oakridge Elementary School	Severe Need Breakfast	42,539	\$116,131.47	0	\$0.00	603	\$229.14	\$116,360.61	\$116,360.61	\$116,360.61	\$382,091.91	2023-2024
0204	SAIL	High Lunch	16,812	\$71,787.24	0	\$0.00	4,281	\$1,798.02	\$1,687.44	\$73,585.26	\$75,272.70	\$98,708.93	2023-2024
0204	SAIL	Severe Need Breakfast	8,291	\$22,634.43	0	\$0.00	2,110	\$901.80	\$23,436.23	\$23,436.23	\$23,436.23	\$98,708.93	2023-2024
0222	Griffin Middle School	High Lunch	38,749	\$165,458.23	0	\$0.00	9,868	\$4,144.56	\$3,889.36	\$169,602.79	\$173,492.15	\$258,843.97	2023-2024
0222	Griffin Middle School	Severe Need Breakfast	30,194	\$82,429.62	0	\$0.00	7,690	\$2,922.20	\$85,351.82	\$85,351.82	\$85,351.82	\$258,843.97	2023-2024
0231	Riley Elementary School	High Lunch	81,023	\$345,968.21	0	\$0.00	1,150	\$483.00	\$6,573.84	\$346,451.21	\$353,025.05	\$491,941.70	2023-2024
0231	Riley Elementary School	Severe Need Breakfast	50,785	\$138,643.05	0	\$0.00	720	\$273.60	\$138,916.65	\$138,916.65	\$138,916.65	\$491,941.70	2023-2024
0291	Nims Middle School	High Lunch	58,478	\$249,701.06	0	\$0.00	14,896	\$6,256.32	\$5,869.92	\$255,957.38	\$261,827.30	\$345,113.57	2023-2024
0291	Nims Middle School	Severe Need Breakfast	29,463	\$80,433.99	0	\$0.00	7,506	\$2,852.28	\$83,286.27	\$83,286.27	\$83,286.27	\$345,113.57	2023-2024
0311	Pinewview Elementary School	High Lunch	50,504	\$215,652.08	0	\$0.00	12,865	\$5,403.30	\$5,069.52	\$221,055.38	\$226,124.90	\$332,166.67	2023-2024
0311	Pinewview Elementary School	Severe Need Breakfast	37,513	\$102,410.49	0	\$0.00	9,556	\$3,631.28	\$106,041.77	\$106,041.77	\$106,041.77	\$332,166.67	2023-2024
0381	Gilchrist Elementary School	High Lunch	77,185	\$329,579.95	0	\$0.00	19,660	\$8,257.20	\$7,747.60	\$337,837.15	\$345,584.75	\$411,592.46	2023-2024
0381	Gilchrist Elementary School	Severe Need Breakfast	23,351	\$63,748.23	0	\$0.00	5,946	\$2,258.48	\$66,007.71	\$66,007.71	\$66,007.71	\$411,592.46	2023-2024
0401	Astoria Elementary School	High Lunch	64,795	\$276,674.65	0	\$0.00	921	\$386.82	\$5,257.28	\$277,061.47	\$282,318.75	\$382,281.47	2023-2024
0401	Astoria Elementary School	Severe Need Breakfast	36,544	\$99,765.12	0	\$0.00	520	\$197.60	\$99,962.72	\$99,962.72	\$99,962.72	\$382,281.47	2023-2024
0411	Gretchen Everhart School	High Lunch	10,596	\$45,244.92	0	\$0.00	2,700	\$1,134.00	\$1,063.68	\$46,378.92	\$47,442.60	\$76,139.86	2023-2024
0411	Gretchen Everhart School	Severe Need Breakfast	10,152	\$27,714.96	0	\$0.00	2,585	\$982.30	\$28,697.26	\$28,697.26	\$28,697.26	\$76,139.86	2023-2024
0421	W.T. Moore Elementary School	High Lunch	50,115	\$213,991.05	0	\$0.00	12,764	\$5,360.88	\$5,030.32	\$219,351.93	\$224,382.25	\$308,148.58	2023-2024
0421	W.T. Moore Elementary School	Severe Need Breakfast	29,633	\$80,898.09	0	\$0.00	7,548	\$2,868.24	\$83,766.33	\$83,766.33	\$83,766.33	\$308,148.58	2023-2024
0431	Sealey Elementary School	High Lunch	45,609	\$194,750.43	0	\$0.00	647	\$271.74	\$3,700.48	\$195,022.17	\$198,722.65	\$264,951.47	2023-2024
0431	Sealey Elementary School	Severe Need Breakfast	20,678	\$56,450.94	0	\$0.00	293	\$111.34	\$56,562.28	\$56,562.28	\$56,562.28	\$264,951.47	2023-2024
0431	Sealey Elementary School	Area Eligible Snack	8,262	\$9,666.54	0	\$0.00	0	\$0.00	\$9,666.54	\$9,666.54	\$9,666.54	\$264,951.47	2023-2024
0441	Apalachee Elementary School	High Lunch	64,854	\$276,926.58	0	\$0.00	0	\$0.00	\$5,183.32	\$276,926.58	\$282,114.90	\$392,950.17	2023-2024
0441	Apalachee Elementary School	Severe Need Breakfast	40,599	\$110,835.27	0	\$0.00	0	\$0.00	\$110,835.27	\$110,835.27	\$110,835.27	\$392,950.17	2023-2024
0451	Fairview Middle School	High Lunch	71,842	\$306,765.34	0	\$0.00	1,021	\$428.82	\$5,829.04	\$307,194.16	\$313,023.20	\$382,723.89	2023-2024
0451	Fairview Middle School	Severe Need Breakfast	25,481	\$69,563.13	0	\$0.00	362	\$137.56	\$69,700.69	\$69,700.69	\$69,700.69	\$382,723.89	2023-2024

Report Execution Date & Time:

Report Execution By:

Exhibit G

2023-2024 End of Year all claims

0481	Killeam Lakes Elementary School	High Lunch	51,752	\$220,981.04	0	\$0.00	13,181	\$5,536.02	\$5,194.64	\$226,517.06	\$231,711.70	\$270,726.86	2023-2024
0481	Killeam Lakes Elementary School	Severe Need Breakfast	13,802	\$37,679.46	0	\$0.00	3,515	\$1,335.70		\$39,015.16			2023-2024
0491	Chaires Elementary School	High Lunch	47,660	\$203,508.20	0	\$0.00	12,138	\$5,097.96	\$4,783.84	\$208,606.16	\$213,390.00	\$274,697.36	2023-2024
0491	Chaires Elementary School	Severe Need Breakfast	21,688	\$59,208.24	0	\$0.00	5,524	\$2,098.12		\$61,307.36			2023-2024
0501	Springwood Elementary School	High Lunch	58,944	\$251,690.88	0	\$0.00	837	\$252,042.42	\$4,782.48	\$256,824.90	\$355,168.42	\$355,168.42	2023-2024
0501	Springwood Elementary School	Severe Need Breakfast	35,952	\$98,148.96	0	\$0.00	512	\$194.56		\$98,343.52			2023-2024
0511	DeSoto Trail Elementary School	High Lunch	49,237	\$210,241.99	0	\$0.00	12,543	\$5,268.06	\$4,942.40	\$215,510.05	\$220,452.45	\$262,738.32	2023-2024
0511	DeSoto Trail Elementary School	Severe Need Breakfast	14,959	\$40,838.07	0	\$0.00	3,810	\$1,447.80		\$42,285.87			2023-2024
0521	Buck Lake Road Elementary School	High Lunch	65,659	\$280,363.93	0	\$0.00	931	\$391.02	\$5,327.20	\$280,754.95	\$286,082.15	\$332,493.26	2023-2024
0521	Buck Lake Road Elementary School	Severe Need Breakfast	16,967	\$46,319.91	0	\$0.00	240	\$91.20		\$46,411.11			2023-2024
0531	Deerlake Middle School	High Lunch	9,229	\$39,407.83	559	\$2,163.33	15,490	\$6,505.80	\$2,022.24	\$48,076.96	\$50,099.20	\$59,910.18	2023-2024
0531	Deerlake Middle School	Regular Breakfast	3,627	\$8,269.56	206	\$407.88	2,983	\$1,133.54		\$9,810.98			2023-2024
0561	Fort Braden School	High Lunch	93,846	\$400,722.42	0	\$0.00	1,332	\$559.44	\$7,614.24	\$401,281.86	\$408,896.10	\$542,296.99	2023-2024
0561	Fort Braden School	Severe Need Breakfast	47,904	\$130,777.92	0	\$0.00	680	\$258.40		\$131,036.32			2023-2024
0561	Fort Braden School	Area Eligible Snack	2,021	\$2,364.57	0	\$0.00	0	\$0.00		\$2,364.57			2023-2024
1091	Lincoln High School	High Lunch	13,305	\$56,812.35	1,321	\$5,112.27	17,321	\$7,274.82	\$2,555.76	\$69,199.44	\$71,755.20	\$88,667.16	2023-2024
1091	Lincoln High School	Regular Breakfast	6,063	\$13,823.64	509	\$1,007.82	5,475	\$2,080.50		\$16,911.96			2023-2024
1131	Hawks Rise Elementary School	High Lunch	58,438	\$249,530.26	0	\$0.00	14,883	\$6,250.86	\$5,865.68	\$255,781.12	\$261,646.80	\$311,024.68	2023-2024
1131	Hawks Rise Elementary School	Severe Need Breakfast	17,468	\$47,687.64	0	\$0.00	4,448	\$1,690.24		\$49,377.88			2023-2024
1141	Lawton Chiles High School	High Lunch	7,367	\$31,457.09	1,176	\$4,551.12	14,710	\$6,178.20	\$1,860.24	\$42,186.41	\$44,046.65	\$54,165.09	2023-2024
1141	Lawton Chiles High School	Regular Breakfast	3,847	\$8,771.16	197	\$390.06	2,519	\$957.22		\$10,118.44			2023-2024
1151	Swift Creek Middle School	High Lunch	25,519	\$108,966.13	2,723	\$10,538.01	29,997	\$12,598.74	\$4,659.12	\$132,102.88	\$136,762.00	\$168,972.83	2023-2024
1151	Swift Creek Middle School	Severe Need Breakfast	10,140	\$27,682.20	713	\$1,732.59	7,358	\$2,796.04		\$32,210.83			2023-2024
1161	Canopy Oaks Elementary School	High Lunch	51,113	\$218,252.51	0	\$0.00	13,020	\$5,468.40	\$5,130.64	\$223,720.91	\$228,851.55	\$291,622.83	2023-2024
1161	Canopy Oaks Elementary School	Severe Need Breakfast	22,206	\$60,622.38	0	\$0.00	5,655	\$2,148.90		\$62,771.28			2023-2024
1171	Roberts Elementary School	High Lunch	57,986	\$247,600.22	0	\$0.00	14,770	\$6,203.40	\$5,820.48	\$253,803.62	\$259,624.10	\$304,809.75	2023-2024
1171	Roberts Elementary School	Severe Need Breakfast	15,985	\$43,639.05	0	\$0.00	4,070	\$1,546.60		\$45,185.65			2023-2024
1181	Bond Elementary School	High Lunch	67,478	\$288,131.06	0	\$0.00	17,186	\$7,218.12	\$6,773.12	\$295,349.18	\$302,122.30	\$420,766.09	2023-2024
1181	Bond Elementary School	Severe Need Breakfast	41,971	\$114,580.83	0	\$0.00	10,692	\$4,062.96		\$118,643.79			2023-2024
1201	Montford Middle School	High Lunch	16,369	\$69,895.63	2,612	\$10,108.44	26,057	\$10,943.94	\$3,603.04	\$90,948.01	\$94,551.05	\$104,484.63	2023-2024
1201	Montford Middle School	Regular Breakfast	3,269	\$7,453.32	589	\$1,166.22	3,458	\$1,314.04		\$9,933.58			2023-2024
1202	Conley Elementary School	High Lunch	62,656	\$267,541.12	0	\$0.00	15,959	\$6,702.78	\$6,289.20	\$274,243.90	\$280,533.10	\$356,652.58	2023-2024
1202	Conley Elementary School	Severe Need Breakfast	26,928	\$73,513.44	0	\$0.00	6,858	\$2,606.04		\$76,119.48			2023-2024
1211	Success 100 Academy	High Lunch	10,294	\$43,955.38	0	\$0.00	2,620	\$1,100.40	\$1,033.12	\$45,055.78	\$46,088.90	\$70,227.63	2023-2024
1211	Success 100 Academy	Severe Need Breakfast	8,539	\$23,311.47	0	\$0.00	2,177	\$827.26		\$24,138.73			2023-2024
9006	Pre-K Wesson/Lively	High Lunch	17,941	\$76,608.07	0	\$0.00	4,571	\$1,919.82	\$1,800.96	\$78,527.89	\$80,328.85	\$130,140.93	2023-2024
9006	Pre-K Wesson/Lively	Severe Need Breakfast	16,500	\$45,045.00	0	\$0.00	4,201	\$1,596.38		\$46,641.38			2023-2024
9006	Pre-K Wesson/Lively	Area Eligible Snack	2,710	\$3,170.70	0	\$0.00	0	\$0.00		\$3,170.70			2023-2024

Report Execution Date & Time:

Report Execution By:

Commodity Perpetual Inventory

Exhibit H - USDA Foods

Recipient Agency Name: Leon County Sch Board-37

School Year: 2025 - 2026

Program: NSLP

Shipping Location: (0405-0087) Schwans Food Service Inc					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100418	Flour, Bakers Hard Wheat, Unbleached	Bulk Pounds	43,740	0	43,740
110244	Cheese, Mozzarella, Low Moisture Part Skim, Chilled	Processor Pack	19,670	0	19,670

Shipping Location: (0506-0019) CARGILL KITCHEN SOLUTIONS INC					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100047	Eggs, Liquid Whole, Chilled	Bulk Tanker	11,965	0	11,965

Shipping Location: (0506-0028) CONAGRA FOODS					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110244	Cheese, Mozzarella, Low Moisture Part Skim, Chilled	Processor Pack	22,425	0	22,425

Shipping Location: (0506-0046) HOUSE OF RAEFORD FARMS INC					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100103D	Chicken, Large Birds, Chilled	Bulk Pounds	1	0	1
100103W	Chicken, Large Birds, Chilled	Bulk Pounds	20,997	0	20,997

Shipping Location: (0506-0048) INTEGRATED FOODS					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100036	Cheese, American Blended, Yellow, Reduced Fat, Sliced, Chilled *Bulk	6/5 lb unit	5,700	0	5,700
100154	Beef, Coarse Ground, 100%, Frozen	60 lb case	15,000	0	15,000

Shipping Location: (0506-0056) LAND O'LAKES INC					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110242	Cheese, Natural American, Barrel, Chilled	500 lb Barrel	11,808	0	11,808

Shipping Location: (0607-0033) DON LEE FARMS					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100154	Beef, Coarse Ground, 100%, Frozen	60 lb case	32,500	0	32,500

Commodity Perpetual Inventory

Exhibit H - USDA Foods

Recipient Agency Name: Leon County Sch Board-37

School Year: 2025 - 2026

Program: NSLP

Shipping Location: (0607-0083) S and F FOODS INC					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110244	Cheese, Mozzarella, Low Moisture Part Skim, Chilled	Processor Pack	14,880	0	14,880

Shipping Location: (0910-0096) TASTY BRANDS LLC					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110242	Cheese, Natural American, Barrel, Chilled	500 lb Barrel	19,791	0	19,791

Shipping Location: (1112-0069) NATIONAL FOOD GROUP					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100212	Mixed Fruit (Peaches, Pears, Grapes), Extra Light Syrup, Canned *Bulk	6/#10 can	36,252	0	36,252
100220	Peaches, Diced, Extra Light Syrup, Canned *Bulk	6/#10 can	36,252	0	36,252

Shipping Location: (1112-0074) Peterson Farms Fresh Inc					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110149	Apples, For Processing	Bulk Pounds	44,300	0	44,300

Shipping Location: (1415-0080) Rich Chicks					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100103D	Chicken, Large Birds, Chilled	Bulk Pounds	1	0	1
100103W	Chicken, Large Birds, Chilled	Bulk Pounds	23,997	0	23,997
100036	Cheese, American Blended, Yellow, Reduced Fat, Sliced, Chilled *Bulk	6/5 lb unit	5,700	0	5,700

Shipping Location: (1415-0091) JM SMUCKER CO LLC					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110700	Peanuts, Raw, Shelled	44,000 pounds bulk	7,300	0	7,300

Shipping Location: (5006843) Leon County School Board					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100256	Strawberries, Diced, Cups, Frozen	96/4.5 oz cup	1,400	0	1,400
100307	Beans, Green, Low-sodium, Canned	6/#10 can	1,368	0	1,368
100313	Corn, Whole Kernel, No Salt Added, Canned	6/#10 can	1,200	0	1,200
100359	Beans, Black, Low-sodium, Canned	6/#10 can	864	0	864

Commodity Perpetual Inventory

Recipient Agency Name: Leon County Sch Board-37

School Year: 2025 - 2026

Program: NSLP

Shipping Location: (5006843) Leon County School Board					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110361	Applesauce, Unsweetened, Cups, Shelf-Stable	96/4.5 oz cup	2,300	0	2,300
110473	Broccoli Florets, No Salt Added, Frozen	30 lb case	568	0	568
110723	Cranberries, Dried, Individual Portion	300/1.16 oz bag	750	0	750

Shipping Location: (0506-0019) CARGILL KITCHEN SOLUTIONS INC					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100047	Eggs, Liquid Whole, Chilled	Bulk Tanker	11,965	0	11,965

Shipping Location: (0506-0028) CONAGRA FOODS					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110244	Cheese, Mozzarella, Low Moisture Part Skim, Chilled	Processor Pack	22,425	0	22,425

Shipping Location: (0506-0056) LAND O'LAKES INC					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110242	Cheese, Natural American, Barrel, Chilled	500 lb Barrel	11,808	0	11,808

Shipping Location: (1112-0069) NATIONAL FOOD GROUP					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100212	Mixed Fruit (Peaches, Pears, Grapes), Extra Light Syrup, Canned *Bulk	6/#10 can	36,252	0	36,252
100220	Peaches, Diced, Extra Light Syrup, Canned *Bulk	6/#10 can	36,252	0	36,252

Shipping Location: (1112-0074) Peterson Farms Fresh Inc					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110149	Apples, For Processing	Bulk Pounds	44,300	0	44,300

Shipping Location: (0607-0083) S and F FOODS INC					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110244	Cheese, Mozzarella, Low Moisture Part Skim, Chilled	Processor Pack	14,880	0	14,880

Shipping Location: (0405-0087) Schwans Food Service Inc					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100418	Flour, Bakers Hard Wheat, Unbleached	Bulk Pounds	43,740	0	43,740

Commodity Perpetual Inventory

Exhibit H - USDA Foods

Recipient Agency Name: Leon County Sch Board-37

School Year: 2025 - 2026

Program: NSLP

Shipping Location: (0405-0087) Schwans Food Service Inc					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110244	Cheese, Mozzarella, Low Moisture Part Skim, Chilled	Processor Pack	19,670	0	19,670

Shipping Location: (0910-0096) TASTY BRANDS LLC					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110242	Cheese, Natural American, Barrel, Chilled	500 lb Barrel	19,791	0	19,791

Shipping Location: (1415-0080) Rich Chicks					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100103D	Chicken, Large Birds, Chilled	Bulk Pounds	1	0	1
100103W	Chicken, Large Birds, Chilled	Bulk Pounds	23,997	0	23,997

Shipping Location: (0607-0033) DON LEE FARMS					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100154	Beef, Coarse Ground, 100%, Frozen	60 lb case	32,500	0	32,500

Shipping Location: (1415-0091) JM SMUCKER CO LLC					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
110700	Peanuts, Raw, Shelled	44,000 pounds bulk	7,300	0	7,300

Shipping Location: (0506-0048) INTEGRATED FOODS					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100154	Beef, Coarse Ground, 100%, Frozen	60 lb case	15,000	0	15,000

Shipping Location: (0506-0046) HOUSE OF RAEFORD FARMS INC					
Item#	Item Description	Unit of Measure	Quantity On Hand	Quantity On Order	Projected Quantity
100103D	Chicken, Large Birds, Chilled	Bulk Pounds	1	0	1
100103W	Chicken, Large Birds, Chilled	Bulk Pounds	20,997	0	20,997

Report Selections

Shipping Location: All

Item: All

PAL Balances

Exhibit H - USDA Foods

School Year: 2025 - 2026
Program: NSLP

Recipient Agency: (4002709) Leon County Sch Board-37

Transaction Type	Description	Amount	Balance
Beginning Balance	PAL Fund	\$1,153,052.35	\$1,153,052.35
Order Adjustments	(Orders: 1090) School Year 2025-2026 Main Catalog: Direct Delivery	(\$94,686.88)	\$1,058,365.48
Order Adjustments	(Orders: 1091) School Year 2025-2026 Main Catalog: Processing	(\$407,314.23)	\$651,051.25
Imported Orders	Orders Imported from WBSCM on 04/17/2025	(\$57,264.68)	\$593,786.57
Miscellaneous Receipts	Manual and Non-Catalog Receipts	(\$63,815.55)	\$529,971.02
Receipts	(Receipts: 1090) School Year 2025-2026 Main Catalog: Direct Delivery	(\$121,997.57)	\$407,973.46
Receipts	(Receipts: 1091) School Year 2025-2026 Main Catalog: Processing	(\$522,810.83)	(\$114,837.37)

Exhibit I

Index of Regulatory Citations Applicable to Food Service Management Company Contracts

7 CFR Part 210—National School Lunch Program

210.8 (a)	SFA monitoring responsibilities
210.9 (b)	Annual Agreement:
210.9 (b) (7)	Determination of F/RP eligibility by SFAs
210.9(b) (17) & (19)	Record retention requirements
210.11	Competitive food services
210.13	Facilities management
210.16 (a)	SFA contract parameters with FSMC. Conditions required of the SFA/SA:
210.16 (a) (1)	Adhere to procurement standards
210.16 (a) (2)	Operation is in conformance with agreement
210.16 (a) (3)	Periodic on-site visits
210.16 (a) (4)	Control quality of meals/food service and prices (SFA retains control)
210.16 (a) (5)	Signature authority (SFA retains control)
210.16 (a) (6)	Appropriate use of USDA foods
210.16 (a) (7)	Health certification
210.16 (a) (8)	Advisory board
210.16 (a) (9)	SFA must incorporate all SA changes to its solicitation prior to issuing the documents
210.16 (a) (10)	SA has reviewed and approved the contract terms and conditions and all changes to the contract prior to the contract being executed.
210.16 (b)	Invitation to bid
210.16 (b) (1)	Twenty-one day cycle menu
210.16 (b) (2)	Nonperformance
210.16 (c)	Contract provisions allowing "cost-plus-a-percentage-of-cost" and "cost-plus-a-percentage-of-income" prohibited. Other requirements of the contract to include:
	210.16 (c) (1) FSMC shall maintain records to support SFA's claim for reimbursement
210.16 (c) (2)	FSMC health certification for any facility used to prepare food outside of school
210.16 (c) (3)	Nonpayment conditions (spoiled or unwholesome foods, etc.)
210.16 (d)	Duration of contract
210.21	Procurement

7 CFR Part 215—School Milk Program

7 CFR Part 220—School Breakfast Program

7 CFR Part 245—Determining F/RP Eligibility

245.5	Public announcement
245.6	F/RP applications
245.6a	Verification
245.7	Hearings
245.10	F/RP Policy Statement

7 CFR Part 250—USDA Foods

250.12 (b) (4)	Restitution for USDA foods in connection with claims
250.12 (c)	FSMC responsibility for use of USDA foods
250.13 (e)	Improper distribution, loss of or damage to USDA foods
250.23	Buy American
250.50 (a)	Use of Donated Foods
250.51 (a, b & c)	Crediting and Value of Donated Foods
250.52 (a & b)	Storage and Inventory of Donated Foods
250.53 (c)	Substitution of Ground Beef and Pork

Exhibit J
Sales Report By Item
2024-2025

Item	Free	Reduced	Paid	Second Meal	Total Count	Cash	Debit	Total Amount
A La Carte Lunch Entree	143	12	695	0	850	\$ 65.50	\$ 2,474.00	\$ 2,539.50
Birthday Cake Cone	1788	181	3219	0	5188	\$ 267.75	\$ 7,514.25	\$ 7,782.00
Birthday Sandwich	1460	177	3502	0	5139	\$ 230.00	\$ 7,478.50	\$ 7,708.50
Brookee	0	0	1	0	1	\$ -	\$ 1.00	\$ 1.00
Brownie	1	0	1	0	2	\$ -	\$ 2.00	\$ 2.00
CEP Lunch	0	0	0	47	47	\$ 12.00	\$ 128.75	\$ 140.75
Cherry Coke Zero	422	40	1343	0	1805	\$ 456.25	\$ 2,702.50	\$ 3,158.75
Chex Cheddar	9	0	38	0	47	\$ 7.25	\$ 51.50	\$ 58.75
Chex Cheddar M	8	0	75	0	83	\$ -	\$ 103.75	\$ 103.75
Chocolate Chip Cookie	2024	206	4421	0	6651	\$ 1,643.75	\$ 5,007.25	\$ 6,651.00
Chocolate Chip Cookie M	283	23	730	0	1036	\$ -	\$ 1,036.00	\$ 1,036.00
Cinnamon Crisp	21	3	14	0	38	\$ 4.00	\$ 34.00	\$ 38.00
Coke Zero	810	95	1946	0	2851	\$ 741.05	\$ 4,248.20	\$ 4,989.25
Cold Brew Coffee	53	3	445	0	501	\$ 8.00	\$ 493.00	\$ 501.00
Cookies & Cream Cone	1758	223	3190	0	5171	\$ 178.50	\$ 7,578.00	\$ 7,756.50
Cookies & Cream Sandwich	453	49	989	0	1491	\$ 244.75	\$ 1,991.75	\$ 2,236.50
Courtesy Lunch	124	286	7678	0	8088	\$ -	\$ -	\$ -
Doritos Cool Ranch	1037	125	2175	0	3337	\$ 494.00	\$ 2,843.00	\$ 3,337.00
Doritos White Nacho Cheese	169	10	207	0	386	\$ 112.55	\$ 273.45	\$ 386.00
Dr. Pepper Zero	574	44	2228	0	2846	\$ 507.25	\$ 4,473.25	\$ 4,980.50
Fanta Orange Zero	983	127	1854	0	2964	\$ 952.25	\$ 4,234.75	\$ 5,187.00
Fantastix Chili	214	28	624	0	866	\$ 61.50	\$ 804.50	\$ 866.00
Flamin Hot Cheetos	3048	320	4862	0	8230	\$ 959.00	\$ 7,271.00	\$ 8,230.00
Funyun Baked	722	78	1461	0	2261	\$ 328.10	\$ 1,932.90	\$ 2,261.00
Lunch Meal	55495	7578	86212	2233	151518	\$ 1,816.43	\$ 265,119.97	\$ 266,936.40
M&B Juice Carton	383	8	151	0	542	\$ 5.00	\$ 266.00	\$ 271.00
Manual Sale Alacarte	0	0	1	0	1	\$ -	\$ 2.25	\$ 2.25
Milk Carton	107	23	378	0	508	\$ 1.50	\$ 252.50	\$ 254.00
MM Apple Juice	565	97	1299	0	1961	\$ 625.65	\$ 2,806.10	\$ 3,431.75
MM Apple Juice M	1253	202	2830	0	4285	\$ 11.25	\$ 7,487.50	\$ 7,498.75
MM Mixed Berry Juice	125	28	295	0	448	\$ 191.25	\$ 592.75	\$ 784.00
MM Mixed Berry Juice M	825	108	1451	0	2384	\$ 8.00	\$ 4,164.00	\$ 4,172.00
MM Orange Juice	117	12	179	0	308	\$ 87.13	\$ 451.87	\$ 539.00
MM Orange Juice M	405	81	1265	0	1751	\$ -	\$ 3,064.25	\$ 3,064.25
Mochi	3	0	14	0	17	\$ -	\$ 21.25	\$ 21.25
Muffin Blueberry	76	2	298	0	376	\$ 61.75	\$ 502.25	\$ 564.00
Muffin Blueberry M	6	0	8	0	14	\$ -	\$ 21.00	\$ 21.00
PowerAde Zero Fruit Punch	279	25	514	0	818	\$ 196.50	\$ 1,235.00	\$ 1,431.50
PowerAde Zero Grape	140	22	617	0	779	\$ 74.00	\$ 1,289.25	\$ 1,363.25
PowerAde Zero Mixed Berry	255	21	453	0	729	\$ 110.75	\$ 1,165.00	\$ 1,275.75
Pretzel - Hot	1	0	6	0	7	\$ -	\$ 7.00	\$ 7.00
Rice Krispie M	1315	424	4276	0	6015	\$ 4.00	\$ 9,018.50	\$ 9,022.50
Rice Krispies	1141	166	3223	0	4530	\$ 1,060.00	\$ 5,735.00	\$ 6,795.00
Side Fruit/Vegetable	51	21	122	0	194	\$ 1.50	\$ 144.00	\$ 145.50
Sprite Zero	1134	103	1716	0	2953	\$ 1,159.20	\$ 4,008.55	\$ 5,167.75
Strawberry Shortcake Bar	828	157	1657	0	2642	\$ 93.75	\$ 3,869.25	\$ 3,963.00
Strawberry Yogurt - M&B	0	1	59	0	60	\$ 2.25	\$ 42.75	\$ 45.00
Sugar Cookie	2367	325	5463	0	8155	\$ 1,646.35	\$ 6,508.65	\$ 8,155.00
Sugar Cookie M	354	22	476	0	852	\$ -	\$ 852.00	\$ 852.00
Topo Chico Blueberry	25	5	59	0	89	\$ 7.00	\$ 148.75	\$ 155.75
Topo Chico Lime	14	1	47	0	62	\$ 1.50	\$ 103.75	\$ 105.25
Topo Chico Tangerine	15	1	38	0	54	\$ 5.25	\$ 88.50	\$ 93.75
Vanilla Cup	11	3	58	0	72	\$ -	\$ 108.00	\$ 108.00
Water Bottled 16 oz	603	85	1473	0	2161	\$ 166.76	\$ 1,453.99	\$ 1,620.75
Water Bottled 16 oz M	599	139	1682	0	2420	\$ -	\$ 1,815.00	\$ 1,815.00
Grand Total	84596	11690	158018	2280	256584	\$ 14,610.22	\$ 385,021.93	\$ 399,632.15

Exhibit K
Coca-Cola United Contract

Leon County Schools has an exclusive beverage agreement with Coca Cola, United. This contract award is available on the LCS website at the below link:

[Coca-Cola United Beverage ITB](#)

SMART SNACKS REFERENCE SHEET > FOODS

The Smart Snacks in School Standards require all foods sold on the "school campus" during the "school day" to meet standards for fat, saturated fat, trans fat, sugar and sodium while promoting products that have whole grains, low-fat dairy, fruits, vegetables or protein food (meat/meat alternate=M/MA) as their main ingredient. Includes foods sold by school food service, clubs, etc.

Review the following steps to determine if a planned food/beverage item meets the Smart Snacks Standards.

STEP 1: Does the item meet ONE of the following exceptions?

- **Fresh fruits and vegetables**
- **Canned or frozen fruit** (packed in water, 100% juice or light or extra light syrup)
- **Canned and frozen prepared vegetables**
- **NSLP/SBP entrée items* sold á la carte on day of OR day after service in NSLP/SBP**

*Entrée item = a combination M/MA and WG/WGR food; a combination fruit/vegetable and M/MA food; a M/MA food alone other than yogurt, cheese, seeds and nuts, or meat snacks; a WG or WGR food alone when served as a breakfast entrée.

WG=Whole Grain; WGR=Whole Grain-rich

YES - Item meets Smart Snack Standards – no need to evaluate further

NO - Proceed to Step 2

STEP 2: Does the item meet ONE of the General Standards?

- **Whole grain-rich grain product**
Must be 50% or more whole grains by weight or first ingredient must be whole grain; if water is listed first, whole grain must be first dry ingredient.
- **First ingredient is a fruit*/vegetable/dairy product or M/MA**
(*Excludes concentrated fruit juice or puree as these are considered added sugar.)
- **Combination food that contains at least ¼ cup of fruit and/or vegetable**
Combination food: Food that contains two or more components representing two or more food groups. Two food group items packaged together can be considered a combination food.

YES - Proceed to Step 3

NO - Item does **not** meet Smart Snack Standards

STEP 3: Does the item meet ALL of the Nutrient Standards?

EXCEPTIONS			
	Entree	Snack	NSLP/SBP entrée items* sold á la carte on day of or day after service in NSLP/SBP
Calories	≤ 350	≤ 200	No exceptions
Sodium	≤ 480	≤ 200	No exceptions
Total Fat	≤ 35% of calories		• Reduced fat cheeses (includes part-skim mozzarella) • Nuts, seeds and nut/seed butters • Items consisting of only dried fruit with nuts/seeds (without added fat or nutritive sweeteners) • Seafood (no added fat)
Saturated Fat	< 10% of calories		• Reduced fat cheeses (includes part-skim mozzarella) • Nuts, seeds and nut/seed butters • Items consisting of only dried fruit with nuts/seeds (without added fat or nutritive sweeteners)
Trans Fat	< 0.5 grams		No exceptions
Sugar	≤ 35% (of weight from total sugars)		• Dried whole fruits or vegetables and dehydrated fruits or vegetables (without added nutritive sweeteners) • Dried whole fruits or vegetables and dehydrated fruits or vegetables with nutritive sweeteners that are required for processing and/or palatability (i.e., cranberries or tart cherries) • Items consisting of only dried fruit with nuts/seeds (without added fat or nutritive sweeteners)
YES - Item meets Smart Snack Standards – no need to evaluate further		NO - Item does not meet Smart Snack Standards	

To calculate the percentage of calories from fat
(choose either method – each method may provide slightly different results)

Using the Calories from fat

$$\frac{\text{calories from fat}}{\text{total calories}} \times 100$$
OR
Using the Grams of fat

$$\frac{\text{grams of fat} \times 9}{\text{total calories}} \times 100$$

Nutrition Facts

Serving Size	
Servings Per Container	
Amount Per Serving	
Calories	Calories from Fat
Total Fat	
Saturated Fat	
Cholesterol	
Sodium	
Total Carbohydrate	
Dietary Fiber	
Sugar	
Protein	
Vitamin A	Vitamin C
Calcium	Iron

To calculate the percentage of calories from Saturated fat

$$\frac{\text{grams of saturated fat} \times 9}{\text{total calories}} \times 100$$

To calculate the percentage of sugar by weight

$$\frac{\text{grams of sugar}}{\text{total weight of food in grams}} \times 100$$

Online Smart Snacks Product Calculator:
foodplanner.healthiergeneration.org/calculator

SMART SNACKS REFERENCE SHEET > BEVERAGES

Beverage Standards

Beverages	Elementary School*	Middle School*	High School**
Water (plain or plain carbonated)	No size limit	No size limit	No size limit
Low fat Milk (unflavored)	≤ 8 fl oz	≤ 12 fl oz	≤ 12 fl oz
Fat Free Milk (flavored or unflavored)	≤ 8 fl oz	≤ 12 fl oz	≤ 12 fl oz
100% fruit/vegetable juice	≤ 8 fl oz	≤ 12 fl oz	≤ 12 fl oz
100% fruit/vegetable juice diluted with water (with or without carbonation, no added sweeteners)	≤ 8 fl oz	≤ 12 fl oz	≤ 12 fl oz
Other flavored and/or carbonated beverages (containing ≤ 5 calories/8 oz or ≤ 10 calories/20 oz)	Not allowed	Not allowed	≤ 20 fl oz
Other flavored and/or carbonated beverages (containing ≤ 40 calories/8 oz or ≤ 60 calories/12 oz)	Not allowed	Not allowed	≤ 12 fl oz

* Must be caffeine free (except trace amount of naturally occurring caffeine substances)

** May contain caffeine

COFFEE AND COFFEE DRINKS (High School Only)

Plain Coffee, Espresso or Tea is allowable.

Coffee/Tea with Accompaniments is allowed but must be sold together and meet calorie standards for "other flavored beverages" ≤ 5 calories/oz (12 oz or less)

Coffee "Drink"

- 1) Allowed when made from two allowable beverages/in allowed amounts (nothing added) (12 oz or less) For example:
 - Espresso + steamed nonfat flavored milk
 - Espresso + steamed low-fat unflavored milk
 - Espresso + steamed nonfat flavored milk + ice
- 2) When made with anything other than or in addition to allowable beverages, must meet "other flavored beverages" calorie standards of ≤ 5 calories/oz. (12 oz or less) For example:
 - 1 oz espresso + 1 oz sugar free syrup + 10 oz of non-fat milk
 - 1 oz espresso + 1 oz sugar free syrup + 6 oz of non-fat milk + 4 oz crushed ice

SMOOTHIES

Smoothies as a Food

- 1) Entrée: Contains M/MA and the first ingredient is one of the main food group categories and meets nutrient standards for an entrée. For example, yogurt + fruit + milk.
- 2) Snack: Does not contain a M/MA and the first ingredient is one of the main food group categories and it meets nutrient standards for a snack. For example, fruit + milk.

Smoothies as a Beverage

- 1) Allowed in limited portion sizes and made from allowable beverages. (8 oz or less elementary; 12 oz or less middle/high schools) For example:
 - 100% juice + nonfat flavored milk
 - 100% juice + low fat unflavored milk
 - 100% juice + nonfat unflavored milk + ice
- 2) When made with anything other than or in addition to allowable juice/milk, must meet "other flavored beverages" calorie standards of ≤ 5 calories/oz (12 oz or less) (High School Only)

FLORIDA-SPECIFIC COMPETITIVE FOODS RULE [5P-1.003(2)]

- Incorporated 7 CFR 210.11 (USDA Smart Snack Standards) by reference.
- A limited number of competitive food sales compliant with Smart Snack Standards are permitted 30 minutes after the last lunch period. Compliant and non-compliant food sales are allowed 30 minutes after the end of the school day as allowed in the School Wellness Policy.
- Ready-to-eat entrée foods from M/MA and grains (pizza, hamburger, etc.) can only be sold by the non-profit school food service program.
- As of 2015, each sponsor site must have a Healthy School Team in place to help with monitoring of any food-based fundraisers and to report on the school's Wellness Policy (42 U.S.C. 1758).

- Allows a limited number of in school food-based fundraisers to be exempt from Smart Snack Standards and the meat/grain entrée restriction.

School Type	Maximum Number of School Days to Conduct Exempted Fundraisers
Elementary Schools	5 days
Middle Schools/ Junior High Schools	10 days
Senior High Schools	15 days
Combination Schools	10 days



This institution is an equal opportunity provider.

Florida Department of Agriculture and Consumer Services

Exhibit M

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

Attrition Procedure

District employee attrition is inclusive of retirement, resignation, termination, job abandonment and forced resignation. Employees who are on vacation, sick leave, military leave, jury duty leave or leave of absence are not considered as part of District employee attrition. Employees are generally granted the right to return to the same or equivalent position regardless of the leave of absence being with or without pay, short term or long term absence. Any exceptions will be at the sole discretion of the District.

The Contractor will be compensated for a Contractor employee that replaces an attrited District employee (on a person for person basis), as set forth in this procedure. It shall be understood and agreed that if the Contractor does not replace the attrited District employee, then no reimbursement whatsoever is available to the Contractor. It shall also be understood and agreed that the District will only compensate the Contractor for the employee replacing the attrited District employee commencing as of date the Contractor's employee actually replaces the District employee (and the Contractor shall provide payroll verification to the District as part of the payroll reports). The District will compensate the Contractor for hourly wage rates including benefit loads as long as the position is occupied by a Contractor employee. The District shall prorate the calculated attrition amount for any period of time that the position is not occupied by a Contractor employee. The District and the Contractor shall complete an annual reconciliation of attrition after the end of each agreement year. For the fiscal year that the District employee is replaced by a Contractor employee, the Contractor will receive a direct payment from the District after the annual reconciliation is completed. In subsequent renewal periods, the attrition amount will be included in the renewal fixed meal rate. It will be subject to the escalation provisions in Section 2.3 Contract Provisions of the ITN regarding the 40% labor portion.

The Contractor shall provide employment verification acceptable to the District. Upon such time as all District employees have attrited, this Contract provision will be terminated and null and void.

Exhibit O - LCS Staffing

Site Location	Hire Date	Position Assignment Desc	Hours Per Day	Rate Per Hour
Apalachee	08/06/2024	Baker/Cook PT 3	7	\$ 17.51
Apalachee	05/01/2017	School Cafe. Mgr I PT 3	8	\$ 20.37
Astoria Park	08/25/2021	Food Service Assistant PT 3	4	\$ 16.29
Astoria Park	03/26/2013	Food Service Assistant PT 3	4	\$ 17.12
Astoria Park	05/09/2013	Baker/Cook PT 3	7	\$ 17.62
Astoria Park	10/23/2012	School Cafe. Mgr II PT 3	8	\$ 22.18
Bond	09/03/2019	Food Service Assistant PT 3	4	\$ 16.29
Bond	09/23/2010	Food Service Assistant PT 3	4	\$ 16.77
Bond	11/01/2002	Baker/Cook PT 3	7	\$ 17.93
Bond	08/28/2006	School Cafe. Mgr II PT 3	8	\$ 23.31
Buck Lake	09/04/2014	Food Service Assistant PT 3	4	\$ 16.59
Buck Lake	09/17/2018	Baker/Cook PT 3	7	\$ 17.32
Buck Lake	08/15/2005	School Cafe. Mgr II PT 3	8	\$ 23.20
Canopy Oaks	08/13/2025	Food Service Assistant PT 3	4	\$ 16.50
Canopy Oaks	04/07/2015	Food Service Assistant PT 3	4	\$ 16.59
Canopy Oaks	11/01/2002	Baker/Cook PT 3	7	\$ 17.93
Canopy Oaks	08/05/2025	School Cafe. Mgr I PT 3	8	\$ 19.80
Central Kitchen	08/28/2023	Food Service Assistant PT 3	4	\$ 16.00
Central Kitchen	08/13/2025	Baker/Cook PT 3	7	\$ 15.50
Central Kitchen	08/17/2015	Asst Mgr Schl Cafe PT 3	8	\$ 17.65
Chaires	02/20/2024	Food Service Assistant PT 3	4	\$ 16.00
Chaires	04/01/2013	Baker/Cook PT 3	7	\$ 17.27
Chaires	08/23/2017	School Cafe. Mgr II PT 3	8	\$ 21.25
Chiles	08/17/2015	Food Service Assistant PT 3	4	\$ 16.59
Chiles	08/04/2023	Food Service Assistant PT 3	4	\$ 16.30
Chiles	03/25/2014	Food Service Assistant PT 3	4	\$ 17.06
Chiles	02/11/1994	School Cafe. Mgr II PT 3	8	\$ 23.97
Cobb	08/15/2005	Food Service Assistant PT 3	4	\$ 17.25
Cobb	10/02/1996	School Cafe. Mgr II PT 3	8	\$ 23.20
Conley	10/11/2017	Food Service Assistant PT 3	4	\$ 16.47
Conley	10/14/2021	Food Service Assistant PT 3	4	\$ 16.17
Conley	09/29/2003	Food Service Assistant PT 3	6	\$ 17.72
Conley	10/06/2025	Baker/Cook PT 3	7	\$ 16.20
Conley	02/27/2014	School Cafe. Mgr II PT 3	8	\$ 21.77
Deerlake	08/05/2025	Food Service Assistant PT 3	4	\$ 15.00
Deerlake	11/10/2014	Baker/Cook PT 3	7	\$ 17.03
Deerlake	03/25/2014	School Cafe. Mgr I PT 3	8	\$ 19.71
Desoto Trail	08/05/2025	Food Service Assistant PT 3	4	\$ 15.00
Desoto Trail	08/27/2021	Baker/Cook PT 3	7	\$ 15.50
Desoto Trail	05/12/2014	School Cafe. Mgr I PT 3	8	\$ 21.19
Everhart	02/01/1995	School Cafe. Mgr I PT 3	8	\$ 20.79
Fairview	09/12/1994	Food Service Assistant PT 3	4	\$ 17.25
Fairview	08/18/2015	Food Service Assistant PT 3	4	\$ 16.17
Fairview	08/17/2015	Food Service Assistant PT 3	4	\$ 16.59
Fairview	01/19/2016	Baker/Cook PT 3	7	\$ 17.44
Fairview	11/21/1989	Asst Mgr Schl Cafe PT 3	8	\$ 19.20
Fairview	08/07/2013	School Cafe. Mgr II PT 3	8	\$ 22.53

Exhibit O - LCS Staffing

Ft. Braden	08/05/2025	Food Service Assistant PT 3	4	\$	15.00
Ft. Braden	08/06/2024	Food Service Assistant PT 3	4	\$	16.00
Ft. Braden	05/02/2016	Food Service Assistant PT 3	6	\$	16.53
Ft. Braden	12/02/2024	Baker/Cook PT 3	7	\$	15.50
Ft. Braden	02/28/2012	Asst Mgr Schl Cafe PT 3	8	\$	18.88
Ft. Braden	10/08/1997	School Cafe. Mgr II PT 3	8	\$	22.79
Ghazvini	10/10/2013	Food Service Assistant PT 3	6	\$	16.71
Gilchrist	03/19/2024	Baker/Cook PT 3	7	\$	18.05
Gilchrist	04/01/2022	School Cafe. Mgr II PT 3	8	\$	21.41
Godby	08/22/2016	Food Service Assistant PT 3	4	\$	16.53
Godby	11/16/2015	Food Service Assistant PT 3	4	\$	15.90
Godby	08/05/2025	Baker/Cook PT 3	7	\$	15.50
Godby	01/07/2008	Baker/Cook PT 3	7	\$	16.43
Godby	05/01/2003	School Cafe. Mgr I PT 3	8	\$	20.37
Godby	04/10/2013	Asst Mgr Schl Cafe PT 3	8	\$	19.59
Gretchen Everhart	09/29/2021	Food Service Assistant PT 3	4	\$	16.29
Griffin	08/05/2025	Food Service Assistant PT 3	4	\$	15.90
Griffin	03/12/2012	Food Service Assistant PT 3	4	\$	18.27
Griffin	08/15/2016	School Cafe. Mgr I PT 3	8	\$	19.28
Hartsfield	03/11/1996	Baker/Cook PT 3	7	\$	17.78
Hartsfield	02/11/1993	School Cafe. Mgr II PT 3	8	\$	22.36
Hartsfield	09/11/2007	Asst Mgr Schl Cafe PT 3	8	\$	18.48
Hawks Rise	10/09/2014	Food Service Assistant PT 3	4	\$	16.71
Hawks Rise	08/05/2025	Baker/Cook PT 3	7	\$	15.50
Hawks Rise	03/19/2025	Asst Mgr Schl Cafe PT 3	8	\$	17.05
Hawks Rise	09/03/2013	School Cafe. Mgr II PT 3	8	\$	22.18
Kate Sullivan	08/21/2013	Food Service Assistant PT 3	4	\$	17.50
Kate Sullivan	05/09/2023	Food Service Assistant PT 3	4	\$	16.00
Kate Sullivan	11/15/2004	Food Service Assistant PT 3	4	\$	17.31
Kate Sullivan	08/06/2024	Baker/Cook PT 3	7	\$	16.85
Kate Sullivan	08/19/2013	School Cafe. Mgr II PT 3	8	\$	21.65
Killearn Lakes	02/14/2024	Food Service Assistant PT 3	4	\$	15.84
Killearn Lakes	01/12/2009	Food Service Assistant PT 3	4	\$	17.07
Killearn Lakes	08/12/2025	Baker/Cook PT 3	7	\$	15.50
Killearn Lakes	05/21/2024	School Cafe. Mgr I PT 3	8	\$	19.72
Leon	09/21/2018	Food Service Assistant PT 3	4	\$	16.00
Leon	08/15/2005	Food Service Assistant PT 3	4	\$	17.25
Leon	11/09/1988	Baker/Cook PT 3	7	\$	19.93
Leon	01/25/1984	School Cafe. Mgr II PT 3	8	\$	27.00
Lincoln	05/15/2018	Food Service Assistant PT 3	4	\$	16.47
Lincoln	05/08/2023	Food Service Assistant PT 3	4	\$	16.00
Lincoln	08/15/2019	Baker/Cook PT 3	7	\$	16.12
Lincoln	08/08/2022	Asst Mgr Schl Cafe PT 3	8	\$	17.17
Lincoln	09/10/2012	School Cafe. Mgr II PT 3	8	\$	22.10
Montford	01/31/2017	Food Service Assistant PT 3	4	\$	16.17
Montford	11/01/2002	Food Service Assistant PT 3	4	\$	17.43
Montford	08/08/2024	Food Service Assistant PT 3	4	\$	16.00
Montford	06/07/2023	Baker/Cook PT 3	7	\$	16.50

Exhibit O - LCS Staffing

Montford	02/03/2023	School Cafe. Mgr I PT 3	8	\$	19.86
Nims	07/19/2022	Food Service Assistant PT 3	4	\$	15.00
Nims	03/05/2007	Food Service Assistant PT 3	4	\$	18.03
Nims	10/27/2021	Food Service Assistant PT 3	4	\$	16.00
Nims	08/12/2019	Food Service Assistant PT 3	4	\$	16.17
Nims	11/01/2021	Baker/Cook PT 3	7	\$	16.79
Oak Ridge	08/21/2013	Baker/Cook PT 3	7	\$	17.21
Oak Ridge	02/07/2013	School Cafe. Mgr II PT 3	8	\$	21.83
Oak Ridge	11/29/2011	Asst Mgr Schl Cafe PT 3	8	\$	18.72
Oakridge	05/01/2023	Food Service Assistant PT 3	4	\$	16.90
Oakridge	10/23/2012	Food Service Assistant PT 3	4	\$	17.50
Pineview	09/11/2014	Baker/Cook PT 3	7	\$	17.15
Pineview	09/25/2019	Food Service Assistant PT 3	7	\$	16.41
Pineview	01/08/2013	Asst Mgr Schl Cafe PT 3	8	\$	17.79
Pineview	11/01/2002	School Cafe. Mgr II PT 3	8	\$	26.64
Raa	08/14/2017	Food Service Assistant PT 3	4	\$	16.47
Raa	01/13/2016	Baker/Cook PT 3	7	\$	17.09
Raa	11/22/2002	School Cafe. Mgr II PT 3	8	\$	22.84
Rickards	08/06/2024	Food Service Assistant PT 3	4	\$	16.00
Rickards	08/21/2013	Food Service Assistant PT 3	4	\$	16.71
Rickards	11/22/2010	Baker/Cook PT 3	7	\$	17.45
Rickards	02/13/2012	School Cafe. Mgr II PT 3	8	\$	22.24
Riley	08/27/2009	Food Service Assistant PT 3	4	\$	16.77
Riley	08/13/2018	Food Service Assistant PT 3	4	\$	16.41
Riley	09/04/2013	Food Service Assistant PT 3	4	\$	16.71
Riley	10/02/2017	Food Service Assistant PT 3	6	\$	16.82
Riley	10/21/2019	Baker/Cook PT 3	7	\$	17.26
Riley	09/14/2015	School Cafe. Mgr II PT 3	8	\$	21.90
Roberts	08/12/2024	Food Service Assistant PT 3	2	\$	16.00
Roberts	11/01/2002	Food Service Assistant PT 3	4	\$	17.43
Roberts	08/06/2024	Baker/Cook PT 3	7	\$	16.50
Roberts	04/01/2019	School Cafe. Mgr II PT 3	8	\$	21.64
Ruediger	12/03/2015	Food Service Assistant PT 3	4	\$	16.59
Ruediger	03/03/2015	Food Service Assistant PT 3	4	\$	16.59
Ruediger	08/05/2025	Food Service Assistant PT 3	4	\$	15.00
Ruediger	01/30/2023	Baker/Cook PT 3	7	\$	18.05
Ruediger	08/23/1993	School Cafe. Mgr II PT 3	8	\$	24.00
Sabal Palm	02/20/2018	Baker/Cook PT 3	7	\$	17.03
Sabal Palm	08/18/2008	School Cafe. Mgr II PT 3	8	\$	22.13
Sail	10/20/2005	Baker/Cook PT 3	7	\$	17.75
Sail	12/03/2003	School Cafe. Mgr II PT 3	8	\$	23.13
Sealy	08/06/2024	Food Service Assistant PT 3	4	\$	16.00
Sealy	08/22/1994	Food Service Assistant PT 3	4	\$	15.00
Sealy	08/05/2025	Food Service Assistant PT 3	4	\$	15.00
Sealy	10/09/2015	School Cafe. Mgr I PT 3	8	\$	19.95
Springwood	03/05/2020	Food Service Assistant PT 3	4	\$	15.00
Springwood	10/01/2013	Food Service Assistant PT 3	4	\$	16.30
Springwood	08/04/2023	Baker/Cook PT 3	7	\$	18.40

Exhibit O - LCS Staffing

Springwood	08/22/1994	School Cafe. Mgr I PT 3	8	\$	23.49
Swift Creek	05/08/2023	Food Service Assistant PT 3	4	\$	16.00
Swift Creek	12/02/2013	Food Service Assistant PT 3	4	\$	16.71
Swift Creek	07/20/2016	Food Service Assistant PT 3	4	\$	16.59
Swift Creek	08/05/2025	Baker/Cook PT 3	7	\$	17.05
Swift Creek	08/04/2023	School Cafe. Mgr I PT 3	8	\$	19.86
Woodville	11/21/2002	Food Service Assistant PT 3	4	\$	17.43
Woodville	08/14/2024	Food Service Assistant PT 3	4	\$	16.00
Woodville	09/24/2015	Baker/Cook PT 3	7	\$	17.50
Woodville	08/05/2015	Asst Mgr Schl Cafe PT 3	8	\$	18.70
Woodville	04/02/2012	School Cafe. Mgr I PT 3	8	\$	19.83
WT Moore	05/02/2023	Food Service Assistant PT 3	4	\$	16.00
WT Moore	09/05/2023	Food Service Assistant PT 3	4	\$	15.00
WT Moore	04/02/2024	Baker/Cook PT 3	7	\$	16.50
WT Moore	03/25/2024	School Cafe. Mgr I PT 3	8	\$	19.00

Exhibit P – Sample Invoice

FSMC NAME

MONTH, YEAR INVOICE

SERVICES Leon County Schools
 Rendered to: 2331 W. Pensacola Street
 Tallahassee, FL 32304

BILL TO: Leon County Schools
 Attn: Food Service Director
 2331 W. Pensacola Street
 Tallahassee, FL 32304

MAKE CHECK PAYABLE TO:
 FSMC Name
 Address
 City, State, Zip

TERMS	CUSTOMER NO.	UNIT INVOICE	INVOICE DATE	INVOICE NO.
XX Days Due:				XXXX-2026-XX
DESCRIPTION	MEALS SERVED	MULTIPLIER	MEAL EQUIVALENTS	
Student Paid Lunch		X 1.00 =		
Student Free Lunch		X 1.00 =		
Student Reduced Lunch	_____	X 1.00 =		
TOTAL STUDENT REIMBURSABLE LUNCHES				
Full Paid Adult Lunches	_____	X =		
TOTAL ADULT LUNCHES				
Student Paid Breakfast		X =		
Student Free Breakfast		X =		
Student Reduced Breakfast	_____	X =		
TOTAL STUDENT REIMBURSABLE BREAKFASTS				
Afterschool Snacks	_____	X =		
TOTAL AFTER SCHOOL REIMBURSABLE SNACK				
A LA Carte Food Sales	_____	X =		
TOTAL A LA CARTE FOOD SALES				
TOTAL MEAL AND MEAL EQUIVALENTS				_____
(MONTH) 2026 MEALS AND MEAL EQUIVALENTS		X =		

Invoice Adjustment	_____
Site Monitoring	_____
USDA Commodities Received (MONTH, YEAR)	_____
USDA Commodities Received (MONTH, YEAR)	_____
USDA Commodities Received (MONTH, YEAR)	_____
USDA Commodities Received (MONTH, YEAR)	_____
Equipment Repair Credit (MONTH, YEAR)	_____
Equipment Repair Credit (MONTH, YEAR)	_____
Less Credit for District Labor & Benefits charged per 9 month bill	_____
Less Credit for District Other Costs charged for 9 month bill	_____
Unforeseen Cost Increases Deduction (MONTH, YEAR)	_____
TOTAL AMOUNT DUE:	

Exhibit Q

2025-2026 PERFORMANCE GUARANTEE OUTLINE

After the first two weeks (or after the first week of the Summer Food Service Program), the FSMC may be assessed the following for specific policy/procedural violations. More than one (1) guarantee amount may be assessed per incident, if applicable. These shall include, but not be limited to:

Action Assessment Amount	Per-Incident
Failure to comply with applicable USDA, FDACS, and/or LCS Policies and Regulations OR items detailed in the RFP and Proposal	First incident: \$500 Second Incident: \$750 Third and each subsequent incident: \$1000
Failure to provide certified or screened personnel	First incident: \$250 Second and each subsequent incident: \$500
Failure to provide the proper number of meals	\$200 meal
Menu substitutions made without SFA approval	\$200 per item
Improper menu serving sizes	\$200 per item
Failure to comply with menu taste testing requirements	\$500
Failure to conduct advisory boards as directed by the SFA	\$500
Failure to document and take corrective action regarding cash deposits	\$250 per incident
Failure to comply with required reports, records, and documentation	First incident: \$500 Second Incident: \$750 Third and each subsequent incident: \$1000
Interruption in school food service operations due to staffing	First incident: \$750 Second Incident: \$1000 Third: \$1250 Fourth and each subsequent incident: \$1500
Unprofessionalism/Uncooperative conduct of FSMC employees	First incident: \$250 Second and each subsequent incident: \$500
Unauthorized transport of food	\$500 per incident
MHE – Damage to District CK beyond normal wear and tear	Cost of repair plus \$750 per incident

- Damage amounts are at the discretion of the SFA within above ranges. The amounts above are for illustrative purposes and may be adjusted as the circumstances warrant.
- Attached are examples of specific occurrences that may be cause for performance guarantee assessment.

Exhibit Q

- The SFA shall be responsible to perform all contractual requirements as of Day 1 of the school year and Summer Food Service Program. Nothing contained herein shall be construed as a waiver of that absolute requirement.

PERFORMANCE GUARANTEE EXAMPLES

These shall include, but not be limited to:

1. SERVICE
 - a. Failure to provide proper meal service
 - b. Failure to operate a designated a la carte line
 - c. Untimely service due to meal delivery
 - d. Running out of food during meal service
 - e. Failure to prepare and serve food at the proper temperature
2. FSMC EMPLOYEE CONDUCT
 - a. Unprofessional conduct
 - b. Uncooperative with school officials or LCS Food Service Staff
 - c. Failure to follow proper food standard operating procedures to include HACCP
 - d. Worker not familiar with duties
 - e. Failure to be properly attired in company uniform
3. ADMINISTRATIVE
 - a. Improper documentation associated with meal service
 - b. Failure to operate forklifts or other MHE without proper certification
 - c. Failure to notify SFA of staff changes (management, food service workers, etc.)
 - d. Failure to notify SFA of visitors or travel of FSMC Management
 - e. Failure to adequately staff food service operations
 - f. Failure to attend required meetings
4. EQUIPMENT
 - a. Failure to clean per HACCP
 - b. Failure to notify SFA of equipment changes
 - c. Failure to repair equipment under the responsibility of the FSMC
 - d. Failure to notify the SFA of equipment degradations or failure

Exhibit R - Current_Minimum Staffing Levels

School Site	Enrollment	CEP	Position	Hours Per Day	District/Temp Employee
Apalachee (441)	466	Yes	Assistant Manager	8	LCS
Apalachee (441)			Baker/Cook	7	LCS
Apalachee (441)			FSA	4	TEMP
Apalachee (441)			FSA	4	TEMP Employee
Apalachee (441)			FSA	4	TEMP Employee
Astoria Park (401)	487	Yes	Manager II	8	LCS
Astoria Park (401)			Baker/Cook	7	LCS
Astoria Park (401)			FSA	4	LCS
Astoria Park (401)			FSA	4	LCS
Astoria Park (401)			FSA	4	TEMP Employee
Bond (1181)	657	Yes	Manager II	8	LCS
Bond (1181)			Assistant Manager	8	Vacant
Bond (1181)			Baker/Cook	7	LCS
Bond (1181)			FSA	4	LCS
Bond (1181)			FSA	4	TEMP Employee
Bond (1181)			FSA	4	TEMP Employee
Buck Lake (521)	708	Yes	Manager II	8	LCS
Buck Lake (521)			Baker/Cook	7	LCS
Buck Lake (521)			FSA	4	LCS
Buck Lake (521)			FSA	4	TEMP Employee
Buck Lake (521)			FSA	4	Vacant
Canopy Oaks (1161)	633	Yes	Manager I	8	LCS
Canopy Oaks (1161)			Baker/Cook	7	LCS
Canopy Oaks (1161)			FSA	4	LCS
Canopy Oaks (1161)			FSA	4	LCS
Canopy Oaks (1161)			FSA	4	TEMP Employee
Central Kitchen (9612)	300		Manager II	8	LCS
Central Kitchen (9612)			Baker/Cook	7	LCS
Central Kitchen (9612)			FSA	4	TEMP Employee
Central Kitchen (9612)			FSA	4	TEMP Employee
Central Kitchen (9612)			FSA	4	TEMP Employee
Central Kitchen (9612)			Driver	8	LCS
Central Kitchen (9612)			Driver	8	LCS
Central Kitchen (9612)					
Chaires (491)	480	Yes	Manager II	8	LCS
Chaires (491)			Baker/Cook	7	LCS
Chaires (491)			FSA	4	LCS
Chaires (491)			FSA	4	TEMP Employee
Chaires (491)			FSA	4	TEMP Employee
Chiles (1141)	1860	No	Manager II	8	LCS
Chiles (1141)			Baker/Cook	7	LCS

Chiles (1141)			FSA	4	LCS
Chiles (1141)			FSA	4	LCS
Chiles (1141)			FSA	4	LCS
Cobb (32)	663	Yes	Manager II	8	LCS
Cobb (32)			Baker/Cook	7	LCS
Cobb (32)			FSA	4	LCS
Cobb (32)			FSA	4	TEMP Employee
Conley (1202)	697	Yes	Manager II	8	LCS
Conley (1202)			Baker/Cook	7	TEMP Employee
Conley (1202)			FSA	4	LCS
Conley (1202)			FSA	4	LCS
Conley (1202)			FSA	4	LCS
Deerlake (531)	856	No	Manager II	8	LCS
Deerlake (531)			Baker/Cook	7	LCS
Deerlake (531)			FSA	4	LCS
Deerlake (531)			FSA	4	LCS
Deerlake (531)			FSA	4	TEMP Employee
DeSoto Trail (511)	666	Yes	Manager I	8	LCS
DeSoto Trail (511)			Baker/Cook	7	LCS
DeSoto Trail (511)			FSA	4	LCS
DeSoto Trail (511)			FSA	4	TEMP Employee
DeSoto Trail (511)			FSA	4	TEMP Employee
Everhart (411)	88	Yes	Manager I	8	LCS
Everhart (411)			FSA	4	LCS
Fairview (451)	728	Yes	Manager II	8	LCS
Fairview (451)			Assistant Manager	8	LCS
Fairview (451)			Baker/Cook	7	LCS
Fairview (451)			FSA	4	LCS
Fairview (451)			FSA	4	LCS
Fairview (451)			FSA	4	LCS
Ft. Braden (561)	663	Yes	Manager II	8	LCS
Ft. Braden (561)			Assistant Manager	8	LCS
Ft. Braden (561)			Baker/Cook	7	LCS
Ft. Braden (561)			FSA	4	LCS
Ft. Braden (561)			FSA	4	LCS
Ft. Braden (561)			FSA	4	LCS
Ghazvini (191)	199	No		6	LCS
Ghazvini (191)			FSA	4	LCS
Gilchrist (381)	859	Yes	Manager II	8	LCS
Gilchrist (381)			Baker/Cook	7	LCS
Gilchrist (381)			FSA	4	TEMP Employee
Gilchrist (381)			FSA	4	TEMP Employee

Gilchrist (381)			FSA	4	TEMP Employee
Godby (161)	1388	Yes	Manager I	8	LCS
Godby (161)			Assistant Manager	8	LCS
Godby (161)			Baker/Cook	7	LCS
Godby (161)			FSA	4	LCS
Godby (161)			FSA	4	LCS
Godby (161)			FSA	4	TEMP Employee
Godby (161)			FSA	4	TEMP Employee
Griffin (222)	478	Yes	Manager I	8	LCS
Griffin (222)			Baker/Cook	7	LCS
Griffin (222)			FSA	4	LCS
Griffin (222)			FSA	4	LCS
Griffin (222)			FSA	4	TEMP Employee
Hartsfield (41)	400	Yes	Manager II	8	LCS
Hartsfield (41)			Assistant Manager	8	LCS
Hartsfield (41)			Baker/Cook	7	LCS
Hartsfield (41)			FSA	4	TEMP Employee
Hartsfield (41)			FSA	4	TEMP Employee
Hawks Rise (1131)	765	Yes	Manager II	8	LCS
Hawks Rise (1131)			Assistant Manager	8	LCS
Hawks Rise (1131)			Baker/Cook	7	LCS
Hawks Rise (1131)			FSA	4	LCS
Killearn Lakes (481)	848	Yes	Manager I	8	LCS
Killearn Lakes (481)			Assistant Manager		LCS
Killearn Lakes (481)			Baker/Cook	7	TEMP Employee
Killearn Lakes (481)			FSA	4	LCS
Killearn Lakes (481)			FSA	4	LCS
Leon (21)	1725	Yes	Manager II	8	LCS
Leon (21)			Assistant Manager	8	Vacant
Leon (21)			Baker/Cook	7	LCS
Leon (21)			FSA	4	LCS
Leon (21)			FSA	4	LCS
Leon (21)			FSA	4	LCS
Leon (21)			FSA	4	TEMP Employee
Lincoln (1091)	1769	Yes	Manager II	8	LCS
Lincoln (1091)			Assistant Manager	8	LCS
Lincoln (1091)			Baker/Cook	7	LCS
Lincoln (1091)			FSA	4	TEMP Employee
Lincoln (1091)			FSA	4	TEMP Employee
Montford (1201)	1009	No	Manager i	8	LCS
Montford (1201)			Baker/Cook	7	LCS
Montford (1201)			FSA	4	LCS
Montford (1201)			FSA	4	LCS
Montford (1201)			FSA	4	LCS

Moore (421)	536	Yes	Manager I	8	LCS
Moore (421)			Baker/Cook	7	LCS
Moore (421)			FSA	4	LCS
Moore (421)			FSA	4	LCS
Moore (421)			FSA	4	Vacant
Nims (291)	632	Yes	Manager I	8	LCS
Nims (291)			Baker/Cook	7	LCS
Nims (291)			FSA	4	LCS
Nims (291)			FSA	4	LCS
Nims (291)			FSA	4	LCS
Nims (291)			FSA	4	LCS
OakRidge (171)	443	Yes	Manager II	8	LCS
OakRidge (171)			Assistant Manager	8	LCS
OakRidge (171)			Baker/Cook	7	LCS
OakRidge (171)			FSA	4	LCS
OakRidge (171)			FSA	4	LCS
Pineview (311)	479	Yes	Manager II	8	LCS
Pineview (311)			Assistant Manager	8	LCS
Pineview (311)			Baker/Cook	7	LCS
Pineview (311)			FSA	6	LCS
Pineview (311)			FSA	4	TEMP Employee
Raa (92)	912	Yes	Manager II	8	LCS
Raa (92)			Baker/Cook	7	TEMP Employee
Raa (92)			FSA	4	LCS
Raa (92)			FSA	4	LCS
Raa (92)			FSA	4	TEMP Employee
Rickards (51)	1688	Yes	Manager ii	8	LCS
Rickards (51)			Assistant Manager	8	Vacant
Rickards (51)			Baker/Cook	7	LCS
Rickards (51)			FSA	4	LCS
Rickards (51)			FSA	4	LCS
Rickards (51)			FSA	4	TEMP Employee
Rickards (51)			FSA	4	TEMP Employee
Riley (231)	637	Yes	Manager I	8	LCS
Riley (231)			Baker/Cook	7	LCS
Riley (231)			FSA	4	LCS
Riley (231)			FSA	4	LCS
Riley (231)			FSA	4	LCS

Riley (231)			FSA	4	LCS
Roberts (1171)	830	Yes	Manager II	8	LCS
Roberts (1171)			Baker/Cook	7	LCS
Roberts (1171)			FSA	4	LCS
Roberts (1171)			FSA	2	LCS
Roberts (1171)			FSA	4	TEMP Employee
Ruediger (91)	507	Yes	Manager II	8	LCS
Ruediger (91)			Baker/Cook	7	LCS
Ruediger (91)			FSA	4	LCS
Ruediger (91)			FSA	4	LCS
Ruediger (91)			FSA	4	LCS
Sabal Palm (71)	453	Yes	Manager II	8	LCS
Sabal Palm (71)			Baker/Cook	7	LCS
Sabal Palm (71)			FSA	4	TEMP Employee
Sabal Palm (71)			FSA	4	TEMP Employee
Sabal Palm (71)			FSA	4	TEMP Employee
Sail (204)	342	Yes	Manager II	8	LCS
Sail (204)			Baker/Cook	7	LCS
Sail (204)			FSA	4	TEMP Employee
Sealey (431)	383	Yes	Manager II	8	LCS
Sealey (431)			Baker/Cook	7	TEMP Employee
Sealey (431)			FSA	4	LCS
Sealey (431)			FSA	4	LCS
Sealey (431)			FSA	4	LCS
Springwood (501)	446	Yes	Manager I	8	LCS
Springwood (501)			Baker/Cook	7	LCS
Springwood (501)			FSA	4	LCS
Springwood (501)			FSA	4	TEMP Employee
Sullivan (31)	715	Yes	Manager I	8	LCS
Sullivan (31)			Baker/Cook	7	LCS
Sullivan (31)			FSA	4	LCS
Sullivan (31)			FSA	4	LCS
Sullivan (31)			FSA	4	LCS
Swiftcreek (1151)	787	No	Manager I	8	LCS
Swiftcreek (1151)			Baker/Cook	7	LCS
Swiftcreek (1151)			FSA	4	LCS
Swiftcreek (1151)			FSA	4	LCS
Swiftcreek (1151)			FSA	4	LCS
Woodville (131)	455	Yes	Manager I	8	LCS
Woodville (131)			Assistant Manager	8	LCS
Woodville (131)			Baker/Cook	7	LCS
Woodville (131)			FSA	4	LCS
Woodville (131)			FSA	4	LCS

Exhibit S

REQUIRED MENU TYPES

1. Pre-K Breakfast
2. Pre-K Lunch
3. K-8 Breakfast
4. K-8 Breakfast on the Go
5. K-8 Lunch
6. K-8 Supper
7. Elementary Breakfast
8. Elementary Lunch
9. Elementary Peanut-Aware Lunch
10. Middle School Breakfast
11. Middle School Lunch
12. Middle School Peanut-Aware Lunch
13. Middle School Lunch on the Go
14. High School Breakfast
15. High School Breakfast on the Go
16. High School Lunch
17. High School Peanut-Aware Lunch
18. High School Lunch on the Go
19. Pre-K After School Snack
20. Elementary After School Snack
21. A La Carte – Middle School
22. A La Carte – High School
23. Texture Modified Breakfast (K-8) – Pureed
24. Texture Modified Lunch (K-8) - Pureed
25. Texture Modified Breakfast (K-8) – Mechanical Soft
26. Texture Modified Lunch (K-8) – Mechanical Soft
27. Texture Modified Breakfast (9-12) – Pureed
28. Texture Modified Lunch (9-12) - Pureed
29. Texture Modified Breakfast (9-12) – Mechanical Soft
30. Texture Modified Lunch (9-12) – Mechanical Soft
31. Summer Breakfast
32. Summer Lunch

****MENUS MAY REQUIRE MODIFICATION TO ACCOMODATE STUDENT POPULATION AND/OR SERVING AREA****

Exhibit T
SCHOOL SITE FOOD SERVICE EQUIPMENT

All types of gas and electric ranges
All types of induction cook tops
All types of gas and electric tilt skillets/braising pans
All types of gas and electric convection ovens
All types of gas and electric convection steamers
All types of combi ovens
All types of therm and hold equipment
All types of warming cabinets
All types of pass thru warming cabinets
All types of pass thru refrigerators
All types of Walk-in coolers and freezers including panels, flooring, evaporators, and condensers
All types of reach-in refrigerators
All types of milk coolers
All types of open air coolers
All types of ice makers & Bins
All types of Hot/Cold cabinets
All serving lines and serving line components and parts
All types of prep tables
All types of portable AC condensing units
All types of pressure washing units and accessories
All kitchen hoods (annual cleaning only)
All types of dishwashers/power soak/produce soak type sinks
All types of food processors
All types of heat seal equipment
All types of knife sanitizers
All types of kettles
All types of merchandisers
All types of Air curtains
All types of mixers
All types of mobile food carts
All types of shelving/racks
All types of slicers
All types of microwaves