



**THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA**  
PURCHASING DEPARTMENT  
202-A NORTH HIGHWAY 85  
NICEVILLE, FL 32578

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## REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

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**ISSUE DATE:**

December 18, 2024

**PURCHASING CONTACT:**

Vince Windham (850) 833-5846

[windhamv@okaloosaschools.com](mailto:windhamv@okaloosaschools.com)

**RFP TITLE:**

Food Service Management Operations

**RFP NUMBER:**

RFP 25-01

**RFP OPENING DATE & TIME:**

February 21, 2025 2:00 P.M. CT

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**NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE & TIME WILL NOT BE CONSIDERED.**

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The School Board of Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School Board's Purchasing Office by the "RFP Opening Date & Time" referenced above. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School Board is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services or any electronic means used by the Proposer. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.

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**PROPOSAL ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE PROPOSER.**

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COMPANY NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EXT: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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**NON COLLUSION CERTIFICATION:** The proposer, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

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I agree to abide to all terms and conditions of this RFP and certify that I am authorized to sign this RFP for the proposer.

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE \_\_\_\_\_

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED PROPOSAL ENVELOPE TO IDENTIFY IT AS A "SEALED PROPOSAL". NEITHER FAXED NOR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE PROPOSAL WHERE REQUESTED.

**DELIVER TO:** THE SCHOOL BOARD OF OKALOOSA COUNTY, FL  
PURCHASING DEPARTMENT, RM #252  
202-A NORTH HIGHWAY 85  
NICEVILLE, FL 32578

**SEALED PROPOSAL      DO NOT OPEN**

SEALED RFP NO: RFP 25-01

RFP TITLE: Food Service Management Operations

DUE DATE/TIME: February 21, 2025, 2PM CT

SUBMITTED BY: \_\_\_\_\_  
NAME OF COMPANY



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**THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA**  
**Purchasing Department**  
**202-A North Highway 85**  
**Niceville, Florida 32578**

**REQUEST FOR PROPOSAL (RFP)**  
**FOOD SERVICE MANAGEMENT OPERATIONS**  
RFP NO: 25-01

RFP Issue Date: December 18, 2024  
Pre-Proposal Conference: January 14, 2025  
Deadline for Receipt of Written Questions: 2:00 p.m. (CT) January 21, 2025  
Deadline for Receipt of Proposals: 2:00 p.m. (CT) February 21, 2025

**NOTE:** The term “Proposer”, “Respondent”, “Vendor”, or “Contractor” as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Proposer is responsible for understanding and complying with the terms and conditions herein. The term the “District”, the “OCSB” or the “School Board” as used within this RFP refers to The School Board of Okaloosa County, Florida. The abbreviation “F.S.” as used within this RFP refers to Florida Statute.

**SECTION 1: GENERAL INSTRUCTIONS TO PROPOSERS**

**Purpose**

This solicitation is a Request for Proposal (“RFP”) for the operation of a school food service program for Okaloosa County School District, referred to herein as the School Food Authority (“SFA”). The commercial enterprise or nonprofit organization submitting a proposal is referred to as the Food Service Management Company (“FSMC”). Okaloosa County School District is a public school district located in Okaloosa County, Florida.

**About the District**

- The Okaloosa County School District Administrative office is located in Niceville, Florida.
- There are over 40 schools located throughout the District.
- The current K-12 student population is approximately 31,000 in Okaloosa County Schools. There are approximately 3,400 employees currently employed by the school district.
- The County measures 1,082.00 square miles, making it one of the larger counties in the state.
- Construction has begun on Pineview School, a new K-8 school in Crestview for approximately 1,200 students, which is planned to open in the fall of 2026.
- Additional District information is available at [www.okaloosaschools.com](http://www.okaloosaschools.com)

**Pre-Proposal Conference**

A pre-proposal conference for all potential offerors will be held on January 14, 2025, at 09:00 AM CT in the School District Central Administration Complex Training/Board Room located at 202-A Hwy 85N, Niceville, FL 32578. Due to the importance of all offerors having a clear understanding of the specifications and requirements, ATTENDANCE AT THIS MEETING IS HIGHLY RECOMMENDED FOR ALL VENDORS, WITH POINTS BEING AWARDED TO THE PROPOSAL SCORE OF THOSE IN ATTENDANCE. Attendance at the conference will be evidenced by the representative’s signature on the attendance roster. FSMCs will have the opportunity to ask questions relating to the food service program. Questions not addressed at the pre-proposal conference must be submitted in writing to the SFA. Written responses to all questions will be distributed in the form of a written addendum on or about January 28, 2025. All addenda issued to this RFP will also be posted to the [Florida Purchasing Group Bid System](#).

Each interested company will be limited to a maximum of three representatives at this conference. The conference will be recorded for future reference. Participants may receive a copy of the recording upon request. School Site visits will begin immediately after the conference.

## **Receipt of Proposals**

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Food Service Management Operations, RFP 25-01. Sealed proposals will be received until 2:00 p.m. (CT) on February 21, 2025 in the District's Purchasing Department located at 202-A Highway 85 North, Niceville, FL 32578. The official clock for the purpose of receiving proposals is located in the District's Purchasing Department. All proposals must be date and time stamped by the official clock. Proposals will be opened in the District's Purchasing Department after the deadline for receiving proposals. Any proposal received in the District's Purchasing Department after the deadline indicated above will be date and time stamped and will not be opened. It is the proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline. RFPs will be publicly opened. Only names of respondents will be read at this time. All RFP's submitted shall become public record upon an announcement of a recommended award or thirty days after the opening date, whichever occurs first.

## **Submission of Proposal**

Provide one manually signed original of the proposal, nine (9) exact copies, and one (1) electronic copy of the exact signed original on a USB Flash Drive in a searchable pdf format. The word "ORIGINAL" shall be plainly stated on the original proposal documents. All proposals may be submitted in one packet. Proposals must be sealed and clearly labeled on the outside of the package. A label is provided on page #2 of this RFP. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate. The cost of preparing and submitting proposal is the sole responsibility of the Proposer. Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the proposal. Responsibility for errors or omissions on the part of the respondents will not be assumed by the District. The required Proposal Acknowledgement Form (page 1) must be signed by an officer or agent of the proposing firm who is empowered to contractually bind the firm. Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School Board.

## **Anticipated Time Schedule**

The District will attempt to use the time schedule as indicated below. The dates and times are subject to change as conditions may dictate.

<b>Activity</b>	<b>Date</b>
Release/Posting of RFP	12/18/24
Pre-Proposal Conference	01/14/25, 9:00 a.m.CT
Visits to Schools by Interested Parties to Observe	01/14/25
Deadline for Questions / Requests for Information	01/21/25, 2:00 p.m. CT
Release of Official Response to Questions	01/28/25 (on or about)
Proposals Due – 2:00 P.M. Central Time	02/21/25, 2:00 p.m. CT
Evaluation Committee Meeting(s) time & loc. TBD	March 2025
Notice of Intent – Posting of Short List Finalists (If necessary)	March 2025
Finalists Oral Presentations (If necessary)	March/April 2025
Notice of Intent – Post Evaluation Committee's Recommendation / Final Rankings	March/April 2025
Evaluation Committee's Recommendation / Final Rankings Submitted to School Board for Approval	April 2025
Negotiation of Contract with Highest Ranked Proposer	April/May 2025
Contract Review at FDACS, Division of Food, Nutrition and Wellness	April/May 2025
Contract Submitted to School Board for Approval	June 2025
FSMC Management Begins	July 1, 2025

*NOTE: All times stated are Central Time (CT)*

### **District Contact/Inquiries**

This RFP is issued by the District. The District is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing, to:

Vince Windham, Program Director Purchasing  
The School Board of Okaloosa County, Florida  
Purchasing Department  
202-A North Highway 85  
Niceville, Florida 32578  
Phone: (850) 833-7668  
Email: [windhamv@okaloosaschools.com](mailto:windhamv@okaloosaschools.com)

Responses to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

### **Questions / Request for Information**

The deadline for submission of written questions is January 21, 2025, 2:00 p.m. (CT). After this date and time, no additional questions will be accepted. Written questions from potential proposers will be accepted by email addressed to the attention of Vince Windham, via the District contact information above. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the proposer at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. Prospective proposers shall not contact any member of the Okaloosa County School Board, the Superintendent, or District staff (other than the purchasing contact for this RFP) regarding this solicitation prior to posting of the final tabulation and award recommendation. Any such contact shall be cause for rejection of your proposal.

### **Official Responses - Addenda**

Interpretations of the RFP, clarification of RFP specifications and requirements or changes to the RFP which have a material effect will be documented and communicated to proposers *only by written addenda*. Verbal responses to proposers' questions do not constitute an official response unless documented in the form of written addenda and shall be considered *inadmissible* in bid protest proceedings. All such written addenda should be acknowledged by returning a copy of the signed addenda with your proposal as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your proposal. Any addenda issued to this RFP will be posted to the Florida Purchasing Group Bid System. To access the bid system, go to [www.bidnetdirect.com/florida](http://www.bidnetdirect.com/florida). Prior to submitting the proposal, it shall be the sole responsibility of each proposer to contact the District's Purchasing Department at (850) 833-7668 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the proposal.

On or about January 28, 2025 the District will issue responses to all questions timely received. The District will post the responses (as an addendum) to the Florida Purchasing Group Bid System (website where this RFP is posted), at [www.bidnetdirect.com/florida](http://www.bidnetdirect.com/florida).

## **SECTION 2: GENERAL TERMS AND CONDITIONS**

NOTE: The following general instructions (Section 2) may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all proposers are urged to review these instructions in detail before submitting their proposals. These are general instructions for RFP procedures only for The School Board of Okaloosa County, Florida, and can be superseded by Special Conditions and Specifications attached hereto or by Addendums.

1. **GENERAL:** Upon a RFP award, the terms and conditions of this RFP or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Pursuant to D.O.E. Regulation 6A1.012(6), and subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or

county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.

2. **PROPOSER'S RESPONSIBILITY:** Before submitting their proposal, each Proposer is required to carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve them of any of the obligations and responsibilities which are part of this RFP. All RFP notices and solicitations are posted to the Florida Purchasing Group Bid System website. To access the Florida Purchasing Group Bid System go to [www.bidnetdirect.com/florida](http://www.bidnetdirect.com/florida). It is the Proposer's responsibility to monitor the website to view current solicitation opportunities and supporting RFP documents such as addenda, tabulation sheets, notice of action and notice of award.
3. **RFP OPENING AND FORM:** RFP openings will be public on the date and time specified on the Proposer's Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals that arrive late due to the fault of U.S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, any other carrier of any sort or any electronic means are still considered late and shall not be accepted by the District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the proposals only, details concerning pricing or the offering will not be announced.
4. **PUBLIC RECORDS LAW:** Pursuant to Section 119.071(1) F.S., proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Proposers in response to this RFP will in accordance with Chapter 119, F.S., be open for inspection by any person except as may otherwise be provided by law.
5. **PUBLIC AGENCY CONTRACTS:** To the extent that Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:
  - a) Keep and maintain public records required by the School Board to perform the service.
  - b) Upon request from the School Board's custodian of public records, provide the School Board 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.
  - d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board 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 School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
  - e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS, ERIC MITCHELL, AT (850) 689-**



7184, OR [ERIC.MITCHELL@OKALOOSASCHOOLS.COM](mailto:ERIC.MITCHELL@OKALOOSASCHOOLS.COM), OR OKALOOSA COUNTY SCHOOL DISTRICT, 461 WEST SCHOOL AVENUE, CRESTVIEW, FL 32536.

- f) The Contractor acknowledges that the School Board cannot and will not provide legal advice or business advice to Contractor with respect to its obligations pursuant to this section related to public records. The Contractor further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice, and that he has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Contractor acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.
6. **CONFIDENTIAL, 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 Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent must also simultaneously provide the District with a separate redacted copy of its response. This redacted copy shall contain the District's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "redacted copy." The redacted copy shall be provided to the District at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to Respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with its response, the District is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.
7. **LAWS AND REGULATIONS:** Proposers will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Proposers agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.
8. **LICENSES AND PERMITS:** The Proposer shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the RFP specifications. The Proposer shall save and hold harmless the District as a result of any infraction of the aforementioned.
9. **ACCESS TO RECORDS AND RECORDS RETENTION:** The Proposer agrees that the District, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Proposer, Contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.



10. **WARRANTY:** In all cases, Proposer must submit a sample of actual factory written warranty guarantee; unless otherwise specified or in the absence of sample guarantee the Board will assume product is guaranteed for a minimum period of one year from date of installation and/or delivery. Maintenance and/or service agreements that take effect upon expiration of the warranty period and for which there will be separate charges, must be outlined in the quote and approved by the Board or its authorized agent in advance. Payment cannot be in advance; all payments will be in arrears. All products, equipment, merchandise and miscellaneous material bid and/or ordered must be the latest manufacturer's model and design. Immediate service and parts availability must be guaranteed for a minimum of five (5) years. Products not manufactured in the U.S.A. must be noted as foreign and state the country of origin. Failure to do so may subject the RFP to disqualification. Maintenance, repair service and local parts availability are also essential; therefore, Proposers on machinery, equipment and/or tools should furnish parts catalog and price list, as well as applicable repair manual. The Board reserves the right to delve into availability, efficiency, and quality of service before making final evaluation and decision. All plumbing components, i.e. fixtures, fittings, storage tanks and other related appurtenance shall be certified lead-free as defined in the Lead Contamination Control Act of 1988, Publication #L.100-572. All furniture, machinery, equipment and/or tools must comply with O.S.H.A, U.L., all safety regulations and other standards for educational use in public schools as required by the U.S. Government, State of Florida, Okaloosa County and/or local municipality. This includes various safety accessories and it is the Vendor's responsibility to meet the necessary requirements. All plastics, laminates, etc., must meet minimum N.E.M.A specifications. All products containing asbestos are prohibited.
11. **BRAND NAMES & SAMPLES:** Where a definite product is specified, it is not the intention of the School Board to discriminate against any approved equal product of another manufacturer, but is intended that a definite standard be established. The determination as to whether any alternate product or service is or is not equal shall be made by the School Board or its representative and such determination shall be final and binding on all Proposers. Alternates will be considered. Any deviations from the attached specifications must be explained in detail otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful Proposer will be held responsible therefore. This does not countermand any requests for submittals. When requested, samples, specification sheets, brochures, etc., will be furnished at the Proposer's expense, tagged and labeled with Proposer's name, item number and RFP number.
12. **ALTERNATIVE PROPOSALS:** Only one alternate per item number as close to specifications as possible will be allowed. If more than one alternate on an item is submitted, the RFP for that entire item number will not be considered.
13. **ITEM SUBSTITUTIONS:** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the Vendor's or manufacturer's inventory then the successful Proposer must provide written notification from the manufacturer that the item has been discontinued. The Vendor must file a written request with the District's Purchasing Department and be granted approval to substitute, in writing, before any substitution can be made. Request to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.
14. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Okaloosa County, Florida to a secure area or inside delivery. All prices, including total, must include any and all discounts. In the event of price discrepancy, unit price will prevail.
15. **TAX EXEMPT:** For contracts relating solely to the purchase of equipment, materials or supplies, no taxes shall be included in the proposal price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption #85-8012622245C-5 appears on the purchase order. For contracts relating to the purchase of construction services which include the Contractor providing equipment, materials or supplies, sales tax will be payable by the Contractor on

all such products purchased. The School Board sales tax exemption does not apply to construction contractors who are required to provide equipment, materials or supplies as part of their contract with the School Board. If the Contractor intends to recover sales tax from the School Board under the contract, all such amounts must be included in the proposal price.

16. **INVOICING:** The successful Proposer will be required to submit invoices that reference valid purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to The School Board of Okaloosa County, c/o Accounts Payable, 202-A North Highway 85, Niceville, Florida 32578. A separate invoice must be received for each purchase order number. It is the sole responsibility of the Vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this RFP shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders.
17. **PAYMENT:** The School Board will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the Vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and correspondence.
18. **ASSIGNMENTS:** Any contract or purchase order issued pursuant to this RFP, and any monies which may become due there under, are not assignable except with the written consent of The School Board or its agent. Any requests for assignment must be directed to the District's Purchasing Director in writing, stating the reason for the request and any other particulars germane to the proposition.
19. **TRANSPORTATION AND TITLE:** (A) Title to goods will pass to the District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Proposer retains the sole insurable interest in the goods. (B) The shipper will prepay all transportation charges. The District will not accept or collect freight charges. (C) No premium carriers will be used for the District's account without prior written consent of the District's Purchasing Director.
20. **CLAIMS RESPONSIBILITY:** It shall be the responsibility of the Contractor to file claims for damaged or defective merchandise. In the event of receipt of merchandise with concealed damage, Contractor will be immediately notified by phone with a follow-up letter within 24 hours of notification.
21. **PACKING:** All shipments will include an itemized list of each package's content, and reference the District's purchase order number. No charges will be allowed for cartage or packing unless agreed upon by the District prior to shipment.
22. **RISK OF LOSS:** The Proposer assumes the following risks: (A) all risks of loss or damage to all goods, works in process, materials and equipment until delivery thereof as herein provided; (B) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (C) all risks of loss or damage to any property received by the Proposer or held by the Proposer or its suppliers for the account of the School District, until such property has been delivered to the School District; (D) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Proposer until redelivery thereof to the School District.
23. **CONFLICT OF INTEREST:** Any award under this RFP is subject to the provisions of Chapter 112, F.S. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all Proposers must disclose the name of any

School Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

24. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Pursuant to the provisions of Section 287.133(2)(a) F.S., "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S. for Category 2 for a period of 36 months from the date of being placed on the convicted vendor list".
25. **SCRUTINIZED COMPANY LIST PURSUANT TO SECTIONS 287.135, 215.473, AND 215.4725, F.S.:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the District will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The District shall provide notice, in writing, to the Contractor of the District's determination concerning the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the District's determination of false certification was made in error then the District shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.
26. **PATENTS AND COPYRIGHTS:** Proposer agrees to indemnify and save harmless the District, its officers, employees, agents, or representatives using the goods specified herein for any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copyright by reason of the buying, selling or using the goods supplied under this proposal, and will assume the defense of any and all suits and will pay all costs and expenses related thereto including, but not limited to, attorney fees, court costs, and expert fees.
27. **PREFERENCE FOR A DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program in accordance with Section 287.087 F.S. In order to receive preference, a signed certification of compliance must be submitted with the RFP response.
28. **NOTICE TO CONTRACTOR:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 247A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
29. **E-VERIFY REQUIREMENTS:** Effective January 1, 2021 public and private employers, contractors and subcontractors must require registration with, and use of the U. S. Department of Homeland Security E-Verify System, <https://everify.uscis.gov>, in order to verify the work authorization status of all newly hired employees. By entering into this Agreement, the Provider becomes obligated to comply with the provisions of §448.095, *Florida Statutes*, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an

affidavit to Provider attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Provider agrees to maintain a copy of such affidavit for the duration of this Agreement and shall provide a copy to School Board upon request. Failure to comply with this paragraph shall constitute a default and material breach of this Agreement by Provider and will result in the termination of this Agreement as provided in §448.095, *Florida Statutes*, as amended, and Provider may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Provider will also be liable for any additional costs to School Board incurred as a result of the termination of this Agreement in accordance with this section.

30. **INSURANCE AND INDEMNIFICATION:** Contractor shall protect, defend, indemnify and hold the School Board, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to any awarded contract or Contractor's officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death, or damage is caused by the sole negligence of the School Board. The School Board shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School Board. The provisions of this section shall survive the expiration or earlier termination of any awarded contract. The Contractor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board, and will, at the request of the School Board, supply certificates evidencing such coverage and listing the School Board as "Additional Insured" on said policies.
31. **LEVEL 2 SCREENING REQUIREMENTS:** The following provisions which implement the requirements of Sections 1012.465, 1012.467 and 1012.468 F.S. shall be added as additional terms and conditions of any awarded contract. In accordance with Section 1012.465 F.S., all contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present; who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32 F.S., unless otherwise exempted from such requirements by Sections 1012.467 or 1012.468 F.S. A level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized School District agent trained to take fingerprints. The Contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Contractor and its employees. Any personnel of the Contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, F.S. (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or School sponsored activities when students are present, or to have access to School District funds. It is the responsibility of the Contractor to assure compliance with this requirement. Contractor agrees that in the event the Contractor or any employee is convicted of or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04 F.S., the Contractor will notify the School Board within 48 hours of such. The parties agree that the Contractor's failure to perform any of the duties described in this addendum will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this addendum or Sections 1012.32, 1012.465, 1012.467 and 1012.468 F.S. All contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting office for clearance onto school property. An orange badge signifies that a vendor has a Level 2 clearance with **full access**

to school property and is valid for five (5) years. A burgundy badge signifies that a vendor has **limited access** to school property and is valid for one (1) year. Contact the Okaloosa County School District Fingerprinting Office at (850) 833-5812 for additional information on screening and clearance procedures.

32. **CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY:** Contractor and Contractor's employees shall sign in at the office of the Principal at each school upon arrival and check out upon departure. Contractor and Contractor's employees shall abide by School Board Policies 6-25, "Drug Free Workplace Act of 1988", 11-20 "Tobacco-Free School District", and 6-11 "School Board Dress Code".

33. **TERMINATION OF CONTRACT:**

A. For Convenience:

The School Board, by written notice to the Contractor, may terminate the Contract in whole or in part when the School Board determines in its sole discretion that it is in the School Board's interest to do so. The District will notify the Contractor of the intent to terminate, in writing, at least thirty (30) days prior to the effective date of termination, and the contract will officially terminate at the end of the thirty (30) day grace period. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

B. For Cause:

The School Board shall have the right at any time and at all times to terminate the awarded Contract for cause, and it is agreed that the violation, by the awarded Vendor, of any covenant or provision contained in the Contract, or the failure or refusal of the awarded Vendor to abide by or carry out any covenants or provision of the Contract, shall be and constitute sufficient cause for which the School Board may terminate the Contract. In the event the School Board shall elect to terminate the Contract for cause, the School Board shall notify the awarded Vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to the School Board of Okaloosa County for immediate cancellation and removal from the District's bid list for duration of one (1) year, at the option of School Board officials. Upon cancellation, payment will be made to the awarded Vendor for services that have been satisfactorily rendered, as determined by the School Board, prior to the effective date of termination. The awarded Vendor shall have no further rights, and the School Board shall have no further obligation to the Vendor, pursuant to this Contract subsequent to the date that the Contract is terminated for cause as aforesaid by the School Board. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law.

C. For Non-Appropriation:

The School Board's performance and obligation to pay under this contract is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this contract. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this contract. If such funds are not appropriated or available for this contract and this contract is terminated, such action will not constitute a default by the School Board. Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by contractor prior to the termination notice.

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

35. **FORCE MAJEURE EVENT:** Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to confidentiality and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, epidemics, pandemic, earthquake, fire, flood, hurricanes, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility or telecommunications interruptions, or the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or any part of the term of the Agreement, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed party cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
36. **RFP RESULTS:** RFP tabulations with recommended awards will be posted for review by interested parties in the Purchasing Office located at 202-A North Highway 85, Niceville, Florida 32578 and will remain posted for a minimum of 72 hours preceding the Board meeting at which official action will be taken. RFP tabulations with recommended awards are also posted to the District's Purchasing website at [www.okaloosa.k12.fl.us/finance/PurchasingBids.aspx](http://www.okaloosa.k12.fl.us/finance/PurchasingBids.aspx) and the Florida Purchasing Group website at [www.bidnetdirect.com/florida](http://www.bidnetdirect.com/florida). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.
37. **PROTESTS:** All Proposers are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of the Board policy is posted in the District's Purchasing Department for review. Copies may also be obtained upon request. Failure to adhere to Board Policy 2-17(A)(13)(a), or failure to file a protest within the time prescribed in Section 120.57(3) F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
38. **PROPOSAL PREPARATION COSTS:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP.
39. **TERMS OF AGREEMENT:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
40. **EQUAL EMPLOYMENT OPPORTUNITY (41 CFR PART 60):** All Vendors, Contractors and Sub-Contractors must comply with the Executive Order 11246, entitled "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
41. **DAVIS-BACON ACT – AS AMENDED (40 U.S.C. 3141-3148):** All Vendors, Contractors and Sub-Contractors 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, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). (*Applies to all prime construction contracts in excess of \$2,000*).
42. **COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145):** All Vendors, Contractors and Subcontractors must comply with the Copeland "Anti-Kickback" Act as supplemented by Department

of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

43. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):**All Vendors, Contractors and Subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). *(Applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers).*
44. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR §401.2 (A)):**All Vendors, Contractors and Subcontractors must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
45. **CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387):**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 and subgrants of amounts in excess of \$150,000)*
46. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):**All Vendors, Contractors and Subcontractors must comply with (2 CFR 180.220) – A contract award must not be made to parties listed on the government wide exclusions in the System or Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
47. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):**All Vendors, Contractors and Subcontractors must comply with and file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. *(Applies to Contractors that apply or bid for an award exceeding \$100,000).*
48. **PROCUREMENT OF RECOVERED MATERIALS):**All Vendors, Contractors and Subcontractors 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 guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247. *(Applies 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).*
49. **ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201):**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.
50. **CIVIL RIGHTS (TITLE VI OF THE CIVIL RIGHTS ACT OF 1964):**All Vendors, Contractors and Subcontractors must comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction



113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.

**51. DISCOUNTS, REBATES & CREDITS:**

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

**52. PROHIBITION OF GRATUITIES:**

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

**53. ERRORS OR OMISSIONS:**

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

**54. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses 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). (i) 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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) 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. (b) 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. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.

**55. DOMESTIC PREFERENCES FOR PROCUREMENTS (2CFR 200.322):** 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. For purposes of this section: (1) "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. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. See § 200.322.

### **SECTION 3: SCOPE OF SERVICES**

#### **Okaloosa County School District is requesting proposals for the management of its Non-profit School Food Service Programs for the National School Lunch and Breakfast Programs.**

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

The FSMC shall provide additional food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The school or requesting organizations will be billed for the actual cost of food (no commodities shall be used for these functions), supplies and labor, and the FSMC's overhead and administrative expenses if applicable to providing such service. The labor costs are not to be double billed for program meals and special function meals. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, and grants shall be credited to the Non-profit School Food Service Fund on a daily basis. Special non-income producing functions such as site monitoring for special events shall not be calculated as part of fixed meal rate but shall be billed as an expense on the invoice.

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

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

- To provide student and parent meal surveys to determine overall level of customer satisfaction.
- 3.1 The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- 3.2 The food service operation shall be managed to promote maximum participation in the Child Nutrition Programs.
- 3.3 The FSMC shall have the exclusive right to manage the Child Nutrition Programs at the sites specified on [Attachment 1](#).
- 3.4 The FSMC will provide food services to each site as specified in [Attachment 1](#).
- 3.5 The SFA may add or remove sites and/or meal periods for existing programs to [Attachment 1](#) at any time during each Contract Term unless the addition or removal of sites and/or meal periods creates a material or substantive Contract change.
- 3.6 The SFA reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.
- 3.7 The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the SFA in any fashion.
- 3.8 The FSMC shall conduct the food service operation to ensure compliance with the rules and regulations of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs. 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.
- 3.9 The SFA shall be legally and financially responsible for the conduct of the food service operation and shall supervise the food service to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs.

#### **SECTION 4: SCHOOL FOOD AUTHORITY RESPONSIBILITIES**

- 4.1 The SFA shall ensure that the food service operation is in conformance with its *National School Lunch and Breakfast Program Sponsor Contract* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*.
- 4.2 The SFA shall retain control of the quality, extent, and general nature of its food service operation and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- 4.3 The SFA shall monitor the food service operation through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals provided that nothing in this paragraph shall be construed as to relieve the FSMC of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations.
- 4.4 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA.

- 4.5 The SFA shall approve all a la carte items and the prices charged for those items in advance of sale by the FSMC.
- 4.6 The SFA shall retain signatory authority on the *FDACS Annual School Application for Participation in Child Nutrition Programs and Food Distribution Programs*; the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*; the *National School Lunch and Breakfast Program Sponsor Contract*; and the *Child Nutrition Program Monthly Claim for Reimbursement*.
- 4.7 The SFA will establish internal controls that ensure the accuracy of meal counts before submittal of the *Monthly Claim for Reimbursement*. At a minimum, these controls will include:
  - An on-site review of the meal counting and claiming system employed by each school,
  - Reviews of meal count data for each site, and
  - Edit checks of meal count data against the product of the eligibility data times an attendance factor.
- 4.8 The SFA shall ensure USDA Foods received for use by the SFA and made available to the FSMC are utilized within the Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. 250.
- 4.9 The SFA shall maintain and visibly post applicable health certification and assure all state and local regulations are met by the FSMC preparing or serving meals at SFA facilities.
- 4.10 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.
- 4.11 The SFA shall distribute and collect the letter and household applications for free and reduced-price meals or milk and determine eligibility of students for meal benefits.
- 4.12 SFA retains signature authority of Child Nutrition Program Contract, free and reduced-price policy statement, and all claims input into the Florida Automated Nutrition System (7 CFR 210.16 (a)(5)). SFA is the approving official for the free/reduced eligibility applications, direct certification process, benefits issuance list, submission of claims for reimbursement, and verification requirements.
- 4.13 The SFA shall verify applications for free and reduced-price meals and conduct any appeals or hearings for eligibility determinations.
- 4.14 The SFA shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.
- 4.15 The SFA shall be responsible for resolution of program reviews and audit findings.

## **SECTION 5: FOOD SERVICE MANAGEMENT COMPANY RESPONSIBILITIES**

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

- 5.2.4 Summer meals, priced as a unit, which meet USDA requirements
  - 5.2.5 Milk, served to all children pursuant to the Special Milk Program
  - 5.2.6 Fresh fruit and vegetables, served to all children pursuant to the USDA Fresh Fruit and Vegetable Program
  - 5.2.7 Other foods as agreed upon by the FSMC and SFA, pursuant to applicable regulatory requirements
- 5.3 The FSMC shall serve free, reduced-price, and paid meals and/or free milk to those children designated by the SFA.
- 5.4 The FSMC shall implement collection procedures as specified by the SFA and approved by the FDACS.
- 5.5 The FSMC shall implement the *Offer versus Serve* provision at the food service sites specified by the SFA on [Attachment 1](#).
- 5.6 The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes agreed to by the SFA and that follows the meal pattern requirements in [Attachment 2](#) and [Attachment 3](#) for the first 21 days of meal service. After the first 21 days of meal service, menu changes may be made with SFA approval. After that time, meals must meet the nutrient standards for each program prescribed in 7 CFR §§ 210.10, 220.8, 225.16 as applicable. Menus must be submitted for review by FDACS prior to serving.
- 5.7 The serving sizes, if applicable, provided by the SFA on the 21-day cycle menu(s) in [Attachment 2](#) are, in most cases based on the required minimum serving sizes stated in [Attachment 3](#). If the serving sizes for the food items indicated on the menu(s) do not meet the required weekly calorie and nutrient standards as stated in [Attachment 3](#), the FSMC must increase serving sizes and/or provide additional food items as necessary to meet the calorie and nutrient standards without altering the 21-day cycle menu(s). Serving sizes may not be decreased unless otherwise stated in this *Request for Proposal and/or any Contract awarded*.
- 5.8 The FSMC shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced through production records, minimum food waste and sustained or increasing participation levels in all Child Nutrition Programs operated by the SFA.
- 5.9 The FSMC shall participate in the parent, teacher, and student advisory board.
- 5.10 The FSMC shall cooperate with the SFA in promoting nutrition education and assist in the coordination of the SFA's food service with classroom instruction.
- 5.11 The FSMC shall use SFA facilities for preparation of food to be served as specified on [Attachment 1](#).
- 5.12 The FSMC shall not directly or indirectly prevent the sale or marketing of fluid milk at any time, in any place on school premises or at any school sponsored event.
- 5.13 The FSMC is required to substitute food components of the meal pattern for students who are considered to have a disability under 7 C.F.R. 15b and the disability restricts their diet. Substitutions must be made on a case by case basis only when supported by a written statement of the need for substitution(s) that includes recommended alternate foods, unless otherwise exempted by FNS. Such statement must be signed by a licensed physician.

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

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

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

- 5.15 The FSMC shall deposit daily all monies in the SFA's nonprofit food service account.
- 5.16 The FSMC will operate and care for equipment and food service areas in a clean, safe and healthy condition in accordance with the standards prescribed in the SFA's written food safety program and comply with all applicable federal, state, and local laws, ordinances, regulations, and rules concerning sanitation.
- 5.17 It will be the joint responsibility of the SFA and the FSMC to protect the anonymity of all children receiving free or reduced-price meals, and methods for ensuring anonymity shall be jointly agreed upon; provided that nothing in this paragraph shall be construed to relieve the FSMC of its independent obligation to protect the anonymity of all children receiving free or reduced-price meals and to provide the required quality and extent of goods and services hereunder.
- 5.18 The FSMC shall provide administration, supervision, production, and service personnel to support the SFA during periods of severe weather and natural disasters. The FSMC shall participate in the planning and executing of meal and snack service at designated school kitchens for disaster victims in cooperation with the SFA for emergency feeding programs.
- 5.19 Guarantee – FSMC shall guarantee the School Board of Okaloosa County, at a minimum, a positive fund balance increase of \$275,000 per fiscal year.
- 5.20 Bonds:
- a. Each food service management company which submits a bid over \$250,000 shall obtain a bid bond of five (5) percent of the estimated value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid. The estimated value for 2024-2025 is \$13,446,000.
  - b. Each food service management company which enters into a food service contract for over \$250,000 shall obtain a performance bond of ten (10) percent of the value of the contract for which the bid is made. Any food service management company which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$250,000. Sponsors shall require the food service management company to furnish a copy of the performance bond within ten (10) days of the awarding of the contract.
  - c. Food service management companies shall obtain bid bonds and performance bonds only from surety companies listed in the Department of Treasury Circular 570. No sponsor or State agency shall allow food service management companies to post any "alternate" forms

of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

## **SECTION 6: USDA FOODS**

- 6.1 Any USDA Foods received for use by the SFA and made available to the FSMC shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with 7 C.F.R. 250. 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.
- 6.2 The FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service operation, subject to approval of the SFA.
- 6.3 The FSMC shall manage all USDA Foods to ensure the foods are utilized in the SFA's food service. USDA Foods shall not be sold, exchanged or otherwise disposed of without the approval of the USDA.
- 6.4 The FSMC shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service operation. Commercially-purchased foods shall not be substituted for these foods.
- 6.5 The FSMC shall utilize all other USDA Foods, or substitute commercially-purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, in the SFA's food service operation.
- 6.6 The FSMC shall credit the SFA for the full value of all USDA Foods received for use in the SFA's meal service during the school year (including both entitlement and bonus foods) regardless of whether the USDA Foods have actually been used. If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA processing Contract value, unless the processor is providing such credit directly to the SFA. The FSMC will issue all such credit in full prior to the expiration of each Contract Term.
- 6.7 The FSMC will clearly identify USDA food credits on the SFA's monthly bill/invoice, and record these credits on a separate line item entry. Each month, the FSMC will also provide a detailed account of all the USDA Food items that were used and the credits issued for any unused USDA Food items.
- 6.8 The current value of USDA Foods is based on the information listed on the SFA's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the FDACS. The Florida Department of Agriculture and Consumer Services (FDACS) offers a technology solution designed to assist National School Lunch Program sponsors with the administration of the school meal program. The POINT System provides schools and school districts with comprehensive software for Planning, Ordering, Inventory Management and Nutrient Analysis.
- 6.9 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. subparagraph 210.9(b)(2).
- 6.10 At the end of each Contract Term and upon expiration or termination of the Contract, a year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has



been received for the full value of all USDA Foods received by the FSMC during each Contract Term for use in the SFA's food service operation.

- 6.11 The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting FDACS or the processor, as applicable.
- 6.12 The FSMC must keep separated inventories (both physical and accounting) of USDA Foods and regular purchased food.
- 6.13 The SFA and FSMC must maintain records of receipt of USDA Foods and processed end products, of crediting for the value of USDA Foods, and other records relating to USDA Foods in accordance with 7 C.F.R. section 250.54. All records pertaining to USDA Foods shall be maintained and made available for inspection by the SFA, FDACS and the USDA for a period of five (5) years plus the current year.
- 6.14 FSMC will comply with the storage and inventory management requirements for USDA Foods in 7 C.F.R. paragraph 250.14(b). USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the SFA's food service operation.
- 6.15 The FSMC must accept liability for any fault or negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA.
- 6.16 SFA and FDACS have and preserve a right to assert claims against other persons to whom USDA Foods are delivered for care, handling or distribution, and will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, USDA Foods.
- 6.17 The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and FSMC cannot agree on end products, the FSMC shall utilize the USDA Foods in the form furnished by the USDA.
- 6.18 The SFA shall be responsible for contracting with any commercial facility for the processing or repackaging USDA Foods. The FSMC shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods. Although the FSMC may procure processed end products on behalf of the SFA, the FSMC itself may not itself enter into an In-State Processing Contract, as described in 7 CFR § 250.30(e) with a processor, nor shall the FSMC enter into any subcontracts for further processing of USDA Foods. If the FSMC procures processed end products on behalf of the SFA, the FSMC will comply with the provisions of the SFA processing Contract(s) and the requirements in subpart C of 7 C.F.R. 250.
- 6.19 The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the FSMC to maintain records as required 7 C.F.R. section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the FSMC shall be subject to the provisions of § 250.13(e).
- 6.20 The SFA, FDACS, Comptroller General of the United States, Florida Auditor General, USDA, or any of their duly authorized representatives may perform on-site reviews of the FSMC's food service operation at any reasonable time. This includes the inspection and inventory of USDA Foods in storage or the facilities used in the handling or storage of such USDA Foods, and inspection and audit all records, including financial records, and reports pertaining to the distribution of USDA Foods and may review or audit the procedures and methods used in carrying out the requirements of this contract and 7 C.F.R. 250 and 210.

- 6.21 The FSMC shall return all unused USDA ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.
- 6.22 At the discretion of the SFA, the FSMC shall be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.
- 6.23 The SFA shall retain title to all USDA Foods provided to the FSMC for use in the SFA's food service operation.
- 6.24 USDA Foods or processed end products containing USDA Foods shall not be used for catering or special functions conducted outside of the nonprofit school food service operation.

## **SECTION 7: PURCHASES/BUY AMERICAN**

- 7.1 The FSMC shall retain title to all purchased food and nonfood items.
- 7.2 The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products that are either agricultural commodities produced in the United States or food product processed in the United States substantially using agricultural commodities produced in the United States.
- 7.3 The FSMC shall 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.
- 7.4 The FSMC shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.
- 7.5 The FSMC may substitute commercially-purchased foods for all other USDA Food received. All commercially-purchased food substitutes must be of the same generic identity as the USDA food received, of United States origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- 7.6 The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- 7.7 The FSMC may be required to certify the percentage of United States content in the products supplied to the SFA.
- 7.8 The SFA reserves the right to review FSMC purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. sections 210.21 and 250.23.
- 7.9 The FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with United States content requirements.
- 7.10 The FSMC shall provide documentation on the use of non-domestic food when competition reveals the cost of domestic food is significantly higher than non-domestic food.
- 7.11 The FSMC shall provide documentation for the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

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

- 8.1 The SFA shall make available without any cost or charge to the FSMC, the areas and premises agreeable to both parties in which the FSMC shall render its services. Additionally, the SFA will make available to the FSMC, Food Service vehicles/equipment in the performance of contractual obligations with the cost of operations and maintenance being an expense of FSMC.
- 8.2 The SFA shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations, in the performance of its duties with the cost of vehicle operation and maintenance being charged to the FSMC.
- 8.3 The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations or otherwise use the facilities of the SFA for any reason other than those specifically provided for in this Contract without the express written consent of the SFA.
- 8.4 The FSMC and SFA shall inventory the equipment and supplies owned by the SFA at the beginning of the school year and the end of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils. The FSMC will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory.
- 8.5 The SFA shall repair and service equipment except when damages result from the use of less-than-reasonable care by the FSMC employees or agents as determined by the SFA. When damage results from less-than-reasonable care on the part of any FSMC employees or agents, it will be the FSMCs responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.
- 8.6 The SFA reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the Child Nutrition Programs.
- 8.7 The SFA shall return facilities and equipment to the FSMC in the same condition as received when the SFA uses the facilities for extra-curricular activities.
- 8.8 The FSMC shall maintain the inventory of expendable equipment necessary for the food service operation and at the inventory level as specified by the SFA.
- 8.9 The SFA shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 8.10 The FSMC and/or its employees or agents shall not remove equipment or property of the SFA from the SFA's premises including, but not limited to, food preparation and/or serving equipment.
- 8.11 The FSMC shall provide written notification to the SFA of any equipment belonging to the FSMC within ten days of its placement on SFA premises.
- 8.12 The SFA shall not be legally responsible for loss or damage to equipment and/or vehicles owned by the FSMC and located on SFA premises.
- 8.13 The SFA shall provide sanitary toilet facilities for the FSMC employees.
- 8.14 The SFA shall have access, with or without notice to the FSMC, to all SFA facilities used by the FSMC for inspection and audit purposes.

- 8.15 The FSMC shall surrender all equipment, vehicles, and furnishings in good repair and condition to the SFA upon termination of the Contract, reasonable wear and tear accepted.
- 8.16 The SFA must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, serving, or delivery of school meals.
- 8.17 The SFA retains title to all property, vehicles, and equipment when placed in service.

## **SECTION 9: SANITATION**

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

- 9.1 The FSMC shall place garbage and trash from the dining/cafeteria area in trash containers as specified by the SFA during and at the end of meal service.
- 9.2 The SFA shall remove all garbage and trash from the designated outside trash containers / dumpsters.
- 9.3 The FSMC shall clean the kitchen area including, but not limited to, sinks, counters, tables, chairs, flatware, utensils, walls, floors, light fixtures, and window coverings.
- 9.4 The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.
- 9.5 The SFA shall clean grease traps and ducts and hoods above the filter line.
- 9.6 The SFA shall provide extermination services as needed.
- 9.7 The SFA shall clean the dining/cafeteria area, including tables, chairs, and floors after the meal service.
- 9.8 The FSMC 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.

## **SECTION 10: EMPLOYEES**

All SFA employed food service personnel in the food services operation as of July 1, 2025, will remain as employees of the SFA with no loss of pay or benefits unless adjusted by SFA in its sole discretion. Wages and benefits for these employees will be set by the SFA. Existing School District Labor Union contract agreement ([Attachment 15](#)) will be adhered to by the FSMC. The SFA's current list of employees is detailed on ([Attachment 19](#)). Any school site vacancies shall be furnished and employed by the FSMC, with the possible exception of promotional positions (managers and assistant managers). Current SFA Food Service employees will be given an opportunity to apply for these vacant positions through the normal hiring process. The SFA shall retain the right to hire SFA personnel at its sole discretion. The salaries of the School Food Service Accountant and School Food Service Program Director, both of whom shall remain employees of SFA, shall not be used in the calculation of the fixed meal rate as their salaries are paid by the SFA. The current FSMC has 185 employees as of October 25, 2024. As of October 31, 2024, the SFA had 34 employees for a combined total of 219. See [Attachment 9 Staffing Schedule](#).

The SFA has the right to select the FSMC General Manager for this contract.

- 10.1 The FSMC shall comply with all wage and hours of employment regulations of federal and state law.
- 10.2 The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 10.3 The FSMC and SFA recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. The FSMC shall be responsible for the employment of all staff, above and beyond those employed by the SFA, necessary for the safe, timely, and efficient distribution of meals to students and members of the SFA staff.
- 10.4 The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of SFA premises, as established by the SFA and furnished in writing to the FSMC.
- 10.5 The FSMC shall provide the SFA with a list of its personnel policies and employee handbook.
- 10.6 The FSMC shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all FSMC employees assigned to the SFA and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32, F.S.
- 10.7 The SFA shall submit to the FSMC a current schedule of positions, assigned locations, hours of work, and wages and benefits (as applicable) on [Attachment 9](#) which must be used for proposal calculation purposes.
- 10.8 The FSMC shall maintain the same minimum level of employee positions, hours, wages, and benefits as stipulated on [Attachment 9](#) 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. The SFA will have access to FSMC timekeeping software.
- 10.9 In the event a reduction in employee positions, hours, wages, and/or benefits occurs and such reduction is authorized by the SFA, the FSMC shall credit the SFA's monthly bill/invoice for the exact dollar amount related to the cost of the labor reduction as indicated on [Attachment 9](#) for the remainder of the Contract Term, including the value of any subsequent and future increases in employee wages and benefits. Such credits shall be termed a Labor Reduction Fee. During the term of the Contract, the following provisions shall be applicable to the effect of SFA attrition. As SFA employee attrition occurs, these employees may be replaced by FSMC employees. If there is a salary reduction of five percent (5%) or greater, or if the FSMC does not hire an employee to replace the SFA's attrited employee, then the amount of the difference (or in the event of a nonreplacement/vacancy 100%) will be credited 50/50 to the SFA and FSMC. The parties shall complete the annual credit reconciliation within sixty (60) days after the end of each Contract year.
- 10.10 During the term of this Contract, upon an employee's Terminal Leave from employment with the SFA, the FSMC shall be responsible for the payment to such employee of accrued sick leave only in the amount of such accrual since the SFA entered into Food Service Privatization which began on July 1, 2009. The SFA will retain responsibility for the payment to any such employee(s) for all accrued sick leave prior to that date.
- 10.11 The FSMC must ensure that the employees' hours listed on [Attachment 9](#) are not used for catering or special functions.
- 10.12 Upon written request of the SFA, the FSMC will remove any FSMC employee who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental,

or moral well-being of students or staff, or otherwise violates SFA policies, procedures, and practices.

- 10.13 In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
- 10.14 All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- 10.15 The use of student workers or students enrolled in vocational classes in the food service operation shall be mutually agreed upon.
- 10.16 The FSMC shall provide daily, on-site supervisory personnel dedicated solely to the SFA, for the overall food service operation.
- 10.17 The SFA shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. Civil rights training must include:
  - Collection and use of data,
  - Effective public notification systems,
  - Complaint procedures,
  - Compliance review techniques,
  - Resolution of noncompliance,
  - Requirements for reasonable accommodation of persons with disabilities,
  - Requirements for language assistance,
  - Conflict resolution, and
  - Customer service.
- 10.18 The FSMC shall conduct periodic training on various food service operations related topics for all food service employees.

## **SECTION 11: DESIGNATION OF PROGRAM EXPENSE**

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

	<u>Column I</u> (FSMC)	<u>Column II</u> (SFA)
<b>LABOR</b>		
Payroll, Managers, and/or Supervisors	<u>X</u>	<u>          </u>
Payroll, Full-, and Part-Time Workers	<u>X</u>	<u>          </u>
Payroll,		
Ticket Sellers	<u>N/A</u>	<u>N/A</u>
Cashiers	<u>X</u>	<u>          </u>
Drivers	<u>X</u>	<u>          </u>
<b>EMPLOYEE BENEFITS/COSTS—TO BE PAID BY PARTY DESIGNATED AS EMPLOYER. MAY INCLUDE, BUT NOT LIMITED TO:</b>		
Life Insurance, Medical/Dental Insurance	<u>X</u>	<u>          </u>
Retirement Plans, Social Security	<u>X</u>	<u>          </u>
Vacation, Sick Leave, Holiday Pay	<u>X</u>	<u>          </u>
Uniforms, Tuition Reimbursement	<u>X</u>	<u>          </u>
Labor Relations	<u>X</u>	<u>          </u>
Unemployment Compensation, Workers Compensation	<u>X</u>	<u>          </u>
Processing and Payment of Payroll	<u>X</u>	<u>          </u>
<b>FOOD</b>		
Food Products	<u>X</u>	<u>          </u>
Commodity Delivery	<u>X</u>	<u>          </u>
Commodity Freight/Handling Costs	<u>X</u>	<u>          </u>
Food Storage/Warehouse ( <a href="#">Attachment 29</a> )	<u>X</u>	<u>          </u>
<b>OTHER EXPENSES</b>		
Accounting		
Bank Charges	<u>X</u>	<u>          </u>
Data Processing	<u>X</u>	<u>          </u>
Record Keeping	<u>X</u>	<u>          </u>
Processing and Payment of Invoices	<u>X</u>	<u>          </u>
Equipment—Major		
Original Purchase	<u>          </u>	<u>X</u>
Routine Maintenance	<u>X</u>	<u>          </u>
Major Repairs (up to \$50,000.00 annually)	<u>X</u>	<u>          </u>
Replacement	<u>          </u>	<u>X</u>
Equipment—Expendable (Trays, tableware, glassware, utensils)		
Original Purchase	<u>X</u>	<u>          </u>
Replacement	<u>X</u>	<u>          </u>
Cleaning/Janitorial Supplies	<u>X</u>	<u>          </u>
Insurance		
Liability Insurance	<u>X</u>	<u>          </u>
Insurance on Supplies/Inventory	<u>X</u>	<u>          </u>
Laundry and Linen	<u>X</u>	<u>          </u>



Office Materials	<u>X</u>	<u></u>
Paper/Disposable Supplies	<u>X</u>	<u></u>
Pest Control	<u></u>	<u>X</u>
Postage	<u>X</u>	<u></u>
Printing	<u>X</u>	<u></u>
Product Testing	<u>X</u>	<u></u>
Promotional Materials	<u>X</u>	<u></u>
Taxes and License	<u>X</u>	<u></u>
Telephone		
Local	<u>X</u>	<u></u>
Long Distance	<u>X</u>	<u></u>
Tickets/Tokens	<u>N/A</u>	<u>N/A</u>
Training	<u>X</u>	<u></u>
Transportation	<u>X</u>	<u></u>
Trash Removal		
From Kitchen & Dining Area	<u>X</u>	<u></u>
From School Premises	<u></u>	<u>X</u>
Travel		
Required	<u>X</u>	<u></u>
Requested	<u>X</u>	<u></u>
Vehicles (Operating & Maintenance)	<u>X</u>	<u></u>

## **SECTION 12: FEES**

- 12.1 All proposals must be calculated based on the menu(s) in [Attachment 2](#). All proposals shall be submitted using the *Proposal Summary* form attached herein. The proposal price(s) must not include the use of commodities or any alternate pricing structure. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.
- 12.2 Gross Sales shall be remitted to SFA or deposited in the nonprofit food service account on a daily basis. FSMC shall be paid a fixed meal price for each Reimbursable Meal and Meal Equivalent provided by the FSMC under this Contract.
- 12.3 The total cost shall include SFA's salary and benefits, indirect cost, commodity and other SFA cost. These are SFA direct pay items that must be funded from Food Service Program revenues, but are included in the Fixed Meal Price paid per meal to FSMC. A meal or meal equivalent shall be calculated as follows:
  - 12.3.1 A student lunch includes: student reimbursable lunches and full-paid adult lunches are counted as one meal equivalent for each lunch served. A reimbursable student breakfast and full-paid adult breakfast are counted as (0.50) meal equivalents for each breakfast served. A reimbursable student after school snack is counted as (0.25) meal equivalents. The equivalency rates are subject to annual adjustment. A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte revenue by the per meal sum of the Federal free lunch reimbursement, meal certification plus the value of USDA entitlement and bonus USDA Foods. A la carte revenue should include all sales, meals, and non-program foods to adults and a la carte sales and all non-program foods sold to students.
- 12.4 Reconciliation shall be made for any over-payment or under-payment for an invoice on the subsequent invoice. Invoices to the SFA must include a statement that documentation is available at the SFA Food Service office or reasonably accessible to support the invoice and any auditing process. All clerical/recordkeeping requirements of the Food Service operation shall be completed by the staff, both SFA and FSMC, assigned to the SFA Food Service office. Upon termination of the Contract, all outstanding amounts shall be paid within thirty (30) days. In addition, FSMC and SFA shall perform a final reconciliation of the records and FSMC shall either invoice SFA for amounts due or refund SFA for any overpayment resulting from such reconciliation.
- 12.5 The FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, that do not meet the detailed specifications for each food component or menu item in accordance with 7 C.F.R. 210, or that do not otherwise meet the requirements of the contract.
- 12.6 The FSMC must subtract from the SFA's monthly bill/invoice the value of all USDA Foods received. Credit issued by the FSMC to the SFA for USDA Foods receipts shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- 12.7 The FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
- 12.8 The fixed meal rate for meals must be calculated as if no USDA Foods were available.

### **SECTION 13: REVENUE**

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

### **SECTION 14: LICENSES, CERTIFICATIONS, AND TAXES**

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

### **SECTION 15: RECORD KEEPING**

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

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

## **SECTION 16: TERMS AND TERMINATION**

- 16.1 This Contract is effective for a one-year period, commencing July 1, 2025, or upon written acceptance of the Contract, whichever occurs last, and ending June 30, 2026. This contract will be renewable on an annual basis thereafter, upon mutual agreement of the SFA and FSMC, for up to four (4) additional years (each year a “renewal term”).
- 16.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions.
- 16.3 Either the SFA or FSMC can terminate this Contract for cause or for convenience with a sixty (60) day written notification. Following sixty (60) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the FSMC.
- 16.4 Following any termination for convenience, the FSMC shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the effective date of termination. The SFA shall have the right to receive services from the FSMC through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.
- 16.5 Notwithstanding any provision to the contrary in this Contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for this Contract are not appropriated by the Florida Legislature or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with this Contract.
- 16.6 Notwithstanding the notice period in paragraph 16.3, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the FSMC if the SFA determines that the actions, or failure to act, of the FSMC, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the SFA determines that the FSMC lacks the financial resources to perform under the Contract.
- 16.7 If the FSMC fails to perform to the SFA’s satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the FSMC requesting that the breach of noncompliance be remedied within sixty (60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a) immediately terminate the Contract without additional written notice or (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any FSMC default shall be borne by the FSMC at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the FSMC upon demand.
- 16.8 Neither the FSMC nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence (“Act of God”). The SFA may cancel the Contract without penalty if the FSMC’s performance does not resume within thirty (30) days of the FSMC’s interruption of services due to an Act of God.
- 16.9 The only rates that may be renegotiated in subsequent years of this contract are the fixed rates contained herein. Before any fixed rate increases can be implemented as part of a contract renewal

agreement, the FSMC shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates in subsequent years of the contract will include a 5.0% cap on the Consumer Price Index for Urban Consumers—Food Away From Home annualized rate for December of the current school year or the lesser of annual CPI as of December of the current school year. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost. The calculation method regarding the determination of a la carte equivalents is outlined in the Fees section of this contract.

#### Escalation Provision

Notwithstanding the foregoing, in the event of a material change of circumstances beyond the control of either party, including any state or federal regulation changes that substantially and quantifiably impact the food service program, the parties shall mutually agree on the appropriate adjustment to the Fixed Meal Rate not to exceed the Consumer Price Index for Urban Consumers—Food Away From Home annualized rate for December of the previous calendar year. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost. The calculation method regarding the determination of a la carte equivalents is outlined in the Fees section of this contract.

### **SECTION 17: GENERAL CONTRACT TERMS**

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

- 17.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA. The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
- 17.2 This solicitation/Contract and attachments constitute the entire Contract 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.
- 17.3 Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 17.4 Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.
- 17.5 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 17.6 Payments on any claim shall not prevent the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.
- 17.7 It is further agreed between the SFA and FSMC that the attachments and clauses attached and designated are hereby in all respects made a part of this Contract.
- 17.8 The SFA encourages a maximum participation of Minority Business Enterprises in its contract awards, based on availability. The SFA does not discriminate in the awarding of District contracts

for construction, procurement of goods and services and professional services on the basis of race, color, sex or national origin.

- 17.9 The FSMC shall comply with the Title VI of the Civil Rights Act of 1964; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7C.F.R. Parts 15, 15a, and 15b; FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*; and any additions or amendments to such laws and regulations.
- 17.10 If this contract is in excess of \$100,000, the SFA and FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
  - Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (2CFR Appendix II Part 200); and
  - Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (2CFR Appendix II Part 200).
- 17.11 If this Contract is in excess of \$150,000, the SFA and FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:
- Section 306 of The Clean Air Act (42 U.S.C. § 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15).
- 17.12 The FSMC will comply with:
- Energy Policy and Conservation Act (42 U.S.C. section 6201 *et seq.*);
  - Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
  - Provisions of the Contract Work Hours and Safety Standards Act involving food service workers whose duties are manual and physical in nature (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)
- 17.13 The FSMC is subject to the provisions of 7 U.S.C. section 2209d due to the use of federal funds for operation of the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- 17.14 The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the FSMC. The SFA and the FSMC have full responsibility for ensuring the terms of the Contract are fulfilled.
- 17.15 To the fullest extent permitted by law, the FSMC agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the FSMC, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the FSMC or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the FSMC herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the FSMC's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

## **SECTION 18: FOOD SPECIFICATIONS**

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

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

- 18.2 All breads, bread alternates, and grains must be whole grain or whole grain rich. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on USDA's Exhibit A: School Lunch and Breakfast. Ready-to-Eat (RTE) breakfast cereals must list a whole grain as the primary ingredient and the cereal must be fortified. RTE cereals that are made from 100 percent whole grains do not have to be fortified. If applicable, product should be in moisture-proof wrapping and pack-code date provided.
- 18.3 All meat and poultry must have been inspected by the USDA and must be free from off color or odor.
- 18.3.1 Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat or better.
- 18.3.2 Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in Specifications for Poultry Products, A Guide for Food Service Operators from the USDA.
- 18.3.3 For breaded and battered meat/meat alternate items, all flours must be whole grain or whole grain-rich and breading/batter must not make up more than 30 percent of the weight of the finished product. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.
- 18.3.4 For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.
- 18.4 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork and/or poultry. No meat by-products, fillers, extenders, non-fat milk solids, or cereal will be allowed except to include those products containing Alternate Protein Products (APP) within the limits specified in 9 CFR § 319.180(e) and meeting the requirements of Appendix A of 7 CFR §§ 210, 220, 225, and 226. No other binders and extenders may be used in conjunction with the APP to receive the ounce per ounce crediting. Meats must not show evidence of greening, streaking, or other discoloration.
- 18.5 All cheese should be free of mold and undesirable flavor and odors; pasteurized when applicable; and preferably reduced-fat or low-fat. Hard cheese should have a bright, uniform, attractive appearance, and demonstrate satisfactory meltability. Soft (e.g., cottage cheese) and hard cheese should have a pleasing flavor; and contain proper moisture and salt content. Cream cheese, if offered, maybe offered as an extra food or condiment. Any item labeled as "imitation" cheese or cheese "product" does not meet the requirements for use in food-based menu planning approaches and are not creditable toward meal pattern requirements.
- 18.6 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC. Note: Manufacturers producing qualifying

products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term “oz. eq. grains” on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms “bread” or “bread alternate” on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.

- 18.7 All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA Food Buying Guide. At a minimum, fruits must meet the food distributors' second-quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- 18.8 All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA Food Buying Guide. At a minimum, fresh vegetables must meet the food distributors' second-quality level. Fresh vegetables should have characteristic color and good flavor, be well shaped, and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements
- 18.9 All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and should be reduced-sodium, low-sodium, or no added salt.
- 18.10 All canned fruits must meet the food distributors' second quality level (standard). Canned fruit must be packed in juice, water, or light syrup, and all frozen or dried fruit must have no added sweetener (nutritive or non-nutritive).
- 18.11 All fruit juices must be 100 percent, full strength juice.
- 18.12 Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- 18.13 Sauces, (i.e., spaghetti, pizza) and gravy must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- 18.14 If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- 18.15 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 18.16 When the specification calls for “Brand Name or Equivalent”, the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.
- 18.17 Breakfast and lunch program meals must meet the sodium target level prescribed in 7 C.F.R. section 210.10 for the applicable school year.
- 18.18 Nutrition labels or manufacturer specifications must indicate zero grams of added trans-fat (less than 0.5 grams) per serving. Meats that contain a minimal amount of naturally occurring trans fats are allowed in the school meal programs.



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

## **SECTION 19: PREPARATION OF PROPOSALS & REQUIRED CONTENT**

### **Preparation and Submission**

In order to ease comparability and enhance the review process, it is requested that proposals be submitted corresponding to the paragraph numbering system below. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Responsive proposals should provide straightforward, concise information that satisfies the requirements of the RFP.

Provide one manually signed original of the proposal, nine (9) copies, and one (1) electronic copy with the entire submission as a single file in PDF format on a USB Flash Drive. The word "ORIGINAL" shall be plainly stated on the original proposal documents. All proposals may be submitted in one packet. Proposals must be sealed and clearly labeled on the outside of the package. A label is provided on page #2 of this RFP. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate. The cost of preparing and submitting proposal is the sole responsibility of the Proposer. Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the proposal. Responsibility for errors or omissions on the part of the respondents will not be assumed by the District. The required Proposal Acknowledgement Form (page 1) must be signed by an officer or agent of the proposing firm who is empowered to contractually bind the firm. Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School Board.

1. Proposal Acknowledgement Form as provided (Completed & Signed, RFP 25-01 Page #1)  
Proposal Summary Form as provided (Completed & Signed, RFP 25-01 Page # 45)  
All signed addenda issued for this RFP.
2. Company Information - It is the purpose of the Request for Proposals to obtain as complete data as possible from each interested FSMC to enable the District to determine which interested company is best able to meet the criteria of the District which are to be considered in the award of this contract. Each interested company shall furnish as part of this proposal a complete general description of experience in the field of school food service management. Included shall be the following:
  - a. Name and address of the company.
  - b. The duration and extent of experience in providing management services for school food service programs. Only companies with a minimum of five years' experience with the National School Lunch and Breakfast Program will be accepted.
  - c. A list of ten (10) locations where school food service programs of similar scope and size are presently managed. Give name and address, length of service, number of students enrolled and average daily participation and name and telephone number of a contact person for each program.
  - d. A list of school locations where services have been discontinued or terminated for any reason within the past two years and the reason why. Include contact person and telephone number.
  - e. A complete certified balance sheet or annual report of your last five consecutive years of operation. Certification of this report by a certified public accountant is required.

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

3. On-Site Staff Experience. The profile of all FSMC's personnel to be assigned to this account shall be included in the response. The specific responsibilities or duties of each individual shall be outlined in the response.
4. The FSMC shall provide a written staffing schedule by school for the SFA review. Staffing shall be mutually agreed upon by SFA and FSMC.
5. A twenty-one day cycle menu for Grades K-12 breakfast meals, and a twenty-one day cycle menu for high schools 9-12 lunch meals which shall include detailed product identification and nutritional analyses with portion sizes indicated which conform to the menu system description outlined in this RFP. A sample twenty-one day cycle menu is included as part of the RFP. All menus must be in compliance with the Healthy Hunger Free Kids Act. For each product contributing to the meal pattern, include the products' portion size, nutritional values, ingredient listing, and CN label/Product Formulation statement. Milk meal crediting information is not needed.

All Menus, Nutritional Analysis, and other information must be included as a separate electronic file.

- List the specific grade levels at the top of all documentation.
  - Documentation must not contain any information identifying staff name, school name, and/or company name.
  - CN labels must be compressed.
6. The FSMC shall describe the efforts that will be undertaken to maximize the efforts to include in the food service program foods that are locally grown or raised.
7. Specific Marketing Strategies and Plans – The FSMC shall describe a SFA marketing plan to be implemented and evaluated to increase the student, parent, and community understanding of the benefits of healthy eating habits and the contribution the school nutrition programs make to the nutrient needs of children. At a minimum, include in your response the answers to the following questions:
- How will this plan be evaluated?
  - How will this plan benefit the nutritional needs of the students?
8. Training Plans (to include first year transition schedule) – The FSMC shall include a detailed training plan that explains how often training sessions will be conducted during school year and for whom (managers, operators, cashiers, etc.), and what program areas the training will cover and how evaluations will be used. A detailed transition plan will be provided for the FSMC's first year. A minimum of ten hours training must be provided and documented for all school food service employees on a yearly basis.
9. Required Certifications: (See RFP Attachment Links Page #44 to obtain these documents.)
- a) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - b) Certification Regarding Drug-Free Workplace
  - c) Certification Regarding Lobbying
  - d) Disclosure of Lobbying Activities

- e) Certificate of Independent Price Determination
- f) Public Entity Crime Form
- g) Scrutinized Company Certification
- h) Human Trafficking Form
- i) Insurance Certificate (COI), Indemnification & Hold Harmless Form

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

## **SECTION 20: PROPOSAL EVALUATION, SELECTION AND AWARD**

### **Evaluation Committee**

Prior to the receipt of proposals, an evaluation committee will be established. The Evaluation Committee will convene, review and evaluate all proposals submitted based on the proposal evaluation criteria set forth in the RFP. Purchasing Department personnel will participate in an administrative and advisory capacity only. The committee will be responsible for making a recommendation ranking the proposals for contract negotiation to the School Board.

### **Proposal Evaluation Process**

Each proposal will be reviewed by Purchasing Department personnel to determine whether it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which has followed the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, was submitted prior to the due date and time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may put your response at risk of being rejected as "non-responsive". All proposals fulfilling the basic submittal requirements will be referred to the Evaluation Committee for review and evaluation.

The Evaluation Committee will evaluate the proposals in accordance with the evaluation criteria listed in the RFP. The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on this project before recommendation of award. The interview/presentation will be based on the written proposal received.

If the committee requires interviews/presentations for all proposers, the interview/presentations shall occur before individual RFP Evaluation Forms are scored and finalized. If the Evaluation Committee elects to short-list a group for interviews/presentations, the committee will score and rank all proposals and the top three ranked Proposers will move forward for interviews/presentations. After completion of the interview/presentations, each committee member will re-evaluate each of the finalists and finalize their scores.

All Proposers are hereby advised that the District may determine that verbal explanations, additional written information, internal staff analysis and presentations, outside consultants, or any other information may be requested at any time during the evaluation process in order to assist the Evaluation Committee with the performance of their duties under this solicitation. The Evaluation Committee may determine as a result of additional information that the impact of this information is significant and shall be accorded as such and may be incorporated into the scoring and/or ranking as a revision of the same and at the discretion of the committee.

The Evaluation Committee shall rank the proposals received which meet the submittal requirements. At the Evaluation Committee Meeting, each member will list the three (3) highest ranked firms based on the points totals received on the RFP Evaluation Form for each Proposer. The Proposer with the highest points

total will be ranked as number one and will receive three (3) ranking points. The Proposer with the next highest points total will be ranked number two and will receive two (2) ranking points. The Proposer with the next highest points total will be ranked number three and will receive one (1) ranking point. If there is a RFP Evaluation Form points total tie between any of the proposers for any committee member, all proposers that are tied will receive the same ranking points for that ranking from that committee member. Ranking points will be awarded to the top three (3) proposers based upon RFP Evaluation Form points totals. See the example below for ties in RFP Evaluation Form points totals. The individual ranking points of each of the Evaluation Committee members will be added together to produce a final score for each Proposer. The Proposer with the highest final score will be ranked number one. In the event of a tied final score between any proposers the Evaluation Committee will break the tie by majority vote. Proposers are advised to provide their best offer with the initial proposal because the Board reserves the right to award a Contract based on initial proposals without further discussion or negotiation if deemed in the best interest of the District.

**Example: RFP Evaluation Form Points Total Tie:**

Proposer A: 95 Points = 3 Ranking Points (Highest Score - Tie)

Proposer B: 95 Points = 3 Ranking Points (Highest Score - Tie)

Proposer C: 90 Points = 2 Ranking Points (Next Highest Score)

Proposer D: 85 Points = 1 Ranking Point (Next Highest Score)

The Evaluation Committee may short list no less than three (3) proposals, assuming that three (3) proposals have been received, that it deems best satisfy the evaluation criteria set forth herein. The committee recommendation for award will be posted for review by interested parties, at The Okaloosa County School Board Purchasing Department (Official Posting Place), 202-A North Highway 85, Niceville, Florida, and will remain posted for a period of at least 72 hours. The recommendation is also posted to the [District's Purchasing website](#) and the [Florida Purchasing Group Bid System](#). The Superintendent will recommend to the School Board the award of any contract.

**School Board's Rights and Reservations:**

The School Board reserves the right to accept or reject any or all proposals.

The School Board reserves the right to waive irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The School Board reserves the right, before awarding the contract(s), to require proposer(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

The School Board reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

The School Board reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the School Board; and (2) the School Board reserves the right to reject any and/or all items proposed.

The School Board reserves the right to further negotiate any proposal, including price, with the highest ranked Proposer. If a Contract cannot be reached with the highest ranked Proposer, the Board reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until a Contract is reached.

The School Board reserves the right to award a Contract based on initial proposals without further discussion or negotiation if deemed in the best interest of the District.

The School Board may consider in conjunction with any award hereunder, those products, services and, prices available to it through contracts from state, federal, and local government agencies or other school

districts within the State of Florida. The School Board has reviewed the State of Florida purchasing agreements and state term contracts for all nonacademic commodities and contractual services to determine whether it is to the School Board's economic advantage to use the agreements and contracts.

### **Proposal Evaluation Criteria**

In order to receive point credit for any criterion listed below, proposals must include evidence that the specific requirement can be met. This evidence may take the form of written documentation or any other form required by the RFP. The *quality and completeness* of those submittals will be judged by the evaluation committee to determine the appropriate score to be awarded.

#### **The criteria for evaluation of proposals shall be as follows:**

1. Total Fixed Meal Charge: The proposer submitting the lowest fixed price per meal will receive all available points for this category. All other proposers will receive points proportionate to the lowest price response (ex: a response that is 20% higher than the lowest submitted price will receive 20% fewer points). **Maximum twenty-five (25) points.**
2. Menus/Product Identifications/Nutrition Analyses as submitted in response to the menu system for 21-day cycle menus for K-12 Breakfast and 9-12 Lunch. Evaluation will be on the basis of conformance to the menu system description as provided in this RFP, the appropriateness for the school grade levels, the level of comprehensiveness of the analysis, and the variety of foods offered. For each product contributing to the meal pattern, include the products' portion size, nutritional values, ingredient listing, and CN label/Product Formulation statement. Milk meal crediting information is not needed. **Maximum twenty (20) points.**

All Menus, Nutritional Analysis, and other information must be included as a separate electronic file.

- List the specific grade levels at the top of all documentation.
- Documentation must not contain any information identifying staff name, school name, and/or company name.
- CN labels must be compressed.

#### **Scoring Guidelines**

##### *Part One: Maximum 15 Points*

*15 Points should be awarded if each of the two menus provided complies with the minimum menu system requirements, including all state and federal nutritional and menu requirements. A deduction of 7.5 points shall be made for any menu that does not meet the minimum standards.*

##### *Part Two: Maximum 5 Points*

*1-5 Points should be awarded for menu variety.*

*0 = No Value: Proposal is clearly inadequate or non-responsive regarding this topic.*

*1 = Poor: Proposal is marginally appropriate and comprehensive regarding this topic.*

*2-3 = Acceptable: Proposal shows the minimum level of appropriateness and comprehensiveness needed regarding this topic but could be improved.*

*4 = Good: Proposal shows above average level of appropriateness and comprehensiveness regarding this topic.*

*5 = Superior: Proposal is excellent and is clearly appropriate and very comprehensive regarding this topic.*

3. Marketing: Evaluation will be on the basis of plan adequacy. **Maximum ten (10) points.**

#### **Scoring Guidelines**

*0 = No Value: Proposal is clearly inadequate or non-responsive regarding this topic.*

*1-2 = Poor: Proposal shows limited innovation regarding this topic, but there is some indication of that proposal would be marginally effective.*

*3-5 = Acceptable: Proposal shows the minimum level of adequacy and innovation needed regarding this topic, but could be improved.*

*6-8 = Good: Proposal includes a good approach and shows above average innovation regarding this topic.*

*9-10 = Superior: Proposal includes an excellent approach and shows outstanding innovation regarding this topic.*

4. Training Plan: Evaluation will be on the basis of plan adequacy. **Maximum ten (10) points.**

**Scoring Guidelines**

0 = No Value: Proposal is clearly inadequate or non-responsive regarding this topic.

1-2 = Poor: Proposal shows limited innovation regarding this topic, but there is some indication of that proposal would be marginally effective.

3-5 = Acceptable: Proposal shows the minimum level of adequacy and innovation needed regarding this topic, but could be improved.

6-8 = Good: Proposal includes a good approach and shows above average innovation regarding this topic.

9-10 = Superior: Proposal includes an excellent approach and shows outstanding innovation regarding this topic.

5. Company Experience. Only companies with a minimum of five (5) years experience with the National School Lunch/Breakfast Programs will be accepted. One point will be earned for every year of experience with the National School Lunch/Breakfast Program. Only the experience within the last ten (10) years will be considered. **Maximum ten (10) Points**
6. Experience of On-Site Management Company Staff. FSMC's top local manager (General Manager) must have a minimum of five (5) years experience with the National School Lunch/Breakfast Programs to be accepted. One point will be earned for every year of experience with the National School Lunch/Breakfast Program for a maximum of ten (10) points. Only the experience within the last ten (10) years will be considered. The food service related experience of additional FSMC support staff (i.e. chefs, dieticians, etc.) will also be considered up to a maximum of five points. **Maximum fifteen (15) Points**
7. Evaluation of proposer's plan to include in the food service program foods that are locally grown or raised. **Maximum five (5) points**

**Scoring Guidelines**

0 = No Value: Proposal is clearly inadequate or non-responsive regarding this this topic.

1 = Poor: Proposal shows limited innovation regarding this topic, but there is some indication of that proposal would be marginally effective.

2-3 = Acceptable: Proposal shows the minimum level of adequacy and innovation needed regarding this topic, but could be improved.

4 = Good: Proposal includes a good approach with above average innovation regarding this topic.

5 = Superior: Proposal includes an excellent approach with outstanding innovation regarding this topic.

8. Attendance at Pre-Proposal Conference: **Maximum five (5) points**

## RFP Attachment Links:

1. [OCSD Site Listings of School Locations](#)
2. [Sample 21-Day Cycle Menus](#)
3. [NSLP and SBP Meal Pattern](#)
4. [School Calendar/School Board Meeting Calendar](#)
5. [OCSD Meal Pricing 2019-2025](#)
6. [OCSD Numerical Summary of Students Eligible for Free and Reduced-Price Meals as of 10-22-24](#)
7. [OCSD NSLP Claims for Reimbursement 2023-2024 School Year](#)
8. [OCSD Annual USDA Commodity Order for 2024-2025 School Year](#)
9. [OCSD SFS Staffing Schedule & District Salary Schedules for 2024-2025](#)
10. [Index of Regulation Citations Applicable to FSMC Contracts](#)
11. **Required Forms to be Returned with Proposal:**
  - a. [Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion](#)
  - b. [Certification Regarding Drug-Free Workplace](#)
  - c. [Certification Regarding Lobbying](#)
  - d. [Disclosure of Lobbying Activities](#)
  - e. [Certificate of Independent Price Determination](#)
  - f. [Public Entity Crime Form](#)
  - g. [Scrutinized Company Certification](#)
  - h. [Human Trafficking Form](#)
  - i. [Insurance Requirements \(Certificate of Ins \(COI\), Indemnification & Hold Harmless Form\)](#)
12. [OCSD SFS Consolidated Sales 2019-2024](#)
13. [OCSD SFS Revenue & Expenses 2019-2024](#)
14. [OCSD SFS Code of Conduct](#)
15. [Master Contract \(OCESPA\)](#)
16. [The Nutrition Group Contracts & Renewals 7/1/20-6/30/25](#)
17. [USDA Smart Snacks in Schools](#)
18. [Okaloosa County School Food Service Web Page](#)
19. [OCSD SFS Positions 10-31-24](#)
20. [FSMC Monitoring Tool](#)
21. [OCSD A La Carte Sales 2023-2024](#)
22. [OCSD Summer Feeding Service Program Claims 2023-2024](#)
23. [OCSD FDACS Administrative Review Audit Letter 5/13/24](#)
24. [FSMC Invoices: 2023-2024](#)
25. [OCSD A La Carte Pricing 2024-2025](#)
26. [OCSD SFS Equipment by Center](#)
27. [OCSD Federal Edit Check 2023-2024](#)
28. [OCSD SFS Delivery and Storage Fees](#)
29. [OCSD FSMC Smallwares Cost 2019-2024](#)
30. [District Fiscal Year Audits](#)

## **PROPOSAL SUMMARY FORM**

This document contains a proposal solicitation for the furnishing of management services for the operation of the nonprofit food service programs for the period beginning July 1, 2025, and ending June 30, 2026 and sets forth the terms and conditions applicable to the procurement. The Fixed Meal Price to be quoted by FSMC shall be based upon an annual period. The Fixed Meal Price quoted will be paid by the SFA during the initial twelve (12) month term of the contract. Upon acceptance, this document shall constitute the Contract between the FSMC and the SFA. The FSMC shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the proposal solicitation/Contract.

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

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

#### Reimbursable Meals and Meal Equivalents

#### Fixed Meal Price

All Reimbursable Meals and Meal Equivalents    \$ \_\_\_\_\_

3. The total cost includes direct pay items that must be funded from Food Service Program revenues, but are included in the Fixed Meal Price paid per meal to FSMC, such as SFA's salary and benefits, indirect cost, commodity and other SFA costs.
4. A meal or meal equivalent shall be calculated as follows:  
A lunch equivalent includes student reimbursable lunches and full-paid adult lunches, counted as one meal equivalent for each lunch served. A breakfast equivalent includes student reimbursable breakfasts and full-paid adult breakfasts, counted as (0.50) meal equivalents for each breakfast served. An afterschool snack includes student reimbursable snacks, counted as (0.25) meal equivalents. The equivalency rates are subject to annual adjustment. A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte revenue by the per meal sum of the Federal free lunch reimbursement, meal certification plus the value of USDA entitlement and bonus USDA Foods. A la carte revenue should include all sales, meals, and non-program foods to adults and a la carte sales and all non-program foods sold to students.

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

\_\_\_\_\_  
Name of FSMC

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

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

\_\_\_\_\_  
Signature of Food Service Management Company (FSMC)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **ACCEPTANCE OF CONTRACT**

\_\_\_\_\_  
Agreement Number

\_\_\_\_\_  
School Food Authority (SFA)

\_\_\_\_\_  
Signature of Authorized SFA Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date