

# **BEAUFORT COUNTY SCHOOL DISTRICT**

## **RFP #15-018 REQUEST FOR PROPOSAL AND SUBSEQUENT CONTRACT**

### **FOR**

## **SCHOOL FOOD SERVICE MANAGEMENT SERVICES**

### **FIRM PRICE PER MEAL**

**UPDATED January 27, 2015**

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**RECOMMENDED TIMELINE  
FOOD SERVICE MANAGEMENT CONTRACT FOR NSLP/SBP**

Day 1	School Food Authority (SFA) elects to consider proposals from FSMC to operate SFA's school food service program. SFA requests Technical Assistance from SA. SA and SFA review template RFP/Contract and negotiates modifications as needed.
Day 30	SA approves SFAs completed/modified Request For Proposal (RFP)/Contract.
Day 45	SFA advertises in major state publications for the first time.
Day 52	SFA advertises in major state publications a second time.
Day 60	Pre-proposal conference. Representatives from each Food Service Management Company (FSMC) submitting proposals are requested to attend. (All amendments to and interpretations of this RFP solicitation shall be in writing.)
Day 61–81	FSMC representatives survey schools. SFA provides tours of facilities to all potential contractors at the same time, if possible.
Day 95	All addenda/amendments received by FSMC. FSMCs submit proposals to SFA.
Day 105	Proposal openings with one or more witnesses. (Indicate date, time and place of opening.) Representatives from FSMCs are not required to attend.
Day 110–135	Analyses of proposals based on RFP criteria; top FSMC candidates are invited to give formal presentation to Evaluation Committee; presentations conducted. Evaluation Committee makes written, objective evaluation and recommendation to SFA Administration. Proposal/contract reviewed by SFA's attorney; attorney reviews and provides written approval.
Day 136	Draft of all <b>final</b> contract data/materials, debarment/suspension certification proposal analyses; and all evaluation records submitted to SA for review and approval.

FSMC RFP for Beaufort County School District

- Day 166 SFA submits final RFP/contract to SA for approval. (The RFP becomes the contract.)
- Day 170 Notice to FSMC of approval of contract by SA.
- Day 175 Official award and contract signing. (A copy of the **entire** approved document (RFP), agreement authorization with official signatures, and copy of school board approval minutes must be provided to the SA immediately after contract signing.
- Day 205 Training of school district food service personnel provided by FSMC.
- Day 213 First meal service.

\* *From the day the RFP is mailed, a minimum of six months is required before first meal service. Federal regulation citations concerning food service management company contracts can be found in 7 CFP Part 210 National School Lunch Program.*

**Index of Regulatory Citations Applicable to  
Food Service Management Company Contracts**

**7 CFR Part 210—National School Lunch Program**

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

## FSMC RFP for Beaufort County School District

<b>210.16 (c) (1)</b>	FSMC shall maintain records to support SFA's claim for reimbursement
<b>210.16 (c) (2)</b>	FSMC health certification for any facility used to prepare food outside of school
<b>210.16 (c) (3)</b>	Nonpayment conditions (spoiled or unwholesome foods, etc.)
<b>210.16 (d)</b>	Duration of contract
<b>210.21</b>	Procurement

### **7 CFR Part 215—School Milk Program**

### **7 CFR Part 220—School Breakfast Program**

### **7 CFR Part 245—Determining F/RP Eligibility**

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

### **7 CFR Part 250—USDA Foods**

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

**REQUEST FOR PROPOSAL/  
CONTRACT**

**SECTION ONE**

**General Information**



**REQUEST FOR PROPOSAL  
FROM FOOD SERVICE MANAGEMENT COMPANIES  
TO PROVIDE FOOD SERVICE MANAGEMENT SERVICES  
FOR BEAUFORT COUNTY SCHOOL DISTRICT'S  
NON-PROFIT SCHOOL FOODSERVICE PROGRAM**

**GENERAL INFORMATION**

**A. Intent**

This Request for Proposal is for the purpose of obtaining proposals and ultimately entering into a contract to provide Food Service Management Services for the Beaufort County School District nonprofit school food service program, hereinafter referred to as the School Food Authority (SFA). Schools listed in Appendix A are equipped as on-site preparation facilities. The Food Service Employees listed in Appendix C are employees of the SFA and shall be given the opportunity to remain SFA employees. However, all new employees hired after the signing of the contract will be employees of the Food Service Management Company.

The offeror or Food Service Management Company will be referred to as the FSMC, and the Contract will be between the FSMC and the SFA. The FSMC shall offer assurances that all operations addressed in the RFP will be conducted in a manner that is consistent with the goal of the SFA's Child Nutrition Program, which is to **provide nutritionally balanced meals of high quality to students at an economical price in an attractive, appealing, and friendly environment.**

**B. Procurement Method**

A competitive proposals process will be used to procure services from the FSMC. **All procurement transactions shall be conducted in a manner that provides maximum, open, and free competition consistent with federal regulations as defined in 7 CFR 3016.**

**C. Pre-Proposal Conference**

A pre-proposal conference for all interested offerors will be held on Tuesday, March 24, 2015 at 9:30 AM EDT at the Beaufort County School District. The purpose for the meeting will be to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials. During the pre-proposal meeting, information and materials pertaining to the food service operation will be distributed to each FSMC represented. FSMCs will have the opportunity to ask questions relating to the food service program. FSMCs will also have the opportunity to clarify any information contained in the RFP. Any questions not addressed at the pre-proposal meeting must be submitted in writing to the SFA.

Written responses will be distributed by confirmed email to all FSMCs that attend the pre-proposal meeting and will be referred to as Appendix O.

#### **D. Proposal Submission and Award**

1. Sealed proposals are to be submitted to:

Sandi Amsler, CPPB  
Procurement Coordinator  
Beaufort County School District  
P. O. Drawer 309  
2900 Mink Point Blvd.  
Beaufort, SC 29902  
843-322-2349

The public opening of the sealed proposals will be at **2:00 PM EDST on Wednesday, April 8, 2015 at the Beaufort County School District**. Proposals will not be accepted after this time. **One (1) original, six (6) copies** and one (1) redacted electronic version of the proposal are to be delivered in a sealed container marked **School Food Service Management Services Proposal**. Faxed and/or e-mailed copies are unacceptable. Each proposal must include all required responses and documents at the time of public proposal opening.

2. The SFA reserves the right to reject any or all proposals and to cancel this solicitation if deemed to be in the best interest of the SFA. The SFA reserves the right to reissue the RFP.
3. To be considered, each offeror must submit a complete response to this solicitation using the required format and forms provided. All proposals should be carefully worded and must convey all of the information requested in order to be considered responsive. Any time prior to the proposal opening, the FSMC may withdraw a submitted proposal by submitting a request in writing. **One (1) original and six (6) copies** of the proposal should be submitted on or before the date and time specified.
4. The award shall be made to the highest-ranked, qualified, and responsible offeror whose proposal is responsive to this solicitation. A responsible offeror is a FSMC whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation and whose responses best meet the criteria contained throughout the RFP. An Evaluation Committee, appointed by the SFA, will review and evaluate all written proposals based on pre-established criteria, will observe presentations from highest-ranking offerors, and will make final recommendations to the SFA's Board of Education.
5. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals and to seek clarification on any items contained in the RFP; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on the plea of error. The offeror has responsibility for all cost incurred prior to the signing of

a contract by all parties. **Paying the FSMC from Child Nutrition funds is prohibited until the contract is signed and approved by the SA.**

6. Questions may be submitted to:

Sandi Amsler, CPPB  
Procurement Coordinator  
P. O. Drawer 309  
Beaufort, SC 29901-0309  
[Sandi.Amsler@beaufort.k12.sc.us](mailto:Sandi.Amsler@beaufort.k12.sc.us)

7. **PROHIBITED COMMUNICATIONS AND DONATIONS:**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

- a) During the period between publication of the solicitation and final award, **you must not communicate, directly or indirectly, with the SFA or its employees, agents or officials regarding any aspect of the procurement activity**, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer.
- b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. **You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the SFA during the period beginning eighteen months prior to the Opening Date.**

**E. Amendments**

If necessary, an amendment(s) will be issued prior to the proposal submittal date and in time for the purposes of modifying or interpreting the proposal instruction through additions, deletions, clarifications, or corrections. Any amendment issued by the SFA shall become a formal part of this RFP.

An amendment will be forwarded to all potential offerors who are known by the SFA to have received a completed copy of the RFP. No amendment will be issued later than five (5) days prior to the proposal submittal date except to (a) withdraw the RFP, or (b) postpone the proposal submittal date and time. The SFA shall not be legally bound by any amendment or interpretation that is not in writing.

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment(s) with their proposal. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**F. Late Proposals**

Any proposal received after the exact time specified for receipt will not be considered.

**G. Pre-Award Clarification**

The SFA reserves the right to conduct final discussions and negotiations with the FSMC recommended by the Evaluation Committee prior to awarding the contract. The purpose of these discussions shall be to clarify and assure full understanding of any issue contained in the proposal. In conducting these discussions, there shall be no disclosure of any information derived from proposals by competing FSMCs.

**H. Final Contract**

**The submitted RFP, including all attachments and all documents submitted by the offeror, will become the official contract when approved, awarded, and signed.**

**I. Conflict of Interest**

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under state law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

**J. Approval of Publicity Releases**

The FSMC shall not have the right to include the SFA's name in its published list of customers, without prior approval of the SFA. Such restriction shall not prohibit either party from disclosing the existence of the relationship. The FSMC agrees not to publish or cite in any form any comments or quotes from SFA staff. FSMC further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the SFA.

**REQUEST FOR PROPOSAL/  
CONTRACT**

**SECTION TWO**

**Definitions**

## **DEFINITIONS APPLICABLE TO ALL RFP/CONTRACT SECTIONS**

**Accounting Periods**—each month throughout the fiscal year from July 1 to June 30.

**Amendments**—written documents issued by the SFA prior to the opening of proposals which modifies the RFP documents by addition, deletions, clarifications, or corrections.

**Appendices**—documents to be provided by the SFA to the FSMC as part of the RFP/contract.

**Attachments**—documents to be provided by the FSMC in response to the RFP/contract.

**ADM/ADP**—Average Daily Membership / Average Daily Participation

**Bid**—an offer to perform, in accordance with the specifications and conditions, for a stipulated price.

**Board**—the Board of Education of the School Food Authority (SFA). The SFA's Board of Education will provide final approval or disapproval to the Evaluation Committee's recommendation.

**Code of Federal Regulations (CFR)**—the code of federal regulations. Means the codification of the general and permanent rules published in the *Federal Register* by the executive departments and agencies of the federal government.

**7 CFR 3016**—USDA's regulations regarding the administration of grants. Subpart S sets forth the procurement provisions and Subpart T sets forth cost principles.

**CN (Child Nutrition) Label**—indicates that the product conforms to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal requirements.

**Contract Award**—the awarding of a contract to a successful offeror signifying the acceptance of the proposal.

**Competitive Sealed Bid**—a method of procurement whereby sealed bids are publicly solicited and a firm, fixed-price contract is awarded to the responsible bidder whose bid, conforms to all the material terms and conditions of the lowest price.

**Competition**—the process by which two or more companies attempt to secure the business of a customer by offering the most favorable terms as to price, quality, and service.

**Competitive Foods**—any foods sold on the school campus that compete with the school breakfast and lunch programs. Violation of the state's Competitive Foods Policies may result in reclaims of federal funds to support the SFA's school breakfast or lunch programs.

**Contract**—a formal, legally enforceable agreement duly executed by the authorized representative of the SFA and the FSMC. The SFA's RFP and the contractor proposal to the RFP will become the final contract.

**Contract Documents**—any letters, forms, attachments, or other documents that the offeror submits with the proposal and any documents provided by the SFA in the context of this RFP, unless the terms in any such documents conflict with any term in the RFP.

**Current Year**—the period beginning July 1 and ending June 30.

**Decimals**—meal charges are to be carried out four (4) decimal places, if applicable.

**Direct Cost**—a cost that is incurred specifically for one activity and can be identified specifically with that cost.

**Duration**—the contract duration must be limited to one year, with the effective beginning and ending dates stated in the contract. The beginning date should not be prior to the date the contract is signed. Additionally, if renewals will be permitted, the contract must also state the date by which the renewal must be executed by both the SFA and FSMC. Although four (4) additional one-year renewals are permitted, contracts cannot contain automatic renewal provisions. The renewal date must occur on or prior to the expiration date of the current contract. Any provisions, including adjustments to payments that will be used for renewing contracts, must be stated in the RFP and the contract, as applicable. These alterations cannot result in substantive changes to the original contract. If the school district (SFA) determines that significant changes are necessary, the SFA must re-bid the contract. The following changes would normally not substantially change the contract:

**Number of Schools**—new schools added;

**Changes in Enrollment**—decreases and increases in student enrollment and the corresponding change expected in participation;

**Changes in Price**—meal price changes (determined by the SFA);

**Cost Increases**—cost increases limited to a measurable index (such as the Consumer Price Index for All Urban Consumers); and

**Meal Equivalency**—minor adjustments to the per meal equivalency.

Examples of substantive changes which could require the SFA to re-bid the contract include the addition of a program, such as the School Breakfast Program; major changes to the formula for determining meal equivalency; a major shift in responsibilities for SFA/FSMC staff; and significant changes in the basis for determining guaranteed returns.

**Exhibits**—documents the FSMC may choose to use to calculate their firm price.

**Expendable Equipment**—items utilized in the preparation of food, including such things as pots, pans, and kitchen utensils. Expendable equipment also includes any item used in the nonprofit food service program as any item with a useful life of more than one meal service and with a purchase value per unit of \$4,999.99 or less.

**Food Service Facilities**—are the areas, improvements, personal property, and facilities made available by the SFA to the FSMC for the provision of the food services.

**Food Service Program**—is the preparation and service of food to the SFA's students, staff, employees, and authorized visitors. The food service program may include, but is not necessarily limited to, the National School Lunch Program, the School Breakfast Program, the After School Snack program, and the Seamless Summer Food Service Program, catering services, and à la carte food service.

**FNS**—Food and Nutrition Service of the United States Department of Agriculture.

**FSMC**—the Food Service Management Company.

**FSMC's Responsibility**—requires each FSMC to fully acquaint himself with conditions relating to the scope and restrictions attending the execution of this request for proposal (contractual bid). The failure or omission of a FSMC to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect for proposal or contract.

**Firm, Fixed-Price Contract**—under this type of contract, the FSMC is required to perform the work described in the contract. The price is not subject to any adjustment on the basis of the FSMC's cost experience in performing the contract. The firm fixed price contract includes any management fee and/or administrative allowance for the financial reporting; legal, tax, and audit services; and management oversight provided to client locations by FSMC at the regional and corporate levels.

**Gross Receipts**—the total of all cash receipts, reimbursements received by the SFA, and other revenue under the SFA's nonprofit food service program.

**Indirect Cost**—a cost of a general nature which is not readily identifiable with the activities of the grant and incurred for a common or joint purpose benefiting more than one activity or cost objective.

**Indirect Cost Rate**—a device for determining, in a reasonable manner, the proportion of indirect costs the child nutrition program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base. Rates are published annually by July 1.

**In-Kind Meals**—meals provided to adults who are directly involved in meal preparation and service. Teachers, aides, maintenance workers, secretaries, principals, and/or visitors, etc., should not eat free of charge unless the district accounts for and reimburses the school food service account for such adult meals. Students who assist in the cafeteria should not be considered "in-kind" nor reported as adult in-kind meals.

**Meal Equivalents**—defined as the common denominator for calculation of the management fee and the per meal guarantee. The meal equivalent formula shall be determined by dividing the total of cash receipts, other than from sales of National School Lunch and Breakfast Program meals of Cash Equivalents, by the Equivalency Factor. For the purpose of computing the foregoing meal counts, the number of National School Lunch Program meals and Seamless Summer Food Service Program lunches served to children and adults shall be determined by actual count. The number of breakfast meals served to children under the School Breakfast Programs, including the Seamless Summer Food Service Program, shall be three children or adult breakfast per two lunches or conversion factor of .66 is equal to 1 meal equivalent, and the number of after-school snacks served to children through the National School Lunch Program shall be divided by three. À la carte meal equivalents shall be computed by dividing à la carte revenues sold only by the school food service program by the current free lunch reimbursement plus current USDA foods value per meal. À la carte revenue shall include à la carte sales to students and adults purchased only in the school food service program. The meal equivalent formula shall be calculated as follows:

1. One student or 1 paid adult lunch = 1 meal equivalent
2. Three student or 3 paid adult breakfast per two lunches or conversion factor of .66 = 1 meal equivalent
3. Three student or 3 paid adult snacks = 1 meal equivalent



4. À la carte revenues divided by current lunch reimbursement plus most current USDA foods value per meal = 1 meal equivalent (Subject to change each contract period)

**Non-expendable Equipment**—defined as any item with a per-unit purchase of \$4,999.99 or more. All non-expendable equipment will be purchased by the SFA.

**Nonprofit School Food Service Program**—all food service operations conducted by the SFA are principally for the benefit of school children; all of the revenue from which is used solely for the operation or improvements of such food services.

**Nutrition Analyses**—provides detailed nutrition information on planned program menus. All menus must be planned to meet the Dietary Guidelines for Americans. The FSMC proposal will include a nutrition analysis for each menu planned for all programs operated. Nutrition analyses must be available for all program meals planned and served daily during the contract period(s). (The nutrition analyses program used must be approved by USDA.)

**Offeror**—a vendor who responds to a solicitation; for this purpose, the offeror is the FSMC responding to the RFP.

**OMB Circular A-102, Attachment O**—the official federal regulations governing the procurement activities of state and local grantees of federal funds. Includes local food service operators receiving federal funds issued by the USDA, Food and Nutrition Service. This guidance has been replaced by 7 CFR396 (For Public Sponsors) and 7 CFR 3019 (for Private Sponsors).

**On-site**—defined as the physical location of the food preparation facilities of the school district as presented in RFP.

**Pre-proposal Conference**—helps ensure that each bidder understands the terms of the bid.

**Product Identification (ID)**—the product identifications or descriptions are not specifications. Product identifications are limited to requirements that can be verified on delivery or information essential for communication between contractor and SFA. Product identifications must be supplied with RFP for all items without CN label to insure quantity and quality.

**Proposal**—a complete and properly signed response to the RFP. The proposal is presented as described in the response to RFP section of the school district RFP. The entire RFP will become the legal contract when approved, awarded, and signed.

**Proposal Opening**—the process of opening and reading the content of proposals for the first time, at the date, time, and location specified in the Request for Proposals.

**Public Access to Procurement Information**—no documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after the contract is awarded. Once awarded, non-proprietary information contained in the FSMC's response to the RFP becomes public record. Commercial or financial information obtained in response to this RFP may be considered privileged and confidential. Such privileged and confidential information includes information that, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal they consider to contain proprietary information.

**Qualified Offeror**—an offeror who is qualified by experience, equipped to perform the work required or furnish the necessary material indicated in the specifications, and who has the necessary financial backing and ability to complete the contract.

**Request for Proposal (RFP)**—the document that communicates to potential FSMC the requirements of the school districts. The RFP must be submitted in its entirety and will become the final contract. No substitute contract will be accepted.

**Right of Non-Commitment or Rejection**—this RFP solicitation does not commit the school district or SFA to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The district or SFA reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the district or SFA to do so.

**School Food Authority (SFA)**—the school district. As the SFA, the school district is legally responsible to ensure that nonprofit school food service program complies with the SFA's agreement with the South Carolina Department of Education and complies with federal and state laws, regulations, and policies contained in the National School Lunch program (NSLP), the School Breakfast Program (SBP), the After School Snack Program (ASSP), the Seamless Summer Option Program (SSOP), and the Fresh Fruit and Vegetable Program (FFVP). The SFA is required by law to retain responsibility for its food service program including the following:

- Signature authority on the application/agreement to participate in the NSLP, SBP, ASSP, SSOP, and FFVP including the SFA's free and reduced-price policy statement as contained in 7 CFR 210.16(a)(2).
- Signature authority on the monthly Claim for Reimbursement as contained in 7 CFR 210.16(a)(5).
- Development, distribution, and collection of the parent letter and application for free and reduced-price meals.
- Determination of eligibility for free and reduced-price meals and the conduct of any hearings related to such determinations as contained in 7 CFR Part 245.
- Verification of applications for free and reduced-price meals.
- Control of the school food service account and overall financial responsibility for the program.
- Determination of all prices, including price adjustments for food items served under the nonprofit school food service account (including reimbursable meals, à la carte service, adult meals, and vending machines).
- Title to United States Department of Agriculture (USDA) foods and any foods processed from those USDA foods.
- Development of the 21-day cycle menu for the FSMC proposal as well as changes to the 21-day cycle menu after the first 21 days of meal service.
- Designation of a representative of the SFA, who has a minimum of three (3) years of experience managing and/or supervising CN programs who

will monitor the contract between the SFA and the FSMC and ensure contract compliance with program regulations through regular, frequent site visits.

- Establish, maintain, and conduct regular meetings of an advisory board composed of parents, teachers, and students to assist in menu planning.
- Maintenance of applicable health certifications and assurance that all state and local regulations are being met by the FSMC preparing or serving meals at a school food authority facility.
- Assurance that the maximum amount of USDA foods are received and utilized by the FSMC and accrue only to the benefit of the SFA's nonprofit school food service account.
- Control of the quality of food and the quality, extent, and general nature of its food service as contained in 7CFR 210.16(a)(4).
- Responsibility for all contractual agreements entered into in the connection with the Child Nutrition Programs, including USDA food processing contracts.
- Responsibility for ensuring resolution of program review and audit findings;
- Establishment of internal controls to ensure accuracy of lunch counts prior to the submission of the monthly claim for reimbursement. At a minimum, the SFA shall
  - review, edit, and check worksheets and make comparisons of daily free, reduced-price, and paid breakfast and lunch counts against data which will assist in the identification of breakfast and lunch counts in excess of the number of free, reduced-price, and paid breakfasts and lunches served each day to children eligible for such meals;
  - develop and implement a system for follow-up on those breakfast and lunch counts which suggest the likelihood of lunch counting problems; and
  - conduct on-site reviews of the breakfast, lunch, and after school snacks counting and claiming system employed by each school within the jurisdiction of the district.
- Physically imputing the monthly claim for reimbursement into the South Carolina Automated Payment System (SCAPS).
- Provide detailed specifications, including but not limited to, grade and weight for each food component or menu item as specified in 7 CFR 210 and include these specifications in the RFP. Specifications may also cover other items such as purchase units, style, condition, ingredients, formulations, and delivery time;
- Conduct required annual on-site and district reviews of the FSMC operations;

**The Healthy, Hunger-Free Kids Act of 2010**—USDA requires schools to hold the fat content of menus (averaged over a week) to not more than 30 percent of calories, with not more than 10 percent of fat as saturated fat. Menus will also have to meet current standards for vitamins, minerals, and calories. SFAs are encouraged to lower the cholesterol, sodium, and sugar contents and to increase their dietary fiber contents of all meals and snacks served in the SFA's school food service program.

**Service wares**—items utilized in the service of food, including such things as chinaware, glassware, and silverware.

**Signature Authority**—the SFA shall retain signature authority on the Child Nutrition Program Agreement, Free and Reduced-Price Policy Statement and any and all claims made for reimbursement.

**Specifications**—are written descriptions of what the purchaser requires and, consequently what a bidder **must** offer to be considered eligible for a bid award.

**Special Food Service Functions**—requested by the SFA shall be provided at a firm price mutually agreeable to the contractor and SFA. The contractor and the SFA shall agree as to what portion of this cost is to be reimbursed to the contractor and what portion will be paid directly by the SFA. All cost related to special food service functions shall be clearly identifiable on the monthly billing and shall not be considered when determining the number of meal equivalents for which the contractor will be paid a management fee or the performance of the FSMC as it relates to compliance with the meal equivalent cost guarantee. No USDA foods can be used for such functions. In addition, no food, labor, and supplies appropriated for the daily food service programs can be used for these functions.

**State Agency (SA)**—the South Carolina Department of Education. The National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program (ASSP), Seamless Summer Option Program (SSOP), and Fresh Fruit and Vegetable Program (FFVP) are administered for the state through the Department's Office of Nutrition Programs.

**Term**—one year with four one-year renewal options. A partial school year will be considered one of the four one-year renewal options.

**USDA**—the United States Department of Agriculture.

**USDA Rebates**—refers to items produced on "Processing Contracts" from USDA donated foods. All rebates generated from the processing of the SFA's USDA foods are required to accrue to the SFA's non-profit school food service account.

**Vendor**—a merchandiser of complete meals, meal components, or raw materials.

**FOOD SERVICE MANAGEMENT COMPANY**

**REQUEST FOR PROPOSAL/CONTRACT**

**SECTION THREE**

**Specific Requirements**

## **SPECIFIC REQUIREMENTS**

- A. The contract awarded as a result of this RFP shall be effective for one year for the school year beginning July 1, 2015 and ending June 30, 2016. Upon mutual agreement of the SFA and the FSMC, the contract may be renewed annually for up to four additional one-year periods.
- B. The FSMC shall provide the following services:
1. The preparation and service of food to students, SFA employees, and guests of the SFA in accordance with the description of the food service menu style described in this RFP.
  2. The collection of daily cash sales shall be in accord with the cash collection procedures of the SFA as described in the approved Free/Reduced-Price Meal Policy.
  3. The daily collecting and counting of all meals served by category in accord with the Free/Reduced-Price Meal Policy approved by the South Carolina Department of Education's Office of Nutrition Programs.
  4. The deposit of daily cash collections in a school district bank account restricted for use by the SFA's nonprofit food service.
  5. Modification of the approved counting mechanism as a result of a change in student eligibility status. The modification must be implemented a minimum of one day from the receipt of notice of change from the SFA's designated determining official. An increase in eligibility status must be made within three operating days. A decrease in eligibility must be made within ten operating days. The SFA retains responsibility for ensuring, and monitoring on a regular basis, that the benefits issuance document used at the school level is accurate and provides a correct daily count of reimbursable meals served to eligible students.
  6. The maintenance of the daily meal count report and documents to support the SFA's claim for reimbursement.
  7. The monthly consolidation of the school meal counts shall be prepared and certified to the SFA not later than three working days after the last service day of each month.
  8. The record of purchased and USDA foods used shall be maintained in the format prescribed by the South Carolina Department of Education.
  9. The SFA is responsible for assuring that the FSMC utilizes the maximum amount of USDA foods to the benefit of the nonprofit food service program. The value of USDA foods will be deducted from the FSMC's monthly amount due or passed through to the SFAs nonprofit school food service account. The FSMC must respond to USDA food orders, as necessary, to take full advantage of the USDA foods offered.

10. Shall claim and give the SFA's nonprofit school food service account credit for any rebate bonuses, special promotions, or any and all financial purchasing incentives received for the value of USDA-donated USDA foods used in processed foods.
  11. Replacement of all food lost due to refrigeration malfunction at no cost to the SFA, to the extent such loss was a result of FSMC's negligence. Daily temperature records must be maintained in all schools on all refrigerated equipment, including holidays.
  12. Provision of a monthly listing by schools of the ending inventory for purchased food, supplies, and USDA foods. Also a listing by schools of the total value received of USDA Foods
  13. Provision of a monthly listing by schools that have breakfast as a percentage of the total labor, food, supplies, and USDA foods used in the breakfast program.
  14. Maintenance of high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment and kitchen floors) and for the routine cleaning of cafeteria tables and chairs. The washing of dishes, trays, flatware, pots, pans, utensils, the cleaning and sanitation of food equipment, counters, serving lines, routine cleaning, light fixtures, window coverings, in the kitchen and storage areas used by the FSMC, including the cleaning of floors and walls in these areas, and the wiping of tables and chairs in the dining areas between serving periods or as needed. FSMC must comply with all state and federal regulations involving food safety and sanitations.
  15. Placement of all garbage and trash in appropriate containers and place in the area designated by the SFA for later removal.
  16. Training and implementation of the Food Safety Plan–Hazard Analysis & Critical Control Points (HACCP) as required by the SA.
  17. Implementation of the required Production Record developed by the SA and required to be used in the food service program.
- C. The FSMC will be paid on a per meal rate, which must include the management fee if a management fee is charged. The value of USDA foods received must be itemized in the regular monthly billing to the SFA to document savings resulting from USDA food usage. (No value or benefit of USDA foods shall accrue in any manner to the FSMC). The values are to be based on the value of the product at the point the SFA receives the USDA foods at each site and on USDA prices pertinent to that time period. All program expenses not otherwise defined in the contract will be covered by the FSMC in the firm fixed price. The same travel, lodging and expense reimbursement regulations, as applied to SFA personnel, shall apply to FSMC personnel. The following must be included in the firm fixed price and may not be charged to any other expenses.

1. Personnel and Labor Relations and Services Visitation;
2. Legal Department Services;
3. Purchasing and Quality Control;
4. Technical Research;
5. Cost incurred in Hiring and Relocating FSMC Management personnel;
6. Dietetic Services (Administrative and Nutritional);
7. Recipe Development, Modification and the Use of Test Kitchens;
8. Accounting and Accounting Procedures;
9. Tax Administration;
10. Technical Supervision;
11. FSMC Regional/Supervisory Personnel and Regular Inspections or Audit Personnel;
12. Teaching and Training Programs;
13. General Regional Support;
14. General National Headquarters Support;
15. Design Services;
16. Menu Development;
17. Information Technology and Support;
18. Payroll Documentation and Administrative Cost;
19. Personnel Advice;
20. Any and All Travel Related to All of the Above Items;

D. Costs which the FSMC shall include in the Firm Fixed Price paid per meal charge are as follows:

1. Food and beverages.
2. A. Salaries of on-site personnel employed by the FSMC.  
B. Reimburse salaries of personnel who remain school district employees by the FSMC.
3. A. Fringe benefits of on-site personnel employed by the FSMC.



B. Reimburse fringe benefits of personnel who remain school district employees.

4. Delivery and storage fees paid to state-contracted firm for USDA donated foods. Delivery fees for the 2013-2014 school year were \$31,232.81.
5. Public liability insurance as specified in Section Five (N).
6. Fire and theft Insurance for FSMC or FSMC employees or agent personal property.
7. Applicable taxes and fees except as noted in this part.
8. Special occasion and seasonal decorations for the dining and food service area (to be provided by FSMC a minimum of four (4) times yearly.
9. Promotional materials for use in increasing student satisfaction and participation (to be provided by FSMC a minimum of six (6) times yearly.
10. The value of USDA donated foods to be provided by SFA for use of the FSMC.
11. Management or administrative fees charged by the FSMC.
12. Indirect cost. The total indirect cost paid to the general fund from school food service funds for the 2013-2014 school year was \$121,436.76.
13. Maintenance of applicable health certifications and assurance that all state and local regulations are being met by a FSMC preparing or serving meals at a school food authority facility.
14. Others, such as delivery or refrigerated vehicles, land line telephones, computers and personnel for satellite sites, etc.

E. **Menu System for Reimbursable School Breakfast:** The FSMC and SFA will make all reasonable efforts to encourage participation in the School Breakfast Program. Each day the school operates, the FSMC shall make readily available to all students throughout the serving periods, designated by the SFA, the following which conforms to the recent and pending regulatory requirement changes stated in 7 CFR Parts 210 and 220 and also required in the Richard B. Russell National School Lunch Act (NSLA) in Section 9(a)(4), 42 USC 1758(a)(4) and Section 201 of the Healthy, Hunger-Free Kids Act of 2010 amended Section 4(b) of the NSLA, 42 USC 1753(b):

1. A choice of 1 cup of flavored or unflavored fat-free milk or 1% low-fat unflavored milk only per day.
2. A choice of two fruits or vegetables or full-strength juices to equal a minimum of ½ cup per day must be offered each day for K–12. (Note: One

cup of fruit with vegetable substitutions will be required in SY 2014–15.)

3. A choice of two grains or meat/meat alternate shall be offered daily. Effective during the SY 2013–14, daily minimum and weekly ranges for grains will be required for:
  - Grades K–5: 1 oz. equivalent minimum daily (7–10 oz. weekly)
  - Grades 6–8: 1 oz. equivalent minimum daily (8–10 oz. weekly)
  - Grades 9–12: 1 oz. equivalent minimum daily (9–10 oz. weekly)
  - Meat/meat alternate may be substituted for grains after the minimum daily grains requirements are met.
4. All grains must be whole grain-rich.
5. Calorie ranges (min. and max.) are Grades K–5 (350–500), Grades 6–8 (400–550), Grades 9–12 (450–600).
6. Saturated fat will be less than 10 percent of total calories and zero grams per serving for trans-fat.
7. Sodium targets for K–12 for SY 2014–15 will be as follows: Grades K–5 less than or equal to 540 mg; Grades 6–8 less than or equal to 600 mg; Grades 9–12 less than or equal to 640 mg.
8. Weekly nutrition analysis must be provided by the FSMC to document that all program meals are planned and served to meet the requirements of USDA’s Healthy, Hunger-Free Kids Act of 2010, which are based on the 2010 Dietary Guidelines for Americans. The nutrition analysis must be completed for the duration of the contract period. The nutritional analysis must be based on weighted averages planned.
9. For the breakfast priced as a unit to be claimed for reimbursement, schools must offer 3 food components that consist of a minimum of 4 of the following food items. Students are allowed to decline one food item but must select at least ½ cup of the fruit or vegetable component. Students must select the other food components in the quantities planned.
  - Fruit (fresh; frozen without sugar; canned in light syrup, water, or fruit juice; or dried) and fruit juice (100 percent full-strength and cannot meet more than one-half of the fruits component).
  - Vegetables (optional at breakfast)
  - Grain/Bread
  - Meat/Meat Alternate (may be offered after the minimum daily grains (1 oz. eq.) requirement is met.
  - Milk

10. In order to offer à-la-carte food service, all eligible students must be offered free, reduced-price, and full-price reimbursable meals. Students may select additional servings of the food offered and pay for them at à la carte (Supplemental Sales) price schedule established by the SFA. À la carte items will comply with applicable federal and state regulations.
11. Menus planned and served must be planned to meet student preferences as determined by student surveys and/or an advisory board. Menus planned for students other than those living in this geographic region are not acceptable.

F. **Menu System for Reimbursable School Lunch:** The FSMC and SFA will make all reasonable efforts to encourage participation in the National School Lunch Program. Each day the school operates, the FSMC shall make readily available to all students throughout the serving periods, designated by the SFA, the following which conforms to the recent and pending regulatory requirement changes stated in 7 CFR Parts 210 and 220 and also required in the Richard B. Russell National School Lunch Act (NSLA) in Section 9(a)(4), 42 USC 1758(a)(4) and Section 201 of the Healthy Hunger-Free Kids Act of 2010 amended Section 4(b) of the NSLA, 42 USC 1753(b). In addition, lunches served to schools with a K-5 population will also conform to the additional requirements contained in the South Carolina Student Health and Fitness Act (R43-168). Approved meals shall be offered throughout the serving periods as defined by the following:

1. A choice of 1 cup of flavored or unflavored fat-free milk or 1% low-fat unflavored each day.
2. A choice of at least 4 fruit or vegetables (may select up to 4 to equal lunch requirement for fruit and/or vegetable) to equal 1 cup of vegetables plus 1 cup of fruit per day.
3. Weekly requirement for dark green, red/orange, beans/peas (legumes), starchy, and “other” vegetables as defined in the 2010 Dietary Guidelines.
4. Daily minimum and weekly ranges for grains:
  - Grades K–5: 1 oz. equivalent minimum daily (8–9 oz. weekly)
  - Grades 6–8: 1 oz. equivalent minimum daily (8–10 oz. weekly)
  - Grades 9–12: 1 oz. equivalent minimum daily (10–12 oz. weekly)
5. All grains must be whole grain-rich.
6. Calorie ranges (min. and max.) are Grades K–5 (550-650), Grades 6–8 (600-700), Grades 9–12 (750-850).
7. Saturated fat will be less than 10% of total calories and zero grams per serving for trans-fat.

8. Sodium targets for K–12 for SY 2014–15 will be Grades K–5 less than or equal to 1230 mg; Grades 6–8 less than or equal to 1360 mg; Grades 9–12 less than or equal to 1420 mg.
  9. Daily minimum and weekly ranges for the meat/meat alternate requirement:
    - Grades K–5: 1 oz. eq. min. daily (8–10 oz. weekly)
    - Grades 6–8: 1 oz. eq. min. daily (9–10 oz. weekly)
    - Grades 9–12: 2 oz. eq. min. daily (10–12 oz. weekly)
  10. Schools must offer five food components (milk, fruits, vegetables, grains, and meat/meat alternates). Students are allowed to decline two of the five required food components, but they must select at least ½ cup of either a fruit or vegetable. Students must select in the other food components in the quantities planned.
  11. Weekly nutrition analysis must be provided by the FSMC to document that all program meals are planned and served to meet the requirements of USDA’s School Meals Initiative, which are based on the 2010 Dietary Guidelines for Americans. The nutrition analysis must be completed for the duration of the contract period and must meet target nutrient levels before meals are served. The nutritional analysis must be based on weighted averages. Unless offered as part of menu items in a reimbursable lunch, foods of minimal nutritional value are not included in the analysis.
  12. Menus planned and served must be planned to meet student preferences as determined by student surveys and/or advisory board. Menus planned for students other than from this geographic area are not acceptable.
- G. **Meal System for Reimbursable After-School Snack Program.** Daily, the FSMC shall make readily available to all students participating in the after-school snack program the following:
- A minimum of two items must be offered from the following four food components. Any combination of two of four items listed is acceptable with the exception of milk served with juice.
  - An after-school snack which consists of:
    - a choice of milk, fluid 1 cup (8 ounces) (1% low fat and skim, flavored and unflavored)
    - a choice of one meat or meat alternate (1 ounce)
    - a choice of a fruit, or vegetable, or full strength juice (¾ cup)
    - a choice of 1 serving enriched grains/breads (1 ounce or equivalent)
- H. The quantities of food served shall be in accord with the Federal Meal Pattern requirements and the recommendations for the specific age groups as found in 7 CFR Parts 210 and 220.

- I. Detailed product identifications and the USDA Food Buying Guide (revised January 2013) shall be the basis for determining the quality and adequacy of yield for all food items.
- J. All breaded meat/meat alternate products served shall meet meal requirements as served and have a CN Label in order to protect the SFA against audits or over claims.
- K. Written product identifications will be provided for all food purchased without CN Label to insure quantity and quality
- L. The FSMC shall supply special diets to any students as required for medical reasons when prescribed and approved in writing by a medical doctor for disabled students or by a recognized medical authority for non-disabled students. FSMC shall make substitutions in the food components of the meal pattern for disabled students whose handicap restricts their diet and those non-handicapped students who are unable to consume reimbursable meals under normal circumstances. A record of special diets planned and served because of medical or other special dietary needs must be maintained on a daily basis. FSMC substitutions shall be made on a case-by-case basis only when supported by a statement of the need for substitutes that includes recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service shall be maintained as required.
- M. Should reimbursement for a meal be denied, or a claim for loss of USDA foods is established against the SFA as a result of an audit, review, or for any other reason due to FSMC's negligence, the amount of the denied reimbursement (food loss, over-claim, or questioned cost) shall be subtracted from the funds due the FSMC. In the event the reimbursement is denied after the termination of the contract, due to FSMC's negligence, the FSMC shall refund the amount of the denied reimbursement to the SFA's nonprofit school food service account.

The FSMC will not be responsible for an over-claim due to the principal's or approving official's incorrect classification of a free and reduced-price meal application.

- N. The SFA should describe in written detail all arrangements related to à la carte or any extra food sales. Included are snacks and the SFA will determine the items to be sold and the pricing of such items during the school day, if any, as special sales prior to the beginning of the contract. A written list of items will be provided by the SFA. The SFA will make all reasonable efforts to limit foods of little nutritional value.
- O. Should the SFA require food service for special functions (see definition), such as banquets, etc., a firm price per meal shall be negotiated and confirmed in writing with the district official requesting the service.
- P. The planned 21-day menu cycle provided by the SFA as shown in Appendix E shall be served for the first 21 days of the contract without change. Any and all changes after the first 21 days shall be submitted in writing, along with a nutritional analysis documenting that the menus meet state and federal requirements, for approval from the SFA. All SFA-approved changes must be forwarded to SA for review within 30 days of the approved change. Any and all alternate menus or menu items must be approved in writing two weeks prior to serving. FSMC must plan and provide written documentation to SFA for review

that all menus are reimbursable, including all promotional specialty menus planned. FSMC must document that individual schools' advisory councils' recommendations are used in menu planning.

- Q. The FSMC shall cooperate with the SFA to promoting nutrition education as a component of the SFA's school food service program. Efforts to promote nutrition education with classroom instruction must be documented by the FSMC a minimum of two (2) times per month.
- R. The FSMC shall serve free and reduced-price meals to those children designated by an application approved by the SFA and shall protect the anonymity of such children.
- S. The FSMC may petition the SFA for an increase in the per meal charge annually at the time of contract renewal. The amount of increase granted shall not exceed the food away from home series of the Consumer Price Index (CPI). The percentage of increase or decrease for each contract period is determined from this index from March to March. Before price increases can be implemented, the FSMC must document, through cost or price analysis, the need for such price increase. The SFA must forward all documentation to the SA for review and approval. No price increase may be implemented under this provision without prior approval of the SA.
- T. Any and all contract revisions after signing shall be provided in writing to the SA by the SFA. **Any additions or changes that change or negate the mandatory portions of the contract as written will automatically invalidate the contract.**
- U. The SFA will assign an employee of the SFA to monitor compliance of the contract.
- V. Responsibilities that must be retained by the SFA. The following are responsibilities that shall not be delegated when a SFA enters into a contract with a FSMC:
  - 1. Signature authority on the application/agreement to participate in the NSLP, SBP, ASSP, SSOP, and FFVP including the SFA's free and reduced-price policy statement as contained in 7 CFR 210.16 (a)(5).
  - 2. Signature authority on the monthly Claim for Reimbursement as contained in 7 CFR 210.16 (a)(5).
  - 3. Development, distribution, and collection of the parent letter and application for free and reduced-price meals and free milk.
  - 4. Determination of eligibility for free and reduced-price meals and free milk and the conduct of any hearings related to such determinations contained in 7 CFR 245.
  - 5. Verification of applications for free and reduced-price meals.
  - 6. Control of the school food service account and overall financial responsibility for the Child Nutrition Programs.

7. Establishment of all program and non-program meal and à la carte prices.
8. Title to United States Department of Agriculture (USDA) foods.
9. Development of the 21-day cycle menu for the FSMC (RFP) proposal as well as changes to the 21-day cycle menu after the first 21 days of meal service.
10. Implement internal controls for monitoring as required under 7 CFR 210.8(a).
11. Establishment and maintenance of an advisory board composed of parents, teachers, and students to assist in menu planning.
12. Assurance that the maximum amount of USDA foods are received and utilized by the FSMC and accrue only to the benefit of the SFA's nonprofit school food service program as required in 7 CFR 250 5(a) & (b).
13. Control of the quality, extent, and general nature of its food service.
14. Responsibility for all contractual agreements entered into in connection with the School Nutrition Programs.
15. Responsibility for ensuring resolution of program review and audit findings.
16. Conducts on-site and district reviews of FSMC operations.
17. Physically inputting the monthly claim for reimbursement into the School Nutrition Automating Claims (SNACS) Program.
18. Responsibility for cleaning of all ducts and hoods above the filter line as needed. Detachable filters will be cleaned weekly or as needed.
19. Pest control services in the cafeteria and kitchen areas.
20. Office facilities to include the location of office, the equipment, furniture, and any and all miscellaneous equipment/supplies.
21. Fees as applicable for Health Department Food Service Permits.
22. Responsible for cleaning grease traps.

W. Any silence, absence, or omission from the contract specification concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of quality that would normally be specified by the SFA are to be used. This provision should be contained in the RFP and the contract.

- X. Revenue can be used only for the SFA's nonprofit school food service program and cannot accrue to the FSMC. All revenue and any expenses which are charged to an SFA must flow through the SFA's chart of accounts. FSMC expenses which are not billed to the SFA cannot be recorded as expenses to the food service account. Control over the school food service account must be retained by the SFA.



**FOOD SERVICE MANAGEMENT COMPANY**

**REQUEST FOR PROPOSAL/CONTRACT**

**SECTION FOUR**

**APPENDICES**

**(Items shown in Appendix A-P  
are to be provided by the SFA  
to the FSMC)**

## **LIST OF APPENDICES**

The following information/documents shall be provided by the SFA to the FSMC as part of the RFP.

Appendix A, A-1	List of schools and a description of each, including ADM, ADP, and student eligibility by category and current meal prices
Appendix B	School Calendar, including meal service days, teacher work days, required in-service training, etc.
Appendix C	SFA's Food Service Employees, including salary, benefits, etc.
Appendix D	SFA's Personnel Policies and Procedures
Appendix E	Twenty-one (21) Day Menu Cycle for Breakfast and Lunch Programs (prepared by SFA)
Appendix F	USDA Donated Foods including record of USDA Foods used, monthly ending inventories by school, total value of USDA Foods by school
Appendix G	À la Carte (Supplemental Sales) Food Items and Special Sales Revenue by School
Appendix H	Minimum Food Specifications
Appendix I	Purchased Food and Supplies (Ending Inventories by School)
Appendix J	Monthly Breakfast Labor, Purchased Food, and USDA Foods by School
Appendix K	School Inventory List (including miscellaneous kitchen items; to be certified as correct by an authorized representative of both parties)
Appendix L	Special food service functions planned and served by SFA previous year
Appendix M	Other Food Programs
Appendix N	Cost Responsibility Detail Sheet
Appendix O	Written responses to questions from potential FSMCs
Appendix P	Program Identification

**LIST OF SCHOOLS/DESCRIPTION**

(To be completed by the SFA)

Site or School	Address	Grade Levels	ADM	ADP	Beginning and Ending Times of Meal Service		
					Breakfast	Lunch	Snack
Beaufort Elementary	1800 Prince Street Beaufort, SC 29902	PK - 5	630	232	8:00-9:00	11:20-1:00	N/A
Bluffton Early Childhood Center	150 H.E. McCracken Circle Bluffton, SC 29910	PK - K	284	169	8:00-9:00	10:45-12:10	N/A
Bluffton Elementary	160 H.E. McCracken Circle Bluffton, SC 29910	1 - 5	433	344	7:50-8:20	10:40-1:40	N/A
Broad River Elementary	474 Broad River Road Beaufort, SC 29906	1 - 5	579	188	7:30-9:00	10:45-1:00	N/A
Coosa Elementary	45 Middle Road Beaufort, SC 29907	1 - 5	468	338	7:45-8:20	10:50-1:20	N/A
Daufuskie Island School	22 Old Haig Point Rd. Daufuskie Island, SC 29915	1 - 5	N/A	N/A	N/A	N/A	N/A
Hilton Head Early Childhood Center	165 Pembroke Drive Hilton Head Island, SC 29926	PK - K	447	293	7:50-8:20	10:30-12:00	N/A
Hilton Head International Baccalaureate Elementary	30 School Road Hilton Head Island, SC 29926	1 - 5	904	718	7:40-8:10	10:45-1:35	N/A
Hilton Head School for the Creative Arts	10 Wilborn Road Hilton Head Island, SC 29926	1 - 5	807	569	7:50-8:20	10:30-1:20	N/A
James J. Davis Early Childhood Education Center	364 Kean Neck Road Seabrook, SC 29940	PK-K	N/A	N/A	N/A	N/A	N/A
Joseph S. Shanklin Elementary School	121 Morrall Drive Beaufort, SC 29906	1 - 5	393	531	7:45-8:30	10:40-12:45	3:00-4:30
Lady's Island Elementary	73 Chowan Creek Bluff Beaufort, SC 29907	1 - 5	294	270	7:40-8:15	10:35-12:40	N/A
Michael C. Riley Early Childhood Center	172 Burnt Church Road Bluffton, SC 29910	PK - K	307	137	7:45-8:30	11:00-12:20	N/A
Michael C. Riley Elementary	200 Burnt Church Road Bluffton, SC 29910	1 - 5	465	220	7:45-8:30	11:25-1:30	N/A
Mossy Oaks Elementary	2510 Mossy Oaks Road Beaufort, SC 29902	1 - 5	417	387	7:40-9:40	10:45-12:55	N/A
Okatie Elementary	53 Cherry Point Road Bluffton, SC 29909	1 - 5	606	431	8:00-9:00	10:50-12:30	N/A
Pritchardville Elementary	9497 Evan Way Bluffton, SC 29910	1 - 5	784	516	7:45-8:30	10:30-1:00	N/A

Port Royal Elementary	1214 Paris Avenue Port Royal, SC 29935	1 - 5	248	202	7:30-8:30	10:35-12:35	N/A
Red Cedar Elementary	10 Box Elder Street Bluffton, SC 29910	1 - 5	778	222	7:45-8:45	10:40-1:45	N/A
St. Helena Elementary	1025 Sea Island Parkway St. Helena Island, SC 29920	1 - 5	364	225	7:30-8:00	10:50-12:45	3:30-4:15
Whale Branch Elementary	15 Stuart Point Road Seabrook, SC 29941	1 - 5	534	286	7:45-8:30	10:50-12:45	3:30-3:45
Beaufort Middle	2501 Mossy Oaks Road Beaufort, SC 29902	6 - 8	619	414	7:00-8:00	10:49-12:30	N/A
Bluffton Middle	15 New Mustang Drive Bluffton, SC 29910	6 - 8	1071	681	6:45-7:10	11:10-1:20	3:00-4:00
H.E. McCracken Middle	250 H.E. McCracken Circle Bluffton, SC 29910	8 - 9	980	549	7:06-7:35	10:50-12:50	N/A
Hilton Head Island Middle	55 Wilborn Road Hilton Head Island, SC 29926	6 - 8	961	434	7:00-7:20	10:00-1:12	N/A
Lady's Island Middle	30 Cougar Drive Beaufort, SC 29907	5 - 8	734	629	7:00-7:20	10:30-12:30	N/A
*River Ridge Academy	Davis Road Bluffton, SC 29910	PK - 8	785	TBD	TBD	TBD	TBD
Robert Smalls International Academy	43 W. K. Alston Drive Beaufort, SC 29906	1 - 8	622	159	7:00-7:35	9:50-1:16	2:30-5:30
Whale Branch Middle	2009 Trask Parkway Seabrook, SC 29940	6 - 8	381	130	6:40-7:10	10:20-12:15	N/A
Battery Creek High	1 Blue Dolphin Drive Beaufort, SC 29906	9 - 12	784	607	7:00-7:30	10:50-12:55	2:45-3:00
Beaufort High	84 Sea Island Parkway Beaufort, SC 29907	9 - 12	1327	554	7:00-7:30	10:54-1:00	N/A
Bluffton High	12 H.E. McCracken Circle Bluffton, SC 29910	10 - 12	1165	543	7:00-7:30	10:45-1:00	N/A
Hilton Head Island High	70 Wilborn Road Hilton Head Island, SC 29926	9 - 12	1248	51	7:55-8:20	11:40-12:30 Friday Only 11:23-1:05	N/A
Whale Branch Early College High	69 Detour Road Seabrook, SC 29940	9 - 12	524	357	7:00-7:30	10:53-12:53	2:30-3:15

\*Opening Fall 2015

## LIST OF SCHOOLS/DESCRIPTION (CONTINUED)

**LUNCH PROGRAM**  
 (To be completed by SFA)

Site or School	Reimbursable Meals Based on Average Daily Participation (Total meals by category served in the previous year divided by total operating days for the year)			Selling Price (\$)		All cash sales except reimburse-able lunches (i.e., catered meals, a la carte, catering, vending machines, and concessions [if applicable])
	Full- Price	Free	Reduced- Price	Student	Adult	
Beaufort Elementary	12	537	43	1.55	3.40	\$2,852.05
Bluffton Early Childhood Center	53	95	21	1.55	3.40	\$1,190.20
Bluffton Elementary	119	181	44	1.55	3.40	\$1,187.75
Broad River Elementary	110	474	28	1.55	3.40	\$3,991.41
Coosa Elementary	143	178	18	1.55	3.40	\$6,125.50
Daufuskie Island School	N/A	N/A	N/A	1.55	3.40	
Hilton Head Early Childhood Center	45	235	13	1.55	3.40	\$13.60
Hilton Head International Baccalaureate Elementary	139	541	38	1.55	3.40	\$3,153.70
Hilton Head School for the Creative Arts	122	417	29	1.55	3.40	\$910.30
James J. Davis Early Childhood Education Center	N/A	N/A	N/A			
Joseph S. Shanklin Elementary School	23	483	25	1.55	3.40	\$1,424.60
Lady's Island Elementary	25	222	22	1.55	3.40	\$1,048.15
Michael C. Riley Early Childhood Center	42	298	20	1.55	3.40	\$1,474.30
Michael C. Riley Elementary	76	465	35	1.55	3.40	\$22,296.90
Mossy Oaks Elementary	69	303	15	1.55	3.40	\$1,987.45
Okatie Elementary	170	223	38	1.55	3.40	\$7,063.90

Pritchardville Elementary	190	289	37	1.55	3.40	\$6,981.35
Port Royal Elementary	38	147	17	1.55	3.40	\$807.30
Red Cedar Elementary	108	633	45	1.55	3.40	\$2,387.40
St. Helena Elementary	17	494	31	2.00	3.40	\$1,358.80
Whale Branch Elementary	45	574	23	2.00	3.40	\$1,821.45
Beaufort Middle	59	322	33	2.00	3.40	\$5,630.65
Bluffton Middle	212	408	62	2.00	3.40	\$54,984.95
H.E. McCracken Middle	164	332	54	2.00	3.40	\$60,649.85
Hilton Head Island Middle	66	342	26	2.00	3.40	\$23,798.93
Lady's Island Middle	117	460	52	2.00	3.40	\$7,868.10
*River Ridge Academy	TBD	TBD	TBD	1.55/2.00	3.40	
Robert Smalls International Academy	81	512	38	1.55/2.00	3.40	\$3,832.30
Whale Branch Middle	34	400	19	2.00	3.40	\$2,147.45
Battery Creek High	94	475	38	2.00	3.40	\$8,127.35
Beaufort High	125	392	38	2.00	3.40	\$46,601.70
Bluffton High	202	299	41	2.00	3.40	\$42,669.30
Hilton Head Island High	67	231	26	2.00	3.40	\$31,578.40
Whale Branch Early College High	41	303	23	2.00	3.40	\$3,556.15
<b>TOTAL</b>	2,749	10,943	959			\$358,333.49

**Do not include Special Functions**

\*Opening Fall 2015

# **2015-2016 SCHOOL CALENDAR** **INCLUDING MEAL SERVICE DAYS, TEACHER WORK DAYS,** **REQUIRED IN-SERVICE TRAINING, ETC...**

July

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

August

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

11 school days

September

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

21 school days

October

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

22 school days

November

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

17 school days

December

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

14 school days

January

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

17 school days

February

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

20 school days

March

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

22 school days

April

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

16 school days

May

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

20 school days

June

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

95 days

- District Office Closed
- Spring Break
- Teacher PD/Work Days
- Student Days
- Holiday
- Half Day-Early Dismissal
- Weather Make-Up days (if needed)

Jan.5, February 15, May 31

Oct. 19 - 45th day  
 Jan. 12- 90th day  
 Mar. 17 - 135th day

March 27 = Easter Sunday  
 Heritage = April 11-17\*

**SFA Food Service Employees**

(To be completed by the SFA for SFA employees.  
List Annual Cost for the Year 2013-2014)

<b>Position Title By School</b>	<b>SFA or FSMC Employee</b>	<b>Rate Per Hour</b>	<b>Hours Per Day</b>	<b>Days Per Year</b>	<b>FICA</b>	<b>Retirement</b>	<b>Other Annual Leave</b>
Food Service Office Manager	SFA	19.0141	8	260	\$2,943.18	\$6,140.97	20 days
<b>TOTAL COSTS</b>	\$	\$	\$	\$	\$	\$	\$



## **SFA'S PERSONNEL POLICIES AND PROCEDURES**

BCSD does not produce an employee handbook. Employee policies and procedures are outlined on the BCSD website [www.beaufort.k12.sc.us](http://www.beaufort.k12.sc.us). The Administrative Rules and Procedures are found under the Administrative Services and Human Resources Departments Tab.

## 21-DAY MENU CYCLE FOR BREAKFAST AND LUNCH PROGRAMS (PREPARED BY SFA)

### Elementary Breakfast

<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>
French Toast Sticks Pancake Syrup Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Toast w/Jam ORANGE Juice Diced Pears Nonfat CHOCOLATE Milk Low Fat White Milk	Sausage Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers GRAPE Juice Bananas Nonfat CHOCOLATE Milk Low Fat White Milk	Breakfast Pizza Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Pineapple Breeze Coffee Cake GRAPE Juice Diced Peaches Nonfat CHOCOLATE Milk Low Fat White Milk
<b>Day 4</b>	<b>Day 5</b>	<b>Day 6</b>
Ham & Cheese Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam APPLE Juice Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk	Blueberry Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Cocoa Banana Muffin ORANGE Juice Applesauce Nonfat CHOCOLATE Milk Low Fat White Milk	Mini Cinnamon Buns Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Pineapple Breeze Coffee Cake GRAPE Juice Mixed Fruit Nonfat CHOCOLATE Milk Low Fat White Milk
<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>
Chicken Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam GRAPE Juice Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk	Breakfast Pizza Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Cinnamon Biscuit APPLE Juice Diced Pears Nonfat CHOCOLATE Milk Low Fat White Milk	Whole Grain Pancakes Pancake Syrup Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Toast w/Jam Graham Crackers ORANGE Juice Bananas Nonfat CHOCOLATE Milk Low Fat White Milk

<b>Day 10</b>	<b>Day 11</b>	<b>Day 12</b>
Cheesy Grits Buttery Toast Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Blueberry Biscuit GRAPE Juice Diced Pears Nonfat CHOCOLATE Milk Low Fat White Milk	Breakfast Sausage Burrito Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Peach Cobbler Coffee Cake Graham Crackers FRUIT PUNCH Juice Applesauce Nonfat CHOCOLATE Milk Low Fat White Milk	Sausage Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam APPLE Juice Fresh Apple Nonfat CHOCOLATE Milk Low Fat White Milk
<b>Day 13</b>	<b>Day 14</b>	<b>Day 15</b>
Breakfast Pizza Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Pineapple Breeze Coffee Cake ORANGE Juice Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat White Milk	Chicken Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam GRAPE Juice Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk	Belgian Waffle Sticks Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Blueberry Biscuit FRUIT PUNCH Juice Diced Pears Nonfat CHOCOLATE Milk Low Fat White Milk
<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>
Egg & Cheese Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam GRAPE Juice Bananas Nonfat CHOCOLATE Milk Low Fat White Milk	Breakfast Pizza Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Cinnamon Biscuit FRUIT PUNCH Juice Applesauce Nonfat CHOCOLATE Milk Low Fat White Milk	Whole Grain Pancakes Pancake Syrup Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Toast w/Jam ORANGE Juice Diced Peaches Nonfat CHOCOLATE Milk Low Fat White Milk
<b>Day 19</b>	<b>Day 20</b>	<b>Day 21</b>
Banana Berry Muffin Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Blueberry Biscuit ORANGE Juice Mixed Fruit Nonfat CHOCOLATE Milk Low Fat White Milk	French Toast Sticks Pancake Syrup Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Apple Pie Coffee Cake APPLE Juice Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat White Milk	Chicken Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers ORANGE Juice Fresh Apple Nonfat CHOCOLATE Milk Low Fat White Milk

## Secondary Breakfast

Day 1	Day 2	Day 3
Whole Grain Pancakes Pancake Syrup Egg & Cheese Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Apple Pie Coffee Cake Toast w/Jam Graham Crackers Pineapple Tidbits APPLE Juice Nonfat CHOCOLATE Milk Low Fat White Milk	Cheesy Grits Grilled Cheese Chicken Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam ORANGE Juice Fresh Apple Nonfat CHOCOLATE Milk Low Fat White Milk	Breakfast Pizza Buttery Toast Biscuits & Country Gravy Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Cinnamon Pop tarts Strawberry Pop tarts GRAPE Juice Diced Pears Nonfat CHOCOLATE Milk Low Fat White Milk
Day 4	Day 5	Day 6
Breakfast Sausage Burrito Ham & Cheese Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam FRUIT PUNCH Juice Bananas Nonfat CHOCOLATE Milk Low Fat White Milk	Cranberry Peach Muffin Sausage Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Cinnamon Pop tarts Strawberry Pop tarts Banana Rama Yogurt APPLE Juice Mixed Fruit Nonfat CHOCOLATE Milk Low Fat White Milk	French Toast Sticks Pancake Syrup Egg & Cheese Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Pineapple Breeze Coffee Cake APPLE Juice Diced Peaches Nonfat CHOCOLATE Milk Low Fat White Milk
Day 7	Day 8	Day 9
Cinnamon Biscuit Chicken Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam ORANGE Juice Bananas Nonfat CHOCOLATE Milk Low Fat White Milk	Breakfast Pizza Blueberry Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Cinnamon Pop tarts Strawberry Pop tarts Toast w/Jam Applesauce GRAPE Juice Nonfat CHOCOLATE Milk Low Fat White Milk	Cheesy Grits Grilled Cheese Traditional Cinnamon Roll Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam FRUIT PUNCH Juice Fresh Apple Nonfat CHOCOLATE Milk Low Fat White Milk

<b>Day 10</b>	<b>Day 11</b>	<b>Day 12</b>
Banana Berry Muffin Sausage Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Cinnamon Pop tarts Strawberry Pop tarts Toast w/Jam APPLE Juice Diced Pears Nonfat CHOCOLATE Milk Low Fat White Milk	Whole Grain Pancakes Pancake Syrup Egg & Cheese Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Apple Pie Coffee Cake Toast w/Jam Graham Crackers APPLE Juice Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat White Milk	Cheesy Grits Grilled Cheese Chicken Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam ORANGE Juice Fresh Apple Nonfat CHOCOLATE Milk Low Fat White Milk
<b>Day 13</b>	<b>Day 14</b>	<b>Day 15</b>
Breakfast Pizza Buttery Toast Biscuits & Country Gravy Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Cinnamon Pop tarts Strawberry Pop tarts GRAPE Juice Diced Pears Nonfat CHOCOLATE Milk Low Fat White Milk	Breakfast Sausage Burrito Ham & Cheese Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam FRUIT PUNCH Juice Bananas Nonfat CHOCOLATE Milk Low Fat White Milk	Cranberry Peach Muffin Sausage Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Cinnamon Pop tarts Strawberry Pop tarts Banana Rama Yogurt Graham Crackers APPLE Juice Mixed Fruit Nonfat CHOCOLATE Milk Low Fat White Milk
<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>
Cinnamon Biscuit Chicken Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam ORANGE Juice Bananas Nonfat CHOCOLATE Milk Low Fat White Milk	Breakfast Pizza Blueberry Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Cinnamon Pop tarts Strawberry Pop tarts Toast w/Jam GRAPE Juice Applesauce Nonfat CHOCOLATE Milk Low Fat White	Cheesy Grits Grilled Cheese Traditional Cinnamon Roll Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers Toast w/Jam FRUIT PUNCH Juice Fresh Apple Nonfat CHOCOLATE Milk Low Fat White Milk

<b>Day 19</b>	<b>Day 20</b>	<b>Day 21</b>
Banana Berry Muffin Sausage Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Cinnamon Pop tarts Strawberry Pop tarts Toast w/Jam Diced Pears APPLE Juice Nonfat CHOCOLATE Milk Low Fat White Milk	Whole Grain Pancakes Pancake Syrup Egg & Cheese Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Apple Pie Coffee Cake Graham Crackers Toast w/Jam APPLE Juice Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat White Milk	Cheesy Grits Grilled Cheese Chicken Biscuit Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Reduced Sugar Cereal Strawberry Blast Yogurt Graham Crackers ORANGE Juice Fresh Apple Nonfat CHOCOLATE Milk Low Fat White Milk

## Elementary Lunch

Day 1	Day 2	Day 3
Popcorn Chicken Bowl Little Italy Meatball Sub PBJ Sandwich Chef Salad Wheat Dinner Roll Hot Green Beans Garden Salad Diced Pears Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Nonfat White Milk Low Fat White Milk	Super Mac & Cheese Chicken Patty Sandwich Lift-Off Spinach Salad Wheat Dinner Roll Turkey Sandwich Broccoli Trees Southwest Beans Pineapple Tidbits Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Nonfat White Milk Low Fat White Milk	Beef Chili Wheat Dinner Roll Chicken Patty Sandwich Chef Salad Wheat Dinner Roll Crispy Chicken Wrap Garden Salad Peas & Carrots Applesauce Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Nonfat White Milk Low Fat White Milk
Day 4	Day 5	Day 6
Turkey & Gravy Steamed Brown Rice Cheeseburger Chicken Caesar Salad Wheat Dinner Roll Ham Sandwich Citrus Glazed Carrots Whole Kernel Corn Cinnamon Apples Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Nonfat White Milk Low Fat White Milk	Cheesy Bread w/Dip Hot Ham & Cheese Chef Salad Wheat Dinner Roll PBJ Sandwich Sweet Potato Fries Baked Beans Mixed Fruit Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Nonfat White Milk Low Fat White Milk	Chicken Nuggets Wheat Dinner Roll Hot Ham & Cheese Chef Salad Wheat Dinner Roll PBJ Sandwich Tomato & Cucumber Salad Whole Kernel Corn Pineapple Tidbits Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Nonfat White Milk Low Fat White Milk
Day 7	Day 8	Day 9
Breakfast Pizza Grilled Cheese Hearty Garden Salad Wheat Dinner Roll Ham Wrap Tomato Basil Soup Tater Tots Diced Peaches Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Nonfat White Milk Low Fat White Milk	Orange Chicken Fried Brown Rice Hamburger Chef Salad Wheat Dinner Roll Black Bean & Chicken Burrito Roasted Broccoli Tree Black Eyed Peas Pineapple Tidbits Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Baked Ziti Corn Dog Chicken Caesar Salad Wheat Dinner Roll Turkey Sandwich Hot Peas Hot Green Beans Mixed Fruit Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk

<b>Day 10</b>	<b>Day 11</b>	<b>Day 12</b>
Freshly Baked Pepperoni Pizza Hot Turkey & Cheese Chef Salad Wheat Dinner Roll Chocolate Chip Cookie PBJ Sandwich Carrots w/Dip Garden Salad Diced Pears Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Chicken Nuggets Wheat Dinner Roll Hot Ham & Cheese Chef Salad Wheat Dinner Roll PBJ Sandwich Baked Beans Roasted Broccoli Tree Diced Peaches Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Nonfat White Milk Low Fat White Milk	Chicken Alfredo Turkey Chili Wheat Dinner Roll Crispy Chicken Salad Wheat Dinner Roll Italian Sandwich Collard Greens Whole Kernel Corn Applesauce Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk
<b>Day 13</b>	<b>Day 14</b>	<b>Day 15</b>
Cheeseburger Soup Wheat Dinner Roll Chicken Patty Sandwich Chef Salad Wheat Dinner Roll Southern BBQ Wrap Potato Sticks Garden Salad Mixed Fruit Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Whole Grain Pancakes Sausage Patty Cool Ranch Burger Spicy Buffalo Salad Wheat Dinner Roll Turkey Wrap Hot Green Beans Hash Browns Diced Pears Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Freshly Baked Cheese Pizza Chipotle Chicken Sandwich Chef Salad Wheat Dinner Roll PBJ Sandwich Chocolate Chip Cookie Yams Garden Salad Pineapple Tidbits Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk
<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>
BBQ Pork Sandwich Original Hot Dog Chicken Caesar Salad Wheat Dinner Roll Ham Sandwich Citrus Glazed Carrots Carolina Slaw Mixed Fruit Fresh Apple Bananas Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	SW Chicken Cheese Wrap Tomato Soup Hamburger Chef Salad Wheat Dinner Roll Crispy Chicken Wrap Celery Sticks Black Eyed Pea Casserole Diced Pears Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Sesame Chicken Vegetable Lo Mein Patty Melt Crispy Chicken Salad Wheat Dinner Roll Spicy Buffalo Wrap Roasted Butternut Zucchini Garden Salad Pineapple Tidbits Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk



<b>Day 19</b>	<b>Day 20</b>	<b>Day 21</b>
Cheesy Bread w/Dip Fish Nuggets Chef Salad Wheat Dinner Roll PBJ Sandwich Chocolate Chip Cookie Southwest Beans Potato Sticks Diced Peaches Fresh Apple Bananas Fresh Orange Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Chicken Nuggets Wheat Dinner Roll Grilled Cheese Chef Salad Wheat Dinner Roll PBJ Sandwich Whole Kernel Corn Hot Green Beans Fresh Apple Fresh Orange Bananas Diced Peaches Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Salisbury Steak w/Gravy Mashed Potatoes Wheat Dinner Roll Hot Ham & Cheese Chicken Taco Salad Wheat Dinner Roll Tuna Salad Sandwich Hot Black Beans Diced Pears Bananas Fresh Apple Fresh Orange Nonfat CHOCOLATE Milk Nonfat White Milk Low Fat White Milk

## Middle School Lunch

Day 1	Day 2	Day 3
Chicken Nuggets Wheat Dinner Roll Little Italy Meatball Sub Hamburger Chicken Patty Sandwich Cheeseburger Cheese Pizza Pepperoni Pizza Chef Salad Greek Salad Ham Sub Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Baby Carrots Sticks Garden Salad Mashed Potatoes Roasted Broccoli Tree Fresh Apple Fresh Orange Bananas Applesauce Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Chicken Noodle Casserole BBQ Pork Sandwich Cheeseburger Hamburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Crispy Chicken Salad Wheat Dinner Roll Chef Salad Turkey Sub Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Hot Green Beans Garden Salad Tomato & Cucumber Salad Roasted Butternut Zucchini Fresh Apple Fresh Orange Bananas Diced Peaches Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Orange Chicken Vegetable Lo Mein Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Southern BBQ Salad Wheat Dinner Roll Chef Salad Caesar Wrap Buffalo BBQ Nachos Beefy Nachos Mexican-Chicken Nachos Whole Kernel Corn Garden Salad Sweet Potato Fries Celery Sticks Fresh Apple Fresh Orange Bananas Mixed Fruit Nonfat CHOCOLATE Milk Nonfat White Milk Low Fat White Milk
Day 4	Day 5	Day 6
Turkey & Gravy Steamed Brown Rice Wheat Dinner Roll BBQ Chicken Sandwich Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Crispy Chicken Salad Chef Salad Southwest Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Baked Beans Garden Salad Tomato & Cucumber Salad Roasted Broccoli Tree Fresh Apple Fresh Orange Bananas Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Italian Pizza Macaroni Wheat Dinner Roll Fish Po' Boy Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Spinach Salad Chef Salad PBJ Sandwich Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Carolina Slaw Garden Salad Tater Tots Roasted Butternut Zucchini Fresh Apple Fresh Orange Bananas Diced Pears Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Salisbury Steak w/Gravy BBQ Chicken Sandwich Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Chicken Caesar Salad Wheat Dinner Roll Chef Salad Italian Sub Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Yams Garden Salad Seasoned Collard Greens Mashed Potatoes Fresh Apple Fresh Orange Bananas Diced Peaches Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk

Day 7	Day 8	Day 9
Pasta Primavera Wheat Dinner Roll Patty Melt Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Crispy Chicken Salad Chef Salad Southern BBQ Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Garden Salad Hot Green Beans Sliced Tomatoes Southwest Beans Fresh Apple Fresh Orange Bananas Mixed Fruit Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Sesame Chicken Fried Brown Rice Grilled Cheese Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Southwest Chicken Salad Wheat Dinner Roll Chef Salad Crispy Chicken Wrap Buffalo BBQ Nachos Beefy Nachos Mexican-Chicken Nachos Garden Salad Creamy Tomato Soup Broccoli Trees Tater Tots Fresh Apple Fresh Orange Bananas Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Whole Grain Pancakes Sausage Patty Bean & Cheese Burrito Cheeseburger Hamburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Crispy Chicken Salad Wheat Dinner Roll Chef Salad Turkey Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Garden Salad Carolina Slaw Hash Browns Hot Lima Beans Fresh Apple Fresh Orange Bananas Diced Pears Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk
Day 10	Day 11	Day 12
Macaroni & Cheese Sliced Turkey Ham Wheat Dinner Roll Chipotle Chicken Sandwich Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Spicy Buffalo Salad Chef Salad PBJ Sandwich Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Garden Salad Citrus Glazed Carrots Whole Kernel Corn Deli Roasted Potatoes Fresh Apple Fresh Orange Bananas Sliced Apples Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Popcorn Chicken Wheat Dinner Roll Little Italy Meatball Sub Hamburger Chicken Patty Sandwich Cheeseburger Cheese Pizza Pepperoni Pizza Chef Salad Greek Salad Ham Sub Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Baby Carrots Sticks Garden Salad Mashed Potatoes Roasted Broccoli Tree Fresh Apple Fresh Orange Bananas Applesauce Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Chicken Noodle Casserole BBQ Pork Sandwich Cheeseburger Hamburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Crispy Chicken Salad Wheat Dinner Roll Chef Salad Turkey Sub Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Hot Green Beans Garden Salad Tomato & Cucumber Salad Roasted Butternut Zucchini Fresh Apple Fresh Orange Bananas Diced Peaches Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk

Day 13	Day 14	Day 15
Orange Chicken Vegetable Lo Mein Buffalo Chicken Burger Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Southern BBQ Salad Wheat Dinner Roll Chef Salad Caesar Wrap Buffalo BBQ Nachos Beefy Nachos Mexican-Chicken Nachos Whole Kernel Corn Garden Salad Sweet Potato Fries Celery Sticks Fresh Apple Fresh Orange Bananas Mixed Fruit Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Chicken & Cilantro Rice Wheat Dinner Roll BBQ Chicken Sandwich Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Crispy Chicken Salad Chef Salad Southwest Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Baked Beans Garden Salad Tomato & Cucumber Salad Roasted Broccoli Tree Fresh Apple Fresh Orange Bananas Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Italian Pizza Macaroni Wheat Dinner Roll Hot Turkey & Cheese Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Spinach Salad Chef Salad PBJ Sandwich Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Carolina Slaw Garden Salad Tater Tots Roasted Butternut Zucchini Fresh Apple Fresh Orange Bananas Diced Pears Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk
Day 16	Day 17	Day 18
Pasta Primavera Wheat Dinner Roll Patty Melt Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Crispy Chicken Salad Chef Salad Southern BBQ Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Garden Salad Hot Green Beans Sliced Tomatoes Southwest Beans Fresh Apple Fresh Orange Bananas Mixed Fruit Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Sesame Chicken Fried Brown Rice Grilled Cheese Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Southwest Chicken Salad Wheat Dinner Roll Chef Salad Crispy Chicken Wrap Buffalo BBQ Nachos Beefy Nachos Mexican-Chicken Nachos Garden Salad Creamy Tomato Soup Broccoli Trees Tater Tots Fresh Apple Fresh Orange Bananas Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk	Whole Grain Pancakes Sausage Patty Bean & Cheese Burrito Cheeseburger Hamburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Crispy Chicken Salad Wheat Dinner Roll Chef Salad Turkey Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Garden Salad Carolina Slaw Hash Browns Hot Lima Beans Fresh Apple Fresh Orange Bananas Diced Pears Nonfat CHOCOLATE Milk Low Fat White Milk Nonfat White Milk

Day 19	Day 20	Day 21
Macaroni & Cheese	Popcorn Chicken	Chicken Noodle Casserole
Sliced Turkey Ham	Wheat Dinner Roll	BBQ Pork Sandwich
Wheat Dinner Roll	Little Italy Meatball Sub	Cheeseburger
Chipotle Chicken Sandwich	Hamburger	Hamburger
Hamburger	Chicken Patty Sandwich	Chicken Patty Sandwich
Cheeseburger	Cheeseburger	Cheese Pizza
Chicken Patty Sandwich	Cheese Pizza	Pepperoni Pizza
Cheese Pizza	Pepperoni Pizza	Crispy Chicken Salad
Pepperoni Pizza	Chef Salad	Wheat Dinner Roll
Spicy Buffalo Salad	Greek Salad	Chef Salad
Chef Salad	Ham Sub	Turkey Sub
PBJ Sandwich	Beefy Nachos	Beefy Nachos
Beefy Nachos	Mexican-Chicken Nachos	Mexican-Chicken Nachos
Mexican-Chicken Nachos	Giant Beef Taco	Giant Beef Taco
Giant Beef Taco	Giant Chicken Taco	Giant Chicken Taco
Giant Chicken Taco	Baby Carrots Sticks	Hot Green Beans
Garden Salad	Garden Salad	Garden Salad
Citrus Glazed Carrots	Mashed Potatoes	Tomato & Cucumber Salad
Whole Kernel Corn	Roasted Broccoli Tree	Roasted Butternut Zucchini
Deli Roasted Potatoes	Fresh Apple	Fresh Apple
Fresh Apple	Fresh Orange	Fresh Orange
Fresh Orange	Bananas	Bananas
Bananas	Applesauce	Diced Peaches
Sliced Apples	Nonfat CHOCOLATE Milk	Nonfat CHOCOLATE Milk
Nonfat CHOCOLATE Milk	Low Fat White Milk	Low Fat White Milk
Low Fat White Milk	Nonfat White Milk	Nonfat White Milk
Nonfat White Milk		

## High School Lunch

Day 1	Day 2	Day 3
Chicken Nuggets Wheat Dinner Roll Little Italy Meatball Sub Hamburger Chicken Patty Sandwich Cheeseburger Cheese Pizza Pepperoni Pizza Spicy Buffalo Pizza Cheese Calzone Chef Salad Greek Salad Ham Sub Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Baby Carrots Sticks Garden Salad Mashed Potatoes Roasted Broccoli Tree Fresh Apple Fresh Orange Bananas Applesauce Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Home-style Meatloaf BBQ Pork Sandwich Cheeseburger Hamburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Supreme Pizza Crispy Chicken Salad Pepperoni Calzone Wheat Dinner Roll Chef Salad Turkey Sub Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Hot Green Beans Garden Salad Tomato & Cucumber Salad Roasted Butternut Zucchini Fresh Apple Fresh Orange Bananas Diced Peaches Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Orange Chicken Vegetable Lo Mein Cheeseburger Hamburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Meat Lovers Pizza Cheese Calzone Southern BBQ Salad Wheat Dinner Roll Chef Salad Caesar Wrap Buffalo BBQ Nachos Beefy Nachos Mexican-Chicken Nachos Whole Kernel Corn Garden Salad Sweet Potato Fries Celery Sticks Fresh Apple Fresh Orange Bananas Mixed Fruit Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk
Day 4	Day 5	Day 6
Turkey/ Gravy Steamed Brown Rice BBQ Chicken Sandwich Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Chicken Philly Pizza Pepperoni Calzone Crispy Chicken Salad Wheat Dinner Roll Chef Salad Southwest Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Baked Beans Garden Salad Tomato & Cucumber Salad Roasted Broccoli Tree Fresh Apple Fresh Orange Bananas Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Italian Pizza Macaroni Wheat Dinner Roll Fish Po' Boy Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Meatball Pizza Cheese Calzone Chicken Caesar Salad Chef Salad PBJ Sandwich Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Carolina Slaw Garden Salad Tater Tots Roasted Butternut Zucchini Fresh Apple Fresh Orange Bananas Diced Pears Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Salisbury Steak w/Gravy Steamed Brown Rice BBQ Chicken Sandwich Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Vegetable Pizza Cheese Calzone Chicken Caesar Salad Wheat Dinner Roll Chef Salad Italian Sub Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Yams Garden Salad Seasoned Collard Greens Whole Kernel Corn Fresh Apple Fresh Orange Bananas Diced Peaches Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk

Day 7	Day 8	Day 9
Pasta Primavera Wheat Dinner Roll Patty Melt Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Barbecue Chicken Pizza Pepperoni Calzone Crispy Chicken Salad Wheat Dinner Roll Chef Salad Southern BBQ Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Garden Salad Hot Green Beans Sliced Tomatoes Pinto Beans Fresh Apple Fresh Orange Bananas Mixed Fruit Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Sesame Chicken Fried Brown Rice Wheat Dinner Roll Grilled Cheese Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Cheeseburger Pizza Cheese Calzone Southwest Chicken Salad Wheat Dinner Roll Chef Salad Crispy Chicken Wrap Buffalo BBQ Nachos Beefy Nachos Mexican-Chicken Nachos Garden Salad Creamy Tomato Soup Black Eyed Peas Tater Tots Fresh Apple Fresh Orange Bananas Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Whole Grain Pancakes Sausage Patty Fish Sandwich Cheeseburger Hamburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Italian Sausage Pizza Cheese Calzone Crispy Chicken Salad Wheat Dinner Roll Chef Salad Turkey Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Garden Salad Carolina Slaw Hash Browns Roasted Broccoli Tree Fresh Apple Fresh Orange Bananas Diced Pears Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk
Day 10	Day 11	Day 12
Macaroni & Cheese Sliced Turkey Ham Wheat Dinner Roll Chipotle Chicken Sandwich Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Chicken Bruschetta Pizza Cheese Calzone Spicy Buffalo Salad Wheat Dinner Roll Chef Salad PBJ Sandwich Beefy Nachos Mexican-Chicken Nacho Giant Beef Taco Giant Chicken Taco Baked Beans Garden Salad Citrus Glazed Carrots Hot Lima Beans Deli Roasted Potatoes Fresh Apple Fresh Orange Bananas Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Chicken Tenders Wheat Dinner Roll Little Italy Meatball Sub Hamburger Chicken Patty Sandwich Cheeseburger Cheese Pizza Pepperoni Pizza Spicy Buffalo Pizza Cheese Calzone Chef Salad Greek Salad Ham Sub Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Baby Carrots Sticks Garden Salad Mashed Potatoes Roasted Broccoli Tree Fresh Apple Fresh Orange Bananas Applesauce Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Home-style Meatloaf BBQ Pork Sandwich Cheeseburger Hamburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Supreme Pizza Crispy Chicken Salad Pepperoni Calzone Wheat Dinner Roll Chef Salad Turkey Sub Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Hot Green Beans Garden Salad Tomato & Cucumber Salad Roasted Butternut Zucchini Fresh Apple Fresh Orange Bananas Diced Peaches Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk

Day 13	Day 14	Day 15
Orange Chicken Vegetable Lo Mein Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Meat Lovers Pizza Cheese Calzone Southern BBQ Salad Wheat Dinner Roll Chef Salad Caesar Wrap Buffalo BBQ Nachos Beefy Nachos Mexican-Chicken Nachos Whole Kernel Corn Garden Salad Sweet Potato Fries Celery Sticks Fresh Apple Fresh Orange Bananas Mixed Fruit Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Turkey/ Gravy Steamed Brown Rice BBQ Chicken Sandwich Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Chicken Philly Pizza Pepperoni Calzone Crispy Chicken Salad Wheat Dinner Roll Chef Salad Southwest Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Baked Beans Garden Salad Tomato & Cucumber Salad Roasted Broccoli Tree Fresh Apple Fresh Orange Bananas Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Italian Pizza Macaroni Wheat Dinner Roll Hot Turkey & Cheese Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Meatball Pizza Cheese Calzone Chicken Caesar Salad Chef Salad PBJ Sandwich Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Carolina Slaw Garden Salad Tater Tots Roasted Butternut Zucchini Fresh Apple Fresh Orange Bananas Diced Pears Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk
Day 16	Day 17	Day 18
Pasta Primavera Wheat Dinner Roll Patty Melt Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Barbecue Chicken Pizza Pepperoni Calzone Crispy Chicken Salad Wheat Dinner Roll Chef Salad Southern BBQ Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Garden Salad Hot Green Beans Sliced Tomatoes Pinto Beans Fresh Apple Fresh Orange Bananas Mixed Fruit Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Sesame Chicken Fried Brown Rice Wheat Dinner Roll Grilled Cheese Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Cheeseburger Pizza Cheese Calzone Southwest Chicken Salad Wheat Dinner Roll Chef Salad Crispy Chicken Wrap Buffalo BBQ Nachos Beefy Nachos Mexican-Chicken Nachos Garden Salad Creamy Tomato Soup Black Eyed Peas Tater Tots Fresh Apple Fresh Orange Bananas Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Whole Grain Pancakes Sausage Patty Fish Sandwich Cheeseburger Hamburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Italian Sausage Pizza Cheese Calzone Crispy Chicken Salad Wheat Dinner Roll Chef Salad Turkey Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Garden Salad Carolina Slaw Hash Browns Roasted Broccoli Tree Fresh Apple Fresh Orange Bananas Diced Pears Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk



<b>Day19</b>	<b>Day 20</b>	<b>Day 21</b>
Pasta Primavera Wheat Dinner Roll Patty Melt Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Barbecue Chicken Pizza Pepperoni Calzone Crispy Chicken Salad Wheat Dinner Roll Chef Salad Southern BBQ Wrap Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Garden Salad Hot Green Beans Sliced Tomatoes Pinto Beans Fresh Apple Fresh Orange Bananas Mixed Fruit Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Sesame Chicken Fried Brown Rice Wheat Dinner Roll Grilled Cheese Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Cheeseburger Pizza Cheese Calzone Southwest Chicken Salad Wheat Dinner Roll Chef Salad Crispy Chicken Wrap Buffalo BBQ Nachos Beefy Nachos Mexican-Chicken Nachos Garden Salad Creamy Tomato Soup Black Eyed Peas Tater Tots Fresh Apple Fresh Orange Bananas Pineapple Tidbits Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk	Macaroni & Cheese Sliced Turkey Ham Wheat Dinner Roll Fish Nuggets Hamburger Cheeseburger Chicken Patty Sandwich Cheese Pizza Pepperoni Pizza Chicken Bruschetta Pizza Cheese Calzone Spicy Buffalo Salad Wheat Dinner Roll Chef Salad PBJ Sandwich Beefy Nachos Mexican-Chicken Nachos Giant Beef Taco Giant Chicken Taco Garden Salad Citrus Glazed Carrots Hot Lima Beans Deli Roasted Potatoes Fresh Apple Fresh Orange Bananas Nonfat CHOCOLATE Milk Low Fat/Nonfat White Milk

**USDA DONATED FOODS**  
**INCLUDING RECORD OF USDA FOODS USED, MONTHLY ENDING**  
**INVENTORIES BY SCHOOL, TOTAL VALUE OF USDA FOODS BY SCHOOL**

COMMODITY DESCRIPTION	PACK SIZE	UNIT PRICE	QUANTITY	COMMODITY EXPENDITURE
CHICKEN FAJITA STRIPS 30# CTN	30 LB CTN	58.8000	100	5,880.00
CHICKEN FAJITA STRIPS 30# CTN	30 LB CTN	57.0000	200	11,400.00
CHICKEN FAJITA STRIPS 30# CTN	30 LB CTN	57.9000	100	5,790.00
CHICKEN FAJITA STRIPS 30# CTN	30 LB CTN	48.0000	50	2,400.00
CHICKEN DICED 40# CTN	40 LB CTN	108.0000	100	10,800.00
CHICKEN DICED 40# CTN	40 LB CTN	108.4000	100	10,840.00
TURKEY HAMS SMKD FRZ 40# CTN	40 LB CTN	70.0000	90	6,300.00
TURKEY HAMS SMKD FRZ 40# CTN	40 LB CTN	70.0000	81	5,670.00
CHICKEN DICED 40# CTN	40 LB CTN	93.2000	49	4,566.80
TURKEY HAMS SMKD FRZ 40# CTN	40 LB CTN	84.8000	65	5,512.00
CHICKEN OVEN RSTD FRZ 8 PC - 30#	30 # CARTON	68.1000	149	10,146.90
CHICKEN OVEN RSTD FRZ 8 PC - 30#	30 # CARTON	67.5000	149	10,057.50
CHICKEN OVEN RSTD FRZ 8 PC - 30#	30 # CARTON	67.8000	299	20,272.20
TURKEY ROASTS FRZ 32-48# CTN	32-48 LB CTN	67.6000	126	8,517.60
TURKEY BRST SMK DELI FZ 40# CTN	40 LB	78.0000	78	6,084.00
TURKEY BRST SMK DELI FZ 40# CTN	40 LB	78.0000	85	6,630.00
TURKEY BRST SMK DELI FZ 40# CTN	40 LB	98.4000	83	8,167.20
PORK HAM WTRD SLC FZ 8/5# PKG	8/5 LB	72.0000	65	4,680.00
PORK HAM WTRD SLC FZ 8/5# PKG	8/5 LB	75.6000	90	6,804.00
PORK HAM WTRD SLC FZ 8/5# PKG	8/5 LB	76.4000	105	8,022.00
CHS SLICED Y - 6/5# CS	6/5 LB SLC LVS	54.6000	110	6,006.00
CHS SLICED Y - 6/5# CS	6/5 LB SLC LVS	60.6000	109	6,605.40
CHS SLICED Y - 6/5# CS	6/5 LB SLC LVS	69.6000	263	18,304.80
APPLESAUCE 6#10 CAN	6#10CAN	18.6300	139	2,589.57
CHS CHED RD FT SHD Y 6/5# CS	6/5 LB	58.5000	170	9,945.00
CHS CHED RD FT SHD Y 6/5# CS	6/5 LB	74.1000	170	12,597.00
CHS CHED RD FT SHD Y 6/5# CS	6/5 LB	63.6000	174	11,066.40
FRUIT MIX EX LT - 6#10 CAN	6#10CAN	29.0200	500	14,510.00
PEACH FRSTD CDFZ 96/4.4 OZ CUP	96/4.4 OZ CUP	28.5100	70	1,995.70
BEANS GREEN 6W10 CAN	6#10CAN	13.3000	250	3,325.00
BEANS GREEN 6W10 CAN	6#10CAN	14.0600	148	2,080.88
BEANS GREEN 6W10 CAN	6#10 CAN	14.0600	100	1,406.00
PEARS DICE EX LT-6#10 CAN	6#10CAN	30.0200	150	4,503.00
PEAS-6#10 CAN-A140	6#10CAN	20.1500	96	1,934.40
PEAS-6#10 CAN-A141	6#10CAN	20.9400	43	900.42
POTATOES ROUNDS FRZ 6/5# PKG	6/5 LB PKG	14.1000	247	3,482.70
POTATOES ROUNDS FRZ 6/5# PKG	6/5 LB PKG	14.1000	241	3,398.10
POTATOES ROUNDS FRZ 6/5# PKG	6/5 LB PKG	14.1000	248	3,496.80
POTATOES ROUNDS FRZ 6/5# PKG	6/5 LB PKG	15.0000	262	3,930.00
POTATOES WEDGES FRZ 6/5# PKG	6/5 LB PKG	15.3000	540	8,262.00
POTATOES WEDGES FRZ 6/5# PKG	6/5 LB PKG	15.3000	498	7,619.40
POTATOES ROUNDS FRZ 6/5# PKG	6/5 LB PKG	14.1000	250	3,525.00
POTATOES WEDGES FRZ 6/5# PKG	6/5 LB PKG	15.3000	512	7,833.60
TOMATO DICED 6/010 CAN	6#10CAN	13.7700	162	2,230.74
TOMATO SALSA CAN 6#10	6#10CAN	19.4800	112	2,181.76
POTATOES ROUNDS FRZ 6/5# PKG	6/5 LB PKG	15.0000	258	3,870.00
POTATOES WEDGES FRZ 6/50 PKG	6/5 LB PKG	15.3000	525	8,032.50
CORN LQD-6#10 CAN	6#10 CAN	16.7000	102	1,703.40
CORN LQD-6#10 CAN	6#10 CAN	16.7000	112	1,870.40
CORN LQD-6#10 CAN	6#10 CAN	16.7000	104	1,736.80
CORN LQD-6#10 CAN	6#10 CAN	16.7000	217	3,623.90
CORN LQD-6#10 CAN	6#10 CAN	16.7000	113	1,887.10
RICE BR US#1 LG PARBOILED 24/2	24/2 LB PKG	35.5200	115	4,084.80

BEANS PINTO CAN 6/#10 CAN	6/#10 CAN	15.8000	250	3,950.00
BEANS B LIMA 6/#10 CAN	6/#10 CAN	19.0400	88	1,675.52
BEANS B LIMA 6/#10 CAN	6/010 CAN	18.2300	74	1,349.02
BEANS PINTO CAN 6/#10 CAN	6/#10 CAN	15.8000	100	1,580.00
BEANS PINTO CAN 6/#10 CAN	6/#10 CAN	15.8000	150	2,370.00
BEANS REFRIED CAN 6/#10	6/#10 CAN	19.7400	31	611.94
BEANS REFRIED CAN 6/#10	6/#10 CAN	20.1600	39	786.24
BEANS BLKEYE CAN 6/#10	6/#10 CAN	16.2000	74	1,198.80
BEANS BLKEYE CAN 6/#10	6/#10 CAN	16.2000	87	1,409.40
APPLESAUCE 6/#10 CAN	6/#10 CAN	17.8200	198	3,528.36
ORANGE J SNGL 70/4 oz.	70/4 OZ CTN	8.9300	275	2,455.75
ORANGE J SNGL 70/4 oz.	70/4 OZ CTN	8.9300	267	2,384.31
APPLE SLICES 6/#10 CAN	6/#10 CAN	29.6400	160	4,742.40
ORANGE J SNGL 70/4 oz.	70/4 OZ CTN	8.9300	267	2,384.31
FRUIT MIXED EX LT SCR 6/#10 CAN	6/#10 CAN	31.0100	79	2,449.79
FRUIT MIXED EX LT SCR 6/#10 CAN	6/#10 CAN	30.6100	71	2,173.31
PEACH FRST DCD FZ 96/4.4 OZ CUP	96/4.4 OZ CUP	32.7400	100	3,274.00
PEACH FRST DCD FZ 96/4.4 OZ CUP	96/4.4 OZ CUP	29.0400	50	1,452.00
PEARS HALVES EX LT SCR 6/#10 CAN	6/#10 CAN	29.6300	150	4,444.50
PEARS SLC EX LT CAN-6/#10	6/#10 CAN	0.7500	150	112.50
STRAWBERRY FRZ 96/4.5 OZ CUP	96/4.5 OZ CUP	34.5600	125	4,320.00
			12,059	\$ 377,730.92
DOD Project	Assorted	1.0000	140,400	\$ 140,400.00
<b>TOTAL COMMODITY EXPENDITURES SY13-14</b>				<b>\$ 518,130.92</b>
<b>BEGINNING ENTITLEMENT</b>				<b>\$ 511,383.93</b>
<b>COMMODITY EXPENDITURE</b>				<b>\$ 518,018.42</b>
<b>PROCESSED EXPENDITURE</b>				<b>\$ 112.50</b>
<b>BONUS EXPENDITURE</b>				<b>-</b>
<b>TOTAL EXPENDITURES</b>				<b>\$ 518,130.92</b>
<b>ENTITLEMENT BALANCE</b>				<b>\$ (6,746.99)</b>

**À LA CARTE (SUPPLEMENTAL SALES) FOOD ITEMS  
AND SPECIAL SALES REVENUE BY SCHOOL**

<b>School</b>	<b>Student A La Carte</b>	<b>Adult A La Carte</b>	<b>Total</b>
Beaufort Elementary	1,121.75	3,515.10	4,636.85
Coosa Elementary	2,943.05	4,144.45	7,087.50
Lady's Island Elem.	389.40	1,323.75	1,713.15
Mossy Oaks Elem.	1,128.90	2,012.35	3,141.25
Port Royal Elem.	177.10	1,154.40	1,331.50
St. Helena Elem.	295.15	2,801.25	3,096.40
Broad River Elem.	558.51	5,962.70	6,521.21
Shanklin Elem.	357.15	2,935.85	3,293.00
Whale Branch Elem	229.45	4,592.59	4,822.04
HHI ELC	13.60	843.20	856.80
HHI Elem. IBC	2,059.90	4,525.00	6,584.90
HHI Creative Arts	771.65	4,938.25	5,709.90
Bluffton Elem.	1,092.95	450.20	1,543.15
Okatie Elem.	5,736.15	2,581.55	8,317.70
M.C. Riley Elem.	20,512.15	3,950.15	24,462.30
Red Cedar Elem.	1,292.80	1,206.00	2,498.80
Beaufort Middle	5,210.00	883.25	6,093.25
Lady's Island Middle	7,025.00	1,469.90	8,494.90
Robert Smalls IA	2,025.85	4,918.05	6,943.90
Whale Branch Middle	464.70	2,849.75	3,314.45
Hilton Head Middle	23,608.03	693.30	24,301.33
McCracken Middle	59,482.60	3,909.25	63,392.05
Beaufort High	46,290.65	1,624.45	47,915.10
Battery Creek High	7,858.85	2,622.30	10,481.15
Whale Branch EC High	3,221.50	1,640.85	4,862.35
Pritchardville Elem	4,557.55	4,424.20	8,981.75
Bluffton Middle	53,700.50	4,405.65	58,106.15
MC Riley EEC	483.60	2,292.10	2,775.70
Bluffton EEC	493.85	784.75	1,278.60
Hilton Head High	31,318.10	1,347.50	32,665.60
Bluffton High	41,237.90	4,573.40	45,811.30
<b>Totals</b>	<b>\$ 325,658.34</b>	<b>\$ 85,375.49</b>	<b>\$ 411,034.03</b>

## MINIMUM FOOD SPECIFICATIONS

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs - Jan. 2012

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 <sup>a</sup>	Grades 6-8 <sup>a</sup>	Grades 9-12 <sup>a</sup>	Grades K-5	Grades 6-8	Grades 9-12
Meal Pattern	Amount of Food <sup>b</sup> Per Week (Minimum Per Day)					
Fruits (cups) <sup>c,d</sup>	5 (1) <sup>c</sup>	5 (1) <sup>c</sup>	5 (1) <sup>c</sup>	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables (cups) <sup>c,d</sup>	0	0	0	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark green <sup>f</sup>	0	0	0	½	½	½
Red/Orange <sup>f</sup>	0	0	0	¾	¾	1 ¼
Beans Peas (Legumes) <sup>f</sup>	0	0	0	½	½	½
Starchy <sup>f</sup>	0	0	0	½	½	½
Other <sup>f,g</sup>	0	0	0	½	½	¾
Additional Veg to Reach Total <sup>h</sup>	0	0	0	1	1	1 ½
Grains (oz. eq) <sup>i</sup>	7-10 (1) <sup>j</sup>	8-10 (1) <sup>j</sup>	9-10 (1) <sup>j</sup>	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz. eq)	0 <sup>k</sup>	0 <sup>k</sup>	0 <sup>k</sup>	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <sup>l</sup>	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)

### Other Specifications: Daily Amount Based on the Average for a 5-Day Week

Min-max calories (kcal) <sup>m,n,o</sup>	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) <sup>n,o</sup>	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) <sup>n,p</sup>	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat <sup>n,o</sup>	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans</u> fat per serving.					

<sup>a</sup> In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

<sup>b</sup> Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup> One quarter-cup of dried fruit counts as 1/2 cup of fruit: 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

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

<sup>e</sup> The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).

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

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

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

<sup>i</sup> At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).

<sup>j</sup> In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

<sup>k</sup> There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may-substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

<sup>l</sup> Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

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

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

<sup>o</sup> In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).

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

**PURCHASED FOOD AND SUPPLIES  
(ENDING INVENTORIES BY SCHOOL)**

<b>SCHOOL</b>	<b>SYSKO BEGINNING SUPPLY INVENTORY</b>	<b>SYSKO ENDING SUPPLY INVENTORY</b>
ACE	\$811.41	\$449.67
Beaufort Elementary	957.78	1,220.20
Coosa Elementary	762.51	994.02
Lady's Island Elem.	350.25	623.02
Mossy Oaks Elem.	829.62	713.20
Port Royal Elem.	577.12	276.29
St. Helena Elem.	1,064.86	701.61
Broad River Elem.	836.16	1,109.19
Shanklin Elem.	1,032.77	524.34
Whale Branch Elem	825.41	256.94
HHI EEC	623.51	682.06
HHEI Elem. IBC	1,312.81	776.66
HHI School Creative Arts	807.08	768.60
Bluffton Elem.	662.46	312.87
Okatie Elem.	623.05	371.82
M.C. Riley Elem.	709.47	667.41
Red Cedar Elem.	869.13	510.53
Beaufort Middle	465.51	355.97
Lady's Island Middle	1,086.76	739.20
Robert Smalls IA	1,522.17	856.46
Whale Branch Middle	672.70	617.01
Hilton Head Middle	990.50	523.08
McCracken Middle	493.40	750.72
Beaufort High	672.28	835.33
Battery Creek High	1,207.88	616.75
Whale Branch High	687.49	937.07
Pritchardville Elem	923.60	1,227.37
Bluffton Middle	466.69	1,286.63
MC Riley EEC	1,098.26	1,070.40
Bluffton EEC	601.56	792.89
Hilton Head High	583.89	657.24
Bluffton High	1,046.66	820.94
Warehouse	8,951.86	11,518.24
<b>Totals</b>	<b>\$35,126.61</b>	<b>\$34,563.73</b>

<b>SCHOOL</b>	<b>SYSKO BEGINNING FOOD INVENTORY</b>	<b>SYSKO ENDING FOOD INVENTORY</b>
ACE	\$1,617.86	\$1,528.81
Beaufort Elementary	1,437.33	1,883.10
Coosa Elementary	915.79	1,226.83
Lady's Island Elem.	1,226.26	1,097.70
Mossy Oaks Elem.	950.67	1,424.04
Port Royal Elem.	910.75	1,420.82
St. Helena Elem.	1,396.45	2,567.65
Broad River Elem.	1,120.27	1,906.76
Shanklin Elem.	2,018.76	2,346.49
Whale Branch Elem	1,711.42	1,930.48
HHI EEC	1,103.16	792.86
HHEI Elem. IBC	1,266.67	1,280.38
HHI School Creative Arts	663.54	1,264.53
Bluffton Elem.	527.26	700.02
Okatie Elem.	2,655.92	983.77
M.C. Riley Elem.	303.10	794.04
Red Cedar Elem.	1,941.26	632.82
Beaufort Middle	1,543.28	2,189.04
Lady's Island Middle	1,524.33	1,248.81
Robert Smalls IA	1,126.47	2,247.51
Whale Branch Middle	1,568.25	822.26
Hilton Head Middle	1,034.51	251.17
McCracken Middle	775.06	1,434.28
Beaufort High	1,158.96	1,233.42
Battery Creek High	-	1,741.32
Whale Branch High	1,188.29	1,780.35
Pritchardville Elem	1,872.73	2,198.07
Bluffton Middle	849.16	2,630.36
MC Riley EEC	1,019.71	675.85
Bluffton EEC	660.78	212.11
Hilton Head High	342.61	355.36
Bluffton High	795.75	2,027.81
Warehouse	100.28	-
<b>Totals</b>	<b>\$37,326.64</b>	<b>\$44,828.82</b>

**MONTHLY BREAKFAST LABOR, PURCHASED FOOD,  
AND USDA FOODS BY SCHOOL**

**USDA COMMODITIES**

<b>SCHOOL</b>	<b>JULY 2013 BEGINNING INVENTORY</b>	<b>JUNE 2014 ENDING INVENTORY</b>	<b>USDA USED</b>
ACE	\$1,303.09	\$114.56	\$1,188.53
Beaufort Elementary	1,056.97	355.72	\$701.25
Coosa Elementary	748.26	316.57	\$431.69
Lady's Island Elem.	572.56	261.27	\$311.29
Mossy Oaks Elem.	750.33	325.89	\$424.44
Port Royal Elem.	1,229.97	989.84	\$240.13
St. Helena Elem.	608.20	254.28	\$353.92
Broad River Elem.	1,218.93	135.39	\$1,083.54
Shanklin Elem.	879.29	403.65	\$475.64
Whale Branch Elem	340.05	583.73	(\$243.68)
HHI EEC	765.89	468.31	\$297.58
HHEI Elem. IBC	800.86	206.17	\$594.69
HHI School Creative Arts	1,073.83	347.23	\$726.60
Bluffton Elem.	798.58	512.34	\$286.24
Okatie Elem.	736.92	971.73	(\$234.81)
M.C. Riley Elem.	1,146.64	234.21	\$912.43
Red Cedar Elem.	1,300.51	246.00	\$1,054.51
Beaufort Middle	1,443.59	980.39	\$463.20
Lady's Island Middle	1,845.10	1,021.79	\$823.31
Robert Smalls IA	1,388.27	791.30	\$596.97
Whale Branch Middle	1,540.84	548.95	\$991.89
Hilton Head Middle	1,339.79	-	\$1,339.79
McCracken Middle	1,381.61	410.13	\$971.48
Beaufort High	1,857.84	266.17	\$1,591.67
Battery Creek High	1,318.89	516.26	\$802.63
Whale Branch High	1,290.62	1,117.97	\$172.65
Pritchardville Elem	815.40	432.60	\$382.80
Bluffton Middle	1,895.10	650.70	\$1,244.40
MC Riley EEC	877.26	575.41	\$301.85
Bluffton EEC	952.25	190.26	\$761.99
Hilton Head High	1,330.19	43.59	\$1,286.60
Bluffton High	983.10	241.02	\$742.08
Warehouse	45,580.80	37,772.36	\$7,808.44
<b>Totals</b>	<b>\$81,171.53</b>	<b>\$52,285.79</b>	<b>\$28,885.74</b>
Note: Breakfast Costs are calculated at 25% of total costs.			



**SCHOOL INVENTORY LIST**  
**(INCLUDING MISCELLANEOUS KITCHEN ITEMS; TO BE CERTIFIED**  
**AS CORRECT BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES)**

**SPECIAL FOOD SERVICE FUNCTIONS PLANNED  
AND SERVED BY SFA PREVIOUS YEAR**

**OTHER FOOD PROGRAMS**  
**(LIST OF SCHOOLS PARTICIPATING IN THE SEAMLESS SUMMER FOOD**  
**SERVICE PROGRAM TO INCLUDE NUMBER SERVED AND REVENUE COLLECTED**  
**WITH MENUS AND SUPPLIES (NON SCHOOL PROGRAMS WILL**  
**REQUIRE A SEPARATE FIRM PRICE CONTRACT)**

SEAMLESS MIGRANT PROGRAM:

The District Migrant program served reimbursable breakfast, lunch and dinners during the summer.

2013-2014

Breakfast meals served: 981

Lunch/Dinner meals served: 1035

SUMMER FEEDING PROGRAM:

The Food Service Department is the vendor for Beaufort County's Parks and Leisure Program during the summer. Lunches are delivered to approximately 50 sites within the county. Program generally runs 48 days.

2013-2014:

June 2014: 39,833 meals served at \$3.12 per meal totaling \$ 124,278.96.

July 2014: 53,648 meals served at \$3.12 per meal totaling \$ 167,381.76.

August 2014: 18,015 meals served at \$3.12 per meal totaling \$ 56,206.80.

HEAD START PROGRAM:

The Food Service Department is the vendor for Beaufort County Head Start Program. Some sites serve both breakfast and lunch, others serve only lunch. Meals are served in the school cafeterias at some sites; others pick up meals and deliver to separate locations. Student head start meals are allowed to be claimed for reimbursement. Our department bills for any adult meals served.

Catering:

The Food Service Catering Department is available to serve at many functions throughout the District. Revenue goes into the district food service account.

2013-2014:

Revenue from catering was \$ 411,483.57

### COST RESPONSIBILITY DETAIL SHEET

The following cost responsibility detail sheet is a necessary part of this proposal specification. Costs which are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation must be assigned by the SFA prior to the bid opening and designated below:

DESCRIPTION	FSMC	SFA	N/A
Food:			
Food Purchases	X		
USDA Food Processing Charges	X		
Processing and Payment of Invoices	X		
Labor:			
FSMC Employees:			
Salary/Wages	X		
Fringe Benefits and Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers Compensation	X		
Unemployment Compensation	X		
Preparation and Processing of Payroll	X		
SFA Employees:			
Wages		X	
Fringe Benefits and Insurance		X	
Retirement		X	
Payroll Taxes		X	
Workers' Compensation		X	
Unemployment Compensation		X	
Preparation and Processing of Payroll		X	

Miscellaneous/Additional Items:

The items listed with an \* are direct cost items which may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to their operation or designate them as N/A.

DESCRIPTION	FSMC	SFA	N/A
Cleaning/Janitorial Supplies	X		
Paper/Disposal Supplies *	X		
Tickets/Tokens *			X
Child/Silverware/Glassware			X

DESCRIPTION	FSMC	SFA	N/A
Initial Inventory		X	
Replacement during Operation		X	
Telephone (Land lines only)			
Local		X	
Long Distance		X	
Uniforms			
Linens *			X
Laundry			X
Trash Removal			
From Kitchen	X		
From Dining Area		X	
From Premises		X	
Pest Control		X	
Equipment Replacement and Repair			
Non-Expendable		X	
Expendable		X	
Products and Public Liability			
Insurance *	X		
Equipment Rental * (explain)	X		
Car/Truck Rental * (explain)	X		
Vehicle Maintenance * (SFA-owned only)		X	
Storage Costs			
Food *	X		
Non-food Supplies *	X		
Courier Services (bank deposits, school deliveries) *		X	
Employee Recruitment—Initial Replacement	X		
Sales Tax		X	
Other Taxes and Licenses *	X		
Office Materials	X		
Printing *	X		
Promotional Materials *	X		
Other * (cannot include overhead expenses incurred by FSMC)	X		
Cleaning Responsibilities			
Food Preparation Areas (including equipment)	X		
Serving Areas	X		
Kitchen Floors	X		
Dining Room Floors or Periodic Waxing and Buffing Floors		X	
Hoods		X	

<b>DESCRIPTION</b>	<b>FSMC</b>	<b>SFA</b>	<b>N/A</b>
Routine cleaning of tables and chairs	X		
Cafeteria walls		X	
Light Fixtures		X	
Windows		X	
Window Coverings		X	
Grease Traps		X	
Duct Work		X	
Restrooms		X	
Exhaust Fans		X	
Grease Filters		X	

**WRITTEN RESPONSES TO QUESTIONS FROM POTENTIAL  
CONTRACTORS**

**PROGRAM IDENTIFICATION**

Beaufort County School District

Plans to participate in the following programs during the 2015–16 school year in one or more schools: (please check all that apply)

- ✓ National School Lunch Program
- ✓ School Breakfast Program
- ✓ Afterschool Snack Program
- ✓ USDA Foods Program
- ✓ Seamless Summer Option Program (Possibly)
- ✓ Fresh Fruit and Vegetable Program
- ✓ Farm To School Program
- ✓ Dinner Program
- ✓ Community Eligibility Program



## **Fresh Fruit and Vegetable Program (FFVP) Requirements**

Costs that are charged to the FFVP grant are broken into two categories: administrative and operational.

Operational costs are the primary costs of running the FFVP, including such costs as follows:

- purchase of fruits and vegetables, including the cost of pre-cut produce and delivery charges;
- non-food items or supplies that are used in serving and cleaning; and
- salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables, and in maintaining a sanitary environment.

Administrative costs, which currently cannot exceed 10 percent of the overall grant, are used principally to support planning and managing the program. It is important to note that most of a school's FFVP funds must be spent on purchasing fresh fruits and vegetables.

All FFVP costs must be allowable, actual costs, and fully documented. Labor costs must be reported by and to the SFA in a manner that clearly identifies the actual time allocated to the FFVP. All labor costs, either operating or administrative, must be minimal. The SFA shall verify that the FSMC operates the FFVP in compliance with all USDA FNS standards.

- The FSMC will document and track FFVP expenses separately and make this documentation easily accessible to the SFA, SA, or USDA for review. All non-food costs must be carefully reviewed and deemed reasonable, given the extent of the FFVP operations.
- The FSMC will provide the SFA with documentation that clearly outlines the allocation of costs charged to the FFVP as a basis for the SFAs claim for reimbursement (e.g., amounts charged for labor, administrative fees, and actual costs of fresh fruits and vegetables). This is a contract requirement even if a fixed fee for FFVP is agreed upon.
- The FSMC will use the SC Fresh Fruit and Vegetable Program Monthly Log for Operational and Administrative Costs Claimed for Labor form (included in the *SC Fresh Fruit and Vegetable Program Handbook for Schools*) to document operational and administrative labor costs or a similar form that captures the same information. This documentation must be readily available for SFA, SA, or USDA review.
- A FFVP cycle menu based on USDA FNS guidance should be submitted with this RFP to the SFA and used in scoring the FSMC.
- Identify all SFA and FSMC roles and responsibilities in the FFVP.

**FOOD SERVICE MANAGEMENT COMPANY**

**REQUEST FOR PROPOSAL/CONTRACT**

**SECTION FIVE**

**STANDARD TERMS AND CONDITIONS**

## **STANDARD TERMS AND CONDITIONS**

### **A. Scope and Purpose**

1. The duration of the contract shall be for a period of up to one year, beginning on July 1, 2015, and ending on June 30, 2016, with a maximum of four (4) one-year renewals contingent upon mutual agreement between the SFA and FSMC.
2. The FSMC shall manage the SFA's food service program for the benefit of the school district's students, faculty, staff, and guests. The FSMC shall provide food service in accord with all federal regulations found in 7 CFR Parts 210, 220, 245, 250, 3016 & 3019 guidance, instructions, and policy memorandum issued by the United States Department of Agriculture, Food and Nutrition Service; United States Office of Management and Budget Circulars for Federal Grants; and policies of the South Carolina Department of Education, Office of Health and Nutrition Programs. The SFA, SA, and USDA shall have unlimited access, with or without notice to the FSMC, to all premises used by the FSMC.
3. The FSMC shall provide breakfast, lunch, and after-school snacks as specified in Appendix A for approximately 180 serving days. The FSMC may also be asked to provide lunch, breakfast and/or snacks if the SFA participates in the Seamless Summer Option Program.
4. The SFA may add or remove sites and/or meal periods for existing programs from Appendix A at any time during the period of the contract unless the addition or removal of sites and/or meal periods creates a material or substantive contract change.
5. The SFA reserves the right to maintain present food and beverage vending machines in its facilities.
6. The SFA shall be legally responsible for the SFA's nonprofit food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations described in Item A (2). The SFA shall conduct regular performance, accountability, and other reviews as required by state and federal regulations and guidelines as well as periodic on-site visits to include inspection of meals, food preparation, storage and service areas, and sanitation and safety practices. Such reviews shall be documented by the SFA and maintained on file for inspection by the SA.
7. The FSMC, as an independent contractor, shall have exclusive right to provide food services for the schools designated by the SFA in this RFP (Appendix A) for the following programs: National School Lunch Program, School Breakfast Program, After School Snack Program, Seamless Summer Option Programs, and Fresh Fruit and Vegetable Program, if applicable.
8. The FSMC shall be an independent contractor and not an employee of the SFA. Employees of the FSMC are not employees of the SFA.
9. 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, à la carte sales, contract meals, proceeds from the sale of food service equipment, interest payments, and other sources related to the food service program shall be deposited in the

SFA's nonprofit food service account. Any profit or guaranteed return shall remain in the SFA's nonprofit food service account. The SFA and the FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under the USDA Regulations 7 CFR 210.16 (c) and 7 CFR 3016.

10. The SFA shall retain control of the SFA's nonprofit food service account and shall assume overall financial responsibility for the program.
11. Authorized representatives of the SFA, the SA, and USDA shall have the right to conduct unannounced, on-site administrative reviews of the food service operation, including the inspection of all records and supporting documentation associated with the food service program.

## **B. Signature and Approval Authority**

1. The SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, and monthly claim for reimbursement.
2. The preparation of the annual application for federal/state funds and the agreement with the South Carolina Department of Education, Office of Nutrition Programs for operation of the National School Lunch, Breakfast, After School Snack Programs, Seamless Summer Option Program, and Fresh Fruit Vegetable Program shall be the responsibility of the SFA. The application and agreement for federal/state funds, as approved by the South Carolina Department of Education's Office of Health and Nutrition Programs, shall become part of the contract.
3. The preparation of the application to receive USDA Foods shall be the responsibility of the SFA. The agreement signed between the South Carolina Department of Education's Office of Nutrition Programs and the SFA to receive USDA foods shall become part of the contract.

## **C. Free and Reduced-Price Meal Policy**

1. The preparation of the annual Free/Reduced-Price Meal Policy shall be the responsibility of the SFA and is not open for amendment by the FSMC. The SFA shall ensure that the nonprofit food service is in conformance with the school district's approved Free and Reduced-Price Policy. The SFA Free and Reduced-Price Meal Policy shall be made part of this contract.
2. Approval of Free/Reduced-Price Meal Applications shall be the responsibility of the SFA. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by USDA. The SFA shall be responsible for appointing a qualified hearings officer to conduct any hearings related to determinations regarding eligibility for free or reduced-price meals.
3. The FSMC shall implement an accurate point of service count using the counting system submitted by the SFA in its agreement to participate in the NSLP. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students.

4. The SFA shall monitor the food service program of the FSMC through periodic on-site visits to ensure that the program is in conformance with all federal, state, and local regulations, laws, and procedures. In addition, the SFA will conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.

#### **D. USDA Foods**

1. Any USDA foods received by the SFA and made available to the FSMC shall be utilized solely for the purpose of providing benefits for the SFA's nonprofit food service program. USDA foods are considered "received" when the foods arrive at the school kitchen in either raw form or in processed end products. The title to USDA foods must remain with the SFA. The SFA shall assure the maximum amount of USDA foods are received and utilized by the FSMC. The FSMC shall use USDA foods in the preparation of meals and other food served to the students. The FSMC may maintain separate storage, inventory, and control of such USDA foods to ensure that its use is in conformance with the SFA's agreement with the SA.
2. The FSMC manages the donated foods to ensure they are used in the SFA food service program. Funds are expended to purchase food to be used in the food service program, or those commercial substitutes of the same generic identity, of U.S. origin, and of equal or better quality are used in their place (with the exception that donated ground beef, ground pork, and all processed end products must be used without substitution). When commercial substitutes are used in place of donated foods, the FSMC may then use the donated foods without restriction.
3. The FSMC must credit the SFA for the value of all donated foods funds received for use in the school food service program in the school year, whether the donated foods are used in that year or not as required in 250.51(a). The value of the USDA foods is based on the value of the product at the point the SFA receives the USDA foods at each site and on USDA prices pertinent to that time period.
4. The liability for the proper use of the USDA foods will be the responsibility of the FSMC. The FSMC must meet the requirements that ensure safe storage of donated foods in 250.14(b); and, in accordance with 210.13(a), the SFA must ensure that food storage, preparation, and service comply with the sanitation and health standards established under state laws and regulations. However, the FSMC, conducting the food service on behalf of the SFA, may commingle donated foods with other foods purchased for the school food service, in a single inventory management system in accordance with 250.52(b) and 250.59 (c). Since it is difficult to distinguish donated foods from other foods in this type of arrangement, the SFA must ensure the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in a school year, irrespective of the actual use of the foods (250.51(a)).

The FSMC shall maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of USDA foods or the purchases procured with funds from the CLOC amount allocated quarterly. Failure by the FSMC to maintain records under the contract shall be considered factual evidence of improper distribution or loss of USDA foods. The SFA is responsible for obtaining restitution from the FSMC in connection with any claim for improper distribution, use or loss of, or damage to USDA foods as stipulated in 7 CFR 210.16.

5. The SFA shall be responsible for USDA food processing contracts. The FSMC is prohibited from entering into any processing contracts utilizing USDA foods on behalf of the SFA. All goods, services, and/or funds received as the result of a rebate under a processing contract must accrue to the SFA's nonprofit food service account.
6. The FSMC is not required to credit the SFA for the value of donated foods in end products that the SFA procures from the processor and provides to the FSMC for use in the school food service. The processor must credit the SFA for the donated food value in end products procured by the SFA, in accordance with processing requirements in Subpart C of Part 250. The SFA must ensure that the FSMC uses such end products in the school food service in accordance with 250.51 (d).
7. The FSMC shall give the SFA, USDA, and appropriate SA representatives' access to the USDA foods storage areas for inspection as required by law. The FSMC shall have records available to substantiate that the full value of all USDA foods is used solely for the benefit of the SFA.
8. The SFA may not refund any credit to the FSMC for the value of any donated foods that remain unused when a contract terminates and is not extended or renewed with, one exception whereby the FSMC must credit the SFA for the value of donated foods carried over from a previous contract if the value of such foods has not already accrued to the school food service (i.e., if the value was not credited to the SFA by the previous FSMC). The "successor" FSMC must ensure use of such donated foods in the SFA food service but will not have to credit the SFA for the value of such donated foods, as that value would have already accrued to the school food service.

The value used to credit the SFA for such donated foods must be the value determined in accordance with 250.51 (c.). However, the FSMC is not required to credit the SFA for the value of such donated foods that are determined to be out-of-condition, and the SFA must ensure that such out-of-condition foods are not used in the school food service.

9. When the contract terminates, and is not extended or renewed, the FSMC must return unused donated ground beef, ground pork, and processed end products and must return other unused donated foods to SFA at the discretion of the SFA.

## **E. Food Service Operations**

1. The FSMC, as agent for the SFA, shall serve, on such days and at such times as requested by the SFA
  - (a) Meals, priced as a unit, which meet the meal component requirements prescribed by USDA. The SFA and FSMC will actively promote maximum participation in the National School Lunch and Breakfast Programs.
  - (b) Such other food as may be agreed upon by FSMC and SFA. In order to offer à la carte food service, all eligible children must be offered free, reduced-price, and full-price reimbursable meals. À la carte offerings will comply with applicable federal and state regulations.
2. For the first 21 days of meal service, FSMC shall adhere to the 21-day cycle menu provided in the RFP (Appendix E) and developed in accordance with the provisions of 210.10 or 210.10 (a). Thereafter, changes in the menu may be made with the approval of the SFA.

3. The FSMC shall make recommendations to the SFA regarding the food service program and the prices to be charged for meals and other food; however, the SFA will retain control over the quality, extent, and general nature of its food service and shall have the right and responsibility to make the final decisions regarding such matters.
4. The FSMC shall cooperate with the SFA in promoting nutrition education in the school cafeteria and in the SFA's efforts to link nutrition education in the classroom with healthful foods, including fresh fruits and vegetables, offered in the school cafeteria. The FSMC shall promote nutrition education aspects of the SFA's school's food service program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction and federal, state, and local programs. The FSMC shall further promote the nutritional aspects of the school meal programs by the types of foods they serve as part of the program meals, as well as à la carte and vending sales.
5. The FSMC shall supply foods required for students for whom special diets have been prescribed by a medical doctor or other recognized medical authority. The FSMC shall seek assistance from a registered dietitian to translate the diet prescription into actual foods to be available to the student.
6. The FSMC shall cooperate with the SFA in the utilization of an advisory board composed of students, parents, teachers, other school personnel, and a FSMC representative to assist in planning meals and promoting participation. The FSMC shall meet with the advisory board at least quarterly and will document the proceedings and outcomes of the meetings.
7. The SFA may request the FSMC to provide additional food service; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage in conjunction with other school events.
8. Upon the SFA's request, the FSMC shall provide catered food service events at times and prices mutually agreed upon by the SFA and FSMC. Catered events will include any meal function that is not associated with the SFA's nonprofit food service program such as banquets, luncheons, breakfasts, or other special meal functions. At the time the catered event is requested, a firm price per meal shall be confirmed in writing.
9. The FSMC shall not be reimbursed for any meals which are spoiled or unwholesome at the time of service, that does not meet the specifications developed by the school district, or that do not otherwise meet the requirements of this agreement provided, however, that no deduction shall be made unless the SFA shall give the FSMC written notification within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which the SFA intends to deduct payment, and setting forth the reasons for the deductions. In addition, meals dropped by the students shall be replaced at no cost to the students.
10. The SFA must make potable water available to children in schools at no charge in all schools or places where reimbursable lunch meals are served during the meal service as per amended section 9(a) of the Richard B. Russell National School Lunch Act (42 U.S.C. (1758(a))). There are a variety of ways that schools can implement this requirement. For example, schools can offer water pitchers and cups on tables, water fountain, or a faucet that allows students to fill

their own bottles or cups with drinking water. In addition, water must be available in the afterschool snack program, and an effort should be made to provide drinking water during field trips with reimbursable bag lunches. However, availability of drinking water is not required at breakfast. The FSMC will include in their firm price the cost of cups, water pitchers, or other supplies purchased in schools where a water fountain or faucet is not practical or available.

## **F. Facilities, Equipment and Inventory**

1. The SFA shall make available to the FSMC suitable food service facilities, completely equipped and ready to operate, together with such utilities as heat, fuel, refrigeration, and other utilities as may be reasonably required for the FSMC for the efficient performance of this agreement. The FSMC agrees to utilize the SFA-owned equipment and facilities in good and proper manner and shall keep the same in a state of cleanliness to assure strict compliance with health regulations of the state.
2. All non-expendable equipment shall be purchased by the SFA. Records of equipment depreciation will be maintained and recorded in the appropriate reporting system. The SFA shall have full access to the food service facilities at all times. Principals or other SFA officials will inform the FSMC prior to use of the facilities during any serving periods. The FSMC shall not use SFA facilities or equipment for preparation of food to be served at any other function unless approved by the SFA.
3. The SFA shall furnish building maintenance services for the food service facilities and shall promptly make all equipment repairs and replacements and shall be responsible for compliance with all federal, state, and local safety and health laws and regulations with respect to the food service facilities. Repairs to expendable and non-expendable equipment or physical facilities due to the negligence of the FSMC, its employees, or its agents shall be the sole responsibility and expense of the FSMC.
4. The preparation of food off the SFA premises for service to students in the school district shall be prohibited without prior approval in writing by the SFA. Should such approval be acquired, the FSMC shall have state and local environmental health inspection and certification for any facility outside the district in which it shall prepare meals for use in the SFA and shall maintain such health certification for the duration of this agreement.
5. The SFA shall provide and maintain an adequate inventory of service wares, small expendable equipment, and cash registers. All service wares and small expendable equipment and cash registers shall remain the property of the SFA.
6. All fixtures added by the FSMC during the term of the contract will become the property of the SFA. Fixtures for the purpose of this contract include goods that have become so related to the real estate that an interest in them arises under real estate law (examples include but are not limited to counters, islands, stove, ovens, sinks, or service stations which cannot be removed without damaging the floor).
7. The SFA shall retain the right to rent any SFA-owned food service facility to outside groups during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities are agreed upon by the FSMC and SFA,



the SFA may require that a member(s) of the food service staff, designated by the on-site manager, be on the premises. The SFA budget will be reimbursed for related personnel costs associated with the rental.

8. At the time of contract signing, the SFA and FSMC shall jointly inventory all equipment, USDA foods, food, and non-food related supplies to be utilized in the SFA's nonprofit food service program (Appendix K). A summary of such inventory shall become part of the contract. The SFA represents and warrants that all SFA food and supplies inventories, including USDA foods, existing at the commencement of operations hereunder are usable and shall meet the FSMC's menu requirements. In addition, at the commencement of operations, the FSMC and SFA shall mutually agree on the usability of such existing inventory and shall make an appropriate adjustment, if necessary, to the value of such existing inventory with the exception of the USDA foods.

## **G. Regulatory Compliance**

1. The FSMC and SFA mutually agree to comply with all applicable standards, orders, or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389, and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
2. The FSMC agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
3. The FSMC shall comply with Sections 103 and 107 of the contract Work Hours and Safety Standards Act, 40. U.S.C. 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate not less than 1½ times the base rate of pay for all hours worked in excess of 40 hours in any workweek.
4. The FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
5. The FSMC shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
6. The FSMC shall comply with the "Buy American" provision for contracts that involve the purchase of food as per USDA Regulation 7 CFR Part 250.

7. The FSMC shall comply with the provisions of the Consumer Product Safety Act.
8. The FSMC shall complete and sign the *Certification of Independent Price Determination* form, *Certification Regarding Drug-free Workplace, Suspension, Ineligibility, and Voluntary Exclusion* form and *Disclosure Form to Report Lobbying* and shall include these documents as part of the agreement. (See Attachment O.)
9. The FSMC shall abide by all applicable state and federal laws when providing services under this contract.
10. The FSMC shall comply with all federal, state, and local health and safety laws and regulations. The FSMC must utilize the existing SFA Food Safety Plan to include HACCP (Hazard Analysis Critical Control Point) or implement a food safety plan approved by the SFA.
11. In accordance with the requirements contained in 7 CFR Section 3017-300, the FSMC certifies, by submission of this proposal and subsequent contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. The FSMC shall notify SFA during the term of the contract and any subsequent renewal periods if the status changes for the FSMC.

#### **H. Records and Record-keeping**

1. The FSMC shall maintain such records as the SFA will need to support its claim for reimbursement of the daily number of meals served by category. These meal counts must be reported daily. The FSMC will maintain all additional records and reports required under the National School Lunch, Breakfast and After School Snack Programs, Seamless Summer Option Program, and Fresh Fruit and Vegetable Program (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA within ten (10) days following the end of each month of operation.
2. The FSMC must retain revenue records broken down by source, type and category of meal or food service (à la carte sales, reduced-price, and full-price meals, snacks and vending machine sales, etc.) as required by the National School Lunch Program and School Breakfast Program. All such records shall be kept on file for three (3) years after the end of the school year to which they pertain. However, in the event of any unresolved audit findings, the records shall be retained beyond the three-year period for as long as required for resolution of the issues raised by the audit.
3. All records of the FSMC pertaining to the SFA's food service program shall be made available to representatives of the SFA, the SA, USDA, the U.S. Comptroller General, of the U.S. General Accounting Office, upon request, at FSMC's offices during regular business hours. The FSMC shall not remove federally required records from SFA premises upon contract termination.

4. The SFA and FSMC must provide all documents as necessary for the independent auditor to conduct the SFAs single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SA.

## **I. Personnel**

1. The FSMC shall employ an on-site, full-time food service management professional and/or a staff of management and operational employees assigned to duty on the SFA premises for efficient management and operation of the SFA's food service program. Salary, benefit and tax allocations must be provided in the RFP. The SFA shall have final approval regarding the employment of the FSMC's site manager. The SFA shall furnish an office and any standard office equipment to support the food service program.
2. All FSMC personnel will be subject to rules and regulations of the SFA while on the SFA's premises.
3. The SFA will retain all employees currently on the SFA's payroll. As employees of the SFA leave employment or are reassigned, they may be replaced with employees of the FSMC. Employees of the SFA assigned to food service duties will be entitled to all salary and benefits applicable to state employees in their respective positions as determined by the SFA. Employees hired by the FSMC to replace SFA employees who leave employment, or are reassigned to non-foodservice, are subject to such salary and benefits as the FSMC provides. The SFA shall employ sufficient staff to complete all non-delegable duties as an expense to the SFA's nonprofit school food service budget.
4. The FSMC shall be responsible for supervising personnel, including SFA-employed supervisory and non-supervisory food service employees, provided, however, the SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, termination, promotion, discipline, levels of compensation, and work duties. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, including the site manager. The FSMC shall also be responsible for the hiring and termination of non-supervisory staff that are employees of the FSMC.
5. The FSMC shall be responsible for training personnel, including SFA-employed supervisory and non-supervisory food service employees. All SFA and FSMC personnel assigned to the food service program in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria use. Other appropriate training shall be provided to conduct the effective and efficient operations of each site's food service program. The FSMC shall compensate employees for time spent in required in-service training and/or monthly meetings. A minimum of ten (10) hours of training must be provided and documented for all SFA employees on a yearly basis.
6. The SFA shall maintain accurate, timely, and detailed records of personnel and other payroll costs for employees assigned to the food service program and shall grant FSMC access, during regular business hours, to such books and records except as protected by state law.

7. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 USC 327-330), as supplemented by Department of Labor regulations (29 CFR, Part 5). In addition, the FSMC shall comply with all provisions of any other applicable federal, state, or local law or regulation with respect to its personnel providing services hereunder.
8. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by labor regulations (41 CFR Part 60). Neither the SFA nor the FSMC shall discriminate because of race, color, sex, age, national origin, or disability as defined and prohibited by applicable law in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning employees assigned to duty in the SFA's food service program. The FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws. The FSMC shall retain present SFA employees without a reduction in salary, hours worked, or benefits.
9. The FSMC shall comply with provisions of the Fair Labor Standards Act, provisions of the Occupational Safety and Health Act, and the standards and regulations issued thereafter. The FSMC shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. The FSMC shall employ a substitute food service employee when an employee is absent to manage the flow of work and prevent violations of existing labor laws.
10. The FSMC shall provide workers' compensation coverage for its employees.
11. The SFA may request in writing the removal of an employee of the FSMC who conducts himself or herself in a manner that is detrimental to the physical, mental, or moral well-being of students or school personnel. The FSMC shall immediately restructure staff in order to avoid a disruption of service. The SFA shall not be liable for the personnel actions of the FSMC.
12. Both the SFA and the FSMC shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job regarding employees on its respective payroll. Each party shall withhold all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs and shall file all required documents and forms.
13. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the RFP. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
14. The FSMC shall require all of its employees assigned to duty on the SFA's premises to submit to periodic health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to the SFA's Human Resources Department upon request. The cost of such examinations shall be a Direct Cost. The FSMC will test its employees for drugs and alcohol and perform criminal record checks as required by the RFP. The FSMC will not place in any SFA-owned site any employee of the FSMC who has tested positive for controlled substances in violation of the district's Drug Free Workplace Policy or any employee that has been convicted of, pled guilty or no contest to, or received a

prayer for judgment continued for any felony or for any misdemeanor involving drugs, crimes of moral turpitude, or violent behavior of any kind.

15. The FSMC must conduct criminal background checks on any employee of the FSMC who will work at any SFA site. The background checks must extend back at least 10 years. If the individuals have lived outside of South Carolina during the last 10 years, the criminal record checks shall be extended to include each county/state the person has lived in for the last 10 years. All criminal record checks must be provided to the SFA upon request.
16. The FSMC must conduct drug testing prior to hiring employees who will perform services at SFA sites. Applicants that fail the drug test may not be hired to perform services at SFA sites. The results of drug tests must be available to the SFA upon request.
17. The FSMC will not place in any SFA-owned site any employee of the FSMC who has tested positive for controlled substances in violation of the SFA's Drug Free Workplace Policy or any employee that has been convicted of, pled guilty or no contest to, or received a prayer for judgment continued for any felony or for any misdemeanor involving drugs, crimes of moral turpitude, or violent behavior of any kind.

## **J. Procurement**

1. The FSMC shall be responsible for purchasing all food and related supplies, and they shall be used solely in the SFA's nonprofit food service program. The specifications including grade, purchase unit, style, weight, ingredients, formulations, etc. shall conform to the Minimum Food Specifications found in Appendix H.
2. The FSMC must follow the procurement regulations as described in 7 CFR Part 3016. The FSMC and SFA shall establish a written Procurement Plan that describes the food service's procedures for the acquisition of food, supplies, services, and equipment in accordance with federal, state, and local laws. The Procurement Plan must include a system that enables each school site to confirm that food, supplies, and services that are procured are identical to those received. The FSMC may not serve as the vendor unless the SFA's contract official approves an appropriate bid process to be followed to assure free and open competition according to 7 CFR 3016.
3. The FSMC shall not assign or subcontract in whole or in part its rights or obligations under any contract resulting from response to this RFP without prior written consent of the SFA. Any attempted assignment without said consent shall be void and of no effect.
4. If the effective dates of any procurement contract that should be signed as a result of this RFP extend beyond the current state or federal fiscal year, the contract will be conditional upon the availability and receipt of federal, state, and/or local funds.
5. All procurement records and supporting documentation shall remain on the premises and shall be made available to representatives of the SFA, the SA, the State Attorney General, the USDA, and the U.S. Comptroller General of the U.S. General Accounting Office, upon request. In the

event of termination of the contractual agreement prior to the expiration of the records retention period specified in this RFP, copies of the procurement records supporting documentation shall be provided to the SFA.

#### **K. Accounting Practices, Revenues, and Receipts**

1. All federal and state reimbursements and cash receipts shall be utilized solely in the SFA's nonprofit food service program or for the improvement of such food service program. All cash receipts shall be turned over to the SFA for deposit in the district's nonprofit food service account. The SFA represents and warrants that all financial and operating information provided by the SFA to the FSMC is true, complete, and correct and presents fairly and accurately all items of revenue and expense of the SFA's nonprofit school food service program managed by the FSMC.
2. All books and records relating to the food service operation shall be made available, as required by state and federal regulations, for inspection and audit by the SFA, state, or federal auditors.
3. In accordance with 7CFR 250.51(a) and (b), the FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year, or at least an annual basis, through invoice reductions, refunds, discounts, or other means in accordance with 7 CFR 250.51(b).
4. Within twenty (20) days after the end of each accounting period, the FSMC will submit to the SFA an invoice for the SFA's financial obligation for such accounting period. All invoices for services shall be paid ten (10) days after the receipt of correct invoice. The invoices shall be presented by the third working day and shall display over all services for the previous calendar month. Within thirty (30) days following the end of the current year, the FSMC shall submit to the SFA an operating statement for the current year and shall pay to the SFA the amount, if any, due or shall submit an invoice to the SFA.
5. All invoices presented for payment that are not paid within 30 days of the date of the invoice shall be subject to a late fee with terms outlined in the contract. Any late fees or other penalties must be paid from the school district's General Fund. Payment of late fees or other penalties from the SFA's nonprofit school food service account is not allowable.
6. The FSMC must have an audit performed by an independent audit firm engaged by the FSMC. The audit must report on the FSMC's control, structure, policies, and procedures. A copy of the current audit must be retained on file by the SFA. Failure of the FSMC to provide the required audit will result in non-renewal of the agreement between the SFA and FSMC.

#### **L. Guarantees**

1. The FSMC guarantees revenues in excess of expenditures to the SFA in the amount stated herein. The revenues in excess of expenditures shall be determined by the annual independent audit conducted by the audit firm contracted with by the SFA. In the event that the actual revenues in excess of expenditures (total revenue from all sources less Total Food Service Cost) is below the guaranteed amount, the FSMC shall pay to the SFA any shortfall within 30 days of the determination by the SFA of the amount of the shortfall.

2. In addition, the FSMC will guarantee a surplus in the amount of \$150,000 in the food service program to provide for the SFA to replace non-expendable and expendable equipment. This amount will remain constant during each extended one-year contract period.
3. All expenditures (indirect cost excess, accounts receivable by the schools for unpaid meals, technology services, technology and supplies/materials) directly or indirectly (with the exception of depreciation) associated or necessary to provide the SFA with school food services will be considered a direct expense to the program budget and included in the revenues in excess of expenditures statement for purposes of determining guaranteed results.
4. All information relating to the SFA's nonprofit school food service budget, revenues, and expenses included in this RFP/contract is provided for FSMC planning purposes. The SFA budget, revenues, and expense are subject to change for future years based on market conditions.

#### **M. Licenses, Fees and Taxes**

1. The FSMC shall obtain and post all federal, state, and local licenses, permits, and other documents required by federal, state, or local law to operate a nonprofit school food service program.
2. The FSMC shall be responsible for all sales, use, and excise taxes and all other state and local taxes attributable to the SFA's nonprofit food service program. The cost of all such licenses, permits, and taxes shall be charged as direct costs to the SFA.

#### **N. Insurance**

1. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth in this agreement provided by insurance companies authorized to do business in the State of South Carolina. A Certificate of Insurance of the FSMC's insurance coverage, indicating the specified amounts, must be submitted at the time of award.
2. The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per occurrence.
3. The FSMC agrees to provide automobile liability insurance with the minimum coverage of \$1,000,000 combined single limit per accident.
4. The FSMC agrees to provide workers' compensation insurance as statutorily required by law, including employee liability coverage up to \$1,000,000.
5. In addition, the FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC

further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments, and other articles owned by their employees.

6. The FSMC agrees to name the SFA as an additional insured for services performed under the terms and conditions of the contract.
7. A Certificate of Insurance evidencing all coverage requested is required before work commences under the terms of this contract. All insurance required as a result of a response to this RFP shall provide for notice of cancellation directly to the SFA thirty (30) days before such cancellation occurs.

#### **O. Proprietary Information**

1. During the term of the contract, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including, but not limited to, signage, operating or other manuals, recipes, menus and meal plans, and computer programs relative to or utilized in the FSMC's business or the business of any affiliate of FSMC. These materials shall be the property of the FSMC.
2. The SFA shall not disclose any of the FSMC's proprietary information or other confidential information, directly or indirectly, during or after the term of the agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the agreement.
3. The SFA agrees that all proprietary computer software programs, marketing and promotional literature, and materials used by the FSMC on the SFA's premises in connection with the food services provided by FSMC under this agreement shall remain the property of FSMC notwithstanding the fact that the SFA may have received a charge for the use of such proprietary materials in connection with the SFA's food service program.
4. Upon termination of the agreement, all use of trademarks, service marks, and logos owned by the FSMC or licensed to FSMC by third parties shall be discontinued by the SFA, and the SFA shall immediately return to the FSMC all proprietary materials.
5. The FSMC acknowledges that during the course of this agreement, the FSMC shall have access to business systems, techniques, and methods of operation developed at the expense of the SFA and the FSMC acknowledges that the assets belong to the SFA. The FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this agreement.

#### **P. Term and Termination**

1. This contract between the FSMC and SFA shall remain in force for one (1) year unless terminated sooner as herein provided. The contract may be canceled by either party for cause with a sixty (60) day written notice. Options for yearly renewals may not exceed four (4) additional years.



2. If either party shall fail or be unable to perform or observe any of the terms or conditions of this agreement for any reason other than excused performance reasons stated, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the agreement by giving thirty (30) days written notice, or, in the case of the SFA, effect such other arrangements as the SFA deems desirable during the continuation of the FSMC's inability or failure to perform.
3. Neither the FSMC nor the SFA shall be responsible for any losses resulting from the failure to perform any terms or provisions of the agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, acts of public enemies, or other disorders; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure."
4. In the event of a Force Majeure, which interferes with the operation of the SFAs food service program, upon request, the FSMC will take all reasonable steps to continue to provide service upon the terms and conditions satisfactory to the FSMC and SFA, and any guarantee provided therein shall be adjusted to account for lost gross receipts and any increase in the SFA's total food service costs.
5. In the event that the FSMC is not able to perform under this contract due to events beyond the reasonable control of the management company (i.e., strike, labor or material shortage, fire, flood, or other casualty or Acts of God), the SFA may, at their option, terminate this contract and assume control of the facilities, equipment, food, supplies, expendables, etc., necessary for the continued operation of the SFA's food service operation.
6. Notwithstanding any other provision of this contract, both parties shall be deemed to have retained any and all administrative, contractual, and legal rights and remedies to which they may be entitled.
7. The SFA agrees that if, upon being advised in writing by the FSMC that the FSMC's services are not returning a fair and equitable profit, the SFA and the FSMC fail to effectuate new financial arrangements within thirty (30) days that rectify this problem, this contract may thereupon be terminated by the FSMC by giving sixty (60) days written notice to the SFA.
8. In the event of a change in the funding from federal and/or state sources, the SFA reserves the right to cancel the contract in total or modify the terms and conditions as necessary.
9. The SFA may terminate this contract for breach/neglect as determined by the SFA when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by contract, failure to provide required information statements, failure to maintain quality of food and service at a level satisfactory to school district, or failure to comply with federal and state regulations. The SFA is the responsible authority without recourse to FNS for the settlement and satisfaction of all contractual and administrative issues arising for the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual

nature. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction.

10. Upon the termination or expiration of the agreement, the FSMC shall, as soon thereafter as is feasible, vacate all parts of the premises occupied by the FSMC and return the premises to the SFA, together with all the equipment furnished by the SFA pursuant to this contract, in the same condition as when originally made available to the FSMC, excepting reasonable wear and tear and fire and other casualty loss.
11. In the event of default on the contract, the FSMC shall pay to the SFA the amount of the performance or surety bond.

#### **Q. Additional Conditions**

1. No oral interpretations of the RFP requirements shall be binding on the SFA. All changes in the RFP requirements shall be in writing and shall be issued in the form of an addendum to the RFP no less than ten (10) calendar days prior to proposal opening.
2. By entering a response to this RFP, the FSMC certifies that the corporation, firm, or person is submitting a proposal/bid for the same materials, supplies, equipment, or services as specified in the RFP. The FSMC certifies that the proposal/bid is in all respects fair and without collusion or fraud. The FSMC certifies that they understand that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards.
3. Conflicts of interest, gratuities and kickbacks, or other inducements are prohibited. Any employee or any official of the SFA or School Board, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value as an inducement or intended inducement in the procurement of business or the giving of business for, or to or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to the SFA shall be deemed guilty of a felony, and upon conviction, such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.
4. Contracts that permit receipts and/or expenses to accrue to the FSMC are prohibited.
5. The SFA reserves the right to accept and/or reject any and all proposals/bids in the best interest of the SFA. The FSMC agrees that only a fixed firm price agreement will be acceptable. Proposals that are submitted based on a "cost-plus-a-percentage-of-cost" or "cost-plus-a-percentage-of-income" basis are prohibited and will not be accepted.
6. Final acceptance of any contract as a result of response to this RFP shall be subject to approval by the South Carolina Department of Education's Office of Nutrition Programs. The RFP becomes the official contract when approved, awarded, and officially signed.

**FOOD SERVICE MANAGEMENT COMPANY**

**REQUEST FOR PROPOSAL/CONTRACT**

**SECTION SIX**

**Required Format for Submitting Proposal**

**and**

**Attachments to be included in FSMC's Response  
to Request for Proposals**

## **REQUIRED FORMAT FOR FSMC'S RESPONSE TO THE RFP**

The FSMC shall submit a Letter of Intent stating that the offeror is qualified to operate a nonprofit school food service program as described on Page 78 of the RFP. (Section A2–Scope and Purpose). The FSMC shall also submit a Firm Price Cost Summary (Attachment B). Both the letter and the Summary shall be signed by an individual who is authorized to commit the FSMC to a legally binding agreement.

The FSMC shall submit with the RFP an assurance by a surety bond company authorized to do business in the State of South Carolina (Appendix C). If selected as the successful bidder and upon award of the contract, a performance bond will be issued in the amount of 10 percent of annual projected contract value. Within five (5) days after signing the contract, the FSMC shall deliver to the SFA the executed performance bond payable to the SFA. The performance bond is held by the SFA as security for the faithful performance by the FSMC of all terms of the contract. FSMC's performance bond shall be written on an annually renewable basis. The term of the bond shall be one year, and it may be extended by a Continuation Certificate.

The FSMC shall include a complete nutritional analysis of the 21-day menu cycle provided by the SFA in the RFP (Attachment D). The 21-day cycle menu developed by the SFA is included as part of the RFP (Appendix E).

The FSMC shall include detailed product descriptions and portions sizes that would be used with the 21-day menu cycle provided by the SFA (Attachment E).

The FSMC shall prepare a separate 21-day cycle menu to include reimbursable meals, à la carte items, promotional serving lines, and other creative options. Product descriptions and portion sizes for all meals must be included (Appendix F).

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 (Appendix G).

The FSMC shall include a detailed training plan that explains how often training sessions will be conducted during the school year, 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 (Attachment H).

The FSMC shall include a list of additional supplies of expendable and non-expendable equipment that will be needed in order for the FSMC to perform the duties as required of this RFP (Attachment I).

The FSMC shall include a plan for forming an advisory council and for involving students and parents in the school food service program. The plan should include specific strategies for involvement and a time line (Attachment J).

The FSMC shall include with the response to this RFP a list of all National School Lunch Programs currently managed by the FSMC in the State of South Carolina. The FSMC shall also include all

National School Lunch Programs managed in the past five years. The address, contact person, and phone number of each account shall be provided (Attachment K).

The profile of all FSMC's on-site personnel and corporate level staff 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. Experience in the operation and administration in the Child Nutrition Programs is encouraged (Attachment L).

The FSMC shall include a balance sheet or annual report of the FSMC's last fiscal year of operation. Certification of this report by a Certified Public Accountant is required. The FSMC shall further disclose to the SFA any recent financial events or developments that are not represented in the above report. Any such information submitted shall be evaluated by the SFA to determine if the information could have a material effect on the FSMC's ability to successfully manage the SFA's food service program (Attachment M).

By signing the contract, the FSMC assures the school food authority that the FSMC has not been debarred from entering into contracts with the federal government or any entity receiving federal funds or suspended from entering contracts during a time when the vendor is being investigated for a legal action being taken to debar the vendor from contracting activities.

The FSMC shall sign a "Drug-Free Workplace" policy (Attachment N).

The FSMC shall sign a "Non-Collusion Affidavit" (Attachment O) and "Certificate of Independent Price Determination" (Attachment P).

Other—Other (to be specified by SFA) in writing, if applicable.

The FSMC will include this document in its entirety as part of the FSMC's response to the Request for Proposal. All documents presented by the FSMC, including the RFP/contract and all appendices, attachments, and exhibits will become part of the final contract.

**FOOD SERVICE MANAGEMENT COMPANY**

**REQUEST FOR PROPOSAL/CONTRACT**

**SECTION SEVEN**

**Checklist for FSMC's RFP Attachments**

## CHECKLIST FOR FSMC'S RFP ATTACHMENTS

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Attachment A</b> | Letter of Intent  |
| <input type="checkbox"/> <b>Attachment B</b> | Fixed Firm Price Cost Summary with Original Signature   |
| <input type="checkbox"/> <b>Attachment C</b> | Potential Contractor Certification and Surety Bond  |
| <input type="checkbox"/> <b>Attachment D</b> | Twenty-one Day Nutrition Analyses for all meals and snacks provided in SFA's school food service program (using 21-day menus provided by SFA) in Appendix E |
| <input type="checkbox"/> <b>Attachment E</b> | Include product descriptions for menus/items provided by SFA's 21-day cycle menu  |
| <input type="checkbox"/> <b>Attachment F</b> | A 21-day cycle menu including product descriptions, nutritional analysis, and serving sizes   |
| <input type="checkbox"/> <b>Attachment G</b> | Specific Marketing Strategies and Plans   |
| <input type="checkbox"/> <b>Attachment H</b> | Training Plans  |
| <input type="checkbox"/> <b>Attachment I</b> | List of Additional Expendable and Non-expendable Equipment  |
| <input type="checkbox"/> <b>Attachment J</b> | Plan for forming Advisory Council   |
| <input type="checkbox"/> <b>Attachment K</b> | List of all SFAs where the FSMC is currently or has ever operated the non-profit school food service program in South Carolina                              |
| <input type="checkbox"/> <b>Attachment L</b> | Experience/Reference Checklist for FSMC's personnel   |
| <input type="checkbox"/> <b>Attachment M</b> | Annual Report of the FSMC's last fiscal year of operation   |
| <input type="checkbox"/> <b>Attachment N</b> | Drug-Free Workplace Policy  |
| <input type="checkbox"/> <b>Attachment O</b> | Non-Collusion Affidavit and Disclosure of Lobbying Activities   |
| <input type="checkbox"/> <b>Attachment P</b> | Certificate of Independent Price Determination  |
| <input type="checkbox"/> <b>Attachment Q</b> | Contents of the RFP/contract including all appendices, attachments, and exhibits  |
| <input type="checkbox"/> <b>Attachment R</b> | Other (to include detailed description of how any other applicable SFA meal services will be provided, etc.)  |

**LETTER OF INTENT**

FSMC shall submit a letter of intent stating how they are qualified to operate a nonprofit school food service program.



**FIXED FIRM PRICE COST  
SUMMARY**

Name of FSMC Submitting Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

---

\*Total Firm, Fixed Price Cost: \$ \_\_\_\_\_

\*Note: No additional fees, costs, or expenses may be charged to the SFA above the total, firm, fixed price cost.

Addenda Numbered \_\_\_\_\_ through \_\_\_\_\_ were received prior to my signing this proposal.

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I certify by my signature below that the per-meal prices quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in the RFP.

I certify by my signature below that as authorized representative of the FSMC, I certify that FSMC is qualified to submit a proposal/bid as indicated in the RFP and accept the basis for selection of an FSMC.

Signature:
Print or Type Name:
Title:
Telephone:
Date:

POTENTIAL CONTRACTOR CERTIFICATION AND SURETY BOND

Date Proposal Submitted: \_\_\_\_\_

Name of Firm Submitting Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

I certify by my signature below that the Management Fee and Per Meal Equivalent Guarantee quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in this RFP.

Signature: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

SURETY BOND COMPANY

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Authorized in South Carolina Yes \_\_\_\_\_ No \_\_\_\_\_

Please include the Surety Bond Document.

**TWENTY-ONE DAY CYCLE MENU  
NUTRITIONAL ANALYSES FOR NSLP AND SBP  
(TO BE PROVIDED BY FSMC FOR RFP)**

## **PRODUCT DESCRIPTIONS AND CN LABEL PRODUCTS**

### **(TO BE PROVIDED BY FSMC FOR RFP)**

#### **Must Meet the Following Minimum Food Specifications**

**Meats/Seafoods:** All meats, meat products, poultry, poultry products, and fish shall be government inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Beef must be at least 75:25 lean to fat, preferably 80:20 lean to fat.
- Pork shall be US No. 1 or US No. 2.
- Poultry shall be US Government Grade A.
- Seafood shall be top grade; frozen fish must be a nationally distributed brand. All fish must also 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.

**Dairy Products:** All dairy products shall be government inspected.

- Fresh eggs, USDA Grade A or equivalent
- Frozen eggs, USDA inspected
- Milk pasteurized Grade A

#### **Fruits and Vegetables**

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color—US Grade A Fancy.
- Canned fruits and vegetables selected to requirements US Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be US Grade A Choice or better.

#### **Baked Products**

- Breads, rolls, cookies, pies, cakes, and pudding either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable.

#### **Staple Groceries**

- Staple groceries to be a quality level commensurate with previously listed standards.

**NOTE:** Where vendors are available, all reasonable efforts will be made to bid all bread and milk locally to ensure highest quality for lowest cost.

All products purchased above under the “private label” brand from a food service distributor shall be at first quality or better.

**21-DAY CYCLE MENU INCLUDING PRODUCT DESCRIPTIONS, NUTRITIONAL  
ANALYSES, AND SERVING SIZES  
(To be completed by FSMC)**

## **MARKETING PLAN**

**Describe your marketing plan in detail:**

**Include in your response the answers to the following questions:**

- 1. How will this plan be evaluated?**
- 2. How will this plan benefit the nutritional needs of the students?**

## **TRAINING PLAN**

**Describe your training program for managers and operators that will occur before and after the beginning of the school year. Indicate program areas it will cover and how they will be evaluated. Outline with dates and activities of your transition plan beginning July, 2015 through the end of the first year.**

**LIST OF ADDITIONAL EXPENDABLE AND NON-EXPENDABLE EQUIPMENT  
(To be completed by the FSMC)**



**PLAN FOR IMPLEMENTING AN ADVISORY COUNCIL  
AND  
INVOLVING STUDENTS AND PARENTS**

**ADVISORY COUNCIL MEETING DOCUMENTATION FORM**

**(SUGGESTED FORM TO BE MAINTAINED BY FSMC)**

**DATE:** \_\_\_\_\_

**PLACE:** \_\_\_\_\_

**AGENDA: (CAN ATTACH AGENDA)**

**PERSONS ATTENDING: (CAN ATTACH LIST)**

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REQUESTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESULTS OF ADVISORY BOARD ACTIVITIES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**List of all SFAs where the FSMC is currently or has ever operated the  
Non-profit school food service program in South Carolina**

**REFERENCE CHECKLIST AND FORMAT FOR FSMC****PERSONNEL DATA****SCHOOL REFERENCE LIST**

Name	Total Years Experience	Total SFS Experience	Contact Person	District Address	Phone	Year Contract Initiated	Number of Schools	References	Current Employer	Other	Score

**REFERENCES CHECK**

The evaluation committee may contact, by telephone or personal visit, an equitable and reasonable number of references for each responsive offeror. A subcommittee can be appointed to accomplish this task and to report the results in a documented manner to all other evaluators for consideration. However, it is permissible for the reference checks to be performed by one individual if this is the desire of the evaluation committee members. A written questionnaire is usually developed, identifying the reference and questions to be asked of the various references. A brief summary of the answers is then recorded on the form. Upon completion, evaluator(s) sign the document and report the information to all other evaluators.

**Annual Report of the FSMC's Last Fiscal Year of Operation**

## INSTRUCTIONS FOR CERTIFICATION FOR DRUG-FREE WORKPLACE

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

## BEAUFORT COUNTY SCHOOL DISTRICT

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**GOVERNMENTWIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**


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This part carries out the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) that applies to grants. It also applies the provisions of the Act to cooperative agreements and other financial assistance awards, as a matter of federal government policy. 7 CFR Part.400 requires the awarding official to obtain each recipient's agreement, as a condition of the award, to comply with the requirements of Subpart B and C of this regulation. 7 CFR Part 3021.200 through 3021.300 provides specific requirements that must be followed.

A. There are two requirements if you are a recipient other than an individual.

1. Must make a good faith effort, on a continuing basis, to maintain a drug-free workplace by
  - (a) publishing a drug-free workplace statement and establish a drug-free awareness program as per 7CFR 3021.205 through 3021.220);
  - (b) taking actions concerning employees who are convicted of violating drug statutes in the workplace (7 CFR 3021.225); and
  - (c) identifying all known workplaces under your federal awards (7CFR 3021.230).
2. The drug-free workplace statement must
  - (a) tell your employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in your workplace;
  - (b) specify the actions you take against employees for violating that prohibition;
  - (c) let each employee know that, as a condition of employment under any award, he or she
    - (1) will abide by the terms of the statement; and
    - (2) must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction; and
  - (d) must require that a copy of the statement described in 7 CFR 3021.205 be given to each employee who will be engaged in the performance of any federal award.

B. The grantee must publish the drug-free workplace statement and establish a drug-free awareness program.

If the grantee is a new recipient and does not currently have a policy statement as described in 7 CFR 3021.205 and an ongoing awareness program as described in 7 CFR 3021.215, the recipient must publish the statement and establish the program by the time listed below:

1. If the performance period of the award is less than 30 days, then you must have the policy statement and program in place as soon as possible, but before the date on which performance is expected to be completed.
  2. If the performance period of the award is 30 days or more, then you must have the policy statement and program in place within 30 days after award.
  3. If you believe there are circumstances that will require more than 30 days for you to publish the policy statement and establish the awareness program, then you may ask the Department of Agriculture awarding official to give you more time to do so. The amount of additional time, if any, to be given is at the discretion of the awarding official.
- C. There are two actions that must be taken if an employee is convicted of a drug violation in the workplace, as per Part 3021.225:
1. First, you must notify federal agencies if an employee who is engaged in the performance of an award informs you about a conviction, as required by 7 CFR 3021.205(c)(2), or you otherwise learn of the conviction. Your notification to the federal agencies must
    - (a) be in writing;
    - (b) include the employee's position title;
    - (c) include the identification number(s) of each affected award;
    - (d) be sent within ten calendar days after you learn of the conviction, and

- (e) be sent to every federal agency on whose award the convicted employee was working. It must be sent to every awarding official or his or her official designee, unless the federal agency has specified a central point for the receipt of the notices.
2. Second, within 30 calendar days of learning about an employer's conviction, you must either
    - (a) take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, or
    - (b) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- D. The grantee must identify all known workplaces under each Department of Agriculture award. A failure to do so is a violation of your drug-free workplace requirements as contained in 7 CFR 3021.230. The grantee may identify the workplaces.
1. To the Department of Agriculture official making the award, either at the time of application or upon award; or  
In documents that you keep on file in your offices during the performance of the award, in which case you must make the information available for inspection upon request by Department of Agriculture officials or their designated representatives. Your workplace identification for an award must include the actual address of buildings (or parts of buildings) or other sites where work under the award takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations.
  2. If you identified workplaces to the Department of Agriculture awarding official at the time of application or award, as described in paragraph 1(a) of this section, and any workplace that you identified changes during the performance of the award, you must inform the Department of Agriculture awarding official.
- E. As an individual recipient according to 7 CFR 3021.300, an individual recipient must agree that
1. They will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity related to the award; and
  2. If you are convicted of a criminal drug offense resulting from a violation occurring during the conduct of any award activity, you must report the conviction
    - (a) In writing.
    - (b) Within 10 calendar days of the conviction.
    - (c) To the Department of Agriculture awarding official or other designee for each award that you currently have, unless 7 CFR 3021.301 or the award document designates a central point for the receipt of the notices. When notice is made to a central point, it must include the identification number(s) of each affected award.

Check ☐ if there are workplaces on file that are not identified here.

---

Organization Name

---

Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

---

Date



## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.
2. This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_:

Contract/Bid No.: \_\_\_\_\_:

County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ of \_\_\_\_\_ and that I am  
(Title) (Name of Firm)  
authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm has been made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

\_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not  
(Name of my Firm)  
currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name of my Firm)

state that \_\_\_\_\_ understands and acknowledges  
that the above representations are material and important and will be relied on by  
\_\_\_\_\_ in awarding the contract (s) for which this bid is submitted.  
(Name of Public Entity)

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from \_\_\_\_\_ of the true facts relating to submission of bids for this contract.  
(Name of Public Entity)

\_\_\_\_\_  
(Name and Company Position)

**SWORN TO SUBSCRIBED**  
**BEFORE ME THIS \_\_\_\_\_ DAY**  
**OF \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
**NOTARY PUBLIC**

**My commission expires:** \_\_\_\_\_

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, If known:		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, If known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, If known:</b>	<b>9. Award Amount, If known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(If individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

*According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.*

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor.
  - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer certifies that he or she is responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

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

---

Signature of Vendor's Authorized Representative

---

Date

---

Title

In accepting this offer, the sponsor certifies that the sponsor's officers, employees, or agents have not taken any action that may have jeopardized the independence of the offer referred to above.

---

Signature of Authorized Sponsor Representative

## **CONTRACT/AGREEMENT AUTHORIZATION\***

### **SECTION EIGHT**

**\*Contract/Agreement Authorization must be  
submitted to State Agency with  
Entire Bid Document and  
School Board Approval Documentation  
(Minutes of School Board Meeting  
where FSMC Contract was approved)**

## CONTRACT/AGREEMENT AUTHORIZATION

The offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations. The offeror certifies that all terms and conditions within the RFP Solicitation shall be considered a part of the Contract/Agreement as if incorporated therein.

No modifications or changes may be made to this Contract/Agreement without full consent of all signators. Any additions or changes to the Contract/Agreement that change or negate the mandatory portions of the contract as written will automatically invalidate the contract.

This Contract/Agreement shall be in effect for one year and may be renewed by mutual agreement for four (4) additional one-year periods.

All signatures must be original and must be in place prior to the commencement of any contractual work.

IN WITNESS WHEREOF, the parties hereto have caused this Contract/Agreement to be signed by their duly authorized representatives.

ATTEST:

\_\_\_\_\_

SCHOOL FOOD AUTHORITY:

\_\_\_\_\_  
Name of SFA

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

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_

FOOD SERVICE MANAGEMENT COMPANY

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

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

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed



**FOOD SERVICE CONTRACT RENEWAL**

**BEAUFORT COUNTY SCHOOL DISTRICT**

**Contract Period: July 1, \_\_\_\_\_, through June 30, \_\_\_\_\_**

**Beaufort County School District**, hereinafter called "SFA" and \_\_\_\_\_, hereinafter called "FSMC", hereby agree that FSMC will operate the food services program for the SFA during the period **July 1, \_\_, through June 30, \_\_.**

This agreement is constituted by the SFA's acceptance of the FSMC's response to the SFA's Request for Proposal dated \_\_\_\_\_. FSMC agrees to comply with all parts of the SFA's Request for Proposal and subsequent contract.

The Firm Price Meal will be \$\_\_\_\_\_, and the value of USDA Donated Foods as supplied by the SFA and used within the SFA by the FSMC.

**No modifications or changes shall be made to this contract without full consent of all signators. Any additions or changes to the Contract that change or negate the mandatory portions of the Contract as written will automatically invalidate the Contract.**

**ATTEST:**

**SCHOOL FOOD AUTHORITY:**

\_\_\_\_\_

\_\_\_\_\_  
Name of SFA

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

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

**ATTEST:**

**FOOD SERVICE MANAGEMENT COMPANY**

\_\_\_\_\_

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

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

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

**FOOD SERVICE MANAGEMENT COMPANY**

**REQUEST FOR PROPOSAL/CONTRACT**

**SECTION NINE**

**Criteria and Guidance for  
Evaluation of RFP  
and  
Awarding the Contract**

**SUGGESTED COMPOSITION OF THE  
RFP EVALUATION COMMITTEE**

The minimum composition of the evaluation should include at least one member from each of the following categories:

1. SFA Administrative representative (Superintendent, Finance Officer, Business Manager, Procurement Officer)
2. School Principal and/or Assistant Principal
3. School Food Service Operations representative (Child Nutrition Director or Supervisor from within LEA or if unavailable, from a similar LEA; Cafeteria Manager)
4. Teacher and/Other School Personnel
5. Others (School Board Member, School Board Attorney, South Carolina School Food Service Association Members, Registered Dietitians, Certified Public Accountant, etc.)
6. State School Food Services and Nutrition Representatives (Non-Voting)

**List Names and Titles of Evaluation Committee Members**

<b>Member Name</b>	<b>Title</b>

## EVALUATION COMMITTEE GUIDANCE

The district's procurement official or other acceptable appointee serves as the chairperson of the RFP Evaluation Committee. As Chairperson of the Evaluation Committee, this official will address each of the following areas with the committee before the evaluation process begins.

1. **CONFLICT OF INTEREST**—No conflict of interest shall exist for any member of the evaluation Committee (i.e., (1) part ownership in any company submitting an offer, (2) family member works for or has part ownership in any company submitting an offer, and/or (3) any other reason why a member of the evaluation committee cannot give an impartial evaluation).
2. **INDEPENDENT EVALUATION**—Each member of the evaluation committee must score each and every proposal independently.

For emphasis in understanding and rating proposals, it is suggested that proposals be read and rated a second time. (First reading check against RFP requirements; second reading should be more comprehensive.)

After all proposals are scored, a committee meeting will be held for the purpose of general discussions prior to finalizing scores in ink and making an award. Totals will not be added until the oral presentations are provided.

3. **NONRESPONSIVE PROPOSAL**—Proposals not complying with all essential requirements will be considered non-responsive and therefore not considered for award. Evaluation (scoring) will not be performed. The procurement official is responsible for any final determination of responsiveness. (Check responses against requirements of the RFP. Read and be prepared to discuss if considered non-responsive.)
4. **RATING STRUCTURE**—The evaluation points for each award criteria are as indicated on the evaluation sheet.
5. **COST**—The points for the cost section of the evaluation will be figured by a district official based on a mathematical formula. The evaluation committee should initially evaluate all proposals without consideration of cost.
6. **DOCUMENTATION OF SCORING**—Evaluation committee members may support their reasoning for discussions and scoring with appropriate documentation or notes. Any such documentation or notes must be made on a separate work sheet for each offeror. Work sheets and evaluator's notes will not be taken up or become a part of the file. Such notes are subject to the Freedom of Information Act, even when in the possession of the evaluator. Do not write in the proposals or on the final score sheets, which when turned in, become part of the procurement file.
7. **ORAL PRESENTATION**—The committee may request an oral presentation from offerors in order to reach a final decision. It is recommended that this opportunity be afforded to the top 2–3 FSMC candidates. Presentations made by the FSMCs shall be confidential. Discussions must not be held with anyone other than the procurement official or the other evaluation Committee members while in an officially called evaluation committee meeting.
8. **PROTEST HEARING**—All decisions by the committee are subject to protest. Each member and/or the whole committee may be called upon to explain or defend their individual ratings.

**Prohibition against conflicts of interest, gratuities and kickbacks:** Any employee or any official of the School District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value as an inducement or intended inducement in the procurement of business or the giving of business for, or to or from, any person, partnership, firm, or corporation offering, bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony, and upon conviction, such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.

I have read and understand the Evaluation Committee Guidance.

Evaluator's Signature: \_\_\_\_\_

## CRITERIA FOR SELECTION OF FSMC CONTRACTOR

The criteria for evaluation of proposals shall be as follows:

- A. The per meal equivalent guarantee—lowest per meal equivalent guarantee offered by any FSMC divided by the per meal equivalent guarantee offered by this FSMC, the result of the division shall be multiplied by **fifty (50)** to obtain the maximum points to be awarded this potential FSMC.
- B. Menus/product identifications/nutrition analyses as submitted in response to the menu system. **Maximum thirty (30) points.**
- C. New marketing strategies/training plans to be implemented. **Maximum twenty (20) points.**

## RFP EVALUATION SCORE SHEET\*

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

Evaluation Criteria		Maximum Score	FSMC Score
A.	Per Meal Guarantee	50	
B.	Menus/Product Identification/Analysis	30	
C.	Marketing Strategy/Training Plans	20	
Total		100	

I certify that I have read the guidance, reviewed the potential contractor's proposal, and completed a checklist for each proposal.

Evaluator: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***\*Each RFP Selection Committee member must refer to specific criteria for selection of contractor. Each committee member must be knowledgeable with all contractors' proposals submitted to the SFA. A checklist sheet with contract requirements must be completed by each member to use when reviewing each FSMC's submitted contract. The original score sheets must be completed and kept on file by the SFA for review purposes.***

**ITEMS TO BE INCLUDED IN THE RESPONSE  
TO THE RFP  
EVALUATION COMMITTEE'S CHECKLIST**

<b>Provided:</b>	<b>YES</b>	<b>NO</b>
A. The FSMC submitted with the request for proposal an assurance, by a surety bond company authorized to do business in the State of South Carolina, that if selected as the successful bidder and upon award of the contract, a performance bond will be issued in the amount of 10 percent of annual projected contract value. Within ten (10) days of the execution of the contract, the FSMC shall deliver to the SFA the executed performance bond payable to the SFA. The performance bond is held by the SFA as security for the faithful performance by the FSMC of all terms of the contract. Amount: \$_____		
B. The FSMC included with the response to this RFP a written list by school of what the contractor considers adequate supplies of expendable and non-expendable equipment.		
C. The FSMC included with the response to the RFP product identifications of all food items necessary to prepare the menu cycles. The product identifications shall be in sufficient detail for the SFA to determine the quality and portion size (if applicable) of all food to be purchased under the contract. Nutritional analyses of all menus in the 21-day cycle are included.		
D. The FSMC included 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. FSMC described training that will be provided during transition period.  <div style="text-align: right;">Plan: Timeframe/Schedule: Evaluation: Transition Plan:</div>		
F. The FSMC provided per meal charge(s). A written explanation of how meal equivalents will be determined by the FSMC from schools' daily revenue and participation is included.		
G. Other (To be provided by SFA)		
<p><b>Each member of the evaluation committee must complete a score sheet and an evaluation checklist for each responsive RFP. The evaluation checklists for each responsive RFP should be completed prior to the scheduled verbal presentations. Items to be included in the response to the RFP must be evaluated by each committee member. A final score sheet will be completed by each committee member when oral presentations are provided by potential vendors. (See Evaluation Committee Guidance.)</b></p> <p>Total the number of "YES" and "NO" answers: _____</p> <p style="text-align: center;"><b>TOTAL:</b></p> <p>Signature: _____</p> <p>Date: _____</p>		



**FOOD SERVICE MANAGEMENT COMPANY**

**REQUEST FOR PROPOSAL/CONTRACT**

**SECTION TEN**

**UNALLOWABLE SFA-FSMC  
CONTRACT DOCUMENT PROVISIONS**

**UNALLOWABLE SFA-FSMC CONTRACT DOCUMENT PROVISIONS**  
**(Must be submitted with Request for Proposal/Contract)**

The following indicate problem areas that have been identified in SFA-FSMC contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure that these areas have not been included, in any form. Indicate with a check mark (✓) in each block that the review of the document(s) indicates that there are no such provisions in the reviewed document(s), unless specified below.

Check (✓) as described above.

- ☐ 1. **Cost Plus a Percentage of Cost/Income**—cost plus a percentage of cost/income to the FSMC, however represented.
- ☐ 2. **Duplicate Fees**—fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.
- ☐ 3. **Purchasing**—if the SFA does the purchasing, clauses that limit the selection of vendors to only FSMC-approved vendors. (FSMC may not serve as a vendor.)
- ☐ 4. **Acceleration Clause**—provisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not re-negotiated.
- ☐ 5. **Interest Payments**—interest payments to the contractor, however represented, including interest payments for equipment purchases.
- ☐ 6. **Guaranteed Return**—“guaranteed return” provisions unless the “return” remains in the nonprofit food service account. “Returns” cannot be contingent upon multi-year contract duration.
- ☐ 7. **Delegation of SFA Responsibilities**—FSMC responsibility for any of the functions that must be retained by the SFA.
- ☐ 8. **Automatic Renewal**—provisions which automatically renew the contract.
- ☐ 9. **Processing Contracts**—contract document language that permits the FSMC to subcontract USDA foods for further processing.
- ☐ 10. **USDA Food Rebates, Prepayment or Other Procurement Bonuses, Special Promotions**—contract document language that permits such rebates, special promotions, or other financial purchasing incentives to accrue to the FSMC or any other entity besides the SFA’s nonprofit school food service program.

For the item(s) above not checked (✓), indicate item number(s) with corresponding page number(s) of document(s) where provision(s) appears.

Item Number(s)	Page Number(s)
_____	_____
_____	_____
_____	_____

**FOOD SERVICE MANAGEMENT COMPANY**

**REQUEST FOR PROPOSAL/CONTRACT**

**SECTION ELEVEN**

**MONTHLY BILLING-FIRM PRICE**

# MONTHLY BILLING—FIRM PRICE CONSOLIDATED INVOICE

Remit Check To:

\_\_\_\_\_

DATE: \_\_\_\_\_

INVOICE #: \_\_\_\_\_

Program Name: \_\_\_\_\_ Calendar Month \_\_\_\_\_ Year: \_\_\_\_\_

DESCRIPTION	# OF MEAL EQUIVALENTS	RATE	REIMBURSEMENT AMOUNT DUE
-------------	--------------------------	------	-----------------------------

I. (SSOP)  
BREAKFAST: (Three Breakfast = Two Lunches 3/2 Ratio or .66 Conversion Factor)

Student Meals	_____	X	_____ = _____
---------------	-------	---	---------------

Adult Meals	_____	X	_____ = _____
-------------	-------	---	---------------

In-kind Meals	_____	X	_____ = _____
---------------	-------	---	---------------

À la Carte Divided By Free Lunch Reimbursement + USDA Foods Value Per Meal	_____	X	_____ = _____
--	-------	---	---------------

BREAKFAST TOTAL	_____		\$ _____
-----------------	-------	--	----------

II. (SSOP)  
LUNCH:

Student Meals	_____	X	_____ = _____
---------------	-------	---	---------------

Adult Meals	_____	X	_____ = _____
-------------	-------	---	---------------

In-kind Meals	_____	X	_____ = _____
---------------	-------	---	---------------

À la Carte Divided By Free Lunch Reimbursement + USDA Foods Value of Meal	_____	X	_____ = _____
---	-------	---	---------------

LUNCH TOTAL:	_____		\$ _____
--------------	-------	--	----------

**(SSOP)**  
**III. AFTERSCHOOL SNACK PROGRAMS: (DIVIDED BY 3)**

**Student Meals** \_\_\_\_\_ **X** \_\_\_\_\_ = \$ \_\_\_\_\_

DESCRIPTION	# OF MEAL EQUIVALENTS	REIMBURSEMENT AMOUNT DUE
-------------	--------------------------	-----------------------------

<b>IV. BREAKFAST, LUNCH, &amp; AFTERNOON SNACKS</b>	_____	\$ _____
---	-------	----------

<b>V. LESS DONATED FOODS RECEIVED</b>	\$ _____
<b>LESS DISTRICT PAYROLL</b>	\$ _____
<b>LESS DISTRICT FRINGE BENEFITS</b>	\$ _____
<b>LESS DISTRICT INDIRECT COST</b>	\$ _____

<b>VI. TOTAL TO BE REMITTED:</b>	\$ _____
----------------------------------	----------

**The SFA will use this billing format for school food service contract purposes.**

**A separate firm/price cost invoice shall be provided to the district for each special food service functions requested and provided by FSMC.**

**FOOD SERVICE MANAGEMENT COMPANY  
REQUEST FOR PROPOSAL/CONTRACT**

**SECTION TWELVE**

**LIST OF POTENTIAL BIDDERS**

## List of Potential Bidders

Doug Roemer  
Regional Manager  
ARAMARK Corporation  
245 Canter Lane  
Pinehurst, North Carolina 28374  
**Douglas.Roemer@Aramark.com**

Peggy Luther  
Regional Director  
Chartwells, Inc.  
7092-B Howard Street  
Spartanburg, South Carolina 29322  
Peggy.luther@compass-usa.com  
864-253-9567

Joe Reger  
Director of Business Development  
Sodexo Management Services  
3171 Lakeridge Drive  
Marietta, Georgia 30067  
Joe.reger@sodexo.com  
678-427-6363

Attn: Kathy Schuit  
Preferred Meal Systems, Inc.  
5240 St. Charles Road  
Berkeley, IL 60163  
Kathy.Schuit@preferredmealsystems.com  
708-318-2500

Brian Albertson  
SLA Management, LLC  
3217 Corrine Drive  
Orlando, FL 32803  
407-740-7677  
**b.albertson@slamgmt.com**  
**www.slamgmt.com**